

City Council Meeting Agenda April 21, 2025

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast ([live closed captioning available](#)), CVTV cable channels 23 / HD 323, and on the [City's Facebook page](#).

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. April 21, 2025. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on April 21, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on April 21, 2025.

Visit the [city's website](#) for more information and to register under Public Participation or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

Workshops: 5:30-6:00 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Homeless Situation Report Update

(Approximately 30 minutes)

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Proclamations

First Responders Wellness Week

Vietnamese American Remembrance Day Proclamation

Child Abuse Prevention Month

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

1. Bid Award - 2025 Pavement Repair Project (#072825) - ITB 25-17

Staff Report: 079-25

Request: On Monday, April 21, 2025, award a construction contract for the 2025 Pavement Repairs Project to the lowest responsive and responsible bidder, and authorize the City Manager, or designee, to finalize and execute a contract with Lakeside Industries, Vancouver, WA, at their bid price of \$1,287,444, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

2. Construction Acceptance - West Fourth Plain at Franklin Street Intersection Improvements Project

Staff Report: 080-25

Request: On Monday, April 21, 2025, accept the West Fourth Plain at Franklin Street Intersection Improvements project as constructed by Advanced Excavating Specialists LLC of Kelso, Washington and authorize release of bond, subject to receipt of all documentation required by law.

Madeline Burke, Civil Engineer, Madeline.Burke@cityofvancouver.us

3. Contract Amendment – Water Station 14 PFAS Treatment System Engineering Construction Services - RFQ 32-23

Staff Report: 081-25

Request: On Monday, April 21, 2025, authorize the City Manager, or designee, to finalize and execute Amendment No. 2 to contract C-101426 between the City of Vancouver and Brown and Caldwell. Increase the not-to-exceed amount by \$909,645 to a total of \$2,961,145 and extend the termination date to 1/31/2027.

Mehrin Selimgir, Civil Engineer, Mehrin.Selimgir@cityofvancouver.us

4. Contract Amendment – Extension of Contract for Raymond E. Shaffer Community Park Development - Contract #100771

Staff Report: 082-25

Request: On Monday, April 21, 2025, authorize the City Manager, or designee, to increase the authorized amount of the Professional Services Agreement with Site Workshop Landscape Architecture by \$80,885.

David Perlick, Director of Parks, Recreation and Cultural Services, Roman Gutierrez, Park Developer 2, david.perlick@cityofvancouver.us, Roman.Gutierrez@cityofvancouver.us

5. Collective Bargaining Agreement with the Joint Labor Coalition(JLC) Consisting of Teamsters, Local #58, IAM District Lodge #W24, Plumbers & Steamfitters UA Local #290

Staff Report: 083-25

Request: On Monday, April 21, 2025, authorize the City Manager, or designee, to sign the January 1, 2025, to December 31, 2026, Collective Bargaining Agreement with the Joint Labor Coalition by executing the same.

Lee Lofton, Deputy Human Resources Director, lee.lofton@cityofvancouver.us

6. Professional Service Agreements - On-Call Construction Management and Inspection Services

Staff Report: 084-25

Request: On Monday, April 21, 2025, (1) authorize the City Manager to finalize and execute professional services agreements with PBS Engineering and Environmental LLC of Vancouver, WA, MacKay Sposito, Inc. of Vancouver, WA, Consor North America, Inc. of Vancouver, WA, CMTS LLC of Portland, OR, Atlas Technical Consultants of Portland, OR, and OTAK, Inc. of Vancouver, WA. for the provision of specialized project inspection and/or administration on an as-needed basis for five years in an amount not to exceed \$1,500,000 for the life of each contract and (2) authorize the City Manager, or designee, to execute specific task orders as needed for projects.

Mario Lechuga, Civil Engineer 2, mario.lechuga@cityofvancouver.us

7. Appointments to the Flag Design Review Committee

Staff Report: 085-25

Request: On Monday, April 21, 2025, appoint Mayor Anne McEnerny-Ogle, Councilmember Ty Stober, Russell Ford, Rosalinda Mendoza, Lee Rafferty, and youth member TBD to the Flag Design Committee.

Laura Shepard, Communications Director, laura.shepard@cityofvancouver.us

8. Resolution to Adopt a 5-Year Economic Development Strategy

A RESOLUTION adopting a 5-Year Economic Development Strategy.

Staff Report: 086-25

Request: On Monday, April 21, 2025, adopt a resolution to adopt the 5-Year Economic Development Strategy and direct staff to move forward with implementation of actions.

Chris Harder, Deputy Economic Development Director ,
chris.harder@cityofvancouver.us

9. Right-of-Way Telecommunications Franchise Agreement for Ezee Fiber Texas, LLC (Ezee Fiber)

AN ORDINANCE relating to management of the public rights-of-way, granting to Ezee Fiber Texas, LLC and its affiliates ("Grantee"), a limited liability company (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 087-25

Request: On Monday, April 21, 2025, advance the ordinance allowing the City to sign the franchise agreement with Ezee Fiber Texas, LLC on first reading, setting a date for second reading and public hearing on May 19, 2025.

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

10. Approval of Claim Vouchers

Request: Approve claim vouchers for April 21, 2025.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Solid Waste Update

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency
Situation Report # 17

Incident Commander: Aaron Lande
Operational Period: March 2025

New Emergency Orders (if any)

2023-03-007 relating to the closure of 1.27 acres of public property commonly known as 'The Sound Wall'

Emergency Response

- We have lost 10 people since the Homeless Memorial in December 2024
 - 6 in the month of March
- VFD Data: Year-to-date Fire calls for service = 134 and EMS/Rescue YTD calls = 708
- VPD Data:

Police Events and Time on Events with Unsheltered Homelessness Involvement

	March 2025	Year to Date
# of Events	1,112 (11.7%)	2,952 (10.6%)
Time Spent on Events (hours)	2,243.7 (19.7%)	5,818.2 (17.7%)

- The blue row provides the **total number of events** officers indicated were related to unsheltered homelessness in the month of March and year to date (YTD), as well as the **percentage of all events these events represent relative to all police events** in March and YTD.
- The green row provides **total number of officer hours spent on events** officers indicated were related to unsheltered homelessness in the month of March and year to date (YTD), as well as the **percentage of time spent on these events** relative to all events in March and YTD.

HART Activities

- HART conducted clean-ups at the following locations:
 - Decommissioning and closure of the Mill Plain sound wall area
 - Area around W 11th, 12th, 13th, and Jefferson, King, Lincoln streets
 - Burnt Bridge Creek Trail system near Andresen Rd
 - Coordinated with Construction Services regarding Jefferson realignment project and safety of those unsheltered in the immediate area
 - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver

Tons	of solid waste removed from public spaces
30.76	removed during large scale health and sanitation cleanups
9.97	removed by HART's Encampment Response Coordinator crew
99.35	Year-to-date total tons removed

- Responded to 110 My Vancouver app submissions in March; YTD: 315
- Handed out 22 naloxone kits and provided awareness on overdose response to 8 individuals through our partnership with WA State Dept. of Health's Opioid Education and Naloxone Distribution (OEND) Program. *
** [This program supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.](#)*
- Participated in a one-day training by Edgework with Parking Enforcement brought by City Risk Management on strategies for engaging with people in crisis, de-escalation, violent encounters, and more

Community Engagement

- Provided a tour for Washington State University student attempting to learn how to engage more students in volunteerism at Safe Stays
- Presentation to the Community Health Action Collaborative (CHART) who advocates for elder, disability, caregiving, and other family services about HART's role, services, and partnerships
- Hosted dozens of 3rd-grade students from Hough Elementary School at City Hall for an introduction to City Hall, City services, and during our portion of the tour, talked about homelessness response and the HART

Winter Shelter – total served Dec 14th - March 31st

- Chkalov SOS **served 70 individuals** – 59 adults and 11 children
 - Veterans: 3
 - Chronically Homeless: 22
 - Youth (18-24 years old): 5
 - Physical Disability: 27
 - 3 exits to housing
- Arts Hub **served 140 individuals** – 117 adults, 19 children, 4 unknown ages
 - Veterans: 9
 - Chronically Homeless: 55
 - Youth (18-24 years old): 4
 - Physical Disability: 49
 - 24 individuals transferred to non-seasonal shelter
 - 15 exits to housing
- NOTE: Winter shelter operations ended on March 31st

Safe Stays/Safe Park

- The Outpost:
 - 1 resident transitioned to housing in March
 - 5 residents approved for housing through Everybody In pilot partnership with CFTH and VHA and will likely move into housing during April/May
 - 2 residents obtained IDs
 - A former soundwall camp resident graduated from Community Court and was invited to participate in an interview, “From Soundwall to Safe Stay.” They are motivated to maintain sobriety and move to the next chapter of their journey.
 - LifeLine Connections meets weekly with residents on-site
 - Staff met with the Humane Society regarding support for residents with pets and have created volunteer opportunities for residents who would appreciate the pet support.
- Hope Village:
 - 1 resident transitioned to housing through Everybody In pilot partnership with CFTH and VHA
 - 1 resident moved in with a friend
 - 2 residents moved into other housing programs, for a **total of 4 housed in March from this site**
 - 6 other residents are in-process for housing and should move in over the coming month
 - 1 resident obtained ID; 2 residents obtained Social Security Cards
 - 1 resident is interviewing for employment
 - Some residents volunteered at Retails to sort art supplies being donated to Safe Park
 - Key Bank conducted a presentation to residents on personal budgeting
- Kiggins Village:
 - 1 resident transitioned into housing — a Veteran who has experienced homelessness for several years.
 - 5 residents are in-process for housing and should move in over the coming months

- 2 residents obtained IDs; 2 residents obtained Social Security Cards
- 2 residents participated in detox services
- Residents have been engaged in community-building by creating recreational opportunities for all to participate in, preparing for spring gardening, and spring cleaning
- 415 West:
 - 4 residents transitioned into housing through Everybody In pilot partnership with CFTH and VHA
 - 1 resident transitioned into other permanent supportive housing, for a **total of 5 housed in March**
 - 2 of the individuals who moved into housing this month previously came from the Sound Wall camp.
 - 4 additional residents have been approved for other housing options and are in-process
 - A Veteran on-site, who has experienced homelessness for 10 years, learned they will move into housing in April
 - 1 resident obtained ID
 - 2 residents participated in detox services
 - New Life Recovery generously donated new coats to each resident
 - Staff met with the Humane Society regarding support for residents with pets and have created volunteer opportunities for residents who would appreciate the pet support
 - The HOST team provides services on site weekly, supporting individuals with SUD assessments and other services necessary to move forward in various programs
- Homeward Bound – Safe Park:
 - 91 total individuals served: 73 adults and 14 children
 - 4 residents transitioned to housing
 - 3 residents transitioned to other shelter programs (WHO, Hope Village)
 - Homeward Bound has enjoyed community participation and volunteerism as follows-
 - Compassion to Action organization provided a concert and BBQ for residents
 - Crossroads Church volunteers provide donuts and coffee on 2nd Saturdays
 - The Red Cross is providing smoke detectors and installation in vehicles for additional safety and plans to provide CPR training to residents in the near future.

Bridge Shelter

- Completed Phase 1 (Schematic Design) and have moved into Phase 2 (Design Development), which should result in an updated budget and be completed sometime in May.
- Clark County Council funding request was approved by the County Council.
 - Mental Health Sales Tax: \$2.1M
 - County Opioid Settlement: \$2.75M

Community Court

Newly cited/referred into Court	51
Opted in to Community Court	18
Graduations (successful completion)	19
Community Service hours completed	83
Obtained Temporary Housing	6
Mental Health/Substance Use Disorder evaluations completed	16
Accessing/participating in treatment services	3

Court Highlights for March:

- Participant gave birth in March and visited Court with her baby. Currently doing well and staying in shelter.
- Previous participant was originally terminated from this program, but re-entered a year later and is now graduating, and has maintained sobriety!
- Another graduate is beginning peer support training and plans to “give back” by serving as a peer

Property Closures

- Under Emergency Order 2023-003, the City Manager declared additional publicly owned property closed. The list of properties which have been closed by emergency orders can be found on the City’s [Homelessness Emergency Declaration](#) page.

Our Appreciation

- Highlighted for March is Risk and Safety. The Safety Program Manager helped bring a one-day training from Edgework for our HART team members as well as Parking Enforcement Officers. We learned strategies for engaging with people in crisis, de-escalation, best practices for handling violent encounters, and more. Team members found the training to be valuable and are grateful for support from Risk and Safety!

In recognition that the City's Homelessness Response team could not accomplish what it does alone, especially during this declared emergency, HART would like to express its appreciation for the many departments and individuals who partner in the work:

- Economic Prosperity and Housing Department
- Public Works – grounds, streets, greenways, parks, environmental services, transportation, and more
- Vancouver Police Department
- Vancouver Fire Department
- Vancouver Parks, Recreation and Cultural Services
- Code Compliance
- Parking Services
- General Services
- Information Technology
- Planning
- Budget
- Legal
- Procurement
- Administrative Assistants
- And countless others who are critical to our mission

Staff Report: 079-25

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Bid Award - 2025 Pavement Repair Project (#072825) - ITB 25-17

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The purpose of this contract is to repair areas of failed pavement on streets that are getting treated in the annual pavement preservation program.
- City maintenance crews do not have the capacity to do this amount of pavement repair before the annual pavement preservation program begins.

Strategic Plan Alignment

Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation

The 2025 Pavement Repairs Project is being constructed as part of the pavement management program. This project involves repairing failed pavement on streets that will receive a preservation treatment in 2025. Preservation treatments include microsurfacing, slurry sealing, chip sealing, and cape sealing. Most of the pavement, on the streets selected for preservation is in fair condition and is ready for a preservation treatment. However, areas of failed pavement need to be repaired before a preservation treatment may be placed on them. This is work that has been done every year to prepare the streets for preservation.

This project also includes parts of NE Burton Rd, NE 28th Street, and NE 112th Ave, which are not receiving a preservation treatment this year. Because of the poor pavement condition, the City is incurring excessive maintenance costs for City crews to do maintenance repairs such as filling potholes and ruts on those streets. It will be more cost-effective to do pavement repairs than to continue doing maintenance repairs on them.

The attached vicinity map shows where streets will receive pavement repairs. Corridors include E 33rd St, E 29th St, E McLoughlin Blvd, NE Fourth Plain Blvd, NE Andresen Rd, NE Burton Rd, NE 28th St and NE 112th Ave.

On April 1, 2025, the City received five bids for this project. The bids ranged from \$1,287,444 to \$1,568,800 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Lakeside Industries, Vancouver, WA	\$ 1,287,444.00

Western United Civil Group, Yacolt, WA	\$ 1,314,625.00
Granite Construction Company, Vancouver, WA	\$ 1,317,888.00
KNL Industries, Inc., Canby, OR	\$ 1,455,100.00
Brix Paving Northwest, Inc., Sherwood, OR	\$ 1,568,800.00
<i>Engineers Cost Estimate</i>	\$ 1,600,000.00

In accordance with the apprenticeship policy, the apprenticeship goal was waived for this project due to the project being 30 working days in duration and would possibly render apprentice utilization unfeasible at the required levels.

Advantage(s)

1. Would result in preparing the streets for the upcoming Preservation Project on arterials and within neighborhoods, protecting the City's investment in its street network.
2. Would reduce higher future maintenance costs on city streets.
3. Would follow through on City Council commitments and improve neighborhood livability.

Challenge(s)

1. Neighborhood residents, businesses and local traffic would be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which would minimize the temporary inconvenience.
2. Construction would generate noise and dust in the work areas. To mitigate for noise, the contractor would be required to comply with a noise variance for nighttime work. The contractor would also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is currently funded through the Pavement Management Program (\$1,287,444.00). Sufficient funds are budgeted to construct the project.

Prior Council Review

None.

Action Requested

On Monday, April 21, 2025, award a construction contract for the 2025 Pavement Repairs Project to the lowest responsive and responsible bidder, and authorize the City Manager, or designee, to finalize and execute a contract with Lakeside Industries, Vancouver, WA, at their bid price of \$1,287,444, which includes Washington State sales tax.

Staff Contact

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Attachments:

1. Contract
2. 2025 Pavement Repairs Project Vicinity Map



CONSTRUCTION CONTRACT # C-101948
ITB 25-17: 2025 Pavement Repairs

This Contract (hereinafter referred to as the “Contract”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the “City”) and Lakeside Industries, 8705 NE 117th Ave, Vancouver, WA 98662 (hereinafter referred to as the “Contractor”). The City and the Contractor may be collectively referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-17 and all addenda thereto, Contractor’s Bid to said ITB, the Project Plan Set and Special Provisions, and City Council’s approval on [Click here to enter a date](#) per Staff Report No. ##-##; and

WHEREAS, the Contractor represents 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.

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

- 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 streets within the City of Vancouver including pavement repairs, planing of roadways, paving of existing roads, minor utility adjustments, and temporary striping and other work, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

The Contract Work shall be Physically Complete within 30 Working Days from the Notice to Proceed.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
- 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 days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract 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 SUBCONTRACTOR:** 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 federal, state and municipal laws, rules and regulations whatsoever.

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

- a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
 - b. Have a current Washington Unified Business Identifier (UBI) number.
 - c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
 - d. 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 civil judgement 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.
 - e. If applicable, have:
 - i. Industrial Insurance (worker's 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.
 - f. 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 as prescribed in the solicitation and Contractor's Bid, 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 include 8.7% Washington State Sales Tax (if applicable) \$1,287,444.00 USD.

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 Bid as modified by any and all approved Change Orders.

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

The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

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 Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insured. The required Additional Insured endorsements shall be at least as

broad as ISO 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.

- b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
 - c. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
 - d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.
 - e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.
 - f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.
 - g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.
 - i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a 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, 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 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 cannot be resolved through

mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. GOVERNING LAW/VENUE: This Contract 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. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor 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 day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. 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 wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

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 (6) 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 rate 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.

13. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all 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 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 Contract, 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 of 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.

- 14. 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 the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's 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. The 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.

- 15. 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.

- 16. 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 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 42.56 RCW for withholding or delaying public disclosure of such information.

- 17. COOPERATIVE PURCHASING:** The Washington State interlocal Cooperation Act, Chapter 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 incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. 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.

19. 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.

20. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington [Business License Service website](#) or by phone at 800-451-7985, or the [City's website](#) to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the 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.

22. 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.

23. 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.

24. 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.

- 25. 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 the City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the city from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to, termination of this Contract for convenience.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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, State or local department or agency.
- 30. 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.
- 31. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.
- 32. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts, all of which are incorporated herein by reference, and 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. Contractor's Bid including all Addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,
6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
7. City of Vancouver Standard Plans,
8. WSDOT Standard Specifications,
9. WSDOT Standard Plans.

On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Kenny Butcher
Lakeside Industries
8705 NE 117th Ave.
Vancouver, WA 98662
kenny.butcher@lakesideindustries.com

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Lakeside Industries

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

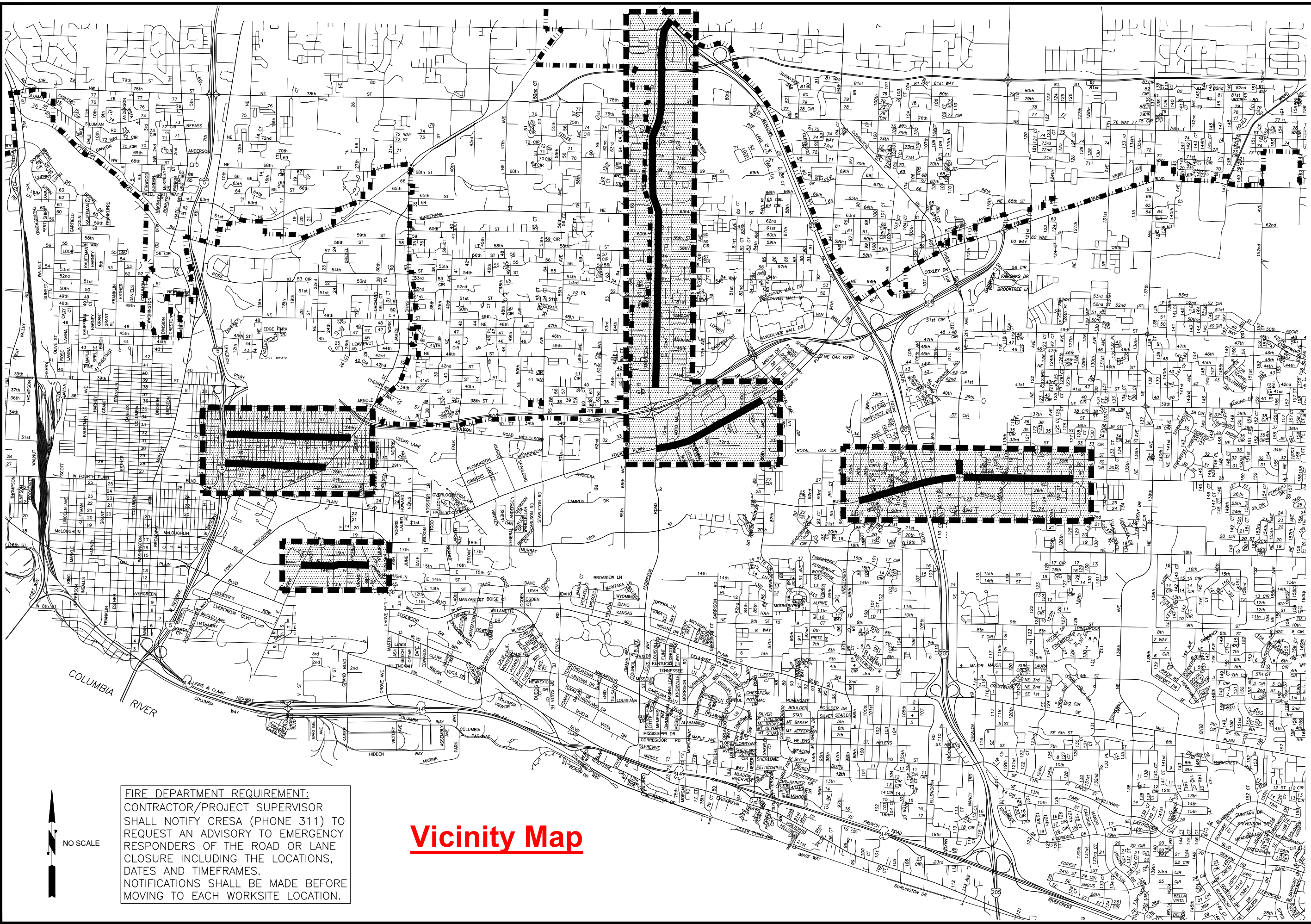
Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney



FIRE DEPARTMENT REQUIREMENT:
CONTRACTOR/PROJECT SUPERVISOR
SHALL NOTIFY CRESA (PHONE 311) TO
REQUEST AN ADVISORY TO EMERGENCY
RESPONDERS OF THE ROAD OR LANE
CLOSURE INCLUDING THE LOCATIONS,
DATES AND TIMEFRAMES.
NOTIFICATIONS SHALL BE MADE BEFORE
MOVING TO EACH WORKSITE LOCATION.

Vicinity Map



Know what's below.
Call before you dig.

FILE NAME: G SHEETS.DWG	DATE:
DESIGNED BY: JS	
DRAWN BY: OS	
HORIZONTAL: NO SCALE	
VERTICAL:	
APPROVED BY: RM	
DATE No.	REVISIONS

DRAFT
NOT FOR
CONSTRUCTION

2025 REPAIRS PROJECT



JOB NUMBER
PRJ072825
ACTIVITY
ACT00890
G03
SHEET 3 OF 27

Staff Report: 080-25

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Construction Acceptance - West Fourth Plain at Franklin Street Intersection Improvements Project

Key Points

- Advanced Excavating Specialists LLC of Kelso, Washington, was awarded the West Fourth Plain at Franklin Street Intersection Improvements Project in September 2023.
- Construction began in June 2024 and was physically complete in November 2024. The project constructed improvements in the intersection at West Fourth Plain Blvd and Franklin Street. Improvements include ADA-compliant curb ramps, drainage, signing, striping, fiber optic communications, and the installation of a traffic signal.
- This project utilized funds from the Transportation Improvement Board and the Street Fund.
- There was a 3% apprenticeship goal for this project. The contractor fulfilled this goal by having apprentices work 8% of project hours.

Strategic Plan Alignment

Transportation and mobility – a safe, future-ready and convenient transportation system.

Present Situation

The West Fourth Plain at Franklin Street Intersection Improvements project included installing a traffic signal at the intersection of West Fourth Plain Blvd and Franklin Street, constructing ADA-compliant curb ramps, installing pedestrian push buttons, installing fiber, improving the stormwater system, and updating the signing and striping. Advanced Excavating Specialists LLC has satisfactorily completed the improvements in accordance with the contract plans and specifications.

The original contract bid amount was \$788,232. Quantity adjustments during construction resulted in a final contract value of \$743,692.01, an approximate 6% decrease in cost.

There was a 3% apprenticeship goal that the contractor exceeded by using 170 apprenticeship hours out of the total 2,097.2 project hours.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates release of the Contractor's bond.

Challenge(s)

None

Budget Impact

This project was funded by the Street Funding Initiative and the Transportation Improvement Board.

Prior Council Review

Staff Report 174-23, Bid Award for the West Fourth Plain at Franklin Street Intersection Improvement per ITB 23-30 on September 18, 2023.

Action Requested

On Monday, April 21, 2025, accept the West Fourth Plain at Franklin Street Intersection Improvements project as constructed by Advanced Excavating Specialists LLC of Kelso, Washington and authorize release of bond, subject to receipt of all documentation required by law.

Staff Contact

Madeline Burke, Civil Engineer, Madeline.Burke@cityofvancouver.us

Attachments:

1. Map



PLANS FOR PROPOSED
**W FOURTH PLAIN BLVD
AT FRANKLIN ST**

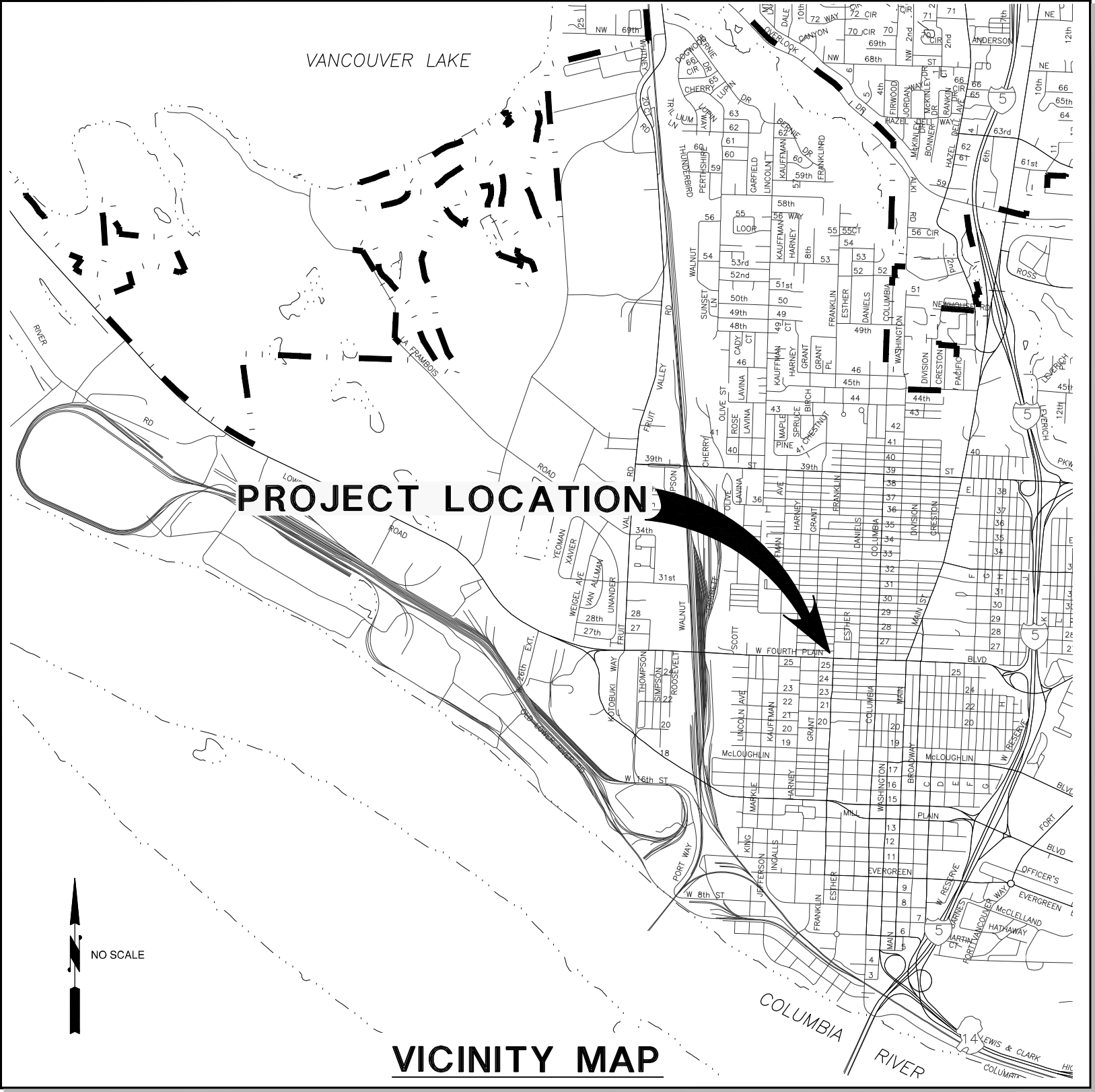
**INTERSECTION
IMPROVEMENTS**

JULY 2023

PROJECT NUMBER - 100665
BUDGET NO. - COST CENTER NUMBER -
TIB NUMBER - 8-5-1847(041)-1

SHEET INDEX

	SHT. NO.	CAT. NO.	DESCRIPTION
GENERAL	1	G01	COVER SHEET
	2	G02	GENERAL NOTES, ABBREVIATIONS AND LEGEND
STREET	3	C01	SITE PREPARATION
	4	C02	SITE PLAN
DRAINAGE AND UTILITIES	5	C03	UTILITY PLAN
	6	C04	STORMWATER PROFILE
GRADING PLANS	7-10	C05-C08	GRADING PLANS
TRAFFIC SIGNAL PLANS	11	S01	TRAFFIC SIGNAL LEGEND
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INTERCONNECT PLANS	13	IC01	INTERCONNECT PLAN
	14	IC02	FIBER OPTIC SPLICE DIAGRAM
	15	IC03	COMMUNICATIONS DETAILS
SIGNING AND STRIPING PLANS	16	SS01	SIGNING AND STRIPING PLAN
	17	SS02	SIGN DETAILS, REMOVAL AND INSTALLATION SPECIFICATIONS
STANDARD PLANS	18	D01	EROSION CONTROL
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	22-26	D05-D09	TRAFFIC SIGNAL
	27	D10	SIGNING
	28	D11	STRIPING



VICINITY MAP



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**PUBLIC WORKS - STREETS
& TRANSPORTATION**
P.O. BOX 1995
VANCOUVER, WA 98668-1995
360-487-7750
FAX: 360-487-4781

APPROVAL BY: **Ryan Lopossa**
TRANSPORTATION DIVISION
MANAGER

Digitally signed by
Ryan Lopossa
Date: 2023.07.17
12:06:40 -07'00'

APPROVAL BY:
TRAFFIC ENGINEERING MANAGER
07/17/2023

APPROVAL BY:
TRANSPORTATION ENGINEERING
MANAGER
07/17/2023 11:32:06 AM

SHEET **1** OF **28**

W FOURTH PLAIN BLVD AT FRANKLIN ST

Staff Report: 081-25

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Contract Amendment – Water Station 14 PFAS Treatment System Engineering Construction Services
- RFQ 32-23

Key Points

- **Compliance with Regulations:** This project will ensure Water Station 14 complies with state and federal PFAS standards for safe drinking water.
- **Grant Funding:** The City has been awarded up to \$12 million in Drinking Water State Revolving Fund (DWSRF) funding from Washington State Department of Health (WDOH) for this project in the form of a forgivable loan (grant).
- **Project Phases:** Design is complete and the project is moving forward with Construction advertising. Phase 3 will extend the existing professional services contract to provide consultant engineering services during bid, construction and commissioning.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

Water Station 14 is a key component of the City's drinking water system with three groundwater wells supplying treated water to the distribution system. Water quality monitoring has identified PFAS contaminants in the groundwater, requiring mitigation to meet state and federal regulatory standards. The Water Station 14 Treatment Systems project will construct treatment facilities to remove PFAS from the drinking water at this site.

To address this, the City issued a Request for Qualifications (RFQ 32-23) for the Water Station 14 PFAS Treatment System Design on April 21, 2023.

The scope of work for the professional services identified in the Request for Qualifications has been divided into three parts to streamline the project scoping;

- Phase 1 included the preliminary design and associated initial permitting tasks.
- Phase 2 included final bid-ready documents.
- Phase 3 to cover support to the City's construction department and provide consultant engineer services during construction & commissioning.

The attached amendment is for the scope of work identified as, 'Phase 3: Water Station 14 PFAS Treatment System Design Project'. This portion of the work is expected to take twenty-three months to complete. The City has been awarded funding for this project through the State Department of Health and intends to use these awarded funds to assist in the cost of design and construction for the

treatment upgrades at Water Station 14.

Advantage(s)

1. Ensures compliance with PFAS regulations by 2029.
2. Leverages grant funding opportunities to minimize costs to the City.
3. Provides engineering and specialty technical services to support construction of the project.
4. Provides technical support during commissioning of new treatment system.

Challenge(s)

The City's water utility has until 2029 to implement PFAS mitigation to remove PFAS substances from the drinking water where it currently exceeds mandated levels recently set by the Environmental Protection Agency.

Budget Impact

Funding for this project will be supported by grants and is identified as PRJ100893 in the approved 2025-2026 Capital Water Budget. The City has been awarded a \$12 million forgivable loan from the Drinking Water State Revolving Fund to support project design and construction. The estimated construction costs are \$10.3 million. The total estimated project cost is \$13.5 million. Approval of this contract amendment will enable the City to meet critical deadlines related to funding and drinking water compliance.

Prior Council Review

- Approved in the 2025-2026 Capital Water Budget.
- Staff Report 176-23, Sept, 18 2023, Phase 1 – Preliminary Design
- Staff Report 091-24, May 13, 2024, Phase 2 – Final Design

Action Requested

On Monday, April 21, 2025, authorize the City Manager, or designee, to finalize and execute Amendment No. 2 to contract C-101426 between the City of Vancouver and Brown and Caldwell. Increase the not-to-exceed amount by \$909,645 to a total of \$2,961,145 and extend the termination date to 1/31/2027.

Staff Contact

Mehrin Selimgir, Civil Engineer, Mehrin.Selimgir@cityofvancouver.us

Attachments:

1. Amendment No 2 draft
2. Amendment No 1 executed
3. Services Contract C-101426 executed
4. Site Aerial Map



SERVICE AGREEMENT #C-101426
AMENDMENT No. 2
Water Station 14 PFAS Treatment System Design

This Amendment amends the Professional Services Agreement number C-101426 by and between the City of Vancouver, hereinafter referred to as "City", and Brown and Caldwell, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$909,645 to a revised authorized amount of \$2,961,145.
2. **Amend** the language contained in Section 1, Scope of Work, with additional language in herein attached and by reference made part of the Contract.
 - Adding Phase 3 to the contract.
3. **Amend** the language contained in Section 4, Term of Agreement, with language in herein as follows.
 - Term date of agreement changed to January 31, 2027.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Brown and Caldwell

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

6500 S Macadam Avenue, Suite 200
Portland, OR 97239
T: 503.244.7005

Water Station 14 PFAS Treatment System Design Project Contract Amendment 2

City of Vancouver

March 2025

Project Overview

The City of Vancouver (City) executed a contract in 2023 for Brown and Caldwell (BC) to provide professional engineering services for a PFAS water treatment system design at Water Station 14 (WS-14) located at 6803 NE 78th Street, in Vancouver, Washington. This scope of work describes BC's ("Consultant") and the City's activities that will occur during Phase 3 of the WS-14 PFAS Treatment System Design Project ("Project") for treatment of PFAS in groundwater produced from the City's wells at WS-14. BC is proceeding with bid support and engineering services after completion of design activities that occurred during Phase 1 and Phase 2 of the project, with anticipated Advertisement for Bid in March 2025. Phase 3 support work is anticipated to begin in April 2025.

This scope of work for Phase 3 is an amendment to the existing C-101426 contract to provide services during construction (SDCs) and services following construction (SFC). These additional services are being requested as Amendment 2.

Scope Summary and Work Breakdown Structure

The tasks included in the Amendment 2 scope of work are based on the following assumptions:

- Estimated effort to complete the project
- Engineering services during construction to help confirm the Contractor is proposing the specified construction materials, equipment, and performing the construction in accordance with the intent of the drawings and specifications.
- The City will serve as the Construction Manager and will receive, log, and distribute construction-related documents to the BC team, such as requests for Information (RFIs), submittals, and change requests from the Contractor.
- BC will prepare the PFAS Treatment O&M Manual.
- BC will also prepare record drawings. This effort will include updating WS14's Site Utility Plan.
- The City will complete the DOH Project Completion Report to fulfill the SRF, as well as general water system improvement requirements. BC will provide review.
- Major anticipated milestones for the Contractor's activities are as follows:
 - Substantial completion: no later than December 31, 2026
 - Final close-out: January 31, 2027

WS-14 PFAS Services During Construction Phases and Tasks		
Phase 130	Project Management and Funding Administration	
	Task 110	PM/City Construction Progress Meetings
	Task 120	Phase 3 Project Management
Phase 710	Permitting Response and Bid Support	
	Task 711	Permitting
	Task 712	Bid Support
Phase 720	Office Engineering	
	Task 721	Submittal Review
	Task 722	RFI Response and Clarifications
	Task 723	Change Order Consultation
	Task 724	SRF Contract Document Compliance
	Task 725	Document Management System
Phase 730	On-Site Support	
	Task 731	Project Site Visits and Special Inspections
Phase 740	Record Drawings	
Phase 750	PFAS Treatment Commissioning Support	
	Task 751	General Startup and Commissioning Services
	Task 752	Operations Manual
	Task 753	Project Walk-through
Phase 760	Power System Study/Arc Flash Support	
	Task 761	Field Services, Data Collection/Verification
	Task 762	Field Services, Arc Flash Warning Labels
	Task 763	Power Studies
	Task 764	Arc Flash Analysis
	Task 765	Office Engineering, Arc Flash Warning Labels
Phase 770	Operational Support Tool Development	
	Task 771	Tool Requirements Gathering
	Task 772	Development of Input Forms
	Task 773	Data Integration and Management
	Task 774	Dashboard Development and User Acceptance Testing

Phase 130: Project Management

Task 110: PM/City Construction Progress Meetings

Activities:

- BC will receive and log all communications. BC's official written communications will be shared with the City's Construction Management team.
- Attendance of two BC staff members in biweekly construction meetings organized and managed by the City.

Assumptions:

- BC will be responsible for specific meeting agenda items.
- The City Construction Management team will coordinate, produce, and distribute meeting agendas and minutes.
- Meetings will be held by MS Teams and virtual.
- Progress meetings are estimated to be 1 hour, biweekly for the duration of the construction phase, for two (2) BC team members at all meetings. Timing includes 15 minutes to prep for each meeting.
- Attendance will be by the Project Manager, Deputy Project Manager, Design Manager, and/or discipline lead representative (who may vary based on construction activities and representation needs).

Task 120: Phase 3 Project Management

This task is allocated for BC to oversee and administer the project as well as contracting, management, and communications with project subconsultants. BC will coordinate weekly with the City throughout the project.

Activities/Assumptions:

- Amendment includes project management from April 2025 through February 2027, for a total duration of 23 months.
- Project Management Plan update to document the key project information to assist in executing the project. The key elements of the project plan are described as follows:
 - Project Team members, roles, and responsibilities.
 - Scope of Services with work breakdown structure (detailed in this document).
 - Communications and documentation plan.
 - Update to risk management plan and risk register to describe, categorize, and mitigate risks associated with the project.
 - Health and safety plan: prepared for BC's staff who will be working on the project and visiting the site.
 - Change management process which includes a decision log and action item log.

It is envisioned that the Project Management Plan will be updated as needed to reflect project changes.

- BC will be responsible for the management of the Engineering project team's performance, hours expended, and cost monitoring and reporting this information to the City. Monthly invoices will be prepared and submitted to the City that reports out on the work completed during the reporting period.
- Monthly project status reports will be submitted. These will only be completed if active work is progressing. The report will include a brief summary of project activities completed by the

BC team with the intention of tracking scope, budget, and schedule changes, as well as a list of submittals, RFIs, and project meetings attended by BC.

- BC will continue BC's system to manage, track, and store the relevant documents produced between the City, BC, Contractor, and subcontractors during the construction phase.
- BC will provide project archiving in accordance with City/BC contract retention requirements and BC's retention policy.

Phase Deliverables:

- Updated Project Management Plan
- Monthly invoices and project status reports.

Office and Field Services

The purpose of these services is for BC to provide office and field services to support the City during construction. This is based on the understanding that the BC will provide part-time on-site representatives to aid in the design interpretation and consultation, provide on-site observation services throughout the construction, commissioning, startup, and testing phases of the project. These services are for technical support and general inspections. Services associated with contracted general and supplemental conditions (non-design related) will be provided by the City's Construction Management team.

Key offices services for SDCs are summarized below:

- Virtual meeting attendance and general project coordination.
- Review shop drawings and submittals.
- Respond to requests for information (RFIs).
- Provide change order consultation.
- Submittal, RFI, and change order tracking.

Key field services for SDCs are summarized below:

- Discipline specific on-site observations.
- Start-up assistance and guidance.

Key deliverables for SDCs include:

- Responses to RFIs.
- Change order recommendations.
- Shop drawing and submittal review comments.
- Documents associated with design changes during construction phase.
- Record drawings as .DWG and .PDF files.
- WS14 Site Utility Plan, full-size prints.
- PFAS Treatment O&M Manual

Phase 710: Permitting Response and Bid Support

Task 711: Permitting Response

This task includes BC support to respond to comments from submission of the building permit, DOH and SRF compliance, as well as resubmission to the City's land use department and Clark Regional Wastewater District. An allotment of 105 hours has been allocated for responses and revisions to the construction documents.

Task 712: Bid Support

This task includes BC support to the City during the bidding for construction services, as requested. The City will lead the bidding process including the advertising, bidder tracking and documentation, publication of the bid documents and addenda, and evaluation and award of the contractor. BC will assist in answering questions and providing technical support during the bidding process.

Activities:

- BC will respond to an estimated 30 bidder questions with an average of two (2) hours to respond to each.
- BC will provide up to two (2) addenda to incorporate additional permitting or technical design requirements received during the bid period. Only select disciplines were assumed to require an addenda.
- Develop conformed documents based on issued addenda. After the contractor has been awarded, BC will integrate any addenda, clarifications, or minor modifications that result from the bidding process for an 'Issue for Construction' (IFC) set signed and sealed by a licensed professional engineer or architect.

Assumptions:

- Memorandum with written responses to bidder questions delivered to the City in electronic format.
- There is no bid protest.
- This task assumes one (1) 2-hour pre-bid conference in-person.

Deliverables:

- Issued for Construction (or conformed) drawings in .DWG and .PDF formats.
- Issued for Construction (or conformed) technical specifications in .pdf format.

Phase 720: Office Engineering

This task involves supporting the City with submittal reviews, RFIs, and change orders. Submittals will be reviewed for general conformance with the project design concept and general compliance with the information or design requirements given in the Contract Documents.

Task 721: Submittal Review

This task includes a review of the Contractor's shop drawings, submittals, and samples.

Technical submittals will be reviewed for general conformance with the project's design intent, with general compliance with the information or design requirements given in the contract documents. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such a review a guarantee that the work covered by the submittals is free of errors, inconsistencies, or omissions.

BC will perform these services within the duration allotted by the original construction contract as established by the Contractor's notice to proceed. Should any submittal be found to be substantially deficient in technical requirements or in overall format and organization as stipulated in the specifications, BC may reject the submittal without markups, while giving written examples of major deficiencies as cause for rejection. Written responses, in the form of written comments and/or marked-up submittals, will be transmitted to the City and Contractor.

BC will obtain from the Contractor a proposed submittal schedule, which shall identify the shop drawings, samples, and other submittals and anticipated dates for submission. BC will use the City's

or Contractor's document control software/processes for the general workflow for submittals, but will additionally track the submittals, reviewers, and status internally as needed for quality control and tracking.

Assumptions:

- Up to 227 submittals and resubmittals are included. This includes shop drawings, operations and maintenance submittals, and independent testing/samples.
 - An average of five (5) hours per submittal has been allocated for 73 submittals, and an average of two (2) hours per submittal has been allocated for 78 submittals, with allocation for one resubmittal for 50% of the total number of submittals. Resubmittal review is assumed at 1.5 hour. Administrative support and quality control reviews are assumed at 1 hours each per submittal.
- Number of submittals and hours are an estimate and may not reflect the actual number of submittals or time required for submittal review.
- Submittal metrics will be reviewed monthly and included in the monthly progress report.

Deliverables:

- Completion of submittal form and attachments (as necessary) based on technical submittal review

Task 722: RFI Responses, Clarifications

This task includes a review of the Contractor's requests for information (RFIs), issuance of field orders (FOs) and clarifications that do not require changes to the contract documents.

BC will review the Contractor's RFIs or clarifications of the contract for construction. This includes interpreting the contract documents when requested by the Contractor. BC understands that RFI or clarification submittals requiring review will be routed to BC by the City Construction Manager. BC will coordinate and issue responses to the requests and provide a response to the City's Construction Manager.

Proposed Substitutions: BC will assist the City in reviewing and responding to the Contractor's requests for substitution of materials and equipment received. BC will review such requests and submit a response indicating them as to the acceptability of such substitutions, additional information required, or indicate the substitution as not being in accordance with the design intent.

Assumptions:

- Up to 50 RFIs/clarifications are included.
- An average of 4 hours per RFI/Clarification are allocated for BC to prepare responses. This is based on the Contractor providing sufficient information or communication to BC as appropriate to minimize RFI interpretation.
 - QC review of all responses will be completed at a rate of 1 hour per document prior to transmittal back to Contractor.
 - 0.5 hr is also allocated for tracking RFIs and coordinating receipt/response
- Number of RFIs/Clarification hours are an estimate and may not reflect the actual number of RFIs or time required for RFI review.

Deliverables:

- Written response to technical RFIs

Task 723: Change Order Consultation

This task includes a review and preparation of contract-related changes.

Changes: BC will assist the City with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications, and other information for the change are to be completed as agreed by the City. BC understands the cost of such changes will be reviewed with the Contractor and the City.

Review of Changes: BC will review Contractor requested changes and Contractor's responses to City requested changes through the City's document control system. BC will make recommendations to City regarding the acceptability of the Contractor's request and upon approval by the City, review the changes for incorporation into the design. BC will modify any design related documents and City will issue final change documentation for transmittal to the Contractor.

Assumptions:

- An average of 16 hours per change for review, design, negotiation, and finalization.
- Up to 10 changes are included for City or Contractor requested changes.

Deliverables:

- Completion of change order template and updates to construction documents to incorporate change order

Task 724: SRF Contract Document Compliance

BC will assist the City with review of solicitation documents by the Contractor for SRF funding compliance requirements. DOH intends to audit this construction project, so these activities are to support the City with compliance. This effort includes the following activities:

Activities:

- Review of Contractor documentation of 6 Good Faith Efforts and other DBE requirements as a part of bid submittal for compliance check
- Participation in Preconstruction Conference per SRF Compliance Plan requirements
- Guidance and compliance check on AIS documentation and labor compliance in onsite binder with hardcopy documentation
- Review of the DOH Project Completion Report
- Review of records and record retention plan per SRF compliance requirements.

A total of 40 hours has been budgeted for primarily Seema Chavan and BC's Project Manager to support this compliance effort.

Task 725: Document Management System

BC will track Contractor's submittals in a management system to receive, track status of, review, and transmit submittals, RFIs, and other documentation such as design changes between the Contractor, BC, and City, in accordance with procedures established in the contract documents.

Assumptions:

- An Excel-based tool will be used to track submittal response timelines and response times

Phase 730: On-Site Support

This task involves providing limited on-site support of the construction effort by the engineering discipline leads.

Task 731: Project Site Visits and Special Inspections

Review of Work: On-site representative will conduct on-site observations of the work in progress to verify that it is generally in accordance with the contract documents and while monitoring that the

work is completed in accordance with the schedule. Representative will advise the City of any work that is believed should be corrected, rejected, uncovered for observation, or require additional inspection or testing for approval. All special testing and inspection will be accomplished in the presence of the representative.

Observations and Tests: Observations of select tests completed by the Contractor, as required by the contract documents or as reasonably necessary. This includes Contractor transmittal to representative and review of all certificates of inspections, tests, and approvals, and management of the requirements of all Special Inspections as coordinated by the Contractor. BC will consult with and coordinate on-site attendance for a representative with Contractor for observation of or general inspection of Contractor activities with BC's design team as needed.

Assumptions:

- Disciplines Specific Inspections:
 - Post visit documentation assumed at 2 hours per visit.
 - Civil: Two site visits by the civil engineer at 5 hours/trip at 10 hours total. Plus one additional civil engineer trip at 16 hours/trip for 16 hours total.
 - Electrical: one site visits by the electrical engineer at 8 hrs/trip at 8 hours total.
 - Controls: one site visit by the instrumentation and controls engineer at 16 hours/trip at 16 hours total.
 - Structural: A total of three site visits by the structural engineer at 6 hrs/trip at 18 hours total.
 - Mechanical: A total of two site visits by the process-mechanical engineer at 16 hrs/trip at 32 hours total.
 - Landscape architect: Two site visits by landscape architect at 2 hours/trip for a total of 8 hours total.
 - Architect: Two site visits by architect at 2 hours/trip for a total of 8 hours total.
- Milestone Visits:
 - Project Manager and Design or Deputy Project Manager: Four PM site visit at 16 hrs/trip at 64 hours total.

Deliverables:

- Documentation for site visits of nonconformance and construction deficiencies (as necessary) with construction photos, requested changes and RFI tracking as applicable.

Phase 740: Record Drawings

Contractor shall be responsible for maintaining a current set of red-line markups and an accurate set of record drawings throughout the construction phase. As part of project closeout activities, after substantial completion and punchlist activities are completed, City will deliver red-line record drawings to BC for assessment of accuracy and completeness.

BC will revise CAD developed drawings and issue a final record drawing package based upon red-line markups from City.

Assumptions:

- Actual effort will need to be based on the extent of the red-lines submitted.
- As-built markups by the Contractor meet the requirements for record drawings as specified in Specification Section 01 78 39.

- Budget for Record Drawings is anticipated at 0.5 hour per drawings (124 drawings total) for updating title blocks and 4 hours for modifications of 50 drawings with the following assumptions:
 - One hour for engineering mark-up
 - One hour for CAD designer revisions
 - 0.5 hours for engineering backcheck
 - 0.5 hours allocated for any additional CAD revisions and creating PDF version
- Record drawings will not be sealed and signed.

Deliverables:

- Draft and final electronic record drawings in half size (11x17) format in AutoCAD and PDF to the City.

Phase 750: PFAS Treatment Commissioning Support

Task 751: General Startup and Commissioning Services

Startup Support: BC will furnish assistance to the City in PFAS treatment start-up and initial plant operation. These services include review of the Contractor's plans for training, startup and commissioning, participation in planning meetings and on-site participation during testing and startup.

BC has included a total of 200 hours to assist in technical advice in the planning and development of the City's commissioning plan and on-site startup support. Occupancy and startup permits will be secured by the Contractor and the City including coordination with inspecting and regulatory agencies.

Assumptions:

- Startup support assumes up to ten (5) full days for BC project manager/PFAS treatment SME and process mechanical leads, and three (3) full days for electrical and instrumentation and control leads.
- Start-up support includes two and a half days for each of the booster pump upgrades for process-mechanical
- Coordination of vendor operations and maintenance manuals and training documentation provided by Contractor.
- Review of pressure vessel and GAC vendors proposed training materials
- Assumes coordination with Washington Department of Health on start-up blending procedure for raw water and GAC-treated water during initial start-up
- Assumes support of sampling and monitoring for compliance with Clark Regional Wastewater District requirements

Task 752: Operations Manual

BC will develop a PFAS Treatment Operations Manual describing operation of the GAC facility and systems. This manual will utilize the process control descriptions as a basis to generally outline the various primary modes of operation that may be used, including both normal and initial emergency operation procedures. The manual will outline the purpose and basic concept of the various processes that are incorporated into the overall plant. The Contractor will prepare and submit manufacturer specific operation and maintenance manuals in accordance with the contract specifications and these will be reviewed by BC as part of the submittal and construction closeout processes.

Where appropriate, reference will be made to the manufacturer's detailed operations and maintenance submittals. It will include instructions for process operations and test or laboratory procedures that may be required to monitor the performance of the facilities. The manual will be suitable for use as an operational tool and to facilitate operator training. The manual will be produced in a computerized format using commercially available software.

Deliverables:

- PFAS Treatment Operations Manual, draft and final
- Start-up SOP including blending approach for blending raw water with GAC-treated water following first media placement

Task 753: Project Walk-through

BC, in consultation with the City, shall provide inspections at substantial and final completion. BC shall, in conjunction with the Contractor, prepare up to 2 separate punch lists of items requiring completion or correction. BC shall make recommendations to the City regarding acceptance of the work based on results of the final inspection.

BC shall monitor punch list progress and provide recommendation of initial acceptance. In conjunction with initial acceptance, BC shall provide recommendation for initiation of warranty period.

Deliverables:

- Substantial Complete Punch Lists
- Recommendation of Initial Acceptance
- Warranty Period Letter

Phase 760: Power System Study/Arc Flash Support

BC will provide an evaluation of the site's Electrical Distribution System (EDS) for short circuit current values, arc flash hazard analysis energy levels, and coordination of the overcurrent devices found in the EDS. BC will use BC software of choice to create and develop the power system model and Power System Study (PSS) for all new and existing EDS equipment as indicated:

- BC will request updated Utility information from the power company for updated short circuit current available at the incoming feeder.
- BC will perform a site survey to gather data on the electrical equipment necessary for the PSS.
- BC will prepare a limited coordination study and recommended settings for the new electrical equipment associated with this project and submit to the Electrical Contractor for implementation.
- BC will create an Arc Flash Hazard Analysis Report (AFHAR) for the site EDS.

Results of the arc flash hazard analysis will be used to define the flash protection boundary and the incident energy levels when working on energized electrical equipment. Personal Protective Equipment (PPE) will be suggested based on guidelines in the National Fire Protection Association (NFPA) 70E. Power distribution equipment labels will be installed identifying the hazard levels, working distances, and PPE required to perform work on the energized equipment by a qualified person.

Task 761: Field Services, Data Collection/Verification**Activities:**

Electrical Power System Study (PSS) requires a model of the electrical distribution system. Developing this model requires detailed data collection. The consultant shall be accompanied by a City Employee Qualified Person to access electrical equipment. BC will perform a site survey to gather data on the electrical equipment necessary for the PSS. The following is the type of information that may need gathered, along with any other pertinent information needed for the PSS:

- Distribution Equipment: manufacturer, model, amps, voltage, short circuit rating
- Overcurrent protection devices: model, manufacturer, amps, settings, voltage, interrupting rating
- Relays: model, manufacturer, CT ratio, settings
- Transformer data: rated primary and secondary voltages, percent impedance, X/R ratio, and kVA rating.
- Cable: size and length
- Motors: manufacturer, rated HP, voltage
- Redlines of equipment Single Line Diagrams

Task 762: Field Services, Arc Flash Warning Labels**Activities:**

- During site visits, review breaker settings in the field for purposes of comparing to the settings provided by BC engineering to conditions found in the field.
- Install arc flash PPE labels for electrical equipment upon satisfactory review of any setting changes implemented by contractor, testing firm, or owner. Labels applied will meet current NFPA requirements

Task 763: Power Studies**Activities:**

- Prepare a software model for short circuit and protective device coordination studies using existing drawings, redline SLD's from field data collection, and other information obtained by BC field investigations team during the site visits. Completed studies will be in BC standard format and included in the AFHAR.
- Development multiple scenarios required for switching schemes including alternate source power for each site. Complex electrical systems could require 2 or more scenarios for possible switching schemes with maximum / minimum fault contribution values provided by Utility.
- Perform a short circuit study to evaluate the ability of the electrical systems to withstand and interrupt calculated short circuit values for faults at investigated buses. Device duties for modeled equipment are compared against maximum short circuit values to ensure that equipment is adequately rated. Fault values shall also be used to plot and determine maximum trip characteristics and cutoff points on device coordination curves.
- Review existing coordination settings as found during field investigations for system coordination best practices. If mis-coordination is determined, BC will provide recommendations for setting changes and will be included in the AFHAR.

Task 764: Arc Flash Analysis**Activities:**

- Perform an arc flash hazard analysis to determine incident energy and arc flash boundary for each location as required to comply with Occupational Safety and Health Administration (OSHA), the National Electrical Code (NEC), NFPA 70E and Institute of Electrical and Electronics Engineers (IEEE) standards and requirements. An arc flash hazard analysis is used to determine the incident energy (arc energy) that an employee would be exposed to if an arc flash incident were to occur.

Task 765: Office Engineering, Arc Flash Warning Labels**Activities:**

- Provide arc flash PPE labels for electrical equipment modeled. The printed labels to be applied in the field will be reflective of the final recommended settings provided by the final AFHAR and will be applied once the owner has implemented all changes. This task will include arc flash/PPE labels based on current BC standards. A PDF copy of all labels to be applied in the field will be included in the AFHAR

Assumptions:

- Create an electronic model of the EDS based on the information gathered during data collection and from Contractor new equipment and cabling type/lengths (provided by Contractor). The model shall include all of the new electrical equipment being installed under the above-mentioned projects that is likely to require examination, adjustment, servicing, or maintenance while energized down to 240V single-phase (1 ϕ). Single-line diagrams will be generated in the electronic modeling software.
- The evaluations meet the NEC requirements and includes all 3 phase systems (3 ϕ), all 3 phase loads and 240-volt (V) and above single-phase. The industry standard governing arc flash calculations, IEEE 1584, does not define single-phase arc flash calculations, thus single-phase loads below 240V are not necessarily modeled or included in a power system study. Additionally, IEEE 1584 states: "Sustainable arcs are possible but are less likely in three-phase systems operating at 240V nominal or less with an available short circuit current below 2,000 amps (A)."
- The City will:
 - De-energize electrical equipment and/or open electrical equipment for data collection by BC team
 - Provide as-built SLD information where available.
 - Provide copies of the approved manufacturer's O&M data on all electrical distribution equipment upon request.

Phase Deliverables:

- Apply vinyl, UV laminated arc flash hazard warning labels to equipment modeled.
- One copy of each of the following electronic formats:
 - Native electronic copy.
 - Software model for Short Circuit, Power Coordination Studies and Arc Flash Analysis.
 - Final AFHAR in PDF format, sealed by a P.E.

Phase 770: Operational Support Tool Development

The City is in need of digital tools that support both reporting and operations to manage and visualize PFAS sampling results, as well as a tool to track and manage the media change out in the newly installed PFAS pressure vessels. With Water Station 14 being constructed and the addition of 6 new pressure vessels coming online, as well as the future build-out of the other water station PFAS treatment systems, there are anticipated to be a total of 104 pressure vessels in which the media change out will need to be managed. To those ends, the goal of this new digital tool will be to:

- Enable visualizing the current state of each vessel, primarily the lead-lag configuration
- Enable predictions of media exhaustion for each pressure vessel such that operations can plan for the media change out or to switch the lead-lag configuration for each vessel pair.
- Track backwashing cycles and performance from backwashing efforts (full or fluff)
- Visualizing status of each water station and the estimated media life left in each vessel as a quick look
- Visualizing PFAS sampling results for each water station

Task 771: Tool Requirements Gathering

Objective of this task is to gather the list of preliminary user requirements for the tool. This effort is centered around gaining alignment among the stakeholder groups and what they need out of the tool in order to support their job function.

Activities:

- BC will develop the preliminary list of user requirements for the tool and then hold a 1.5 hour workshop to facilitate feedback and discussion around the primary user requirements of the tool.

Assumptions:

- Stakeholder groups will be limited to City Operations and Engineering groups.
- BC will have three people in attendance for 1.5 hours.
- City will provide documentation on licensing available related to Power BI, Power Apps, Microsoft Forms, Office 365

Deliverables:

- Consolidated list of user requirements (how the tool needs to function) in the form of Meeting Minutes.

Task 772: Development of Input Forms

The objective of this task is to select and test a form that allows the City to easily and automatically import data from laboratory sources into a dashboard.

Activities:

- Select a software tool; current acceptable tools are MS Forms or Power Apps.
- Develop/build the draft data collection forms that align with the data needs of the dashboard. Review data draft data collection tool with the City to ensure that it aligns with how they current receive PFAS test results.
- Develop and test the process to retrieve the appropriate SCADA data from the SCADA historian. For the purposes of this tool, this assumes that hourly SCADA data can be provided via email to a Service Account inbox as a .csv or .xlsx file. This data can be ingested via the Microsoft exchange server.

- Test data collection forms. Testing will be done via a sample form with dummy data and then sending it through the workflow process to ensure that data being entered by end users is being properly inputted into the dashboard with little to no manual intervention required.
- Prepare dataset for consumption by Power BI

Assumptions:

- The City has tools/licensing to support either a Microsoft Forms or Power Apps approach for the laboratory data.
- SCADA data can be securely emailed to a Service account from the Operational Technology information systems (typically a SCADA Historian).
- BC personnel will require access to the City's business network and licensing to build the tool in the City's environment. BC will not be hosting this tool in BC's environment.

Deliverables:

- Draft and final data collection forms

Task 773: Data Integration and Management

The objective of this task is to develop data integration between multiple client data sources (laboratory and SCADA data), and help manage/maintain the integrity of the data for the media change out dashboards.

Activities:

- Fixing data integrity errors
- Debugging data quality issues
- Maintaining data model as needed

Assumptions:

- Data will be managed through Microsoft based tools; Power BI, Power Query or Dataflows.
- A service account will be provided to BC for the development of the integrated data and the dashboards on the City's business network.

Deliverables:

- None

Task 774: Dashboard Development and User Acceptance Testing

The objective of this task is to develop the dashboards and test the data in the dashboard.

Activities:

- Develop conceptual level dashboards for review by the City. These dashboards will be based on the user requirements defined in the Tool Requirements Task.
- 1.5 hour workshop will be held to review and intake comments from City stakeholders on the usability of the dashboards. After this workshop BC will make changes to the dashboards per the comments at the workshop.
- The updated dashboards will then be tested the City stakeholders to confirm functionality
- Finalized dashboard will be published in the City environment

Assumptions:

- Service account will be provided for the development of the integrated data (and the dashboards)

- Dashboard maintenance and upkeep will be contracted in an amendment to this project or through the on-call.

Deliverables:

- Workshop meeting agenda and minutes
- Draft Dashboard
- Finalized Dashboard

Schedule

The described services will be provided for the upcoming construction contract. The anticipated contract period is expected to be complete by February 2027. A detailed schedule for Phase 3 is provided on the subsequent page.

Budget

The budget for Amendment 2 is provided in Exhibit B.

			Lynn Stephens	Brittany Bax	Joanie Stultz	Kelly Kimball	Tony Actis	Shania Lynch	Thomas Carroll	Dennis Mulacek	Kyle Hay	Karen Brinker	Caylin Cyr	Tom Lemon	Marc Maisonville	Jim Cook	Linnea Lubke	Nila Molodih	Bambang Nursuwito	Dan Stewart	Ashraf Qadan	Jon Harper	Tina Rossillon
											Process- Mech / PFAS SME	Lead Process Mech Engineer	Process- Mech Engineer	Proc- Mech Designer	Electrical QAQC	Electrical Lead	I&C Lead	Electrical and I&C Support	Electrical and I&C CAD	Build Mech QAQC	Struct Engineer	Struct QC	Civil Lead
Phase	Task	Phase Description	\$330	\$135	\$234	\$344	\$234	\$156	\$234	\$330	\$234	\$234	\$181	\$203	\$330	\$273	\$330	\$156	\$156	\$330	\$234	\$330	\$234
130		Project Management	219	54	0	0	92	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	110	PM/City Construction Progress Meetings	60				60																
	120	Phase 3 Project Management	159	54			32																
710		Permitting Response and Bid Support	38	0	20	0	14	20	0	0	0	14	0	14	0	8	6	0	8	0	1	2	28
	711	Permitting Response	16				2	12				6		6			2				1	2	20
	712	Bid Support	22		20		12	8				8		8		8	4		8				8
720		Office Engineering	140	0	46	0	329	177	0	0	0	172	151	0	0	108	67	23	0	8	100	11	72
	721	Submittal Review	65		6		179					132	131			68	47	23		8	60	11	32
	722	RFI Response and Clarifications	25				25					40	20			40	20				40		40
	723	Change Order Consultation	40		40		80																
	724	SRF Contract Document Compliance	10																				
	725	Document Management System					45	177															
730		On-Site Support	32	0	16	0	16	0	0	0	0	0	32	0	0	8	16	0	0	0	0	18	16
	731	Project Site Visits and Special Inspections	32		16		16						32			8	16					18	16
740		Record Drawings	8	0	0	0	16	0	0	0	0	38	0	38	0	15	15	0	30	0	0	0	0
	741	Record Drawings	8				16					38		38		15	15		30				
750		PFAS Treatment Comissioning Support	92	0	56	0	32	6	0	0	16	16	96	0	0	56	56	0	0	0	0	0	0
	751	General Startup and Commissioning Services	56		32		16				8		40			24	24						
	752	Operations Manual	20		24			6			8	16	40			16	32						
	753	Project Walk-through	16				16						16			16							
760		Power System Study/Arc Flash Support	0	0	0	4	0	0	0	0	0	0	0	0	4	28	0	110	0	0	0	0	0
	761	Field Services: Data Collection/Verification														12		24					
	762	Field Services: Arc Flash Warning Labels				2												8					
	763	Office Engineering: Power Studies														2	8	60					
	764	Office Engineering: Arc Flash Analysis														2	8	12					
	765	Office Engineering: Arc Flash Warning Labels				2												6					
770		Operational Support Tool Development	28	0	0	12	0	0	183	24	4	0	0	0	0	0	0	0	0	0	0	0	0
	771	Tool Requirements Gathering	8			4			15	6													
	772	Development of Input Forms	8			4			48	6													
	773	Data Integration and Management	4						60	6	4												
	774	Dashboard Development and User Acceptance Testing	8			4			60	6													
Total			557	54	138	16	499	203	183	24	20	240	279	52	4	223	160	133	38	8	101	31	116

Notes:

1. Labor budgets include yearly escalation of 3% for work performed after January 1, 2026.

2. Miscellaneous project expenses (software licenses, printing, etc.) are included in the hourly rates and not billed separately.

3. Mileage costs are based on the IRS standard mileage rate, currently \$0.7 per mile.

4. Hours and Dollars are rounded to nearest whole number.

			Natalie Chow	Eric Stiles	Dade Irwin	Seema Chavan	Savannah Wujask	Steve Vasquez										
												MWA	Greenworks	S&W	ESA			
Phase	Task	Phase Description	Civil Engineer	Civil CAD	BIM Lead	Funding SME	Funding Support	Billor	Total Labor Hours	Total Labor Effort	Expenses	Architecture	Landscape Architecture	Geotech	Permitting Support	Total Sub Cost	Total Expense Effort	Total Effort
			\$181	\$203	\$203	\$344	\$135	\$156										
130		Project Management	0	0	0	0	0	24	389	\$ 105,618	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,618
	110	PM/City Construction Progress Meetings							120	\$ 33,488								
	120	Phase 3 Project Management						24	269	\$ 72,130								
710		Permitting Response and Bid Support	20	20	14	0	0	0	227	\$ 53,114	\$ 1,000	\$ 2,371	\$ -	\$ -	\$ -	\$ 2,371	\$ 3,490	\$ 56,604
	711	Permitting Response	20	12	6				105	\$ 23,750						\$ -		
	712	Bid Support		8	8				122	\$ 29,364	\$ 1,000	2,371				\$ 2,371		
720		Office Engineering	32	0	0	24	14	0	1,485.19	\$ 351,182	\$ -	\$ 23,896	\$ 6,300	\$ -	\$ -	\$ 30,196	\$ 31,706	\$ 382,887
	721	Submittal Review	32				8		813	\$ 194,547		\$ 23,896	\$ 6,300			\$ 30,196	\$ 31,706	
	722	RFI Response and Clarifications							250	\$ 64,397								
	723	Change Order Consultation							160	\$ 41,690								
	724	SRF Contract Document Compliance				24	6		40	\$ 12,366								
	725	Document Management System							222	\$ 38,181								
730		On-Site Support	10	0	0	0	0	0	164	\$ 42,798	\$ 9,934	\$ 4,200	\$ 5,250	\$ -	\$ -	\$ 9,450	\$ 19,857	\$ 62,655
	731	Project Site Visits and Special Inspections	10						164	\$ 42,798	\$ 9,934	\$ 4,200	\$ 5,250			\$ 9,450		
740		Record Drawings	15	30	63	0	0	0	267	\$ 60,473	\$ -	\$ 7,875	\$ -	\$ -	\$ -	\$ 7,875	\$ 8,269	\$ 68,742
	741	Record Drawings	15	30	63				267	\$ 60,473		\$ 7,875				\$ 7,875		
750		PFAS Treatment Comissioning Support	8	0	0	0	0	0	434	\$ 117,591	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 129,591
	751	General Startup and Commissioning Services							200	\$ 55,721	\$ 9,000							
	752	Operations Manual							162	\$ 43,312								
	753	Project Walk-through	8						72	\$ 18,558	\$ 3,000							
760		Power System Study/Arc Flash Support	0	0	0	0	0	0	146	\$ 29,175	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ 30,375
	761	Field Services: Data Collection/Verification							36	\$ 7,448	\$ 800							
	762	Field Services: Arc Flash Warning Labels							10	\$ 2,054	\$ 400							
	763	Office Engineering: Power Studies							70	\$ 12,947								
	764	Office Engineering: Arc Flash Analysis							22	\$ 5,003								
	765	Office Engineering: Arc Flash Warning Labels							8	\$ 1,723								
770		Operational Support Tool Development	0	0	0	0	0	0	251	\$ 69,173	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 73,173
	771	Tool Requirements Gathering							33	\$ 10,085	\$ 2,000							
	772	Development of Input Forms							66	\$ 18,277								
	773	Data Integration and Management							74	\$ 19,555								
	774	Dashboard Development and User Acceptance Testing							78	\$ 21,256	\$ 2,000							
		Total	85	50	77	24	14	24	3,363	\$ 829,124	\$ 28,134	\$ 38,342	\$ 11,550	\$ -	\$ -	\$ 49,892	\$ 80,520	\$ 909,645

Notes:

1. Labor budgets include yearly escalation of 3% for work performed after January 1, 2026.

2. Miscellaneous project expenses (software licenses, printing, etc.) are included in the hourly rates and not billed separately.

3. Mileage costs are based on the IRS standard mileage rate, currently \$0.7 per mile.

4. Hours and Dollars are rounded to nearest whole number.



SERVICE AGREEMENT #C-101426

AMENDMENT No. 1

Water Station 14 PFAS Treatment System Design

This Agreement amends the Professional Services Agreement number C-101426 by and between the City of Vancouver, hereinafter referred to as "City", and Brown and Caldwell, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,332,800 to a revised authorized amount of \$2,051,500.
2. **Amend** the language contained in Section 1, Scope of Work, with additional language in herein attached and by reference made part of the Contract.
 - Adding Phase 2 to the contract.
3. **Amend** the language contained in Section 4, Term of Agreement, with language in herein as follows.
 - Term date of agreement changed to April 30, 2025.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

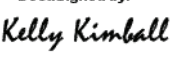
This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Brown and Calwell

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

DocuSigned by:

DF974EBC46F64B2...
Signature

5/29/2024
Date

kelly kimball Vice President
Printed Name /Title

Attest:

5/14/2024
Date

DocuSigned by:

AF6D92D4E38847B...
Anthony Glenn, Treasurer

For: Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney



Exhibit A Phase 2 Scope of Work

6500 S Macadam Avenue, Suite 200
Portland, OR 97239
T: 503.244.7005

Water Station 14 PFAS Treatment System Design Project Contract Amendment 1

City of Vancouver

Phase 2 Scope of Work

April 19, 2024

Project Overview

The City of Vancouver (City) executed a contract in 2023 for Brown and Caldwell (BC) to provide professional engineering services for a PFAS water treatment system design at Water Station 14 (WS-14) located at 6803 NE 78th St, in Vancouver, Washington. This scope of work describes BC's ("Consultant") and the City's activities that will occur during Phase 2 of the WS-14 PFAS Treatment System Design Project ("Project") for treatment of PFAS in groundwater produced from the City's wells at WS-14. BC has completed preliminary design activities during the Phase 1 contract of the Project and will continue subcontracting with Shannon & Wilson, Greenworks, MWA Architects, and ESA to provide project support throughout Phase 2. This scope of work is an amendment to the existing C-101426 contract established during Phase 1 activities.

Background

The City owns and operates the 3rd largest state-regulated municipal water system in the State of Washington. Vancouver's source of drinking water is 100% groundwater. There are nine well fields with a total of 40 wells in the City's system. These wells produce an average daily demand of 27 million gallons (MG) serving approximately 280,000 people. The City's service area covers approximately 72 square miles incorporating areas within the City limits and extending into unincorporated Clark County.

WS-14 is on a 3.35 acre parcel and has been a municipal water facility serving Vancouver since 1980. The site contains three groundwater wells with a combined capacity of 3,200 gpm.

Water Station 14 consists of the following major components:

- 3 groundwater wells
- Booster pump station with 2 pumps
- On-site sodium hypochlorite generation (OSHG) system for disinfection
- Fluoride dosing equipment
- Single-tower aeration system for pH control
- A standby generator

Water from the station's wells flows through the single-tower aeration system for pH adjustment, receives disinfection treatment provided via an on-site sodium hypochlorite generation system, and is fluoridated with sodium fluoride. Water pumped from the wells at WS-14 flows through a common flow



meter prior to distribution in the Heights High Pressure Zone. The disinfection and fluoride injection points are located within the flow meter vault.

The booster pump station at WS-14 consists of two variable-speed pumps that draw water from a clearwell beneath the current treatment building. The total booster pump capacity is 3,200 gpm (1,600 gpm per pump).

Per- and polyfluoroalkyl substances (PFAS) were first detected in the groundwater at WS-14 in late 2020. Additional testing was completed of all water system wells in 2021. In 2022, the City completed a high-level treatment system conceptual layout and cost estimate to understand the feasibility and cost of adding PFAS treatment at WS-14. The City also completed RSSCT testing and conducted a pilot test with four different filter media. BC will have completed Phase 1 in spring 2024 prior to commencement of Phase 2 activities, and included: site evaluation, initial permitting tasks including cultural review, wetlands delineation, land use pre-application, public outreach, and preliminary design.

The City has received \$12.7 million in State Revolving Fund (SRF) loan funding for this project. This project will need to meet the federally funded project requirements through the SRF program including the need to use American iron and steel (AIS), cultural and environmental reviews/SEPA, and the Davis-Bacon Act. However, this project received a Buy America Build America (BABA) waiver. The City signed the SRF contract with the state on January 9, 2024. The City will have 18 months from signing to have a construction contract awarded. Therefore, a construction contractor must be awarded construction by July 9, 2025.

Approach

BC is completing the project in three phases and will utilize findings and deliverables from Phase 1 to establish basis of design in the transition to Phase 2 scope of work. Additional description of Phase 1 work is available in C-101426 contract documents.

This scope of work describes the services to be rendered by BC for the design of additional treatment processes at the WS-14 facility. Work at this site is expected to include the following design elements:

- Installation of a PFAS treatment system with:
 - Three (3) pairs of lead-lag pressure vessels.
 - Granular activated carbon media for each vessel.
 - Inlet piping header and appurtenances.
 - Effluent piping header and appurtenances.
 - Three (3) electrically actuated effluent flow control valves and flow meters, one set dedicated to each pressure vessel pair.
 - Electrically actuated rinse water supply flow control valve and flowmeter
 - Valving and instrumentation for each vessel pair, as indicated in the preliminary design documents.
 - Pipe supports and associated equipment anchoring appurtenances.
- Structural steel catwalk to access upper levels of pressure vessels.
- Rinse water tank with:
 - Electrically actuated effluent control valve, flow meter, level sensor, and appurtenances.

- Concrete equipment pad for pressure vessels and rinse water tank.
- Buried yard piping and appurtenances to connect PFAS treatment system and rinse water tank with existing treatment system.
- Buried vaults for piping tie-in and chemical injection appurtenances.
- Booster pump improvements with:
 - Two (2) upgraded pump impeller and bowl assemblies.
- Restroom including associated plumbing, heating, and ventilation appurtenances.
- Storage facility:
 - Adjacent to restroom
 - Floor drain, heating, and ventilation appurtenances
 - Double doors for tote delivery
- General site improvements including:
 - Roadway expansion and paving improvements.
 - Grading modifications for site accessibility, equipment placement provisions, and new retaining wall.
 - Site fencing replacement and improvements.
 - Stormwater management provisions including discharge and onsite treatment.
 - Site lighting and security fencing provisions.
- Electrical, automation, and network equipment required for PFAS treatment system, pump improvements, and site improvements.

The City is anticipating this project to be delivered via design-bid-build contract vehicle. BC plans to deliver the design following BC design gate standards which consist of preliminary design, intermediate design (60 percent), final design (90% and 100%), and Issued for Construction or conformed documents.

Preliminary design has been completed with the Phase 1 activities, which included preliminary design drawings, technical memoranda, and project engineering report developed for the project. BC will advance this design and submit packages for City review at the intermediate and final design phases and anticipates a submission to Washington Department of Health (DOH) for design review following the intermediate design phase, in addition to submittal for other authorities having jurisdiction (AHJ) such as City Building and Construction, Clark County Building, and local fire and county health departments for approval following final design.

It is anticipated that BC will develop Issued for Construction (IFC) drawings and specifications for the City's request for contractor bids and that BC will provide bid support.

Phase 3, which is not scoped at this time, will include construction and commissioning services including engineering services during construction (SDC) and services following construction (SFC).

Design Reviews

Design review workshops will be conducted with the City's personnel, key individuals from the BC project team and subcontractors, and other internal and external stakeholders as needed. The design

review workshops will be conducted at the intermediate and final design gate. An interim intermediate workshop will be held to review P&IDs, control narrative, and pipe schedules.

- To allow the project to meet delivery milestones, project reviews (comment periods) may need to be expedited on the City's behalf to the extent possible. At a maximum, review duration will be limited to 10 business days.
- The City's PM will compile staff comments and submit in a single comment log in .pdf using Bluebeam format for the drawings and a separate .pdf comment file for the specifications.
- With the exception of the final design review, the project team will not stop work during formal reviews.
- BC will provide responses/resolutions to the comments in the comment log. Changes resulting from comments will be incorporated into the design documents in the next phase of work. Design will proceed without resubmittal of design milestone deliverables.

Deliverables

Specifications

- Brown and Caldwell master specifications will be used as the basis for technical specifications (modified Construction Specification Institute MasterFormat® 2014 – Divisions 01 through 50).
- Divisions 00 and 01 specifications (including Contract Agreement, Bid Forms, etc.) will be provided by the City. BC will coordinate technical specifications with Division 01 and provide 5 of Division 01 sections to compliment City provided sections. BC will review Division 00 and 01 specifications for compliance with Drinking Water State Revolving Fund (DWSRF) requirements.
- All specifications will be delivered to the City in .pdf format.

Drawings

- Drawings will be developed using AutoDesk Revit and Civil 3D. AutoCAD will be used for 2D diagrams such as P&IDs, HVAC, I&C, and electrical one lines.
- The project will use BC's current design standards for all drawing production.
- All full-size drawings will be based on standard ANSI D, 22" x 34" paper, and half-size drawings will be standard tabloid size, 11" x 17" paper.
- All drawings will be delivered to the City in .pdf format. Zipped drawings will also be provided.
- Two hard copies of full-size digitally sealed Bid Documents (100%) will be provided.

Scope of Work Summary and Work Breakdown Structure

The BC Team's scope of services for the WS-14 PFAS Treatment System Design Project is divided into the following phases and tasks:

WS-14 PFAS Project Design Tasks		
Contract Phase 2		
Phase 120	Phase 2 Project Management	
	Task 110	Phase 2 Progress Meetings
	Task 120	Phase 2 Project Management
Phase 220	Phase 2 Geotechnical Support	
	Task 221	Geotechnical Review of Design
	Task 222	Geotechnical Coordination
Phase 460	Preliminary Engineering Report Update	
	Task 461	Project Engineering Report Finalization
	Task 462	Design Standards TM Finalization
Phase 570	Phase 2 Permitting & Public Outreach	
	Task 571	Environmental and Land Use Permit Support
	Task 572	Other Permitting Support
	Task 573	Public Outreach
Phase 610	Intermediate (60%) Design	
	Task 601	Design and BIM Management and Coordination
	Task 602	Internal Meetings
	Task 603	Process Mechanical
	Task 604	Civil
	Task 605	Structural
	Task 606	Architectural
	Task 607	Building Mechanical
	Task 608	Electrical
	Task 609	Instrumentation and Controls
	Task 610	General and Div 00/01
	Task 611	Landscape Architectural
	Task 612	SRF Compliance for Specifications
	Task 613	Quality Assurance/Quality Review
	Task 614	External Meetings/Workshops
Phase 620	Draft Construction Cost Estimate (Intermediate Design)	
Phase 630	Final (90%) Design	

WS-14 PFAS Project Design Tasks		
	Task 601	Design and BIM Management and Coordination
	Task 602	Internal Meetings
	Task 603	Process Mechanical
	Task 604	Civil
	Task 605	Structural
	Task 606	Architectural
	Task 607	Building Mechanical
	Task 608	Electrical
	Task 609	Instrumentation and Controls
	Task 610	General and Div 00/01
	Task 611	Landscape Architectural
	Task 612	SRF Compliance for Specifications
	Task 613	Quality Assurance/Quality Review
	Task 614	External Meetings/Workshops
Phase 640	90% Cost Estimate	
Phase 650	Bid and Construction Documents (100%)	
	Task 601	Design and BIM Management and Coordination
	Task 602	Internal Meetings
	Task 603	Process Mechanical
	Task 604	Civil
	Task 605	Structural
	Task 606	Architectural
	Task 607	Building Mechanical
	Task 608	Electrical
	Task 609	Instrumentation and Controls
	Task 610	General and Div 00/01
	Task 611	Landscape Architectural
	Task 612	SRF Compliance for Specifications
	Task 613	Quality Assurance/Quality Review
	Task 614	External Meetings/Workshops
Phase 660	On-call Bid Support	
Phase 820	Phase 2 Unanticipated Services	
	Task 801	Phase 2 Unanticipated Services

This scope of services and level of effort includes the Contract Amendment Phase 2 tasks only. This scope, schedule, and budget are expressly developed for the completion of the deliverables summarized herein for Phase 2. We have assumed input and support from City staff and that relevant information and data will be provided by the City. Professional services that may be required beyond this scope may require an amendment.

Contract Amendment Phase 2

It is the intent of this scope of work to expand on the preliminary design efforts and prepare contract documents for which a contractor, selected during the bid support period at the end of design, will begin construction.

Phase 2 of the project includes site assessment development in conjunction with design, permitting and public outreach activities, intermediate (60 percent) design submittal package and cost estimate, final (90 percent) design submittal package and cost estimate, bid documents submittal package for bid, and engineering services during bidding, as detailed in the following phases and tasks.

Phase 120: Phase 2 Project Management

Task 110: Progress Meetings

Activities: Detailed design kickoff and external progress meetings

Assumptions:

- Weekly virtual progress/design discussion meetings will occur for the duration of this project phase (not to exceed 8 months, assuming from May through December). Bidding will occur in January through March. An additional three months of biweekly meetings are assumed. The frequency of meetings may decrease, depending on work activities and other meetings (such as review workshops). This time includes a total of 38 progress meetings to be attended by up to 3 BC staff. Additional time for meeting prep and circulation of post-meeting materials is included in this task budget.

Meetings:

- Weekly progress meetings during design and biweekly progress meetings during bidding.

City Responsibilities:

- Communicate issues and make decisions that impact project at progress meetings.

BC Responsibilities:

- Prepare an agenda for each meeting and update to capture notes, decisions, and action items as the meeting progresses. The updated agenda will serve as the meeting minutes and formal meeting minutes will not be issued.

Deliverables:

- Brief meeting agendas

Task 120: Project Management

Activities/Approach: Provide management, direction, coordination, and control of all work associated with the project work plan, controls and progress reports, document management system, change management, subconsultant contracts, schedule, budget, technical quality, and monthly invoices for the project, along with project meetings under this phase. This task includes the following activities:

Updates and revisions to the project work plan, including:

- Project team roles and responsibilities.
- Schedule development and updates in Gantt chart format developed in Microsoft Project.
- Communications plan.
- Risk management plan and risk register to describe, categorize, and mitigate risks associated with the project. This will be a collaborative effort with the City.
- Health and safety plan prepared for BC's staff who will be working on the project and visiting the site.
- QA/QC plan.
- Change management process, including a decision log and action item log.
- Review of progress reports for DWSRF reimbursement requests
- Document management system:
 - BC will maintain a system to manage, track, and store relevant documents produced between the City, BC, and others during the project phases. This includes use of a shared MS Teams folder for logging and tracking correspondence and deliverables.
- Task-level project and staff management throughout the project phases.
- Monthly invoices and progress reports with cover letters including:
 - Summary information tracking project expenditures versus percent complete.
- Communication and coordination with City staff.
- Setting up and managing subconsultant contracts for architectural, permitting support, and geotechnical support.
- Subcontractor contract development.
- Identify scope changes that impact the project budget and schedule and communicate to City Project Manager
- Managing and processing monthly invoices submitted by subcontractors.
- Communication and coordination with subcontractor's staff.
- Project archiving and storage of deliverables, notes, and email correspondence

City Responsibilities:

- Review monthly status reports and supporting project documentation for invoice and payment approval.

Deliverables:

- Monthly progress reports and invoices
- Project schedule
- Submittal of updated project logs as needed to support key activities and decisions (action/issue/decision logs)

Phase 220: Phase 2 Geotechnical Support

Objective: Provide geotechnical engineering services to inform the intermediate and final design.

Task 221: Geotechnical Review of Design

Activities/Approach: This task includes the following activities during design:

- Continue monitoring water levels from previously installed vibrating wire piezometer and monitoring for duration of design.
- Conduct supplemental engineering analysis for geotechnical design including settlement calculations, foundation analysis, and constructability review as information is developed and site configuration and loading is finalized.
- Provide retaining wall design recommendations, as necessary, including lateral earth pressures, bearing capacity, lateral resistance, and evaluation of global stability.
- Develop recommendations and design parameters for contractor designs related to means and methods including but not limited to conceptual dewatering, temporary excavations, settlement, and shoring systems.
- Update Geotechnical Data Report with additional groundwater level measurements.
- Update Geotechnical Engineering Report to include changes to the site layout and/or foundation loading.
 - The preliminary design Geotechnical Engineering Report will be revised, as necessary, as part of intermediate (60%) design.
 - Revised preliminary Geotechnical Engineering Report will be updated following intermediate design and will be finalized.
- Provide input for geotechnical related specifications developed by BC design team.
 - BC developed specifications to including but not limited to Sections 01 11 10 - Geotechnical Information, 31 23 00 - Excavation and Fill, and 31 23 19 - Dewatering, 31 41 00 Shoring.

Assumptions:

- Groundwater monitoring will be performed using existing vibrating wire piezometer to inform excavation and dewatering requirements. Two additional readings will be collected, one during the wet season and one during the dry season, as the project schedule allows.
- New structures will be designed to meet International Building Code 2021 and ASCE 7-16 seismic codes.
- Valve vaults, restroom, rinse water tank, and PFAS treatment foundation will not require design of deep foundations. Additional design budget will be necessary if deep foundations are required.
- Recommendations and design parameters for contractor designs will avoid designing means and methods for the contractor and present their directions as recommendations/suggestions. The contractor shall have ultimate choice on means and methods.
- Decommissioning of the existing vibrating wire piezometer will be performed by the contractor during construction.

City Responsibilities:

- Provides site access for field work.
- Review updated preliminary Geotechnical Engineering Report at intermediate design and final design. Provide review comments to BC for transmittal to Shannon & Wilson and incorporation into the final report.

Meetings:

- BC and Shannon & Wilson meetings including but not limited to:
 - Intermediate design kick-off
 - Final design kick-off

- General coordination meetings through intermediate and final design.
- City check-in meetings on an as-needed basis. Two meetings are assumed for this phase.

Deliverables:

- Updated Geotechnical Data Report, draft and final.
- Updated Preliminary Geotechnical Engineering Report, draft at Intermediate Design, final at Final Design.
- Review project specifications for the intermediate (60%) and final (90%) design gates.

Task 222: Geotechnical Coordination

Objective: Coordinate subconsultant services to support the detailed design.

Activities/Approach: This task includes the following activities:

- Manage services of subconsultants needed to inform design activities.
- Review subconsultant work to provide coordination with overall project goals, standards, guidelines, and deliverables.
- Coordinate subconsultant workshop material development.
- Coordinate subconsultant site visits and attend site visits to support subconsultant activities.
- Coordinate BC and City review of subconsultant work products including but not limited to field collected data, geotechnical data report updates, and geotechnical engineering report updates.

Assumptions:

- Subconsultants and respective scopes of work will be as identified in Task 221.
- Permitting specific subconsultant support is provided under Phase 570.

City Responsibilities:

- None.

Meetings:

- BC will conduct regular coordination meetings with each subconsultant.

Work Products:

- See individual subconsultants work products.

Phase 460: Project Engineering Report and Design Standards TM

Task 461: Project Engineering Report Finalization

Objective: Submit Project Engineering Report (PER) to WADOH per the Water System Design Manual requirements based on the revised PER prepared as part of Phase 1.

Activities/Approach:

- Incorporate DOH review comments on PER

Assumptions:

- WADOH provides feedback and BC addresses one round of comments for final PER approval.
- PER is submitted to DOH following feedback on the preliminary design submittal

- Final draft PER is submitted to WADOH after City comments on intermediate design are addressed.

City Responsibilities

- Review DOH feedback on PER and provide direction on revisions

Meetings

- 1 hour meeting with DOH to discuss comments.

Work Products

- PER, final draft and final

Task 462: Design Standards TM Finalization

Objective: Update the Design Standards TM that was developed as a part of Phase 1 to inform future designs

Activities/Approach:

- Incorporate City review comments on draft Design Standards TM.
- Update Design Standards TM based on intermediate design.

Assumptions:

- This TM will capture direction on pressure vessel design for WS14 and stance for future projects. Two options presented in Draft PER currently. The pressure vessel design options will be presented in this TM along with a recommendation on a selected approach.
- City provides one round of comments on Revised Draft Design Standards TM.

City Responsibilities

- Provide input on pressure vessel design approach
- Review revised Design Standards TM at intermediate design.

Meetings

- None

Work Products

- PER, revised, final draft and final (depending on whether DOH has comments)
- Design Standards TM, final draft and final

Phase 570: Environmental Permitting and Public Outreach

Task 571: Environmental and Land Use Permit Support

Objectives: Review all applicable state and local environmental and land use permitting requirements for the WS14 PFAS treatment project. Identify project permitting needs. Complete and submit project environmental and land use permit applications prior to the start of construction activities. The following section summarizes activities within the permitting subconsultant's scope of work.

Activities/Approach:

- Conduct a reconnaissance of the site to characterize critical area buffers for the wetlands delineated in Phase 1.

- Complete background research and identify the necessary project permits through communication with state and City permit contacts.
- Develop a permitting matrix that summarizes the project permit requirements, permit triggers, key scheduling milestones, submittal requirements, permitting contacts, and recommended timing of submittals.
- Coordinate with permitting agencies, prepare required permit application forms and supporting materials, and facilitate submission of permit applications to governing agencies.
- Prepare draft and final Land Use application including submittal checklists and supplemental forms.
- Coordinate directly with BC project management and design team as needed to fulfill environmental and land use permit requirements.
- Prepare Final SEPA Checklist. Draft SEPA Checklist will be completed under Phase 1 scope.
- Prepare a Critical Areas Report addressing site wetlands/buffers.
- Attend project workshops and meetings or support development of project meeting materials as needed.

Assumptions:

- Wetlands are present on the project site as identified in Phase 1. The project will be designed to avoid siting project elements or construction activities within wetland boundaries, and this scope assumes that federal/state wetland permits from U.S. Army Corps of Engineers and/or Washington Department of Ecology will not be needed.
- It is assumed the following City land use reviews/permits will be needed: Type I Conditional Use Permit; Type I Site Plan Review; Type I Critical Areas Permit; SEPA Determination. Consultant's scope of work does not include City building permitting. Such permitting will be City led and is assumed to include electrical, building mechanical, plumbing, building and development permits.
- Inadvertent Discovery Plan has already been prepared by others. No additional work required.
- No historic buildings or structures that would require documentation and inventory, and no historic property inventory forms will be required. No cultural sample collection or analysis will be required.
- Development of an Archeological Resources Monitoring Plan is not included.
- No National Register Nominations are included in this scope.
- No Washington State Archaeological Site or Isolate Inventory Form will be needed.

City Responsibilities:

- Fulfill data requests as needed to complete project permit applications.
- Pay land use application fees

Meetings:

- Permitting kick-off meeting (City team, BC, and ESA).
- Two meetings with land use permitting department are assumed along with two prep meetings.

Deliverables:

- Incorporate permitting efforts into overall project schedule
- Critical areas report
- Final SEPA Checklist (Draft to be completed under Phase 1 scope)

- Draft and Final Land Use preliminary application and supplemental forms

Task 572: Other Permitting Support

Objective: Coordinate project permitting needs between City and project permitting subconsultant (ESA). Perform project permitting not completed by environmental subconsultant, including Construction Stormwater NPDES Permits and new Water Treatment Plant General Permit. Permitting subconsultant activities are summarized in Scope of Work Task 571.

Activities/Approach:

- Develop communication plan for permit coordination between BC, permitting subconsultant (ESA), and governing agencies.
- Support and contribute to development of project permitting materials by the City and by the permitting subconsultant. This work includes providing project background information and design documents to the permitting subconsultant. This work may also include drafting permit information or supporting documentation, e.g., for SEPA checklist and Development Permit prior to bidding.
- Organize and attend permitting coordinating meetings with permitting subconsultant, BC design team, and permitting agencies.
- Prepare Construction Stormwater General NPDES Permit application on City's behalf.
- Support application of a new Water Treatment Plant General Permit (NPDES Waste Discharge General Permit for Water Treatment Plants) in compliance with Chapter 90.48 of the Washington Administrative Code (WAC)
- Complete the Construction Stormwater Pollution Prevention Plan (SWPPP) (as required by the NPDES permit).
- Coordinate BC and City review of subconsultant work products including draft environmental permit applications.
- Complete review of City and subconsultant prepared permit applications and supporting documentation.
- Organize subconsultant field work to complete project permit applications.

Task Assumptions:

- Contractor will obtain all building permits, including Public Works, Clearing and Grading, Utility, Building, Plumbing, Mechanical and Electrical.
- A Notice of Construction application to the Southwest Clean Air Agency (SWCAA) is not required. There is no new or revised air pollution generating equipment anticipated.
- Contractor will pay for all building permits through the construction contract.
- Bid document revisions that may be required following bidding stemming for permitting authority applications and approvals are not included. If required, for construction revisions made as a condition of permit approvals will be funded by Phase 800: Unanticipated Services.
- Permit related specification materials will be developed under detailed design and Phases 610, 630, and 650.

City Responsibilities:

- Fulfill requests for information to enable completion and submission of project permits.
- Facilitate communication between City Planning Departments and project permitting subconsultant.
- Attend project permitting meetings.

Meetings

- One meeting with Washington Department of Ecology is required.
- Two land use meetings plus two preparatory meetings.

Deliverables:

- New Water Treatment Plant General Permit
- SWPPP

Task 573: Public Outreach

Objective: Given the public interest in PFAS, there may be significant interest in the WS14 design. The BC team will use our in-house communications team to support neighborhood meetings or additional outreach to the community.

Activities:

- Develop materials to communicate proposed design for City Council

Assumptions:

- Effort will build on outreach from Phase 1. Outreach will cover requirements of land use permitting.
- Support one neighborhood meeting/open house in-person for 2 hours.
- Graphics and presentations support estimated to be not greater than 74 hours.

Deliverables:

- Presentation materials to include at least one existing site graphic and one site visualization graphic.
- One handout-type document

Phases 610, 620, 630, 640. and 650 - Detailed Design

The detailed design will be done in three phases; Phase 610 – Intermediate Design, Phase 630 – Final Design, and Phase 650 – Bid Documents. In Phases 620 and 640, updated probable construction cost estimates will be provided. The key outcomes for these phases will be the following:

- Prepare bid documents for complete construction and commissioning as envisaged by the Preliminary Engineering Report and Preliminary Design.
- Coordinate the execution of the detailed design with the City.
- Manage project resources to meet schedule milestones.

The design standards prepared during the Preliminary Design phase will identify the codes and standards that are the basis of each discipline's design effort. Unless otherwise noted in the design standards, the detailed design will be prepared based on the currently adopted versions of codes and standards in place at the time this scope of work was prepared (March 2024) and the adopted design standards for the Project. New code adoptions prior to completion of the design will be evaluated and may require additional effort.

The Intermediate and Final Design submittals will include unsigned Washington State Professional Engineer seals and be stamped "Preliminary – Not for Construction". The Bid Documents and Conformed Documents will include signed Washington State Professional Engineer seals.

The subtasks under each detailed design phase are generally by discipline and are consistent from phase to phase as shown in the work breakdown structure table above.

Phase 610: Intermediate Design

Objective: Obtain approval from the City on the complete arrangement of the proposed design. The intent/objective is to have all of the major equipment items solidified by this submittal. Civil, structural, architectural, and process mechanical models are largely complete and all major design decisions have been reached and approved. Electrical, instrumentation, and building mechanical models have been progressed. Major construction documents drawings and specifications have been progressed.

Deliverables:

- Agendas and 60% design workshop meeting minutes that captures planned comment resolution in .docx format.
- Drawings and technical specifications in .pdf format
- Three (3) hard copies of stamped drawings in 11" x 17" format for permit applications.
- Three (3) hard copies of technical specifications in 8.5" x 11" format for permit applications.

City on the intermediate design package will be addressed during the final design phase and incorporated into the final design package (refer to Phase 600, Task 630). Revised submittals addressing comment during the intermediate design phase is not included in this task.

Task 601: Design and BIM Management and Coordination

Activities:

- Design Management and Coordination
 - Manage and direct the design process so that the products of the design effort are contract documents suitable for construction and reflect the City standards and preferences. The design process will be managed to provide complete, coordinated, and consistent designs between facilities and disciplines.
 - Check on the design team progress and communicate results to project management.
 - Verify QMP is followed, reviewers concur with work products, and maintain documentation of QA/QC reviews, responses, and resolutions.
 - Conduct internal design team coordination meetings.
 - Manage internal resources to maintain project schedule and achieve contracted milestones.
 - Identify scope changes that impact the project budget and schedule. Notify the Project Manager of potential changes in scope and assist in documenting those changes.
 - Coordinate progress reviews by the City, including collecting comments from the City's review, distributing review comments to facility and discipline leads, facilitating responses to review comments, documenting responses to the City's review comments, addressing any subsequent issues resulting from the City's review and addressing any subsequent issues resulting from the response to the City's review comments.
 - Monitor compliance with project standards such as equipment numbering system, drawing presentation, and previously developed design guides.
 - Maintain equipment list.
 - Administrative support for written deliverables including specifications management.
 - Production support for electronic and printed deliverables.
- BIM Management and Coordination

- Manage compliance with project CAD/BIM software standards, graphics standards, file naming conventions and standards, and revision/iteration control.
- Manage compliance with and update the BIM Execution Plan (BxP) where changes are indicated to guide the use of BIM tools over the life of the project. Identify and document new project goals and BIM objectives, organizational roles and responsibilities, execution process workflows, collaboration procedures and platforms, and model and drawing QC procedures.
- BIM model maintenance and coordination.
- Conduct internal coordination meetings with BIM/CAD production team.
- Plot and compile drawings for reviews and deliverables.

Task 602: Internal Meetings

Activities:

- Biweekly internal design coordination meetings.

Task 603: Process Mechanical

Activities:

- Confirm PFAS treatment system design specific components including:
 - Which underdrains or vessels manufacturers to name in the specification
 - Which provisions for GAC to IX conversion to include.
- Confirm booster pump improvements requirements and coordinate with vendor, including:
 - Whether or not to accommodate IX
 - Impeller and/or bowl assembly replacement
 - Motor and VFD replacement
- Confirm rinse water tank system design basis and coordination with vendor.
- Develop design for rinse water discharge to sewer connection and settled fines handling systems.
- Coordinate with instrumentation and controls (I&C) for control description development, I/O and instrumentation list development and details, and finalization of process and instrumentation diagrams (P&IDs).
- Coordinate with structural for equipment pads, pipe supports, and anchoring design requirements and details.
- Coordinate with civil for project siting, process equipment accessibility considerations, vault design placement and design details, rinse water discharge requirements, and yard piping design.
- Coordinate with electrical for development of one-line diagrams, load list development, and pump improvement specifications.
- Refine and finalize design elements including:
 - Process flow diagrams (PFDs).
 - Hydraulic profile.
 - Pipe alignment and profiles.
 - Process piping schedules.
- Develop intermediate technical specification drafts.
- Develop and refine process and piping design drawings and annotations. Develop standard and project specific design details.

Assumptions:

- The PFAS treatment system will be a prefabricated turnkey (complete and fully operational) system consisting of:
 - Three (3) trains composed of two (2) vessels each able to operate in series (lead-lag).
 - Independently supported valve manifold with all piping, valving, and instrumentation necessary for all operating scenarios detailed in the P&IDs and control descriptions.
 - GAC media for each vessel as specified in the technical specifications of the project. Vessels and major design elements will allow for future use of IX resin media in lieu of GAC media. Minor modifications may be required to change media types.
- No equipment is assumed to be pre-purchased based on the Early Procurement Assessment TM.
- The rinse water tank will be above grade with supernatant being decanted to either nearby sewer or stormwater system, and settled fines designed to have the capability to be vactored out.
- System automation will be limited to manual valves as part of the PFAS treatment system vendor package and include Contractor supplied electrically actuated flow control valves and flow meter appurtenances. An additional flow control valve and flow meter will be included on the rinse water supply line.
- Booster pump improvements will be limited to impeller and/or bowl assemblies.
- Booster pump motors and VFDs are suitable for impeller/bowl replacement. Motor and VFD replacement are not included.

Task 604: Civil

Activities:

- Review updated survey information provided by the City.
- Prepare draft and final stormwater report in accordance with City and state regulations.
- Prepare drawings and specifications in compliance with City of Vancouver design standards and civil engineering review checklists.
- Civil drawings that depict:
 - Plan sheets including survey data and references; floor/control elevations; elevations for finished grading; demolition requirements and limits.
 - Horizontal and vertical design of proposed buried utilities.
 - Erosion and sediment control drawings and details.
 - Project-specific detail drawings.
 - Standard detail drawings (BC and client).
 - Paving Plan.
- Modifications to existing security fencing and proposed new security fencing depicted on drawings.
- Draft version of all specifications

Assumptions:

- Potholing for the location of critical buried infrastructure may be required during design. Coordination for potholing locations is included, but on-site potholing services are not included.

- Coordination with Clark County for discharge of sanitary and storm/wash water discharge to County facilities and approval of such are included in the scope.

Task 605: Structural

Activities:

- Refinement and finalization of basis of design including seismic and wind criteria and all load requirements.
- Review of geotechnical design report (GDR) and geotechnical engineering report (GER) to confirm project design requirements.
- Refinement and finalization of detailed design for new PFAS treatment system concrete foundation slab, structural steel access catwalk, and structural steel pipe support systems.
- Refinement and finalization of detailed design for new rinse water tank concrete foundation slab and structural steel pipe support systems.
- Preparation of detailed design of building modifications, as needed, for any sodium hypochlorite system and electrical improvements.
- Coordination with civil for geotechnical design requirements, siting conditions, and retaining wall as required.
- Coordination with process mechanical and building mechanical for all equipment pads, pipe supports, and anchoring design requirements and details.
- Coordination with architectural for new restroom facility detailed design.
- Coordination with electrical for equipment pads and conduit requirements not in the yard.
- Development of intermediate technical specification drafts.
- Development and refinement of design drawings and annotations. Drawings will include:
 - Plans of all structures with finalized materials of construction, overall dimensions and floor elevations (as applicable).
 - Intermediate foundation drawings.
 - Intermediate sections with reinforcing shown and labeled.
 - Standard details.
- Development of structural calculations for the PFAS concrete pads, rinse water tank concrete foundation, access ladders, cat walks, platforms, retaining walls and rest room facility.

Assumptions:

- The restroom facility will conform to design criteria per IBC 2021 with WAC 51-50 amendments and ACSE 7-16.
- New PFAS treatment system will require an upper-level access catwalk with stairs for accessing vessel top appurtenances and instrumentation. Catwalk system will be designed in coordination with process mechanical design requirements and achieving AIS compliance.
- New rinse water tank will require a guardrail at the top and ladder for access.
- Foundation type is assumed to be shallow footings per geotechnical findings.
- A baker silo concrete tank type will be provided for the rinse water tank. Concrete reinforcement design will be provided by concrete tank provider who will stamp the design.

Task 606: Architectural

Activities:

- Refinement and finalization of basis of design including all applicable code/life safety plans, materials of construction, restroom facility dimensions, and elevations.
- Provide input to structural engineer for specific facets of the design, including handrail appearance, stairway configuration, and application of the architectural guidelines to structural elements.
- Coordination with civil for geotechnical design requirements, siting conditions, and retaining wall as required.
- Development of intermediate technical specification drafts.
- Development and refinement of design drawings and annotations. Drawings will include:
 - Plans of the restroom facility with finalized materials of construction, overall dimensions, and floor and roof elevations.
 - Sections and elevations of the restroom facility with finalized materials of construction, overall dimensions, and details.
 - Door, window, and finishing schedules.
 - Architectural code/life safety plans (as applicable).
- Development of standard and project specific design details.
- Provide final code review, reflect code information on all project deliverables, and review for consistency with applicable codes.
- Perform QA/QC reviews of architectural design documents.
- Provide assistance for intermediate cost estimating efforts.
- Attend biweekly meetings with the project team to present issues, make recommendations, and make decisions necessary to advance the detailed design.

Assumptions:

- The restroom facility will conform to design criteria per IBC 2021 and ACSE 7-16.
- No occupied spaces are included in this project.
- Landscape architectural services are included in Task 612.
- No screening walls will be required.
- Architectural will not have involvement in the design of the PFAS treatment system catwalk.
- The architectural subcontractor will attend 14 design coordination meetings and two design review workshops with the City.
- The architectural subcontractor will attend six meetings with the City during the permit application process.

Task 607: Building Mechanical

Activities:

- Design plumbing, ventilation, and heating systems for new restroom and future chemical storage facility.
- Engage in conversation with the fire marshal on fire suppression requirements with the City taking the lead.
- Develop restroom plumbing floor plan and section, plumbing details, HVAC restroom floor plan and section, air flow diagram and mechanical schedules

Assumptions:

- Storage room will be left empty. An emergency shower and eye wash is not required in current design. Provisions for a future eye wash will be included (i.e., electrical capacity for future water heater, floor drain, and pipe penetrations in walls). No water heater for an eye wash and shower is included in this design.
- Instantaneous electric point of use under sink water heater is adequate.
- Storage room will include floor drain and means to heat for freeze protection.
- Upgrades for conversion of storage room into chemical feed room are not included.

Task 608: Electrical**Activities:**

- Coordination with process mechanical and instrumentation and controls for refinement and finalization of all project loads.
- Confirmation and finalization of existing site power feed and any modifications to accommodate project activities.
- Confirmation of booster pump improvement requirements and coordination with vendor for any upgrades to motors and VFDs required to meet process mechanical hydraulic scenarios.
- Refinement and finalization of electrical improvements to be located in the Well 1 Building, potentially including but not limited to low voltage transformers, motor control centers (MCCs), and appurtenances to accommodate process heat tracing and instrumentation loads.
- Coordination with civil for detailed design of buried conduit and project siting requirements.
- Coordination with process mechanical for development of one-line diagrams, load list development, pump improvement specifications and piping freeze protection via electric heat trace.
- Coordination with instrumentation and controls (I&C) for development of all instrumentation power requirements and details and finalization of process and instrumentation diagrams (P&IDs).
- Refinement and finalization of design elements including:
 - One-line diagrams
 - MCC elevations for new work
 - Conduit schedules
 - Underground conduit routing and handhole details
 - Site and restroom/storage room power and instrumentation location plans and details.
 - Platform and restroom/storage room lighting plans and details.
 - Grounding design
 - Piping Heat Trace system electrical design (performance based) and coordination with Process Mechanical requirements and design documents
 - Specifications
 - Drawings and annotations
- Site lighting updates around new security fencing and PFAS treatment system

Assumptions:

- Assume no hazardous (classified) locations.
- Assumes no fire alarm, paging system, or lightning protection elements are required.
- No modifications to existing lighting.
- An outdoor lighting model that maps out the illumination "contour" levels created by any changes or additions is not required.
- Where required, a Power System Study will be provided in Phase 3 scope of services to address arc flash improvements.

- No improvements to site power feed are required.
- Booster pump improvements will be limited to impeller and/or bowl assemblies.
- No modifications to existing booster pump motors or VFDs.
- The site standby generator is sufficiently sized to handle the new loads and no improvements to this system is required.

Task 609: Instrumentation and Control

Activities:

- Coordination with process mechanical, and electrical for refinement and finalization of all process control automation.
- Confirmation and finalization of existing control system network modifications to accommodate project activities.
- Confirmation of booster pump improvements and any upgrades to motors and VFDs for re-connection of the existing control system.
- Confirmation of booster pump improvements requirements and coordination with vendor
- Coordination with process mechanical for control system automation requirements (detailed in control strategies).
- Coordination with electrical for development of all instrumentation power, control, signal, and data requirements and details and draft of I&C diagrams for control system interconnections.
- Refinement and finalization of design elements including:
 - Process and instrument diagrams (P&IDs).
 - Control descriptions.
 - Control system network diagram.
 - I&C wiring diagrams for IO connections to the control system
 - I&C control system panel drawings
- Development of intermediate technical specification drafts.
- Development and refinement of I&C design drawings and annotations.

Assumptions:

- System automation will be limited to Contractor supplied electrically actuated effluent flow control valves, flow meters, and pressure transmitters. The PFAS treatment system will contain manual valves.
- The rinse water tank will have a level float and level transmitter. The discharge from the rinse water tank will include a flow control valve and flow meter.
- Control system is a programmable logic controller (PLC) based with human machine interface (HMI). The PLC and HMI will be standardized to be Siemens S7 (Portal 7) and Simatic (Portal 7/WinCC).
- An option for control system modification will be finalized as one of the below:
 - Add new PLC SCADA panel with HMI for SCADA
 - Extend existing PLC SCADA panel with remote input/outputs (RIO)
- City will program the PLC and HMI, from an automation perspective using a 3rd party programmer. All network address assignments will be provided by the City during construction to uphold City's network security and avoid network address duplications.
- The existing communication infrastructure for remote access to the process control system will not be modified. Any new network communication will be site specific to add either a new PLC or extension with a new RIO.

- Process control system security will be door and panel proximity switches. No additional security systems or cameras will be included.

Task 610: General and Div 00/01

Activities:

- Modify and add to the City provided Division 00 and 01 specifications to apply to the project and funding requirements. Additions include operation and maintenance, equipment storage, start-up and testing specifications, and forms and procedures related to electrical and equipment.
- Conduct 2 meetings with City to coordinate requirements associated with bidding and contracting procedures and City's construction management team.
- Legends, abbreviations, index of drawings, cover sheet, location and vicinity map.
- Design criteria, hydraulic profiles, and process schematics.

Task 611: Landscape Architecture

Activities:

- Advance landscape plan.
- Develop intermediate technical specifications draft.
- Develop and refine design drawings and annotations. Drawings will include:
 - Plan drawings.
 - Planting schedules and legend.
 - Irrigation plans and details.
- Develop standard and project specific design details.
- Perform QA/QC reviews of landscape architectural design documents.
- Attend monthly meetings with the project team to present issues, make recommendations, and make decisions necessary to advance the detailed design.

Assumptions:

- A new vegetative buffer will be required on the southwest side of the site to create a buffer for the new PFAS treatment system.
- The landscape architectural subcontractor will attend 7 coordination meetings and two design review workshops with the City.

Task 612: SRF Compliance for Specifications

Activities:

- Communicate and coordinate with design disciplines to specify equipment that can meet American Iron and Steel (AIS) requirements.
- Review Divisions 00 and 01 for compliance with SRF funding requirements

Task 613: Quality Assurance/Quality Reviews

Activities:

This task includes the internal reviews for the various design discipline calculations and design deliverables. BC uses a continuous quality process where subject matter experts are involved throughout from the beginning of the work for Quality Assurance and perform a Quality Control review at each design phase. Internal review documentation will consist of recorded comments and their resolution.

Task 614: External Meetings/Workshops

Activities:

Following the submittal of the intermediate design package, BC will facilitate a 3-hour workshop to discuss design progression with the City. The meeting will be held in-person with some team members attending virtually.

Following review of the intermediate design package, it is anticipated that review comments will be issued by the City. It is assumed that these comments will be submitted in a single comment log, preferably in PDF format. BC will review the comments on the drawing and specification files, and a summary of a planned response will be provided in the design workshop meeting minutes. Any critical or unresolved comments will be reviewed in workshops with the City. Workshop attendees from BC will include 3 BC staff. A total of twenty-four (24) additional hours has been assumed for various discipline leads for meeting participation on an as-needed basis.

Meetings:

This task assumes one design review workshop to review the intermediate design package and Class 3 construction cost estimate (described in more detail in Phase 620). BC will provide agendas and meeting minutes for each workshop/design meeting. Agendas will be distributed at least 1 day prior to each workshop/design meeting. Draft 60% workshop minutes will be distributed following receipt of City comments and planned resolution incorporated. City comments on the draft workshop minutes will be incorporated and the notes will be finalized 1 week after receipt of comments.

Phase 620: Draft Construction Cost Estimate (Intermediate Design)

This task includes preparation of a Class 3 opinion of probable construction cost (OPCC), as defined by the Association for the Advancement of Cost Engineering International (AACEI) based on the intermediate design basis subdivided by process area and by major engineering disciplines.

Assumptions:

- Cost estimate will be based upon the drawings and technical specifications included in the intermediate design submittal package.

Deliverables:

- Class 3 cost estimate package organized by specification division and section.

Phase 630: Final (90%) Design

During the final design task series, the intermediate design package will be progressed to finalize the design for DOH approval, final City review, and in preparation for issuing to bid. It is anticipated that the entire design will be advanced as a single package. City comments on the intermediate design package will be addressed and incorporated into this final design package.

The level of development for the final design drawings and specification package is expected to be as follows:

Specifications:

- Final version of all specifications.
- Coordinated Div 01 City and BC provided specifications

Drawings:

- Finalized process mechanical drawings.

- Finalized mechanical drawings (plan, sections, and details) (as applicable) including:
 - Final HVAC and plumbing layouts, sections, and details.
 - Final auxiliary systems layouts, sections, and details.
- Finalized civil and landscape architecture drawings.
- Finalized structural and architectural drawings (plan, sections, and details) (as applicable).
- Finalized electrical and I&C drawings (plan, one-lines, details, P&ID's).

Deliverables:

- Single comment response to 90% design submittal in .pdf format.
- Agendas and meeting notes for two (2) design workshops in .docx format.
- Final design drawings in .pdf format.
- Final design technical specifications in .pdf format.

Tasks 601-613: See Phase 610 Tasks for Detailed Descriptions**Activities:**

- Finalize design based on the 60% submittal package, City comments from 60%, and BC internal QA/QC review comments.
- Preparation and refinement of final design drawings, details, and technical specifications to a degree of completion sufficient for project bidding and construction.

Task 614: External Meetings/Workshops**Activities:**

Following review of the final design package, it is anticipated that review comments will be issued by the City. It is assumed that these comments will be submitted in a single comment log in .pdf format. BC will review the comments, provide a response/resolution to the comment that is captured in the 90% design workshop meeting minutes. Any critical or unresolved comments will be reviewed in design meetings with the City. Attendees for the 90% design workshop includes Project Manager, Design Manager, Deputy Design Manager, Project Engineer, and key discipline leads (assume three). Design meeting attendees from BC will consist of three BC staff. A total of twenty four (24) additional hours has been assumed for various discipline leads for meeting participation on an as-needed basis.

Meetings:

This task assumes one, three-hour workshop to review the final design package and Class 1 OPCC (described in Phase 640 below). A separate 1-hour design meeting will occur to discuss the comment/response. BC will provide agendas and meeting notes for each workshop/design meeting. Agendas will be distributed at least 1 day prior to each workshop/design meeting. Draft 90% design workshop minutes will be distributed following receipt of comments from the City. City comments on the draft workshop minutes will be incorporated and the notes will be finalized 1 week after receipt of comments.

Phase 640: 90% Cost Estimate

This task includes preparation of a Class 1 opinion of probable construction cost (OPCC), as defined by the Association for the Advancement of Cost Engineering International (AACEI) based on the intermediate design basis subdivided by process area and by major engineering disciplines.

Assumptions:

- Cost estimate will be based upon the drawings and technical specifications included in the final design submittal package.

Meetings:

- One meeting, 1-hour in duration, will be held with the City to discuss the Class 1 OPCC.

Deliverables:

- Class 1 cost estimate package organized by specification division and section.

Phase 650: Bid and Construction Documents (100%)

BC will modify the final design documents to reflect agreed-upon final review comments from the City, DOH, Clark County and City of Vancouver Permitting Departments, and BC's quality control review team. The City's Division 00 and 01 specifications will be added to the technical specifications for a complete project manual. The final documents will be signed and sealed by a licensed professional engineer or architect and submitted to the City as an 'Issue-for-Bid' (IFB) set.

BC will review bid documents that the City prepares for SRF compliance.

Given that this project is utilizing a traditional design-bid-build delivery method, the level of detail for the Bid Documents will be coordinated with the City to provide a complete and fully constructable design. The awarded contractor will be responsible for coordinating final details, scope coordination between trades, and other miscellaneous items to ensure successful construction of the project.

Assumptions:

- The City will lead compliance with SRF requirements. The City will be responsible for submittal of the 100% design documents for DOH SRF review.

Deliverables:

- Stamped and sealed Issue-for-Bid design drawings in .pdf format.
- Stamped and sealed Issue-for-Bid technical specifications in .pdf format.
- Review comments on City prepared bid package.

Phase 660 – On-Call Bid Support

This task includes BC support to the City during the bidding for construction services, as requested. The City will lead the bidding process including the advertising, bidder tracking and documentation, publication of the bid documents and addenda, and evaluation and award of the contractor. BC will assist in answering questions and providing technical support during the bidding process.

Activities:

- BC will respond to an estimated 30 bidder questions with an average of two (2) hours to respond to each.
- BC will provide up to two (2) addenda to incorporate additional permitting or technical design requirements received during the bid period. Only select disciplines were assumed to require an addenda.
- Develop conformed documents based on issued addenda. After the contractor has been awarded, BC will integrate any addenda, clarifications, or minor modifications that result from the bidding process for an 'Issue for Construction' (IFC) set signed and sealed by a licensed professional engineer or architect.

Assumptions:

- Memorandum with written responses to bidder questions delivered to the City in electronic format.
- There is no bid protest.
- This task assumes one (1) 2-hour pre-bid conference in-person.

Deliverables:

- Issued for Construction (or conformed) drawings in .pdf format.
- Issued for Construction (or conformed) technical specifications in .pdf format.

Phase 820: Phase 2 Unanticipated Services

Objective: Provide budget allowance for potential additional work requested by the City.

Task 801: Phase 2 Unanticipated Services

Activities/Approach: To be determined, based on City requests. No work will be completed under this task without written direction from the City. The budgeted amount for unanticipated services is as provided in Exhibit B.

Task Assumptions

- Brown and Caldwell will prepare a Project Change Request (PCR) describing each additional and identifiable task under this allowance. The PCR will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.

City Responsibilities

- Provide direction and authorization for requested additional work.

Meetings

- To be determined.

Work Products

- To be determined.

Phase 3: Services During Construction

Phase 3 will consist of engineering services during construction and commissioning support. Phase 3 will begin during the City's review of the 90% design submittal. A finalized Phase 3 scope will be submitted for Council approval during bidding.

Draft Schedule:

A draft schedule is provided on the subsequent page. This schedule will be detailed further and finalized with the City Project Manager during Phase 2 kick-off.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Aug	Sep	Oct	Nov	Dec	Qtr 1, 2024 Jan
1		Vancouver WS14	176 days	Wed 9/27/23	Tue 6/11/24							
2		Phase 1 NTP	1 day	Tue 10/3/23	Tue 10/3/23							
3		Phase 100: Project Management	170 days	Wed 10/4/23	Mon 6/10/24							
8		Phase 200: Site Investigation	171 days	Wed 9/27/23	Tue 6/4/24							
31		Phase 300: Alternatives Analysis and Conceptual Design	102 days	Mon 10/16/23	Fri 3/15/24							
71		Phase 400: Preliminary Design	58 days	Wed 2/14/24	Mon 5/6/24							
92		Phase 500: Permitting and Outreach	166 days	Wed 10/11/23	Tue 6/11/24							
106		Phase 120: Phase 2 Project Management	238 days	Tue 5/7/24	Wed 4/9/25							
107		Phase 220: Phase 2 Geotechnical Support	115 days	Tue 5/21/24	Fri 11/1/24							
108		Task 221: Geotechnical Review of Design	115 days	Tue 5/21/24	Fri 11/1/24	88FS+10 days						
109		Task 222: Geotechnical Coordination	115 days	Tue 5/21/24	Fri 11/1/24	88FS+10 days						
110		Phase 460: Preliminary Engineering Report Update	30 days	Mon 5/13/24	Mon 6/24/24							
111		Task 461: Project Engineering Report Finalization	20 days	Mon 5/13/24	Mon 6/10/24							
112		Task 462: Design Standards TM Finalization	30 days	Mon 5/13/24	Mon 6/24/24							
113		Phase 570: Phase 2 Permitting & Public Outreach	145 days	Tue 5/7/24	Fri 11/29/24							
114		Task 571: Environmental and Land Use Permit Support	81 days	Mon 5/13/24	Fri 9/6/24							
115		City Application Review for Completeness	31 days	Mon 5/13/24	Tue 6/25/24							
116		Critical Areas Report	20 days	Mon 5/13/24	Mon 6/10/24							
117		Finalizing SEPA	11 days	Tue 6/11/24	Tue 6/25/24	111						
118		Submit Application for City Review	0 days	Tue 6/25/24	Tue 6/25/24	117						
119		Time to Generate Resubmission for completeness	20 days	Wed 6/26/24	Thu 7/25/24	117						
120		Review updated submission for completeness	20 days	Fri 7/26/24	Thu 8/22/24	119						
121		Resubmission Review	10 days	Fri 8/23/24	Fri 9/6/24	120						
122		Task 572: Other Permitting Support	145 days	Tue 5/7/24	Fri 11/29/24							
123		Support Land Use Application Materials	20 days	Tue 5/7/24	Tue 6/4/24							
124		TIR Report	10 days	Tue 5/7/24	Mon 5/20/24	88						
125		Finalize Streamlined Planning Checklist - site lighting, landscape and tree plan, stormwater plan	10 days	Tue 5/21/24	Tue 6/4/24	88FS+10 days						
126		New WTP General Permit	110 days	Wed 6/26/24	Fri 11/29/24	117						
127		Task 573: Public Outreach	20 days	Wed 8/14/24	Wed 9/11/24	128						
128		Phase 610: Intermediate (60%) Design	63 days	Tue 5/14/24	Tue 8/13/24	88FS+5 days						
129		Develop Drawings	30 days	Tue 5/14/24	Tue 6/25/24	88FS+3 days						
130		Internal QA/QC	5 days	Wed 6/26/24	Tue 7/2/24	129						
131		Address Comments	10 days	Wed 7/3/24	Thu 7/18/24	130						
132		Develop Submittal	3 days	Fri 7/19/24	Tue 7/23/24	131						
133		City Review	10 days	Wed 7/24/24	Tue 8/6/24	132						
134		60% Design Workshop	0 days	Tue 7/30/24	Tue 7/30/24	133SS+5 days						
135		Finalize Plan to Address Comments	5 days	Wed 8/7/24	Tue 8/13/24	133						
Attachment B: WS14 Proposed Schedule Date: Fri 4/19/24							Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress					
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ID		Task Name	Duration	Start	Finish	Predecessors	Qtr 4, 2023				Qtr 1, 2024	
							Aug	Sep	Oct	Nov	Dec	Jan
136		Phase 620: Draft Construction Cost Estimate (Intermediate Design)	18 days	Wed 6/26/24	Tue 7/23/24							
137		Develop Cost Estimate	5 days	Wed 6/26/24	Tue 7/2/24	129						
138		Internal Review of Cost Estimate	5 days	Wed 7/3/24	Thu 7/11/24	137						
139		Submit Cost Estimate	3 days	Fri 7/19/24	Tue 7/23/24	131						
140		Phase 630: Final (90%) Design	71 days	Wed 8/14/24	Thu 11/21/24	128						
141		Develop Drawings	20 days	Wed 8/14/24	Wed 9/11/24	135						
142		Internal QA/QC	7 days	Thu 9/12/24	Fri 9/20/24	141						
143		Address Comments	10 days	Mon 9/23/24	Fri 10/4/24	142						
144		Develop Submittal	3 days	Mon 10/7/24	Wed 10/9/24	143						
145		City Review	10 days	Thu 10/10/24	Wed 10/23/24	144						
146		90% Design Workshop	0 days	Fri 10/11/24	Fri 10/11/24	144SS+5 days						
147		Finalize Plan to Address Comments	5 days	Mon 10/14/24	Fri 10/18/24	146						
148		Submit to DOH Review	24 days	Mon 10/21/24	Thu 11/21/24	147						
149		Phase 640: 90% Cost Estimate	40 days	Wed 8/14/24	Wed 10/9/24							
150		Develop Cost Estimate	5 days	Wed 8/14/24	Tue 8/20/24	135						
151		Internal Review of Cost Estimate	5 days	Wed 8/21/24	Tue 8/27/24	150						
152		Submit Cost Estimate	3 days	Mon 10/7/24	Wed 10/9/24	143						
153		Phase 650: Bid and Construction Documents (100%)	50 days	Mon 10/21/24	Fri 12/27/24							
154		Address 90% Design Comments	15 days	Mon 10/21/24	Fri 11/8/24	147						
155		Final Internal QA/QC	5 days	Mon 11/11/24	Fri 11/15/24	154						
156		Address QA/QC	5 days	Mon 11/18/24	Fri 11/22/24	155						
157		Stamp and Compile Submittal	5 days	Mon 11/25/24	Fri 11/29/24	156						
158		City Review	10 days	Mon 12/2/24	Fri 12/13/24	157						
159		DOH SRF Compliance Review	10 days	Mon 12/16/24	Fri 12/27/24	158						
160		100% Design Review Meeting	0 days	Fri 12/13/24	Fri 12/13/24	158						
161		Phase 660: On-Call Bid Support	73 days	Mon 12/30/24	Wed 4/9/25	153						
162		Bid Advertisement	1 day	Mon 1/20/25	Mon 1/20/25	160FS+25 days						
163		Bid Period	27 days	Tue 1/21/25	Wed 2/26/25	162						
164		Negotiation of Construction Contract	30 days	Thu 2/27/25	Wed 4/9/25	163						
165		Scope Phase 3	50 days	Mon 12/30/24	Fri 3/7/25	160						
166		Phase 3: Services During Construction	0 days	Wed 4/9/25	Wed 4/9/25	164						
Attachment B: WS14 Proposed Schedule Date: Fri 4/19/24		Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress										

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Brown and Caldwell
Phase 2 Budget[illegible]

Brown and Caldwell

[illegible]



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101426**

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Brown and Caldwell (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 32-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and in the scope of work identified in Attachment "A", and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

Contractor to provide consulting services to develop final plans and specifications for the design of a PFAS treatment system at Water Station 14.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$718,700.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and 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, the 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. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

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.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** 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 thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment “B”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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.

- 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on October 1, 2023 and continue until June 30, 2024. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
- 5. 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; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
- 6. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 7. SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
- 8. E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the

City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

9. DELAYS AND EXTENSIONS OF TIME: If the Contractor is delayed at any time in the progress of the work covered by this 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 the Contractor and the 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 the City.

10. 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 the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

11. TERMINATION FOR PUBLIC 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 Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

12. TERMINATION FOR DEFAULT: If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if

the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- 13. 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.
- 14. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 15. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 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 the Vancouver Municipal Code (VMC) Chapter 5.04.
- 16. LIABILITY AND HOLD HARMLESS:** The 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 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

17. INSURANCE: The 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.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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	
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	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000
V. Professional Liability	
Policy shall include coverage 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	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO 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.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. 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.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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.

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

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Lynn Stephens
Brown and Caldwell
6500 S Macadam Ave, Suite 200
Portland, OR 97239
Email: LStephens@brwnncald.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. 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.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. 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. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. 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 incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City 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.
- 24. 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.

- 25. 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, State or local department or agency.
- 26. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 27. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 28. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 29. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be

warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.

30. 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.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



Eric Holmes, City Manager

9/27/2023

Date

Attest:

DocuSigned by:



Anthony Glenn, Treasurer

For: Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

CONTRACTOR:

Brown and Caldwell

DocuSigned by:



Signature

kelly kimball

Vice President

Printed Name /Title

9/19/2023

Date



6500 S Macadam Avenue, Suite 200
Portland, OR 97239
T: 503.244.7005

Water Station 14 PFAS Treatment System Design Project

City of Vancouver

Phase 1 Scope of Work

August 14, 2023

Project Overview

The City of Vancouver (City) has tasked Brown and Caldwell to provide professional engineering services for a PFAS water treatment system design at Water Station 14 (WS-14) located at 6803 NE 78th St, in Vancouver, Washington. This scope of work describes BC ("Consultant") and the City activities that will occur during the WS-14 PFAS Treatment System Design Project ("Project") for treatment of PFAS in groundwater produced from the City's Wells at WS-14. Brown and Caldwell (BC) will subcontract with Shannon & Wilson, Greenworks, MWA Architects, and ESA to provide project support.

Background

The City owns and operates the 3rd largest state-regulated municipal water system in the State of Washington. Vancouver's source of drinking water is 100% groundwater. There are nine well fields with a total of 40 wells in the City's system. These wells produce an average daily demand of 27 million gallons (MG) serving approximately 280,000 people. The City's service area covers approximately 72 square miles incorporating areas within the City limits and extending into unincorporated Clark County.

WS-14 is on a 3.35 acre parcel and has been a municipal water facility serving Vancouver since 1980. The site contains three groundwater wells with a combined capacity of 3,200 gpm.

Water Station 14 consists of the following major components:

- 3 groundwater wells
- Booster pump station with 2 pumps
- On-site sodium hypochlorite generation (OSHG) system for disinfection
- Fluoride dosing equipment
- Single-tower aeration system for pH control
- Emergency generator

Water from the station's wells flows through the single-tower aeration system for pH adjustment, receives disinfection treatment provided via an on-site sodium hypochlorite generation system, and is fluoridated with sodium fluoride. Water pumped from the wells at WS-14 flows through a common flow meter prior to distribution in the Heights High Pressure Zone. The disinfection and fluoride injection points are located within the flow meter vault.



The booster pump station at WS-14 consists of two variable-speed pumps that draw water from a clearwell beneath the current treatment building. The total booster pump capacity is 3,200 gpm (1,600 gpm per pump).

Per- and polyfluoroalkyl substances (PFAS) were first detected in the groundwater at WS-14 in late 2020. Additional testing was completed of all water system wells in 2021. In 2022, the City completed a high-level treatment system conceptual layout and cost estimate to understand the feasibility and cost of adding PFAS treatment at WS-14. The City also completed RSSCT testing and is currently conducting a pilot test with four different filter media. The pilot testing began in early January 2023 and final results are not expected until early 2024, which means design will commence prior to pilot study completion.

The City has received \$12.7 million in State Revolving Fund (SRF) loan funding for this project. This project will need to meet the federally funded project requirements through the SRF program including Build America, Buy America (BABA) requirements, cultural and environmental reviews/SEPA, and the Davis-Bacon Act. The City will sign an SRF contract with the state in mid-2023. The City will have 18 months from signing to have a construction contract awarded.

Approach

BC will complete the project in two phases at the City's direction to incorporate findings from Phase 1 to inform the Phase 2 scope of work. The first phase of the project will include the site evaluation, preliminary design, initial permitting tasks including the cultural review, wetlands delineation, and land use pre-application, and public outreach. Cultural conditions can critically impact schedule, so BC and subconsultant, ESA, will kick off the cultural review immediately following notice-to-proceed. Following an in-person kick-off meeting, our key discipline leads and team will visit the WS-14 site. The site assessment and alternative analysis phases will advance while waiting for the pilot study data.

One objective for Phase 1 is to make important decisions that will lay the basis for a repeatable design for the City for future PFAS treatment systems. The first key task will be to review the piloting data and tour sites to familiarize staff with the available options. This effort will provide the basis for selecting the treatment technology. The effort will also solidify needs around pre-purchasing to inform Phase 2.

Some of the additional key decisions include the location of the treatment system in the process, location of the treatment process on the site, and method for discharge of wastewater. These decisions will be made in alternative assessment meetings and pilot findings meeting. As a part of the meetings, BC will conduct an alternatives analysis that looks at trade-offs and impacts of the design decisions. Once these decisions are made, sizing criteria will be established and the rationale for the decisions will be documented in a Project Engineering Report (PER), including expectations for code requirements. BC will then advance the preliminary design deliverables including the Preliminary drawings under Phase 1.

Phase 2 of the project will include the detailed design and final design efforts to develop construction documents, estimated to take approximately 8 months following Phase 1 based on the design elements listed in this scope of work. Additional design elements could be realized through the preliminary design that may change that assumption and the project schedule. This phase will involve development of the 60 percent and 90 percent design submittals, followed by preparation of the 100% and final bid documents. BC will also provide bid support. Phase 2 will also include construction and commissioning services including services during construction (SDC) support and services following construction (SFC) for on-site construction management and commissioning and start-up.

Scope of Work Summary and Work Breakdown Structure

The BC Team's scope of services for the WS-14 PFAS Treatment System Design Project is divided into the following phases and tasks:

WS-14 PFAS Project Design Tasks		
Contract Phase 1		
Phase 100	Project Management	
	Task 110	Phase 1 Client Meetings
	Task 120	Phase 1 On-going Project Management
Phase 200	Site Assessment	
	Task 210	Survey
	Task 220	Geotechnical Investigation
	Task 230	Review Site Background Information
Phase 300	Alternatives Analysis and Conceptual Design	
	Task 310	Site Tours
	Task 320	Pilot Data Review and Treatment Selection
	Task 330	Alternatives Assessment
	Task 340	Conceptual Layout
	Task 350	Prepurchase Evaluation
Phase 400	Preliminary Design	
	Task 410	Project Engineering Report
	Task 420	Preliminary Design Drawings and Specifications
	Task 430	Preliminary Design Submittal
	Task 440	Cost Estimating
	Task 450	Preliminary Design QA/QC
Phase 500	Permitting & Public Outreach	
	Task 510	SRF Compliance
	Task 520	SEPA
	Task 530	Wetland Delineation
	Task 540	Preapplication Meeting and Support
	Task 550	DOH Engagement and Coordination
	Task 560	Outreach materials development
Phase 800	Unanticipated Services	
	Task 801	Phase 1 Unanticipated Services

WS-14 PFAS Project Design Tasks		
Contract Phase 2		
Phase 100	Project Management	
	Task 120	Phase 2 Project Management
Phase 200	Site Assessment	
	Task 240	Existing Conditions Scan and Modeling
Phase 500	Permitting & Public Outreach ^a	
	Task 510	SRF Compliance
	Task 520	Wetlands Delineation
	Task 550	DOH Engagement and Coordination
	Task 560	Outreach materials development
	Task 570	Land use approval support
	Task 580	Building permitting support
	Task 590	Discharge compliance permitting support
Phase 600	Final Design	
	Task 610	Intermediate (60%) Design
	Task 620	Draft Construction Cost Estimate
	Task 630	Final Design (90%) Design
	Task 640	Final Construction Cost Estimate
	Task 650	Bid Documents (100%)
	Task 660	On-call Bid Support
	Task 670	Final Design QA/QC
Phase 710	Services During Construction	
	Task 711	Submittals
	Task 712	RFIs
	Task 713	Change Orders
	Task 714	Record Drawings
Phase 720	SDC: On-site Construction Management and Observation	
Phase 730	SDC: Commissioning and Start-up (to include testing and optimization)	

a. New subtasks will be created for tasks listed in Phase 500.

This scope of services and level of effort includes the Contract Phase 1 tasks only. Phase 2 will be scoped during Phase 1. This scope, schedule, and budget are expressly developed for the completion of the deliverables summarized herein for Phase 1. We have assumed input and support from City staff and that relevant information and data will be provided by the City. Professional services that may be required beyond this scope may require an amendment.

Contract Phase 1

Phase 1 of the project includes the site assessment, alternatives analysis, preliminary design, initial permitting tasks including the cultural review, wetlands delineation and land use pre-application, and public outreach as detailed in the following phases and tasks:

Phase 100: Project Management

Tasks 110: Phase 1 Client Meetings

Activities: project kick-off and external PM meetings

Assumptions:

- Kick-off meeting will be a 1-hour in-person meeting.
- Key staff from the site assessment team will visit the site for the project kick-off.
- External PM meetings will be virtual and will occur weekly with a duration of 60 minutes, attended by 3 consultant staff. Additional time for meeting prep and circulation of post-meeting materials is included in this task budget.

Meetings:

- External project kick-off meeting and site visit
- Weekly virtual PM calls for duration of this phase (not to exceed 7 months). Preliminary design is anticipated to be delivered in 6 months. Permitting and outreach will be occurring during that last month.

City Responsibilities:

- Participate in project kick-off meeting and site visit
- Communicate issues that impact project at weekly PM meetings
- City Responsibilities:

Deliverables:

- Brief meeting agendas and notes for weekly calls

Tasks 120: Phase 1 Project Management

Activities/Approach: Provide management, direction, coordination, and control of all work associated with the project schedule, budget, technical quality, and monthly invoices for the project, along with project meetings under this phase. This task includes the following activities:

- Task-level project and staff management
- Project file management
- Creation and maintenance of the project schedule
- Tracking project expenditures versus percent complete
- Communication and coordination with City staff
- Monthly invoices and progress reports via cover letters
- Development of a project management plan (PMP)
- Development and maintenance of the change management log

City Responsibilities:

- Review monthly status reports and supporting project documentation for invoice and payment approval

Deliverables:

- Submittal of updated project logs as needed to support key activities and decisions (action/issue/decision logs)
- Monthly progress reports and invoices
- Project schedule

Phase 200: Site Assessment

Task 210: Survey and Basemap Preparation

Activities:

- City to complete survey to prepare a basemap for the treatment improvements with horizontal and vertical datum
- BC to provide prioritized needs for survey effort.
- Survey to include:
 - Existing buildings exterior and roof overhangs
 - Property boundaries
 - Location of existing site underground utilities
 - Location of existing utilities in the right-of-way
 - NE 78th St. and existing stormwater manhole in right-of-way
 - DTM/TIN surface with elevations
 - Existing trees 6" diameter breast height (DBH) and greater on City property and trees on adjacent properties where canopy overhangs City property and root zone could be impacted by improvements, per assumptions under Subtask 423
 - Sewer manhole on NE 76th Circle, owned by Clark Regional Wastewater District (CRWWD), and properties between City site and manhole
- City to survey location and elevation of geotechnical borings, cultural exploration locations, and wetland delineation in a separate trip

Assumptions:

- City will use city-hired staff to conduct the site survey
- City will locate and mark water utilities on the site City will locate all utilities onsite and coordinate with other utilities for locates if there are other non-City owned utilities in an easement through the site.
- City will pothole critical water utilities on the site if required

Deliverables:

- City to provide site survey basemap in Civil 3D format

Task 220: Geotechnical Investigation

Activities:

- Review existing soils data and develop an exploration layout for up to two borings, two test pits for infiltration testing, and two shallow Dynamic Cone Penetrometers for pavement design.
- Develop a laboratory testing program based on the results of the geotechnical borings and test pits. For planning purposes we assume up to 8 grain size analyses, 4 Atterberg limits tests, and corrosion testing on two samples (DIPRA plus chlorides).

- Install a vibrating wire piezometer and one data logger to monitor groundwater levels for up to 6 months.
- Perform geotechnical analysis and provide recommendations to support:
 - Building foundations including both shallow and deep foundations (if required)
 - GAC Backwash/IX Flush Tank foundation
 - Meter vault subgrade/backfill/shoring/lateral earth pressures (including traffic surcharge pressures)/conceptual dewatering alternatives
 - Pipe bedding/backfill/conceptual shoring and dewatering alternatives
 - Pavement
 - Unfactored infiltration rates of soil
- Prepare a geotechnical data report (GDR) containing the boring logs and results of the laboratory testing.
- Evaluate the seismic hazards including the seismic site class, liquefaction potential to the depth explored, and lateral spread, and potential for surface fault rupture.
- Prepare a geotechnical engineering report (GER) containing the results of our geotechnical analyses to support design development and the City's permitting process.
- Review of geotechnical related plans and specs.

Assumptions:

- No contamination will be encountered, and soils can be disposed of at site that accepts clean fill.
- Test pits will be backfilled with soils from the excavation using minimal compactive effort.
- Two borings will be advanced to maximum depths of 45 to 75 below ground surface or practical refusal using mud-rotary drilling techniques.
- Traffic loads will be provided by others for pavement design.
- Structures will have a period of less than 0.5 seconds, and Shannon & Wilson will provide a code-based design spectrum. No site-specific design spectrum will be required.
- If liquefaction is identified as a potential hazard we will provide conceptual mitigation strategies and recommendations and recommendations for shallow and deep foundations (if required). A discussion of conceptual ground improvement options can be provided, but our scope does not include final design of ground improvement systems.
- Dewatering and shoring evaluations will be conceptual in nature and the final design will be performed by the construction contractor and design professionals retained by the contractor.
- City will locate all utilities onsite within a 25-ft radius of the staked boring location. We request any utility plan drawings be provided to us by the City prior to commencement of our exploration program.
- The City of Vancouver will provide access to the site and any permit fees required by drilling will be paid by others.
- New structures will not be buried greater than 10 feet in depth.

Deliverables:

- GDR, Draft and Final
- GER, Draft and Final

Task 230: Review Site Background Information

Activities:

- Collect and review background information:
 - City will provide best available existing site plans which include the electrical service location and other utilities; and data communication.
 - Record drawings for existing WS-14 facilities for all design disciplines
 - Buried utility maps
 - Existing supervisory control and data acquisition (SCADA) communication infrastructure
 - Pump curves for installed pumps
 - Water quality data for WS-14
 - Existing Geotechnical Report(s)

Assumptions:

The City will provide the requested information that is available within 10 days of request in electronic format.

Phase 300: Alternatives Analysis

Task 310: Site Tours

Activities: This task will involve visiting other PFAS installations with City and BC staff. This task will provide the opportunity for City staff to see installed and operating PFAS treatment systems and discuss lessons learned from engineering and operations staff. The following sites are proposed for tours:

- Ponders and Scott Wells sites, Lakewood Water District, Lakewood, WA
- PFAS Treatment System, City of Issaquah, Issaquah, WA
- Virtual tour with South Adams County GAC system and IX Design (currently in 60% Design)

Following the tours, BC will conduct an Operations Workshop to debrief with engineering and operations staff on lessons learned from the site tours.

Assumptions:

- Two tours will be in person, attended by 4 consultant staff.
- The tours of Lakewood Water District and City of Issaquah will occur on the same day.
- One additional tour will be in person attended by 1 consultant staff that will require travel out of the State of Washington.
- One tour will be virtual, attended by 4 consultant staff
- Operations Workshop will be a virtual meeting, 2-hours, attended by 4 consultant staff.

Deliverables:

- Virtual workshop preparation materials summarizing findings of tours
- Operations Workshop and meeting minutes

Task 320: Pilot Data Review and Treatment Selection

Activities: This task will involve helping the City decide on what the BC team should design for PFAS treatment at WS-14 through the following activities:

- Review pilot data and any summaries provided by HDR.
- Review historical water quality data beyond PFAS concentrations
- Based on estimated breakthrough, prepare planning level capital and O&M costs for GAC and IX systems to compare options.
- This assessment of other sites beyond WS-14. This assessment will investigate the desire for flexibility. The BC team will investigate potential for switching media (GAC vs. IX) in the future. It will also look at flexibility for demonstrating different density medias at the same time.
- Treatment Selection Workshop – meet with the City to discuss treatment technology trade-offs and ability to implement alternative technologies later.

Assumptions:

- Pilot breakthrough data from multiple sample events will be available by mid-August.
- Pilot data will only be reviewed once. If additional data is made available after the cut-off time for the assessment, a scope amendment will be prepared to review additional data at the City's request.
- Only IX and GAC treatment will be compared as part of the assessment.
- Treatment Selection Workshop will be a hybrid meeting at City facilities, 2-hour meeting, attended by 4 consultant staff.
- City will confirm approach around treatment design.

Deliverables:

- Coordination meeting with HDR and City to review pilot data
- Treatment Selection TM to summarize of pilot data results for treatment comparison with planning level capital and O&M costs.
- Treatment Selection Workshop preparatory materials and meeting minutes

Task 330: Alternatives Assessment

Activities: BC will conduct an alternatives analysis that provides a summary of the alternatives and rationale for selection. The intended outcome of this assessment will be for the City to make key design decisions ahead of the Preliminary Design. The assessment will look at three primary aspects of the design including treatment location, design features, and washwater discharge as follows:

- **Treatment Location**
 - Treatment location within existing process (i.e., between raw water well pumps and air stripper or after the booster pumps)
 - Treatment location on the site
 - Hydraulic Assessment: Both GAC and IX technologies will remove PFAS, but the hydraulics are an important consideration for energy usage and performance optimization. This task will involve the following activities:
 - Update BC Fathom hydraulic modeling completed as a part of the PFAS Treatment Feasibility Study to determine if the current well pumps or booster pumps are sufficient, if the pumps need to be upgraded, and/or larger impellers or motors need to be installed.

- **Design Features**

- Backwash storage: confirm Treatment Feasibility Study decision to place in an elevated backwash tank versus temporary Baker tank.
- Media Backwash/Flushing Design: Treatment media cleaning is an important consideration for either GAC or IX design. The existing distribution system pressure can be used as the supply to either backwash (GAC) or forward flush (IX). For GAC systems, the backwash design is an important consideration. This task will involve the following:
 - Evaluate system pressure to determine feasibility of backwash supply from system pressure or if additional pumping capacity and storage volumes are needed.
- Level of Automation: determine if vessels will be designed for automated backwash or flushing
- Architectural: whether vessels and/or electrical equipment will be located outside or in a building. There are also decisions around if additional space is provided for storage, lab sink, and/or office space, etc.
- **Washwater Discharge:** In tandem with Phase 500 tasks, BC will explore options and confirm the City's preferred approach for management and discharge of the washwater for GAC or IX as a part of this task. WS-14 has no permitted sewer or stormwater discharge connections, so this task will explore alternative discharge approaches. This task will involve the following activities:
 - Explore the option to discharge to stormwater through a State Waste Discharge Permit to discharge to an infiltration basin for surface dispersion
 - Confirm infiltration basin feasibility based on site-specific soils evaluation. Task to be completed in tandem with Task 220
 - Explore option for a temporary or permanent connection to the nearby stormwater manhole on NE 78th St. near NE Andresen Ave covered under a Water Treatment Plant General Permit.
 - The following sewer options will be explored offsite:
 - Pump to CRWWD manhole in adjacent neighborhood
 - Sewer connection to CRWWD sewer either along NE Andresen Rd (~500 feet) or connect to the East at NE 78th St. & NE 72nd Ave (~1,000 feet)

BC will lead two Alternative Assessment meetings to make decisions on the items highlighted in this task.

Assumptions:

- This task will be completed following Tasks 310 and 320.
- Key Decisions that will be made by the City as a part of this task for the basis of design include:
 - Treatment location physically
 - Two options will be presented.
 - Conceptual layouts will be markups of existing site plan in Bluebeam, prepared in PDF format, and presented during the meeting.
 - Treatment location in process
 - Two options will be evaluated.
 - Level of automation
 - Architectural (building or no building, and what is in it)
- Likely priorities for discharge will be selected, but a proposed outcome may not be finalized.
- Alternative assessment meetings will last 2 hours. One of the two meetings will be in person. Both meetings will be attended by 4 consultant staff.

Deliverables:

- Two alternative assessment meetings
- Alternatives Assessment Technical Memorandum to summarize assessment and key decisions (limited to 10 pages or less) as preface to be incorporated into the PER.

Task 340: Conceptual Design Layout

Activities: This task will establish the proposed site layout. This will involve the following activities:

- Confirm sizing of treatment equipment
- Develop conceptual layout and preliminary pipeline routing Include proposed modifications for paved maintenance routes.
- Discuss underdrain selection and other equipment preferences for manufacturer's, such as valves and instruments
- Determine method of equipment access (i.e., elevated catwalk or mobile boom lift)
- Develop approach for construction phasing
- Considerations for expansion
- Design Workshop – meet with the City to discuss general layout, sizing, and site related considerations, and review preliminary layout and confirm basis of sizing.

Assumptions:

- Conceptual layouts will be markups of existing site plan in Bluebeam, prepared in PDF format, and presented during the meeting.
- Design Workshop will be a virtual, 2-hour meeting, attended by 4 consultant staff.

Deliverables:

- Design Workshop
- Conceptual equipment layouts for PFAS Facility
- Preliminary process flow diagram (PFD)

Task 350: Prepurchase Evaluation

This task will focus on supporting the City in evaluating pre-purchasing.

Activities:

- Evaluate pre-purchasing approaches, such as a separate bid package(s) or developing a master services agreement with a vessel manufacturer that complies with the SRF funding
- Coordinate with SRF staff on compliance of pre-purchase options
- Assess benefits and risks of different approaches based on estimated equipment lead times, long-term standardization, and estimated contractor mark-up.
 - Team will assess specifically vessels, media, and electrical equipment.
- Hold pre-purchasing meeting

Assumptions:

- Pre-purchasing meeting will be a virtual, 2-hour meeting, attended by 4 consultant staff.

Deliverables:

- Pre-purchasing meeting, preparatory materials and meeting minutes. Outcomes will be further documented in the PER.

Phase 400: Preliminary Design

During this phase, BC will develop a PER for DOH approval and preliminary design documents. The PER document will serve as a basis of design decisions for this and future PFAS design projects. The preliminary design will be dependent on the treatment selection decision and decision to include a building as outcomes from Phase 300. Discipline leads will complete a site visit.

Task 410: Project Engineering Report

Subtask 411 PER Preparation

Activities: BC will prepare a written draft of the PER that summarizes the basis for the design activities for the DOH PER, which will be submitted by the City. The primary focus of this PER will be design documentation including the rationale for design decisions, including the following:

- An overall conceptual equipment layout on the site
- Preliminary construction sequencing plan for equipment installation
- Mechanical design criteria, including PFAS treatment system, wash water handling, and piping and discussion of pumps and motors, piping and valves;
- Building mechanical design criteria for ventilation, heating and cooling for equipment rooms, and fire suppression system review [assuming building is included in the design]
- Structural design criteria, including codes and standards, design loads, seismic design requirements, safety factors, and materials.
- Electrical design criteria, including power supply, site lighting, equipment, telemetry, and controls.
- Instrumentation and control (I&C) design criteria including level of automation, instruments and hardware, local and remote networking with existing SCADA.

Subtask 412 Standards Document

Activities:

- BC will develop Standards Technical Memorandums that summarize design standards for key disciplines that the City can leverage for future designs.
- BC will present the City with a questionnaire(s).
- BC will develop draft standards for City review.
- BC will meet with the City to discuss the proposed standards.

Assumptions:

- These standards could be incorporated as appendices in the PER.
- Equipment list itemizing the major pieces of equipment and proposed manufacturer's and/or types
 - Long lead items will be identified and included in the pre-purchase evaluation discussed in Task 350.

Deliverables:

- PER, Draft and Final Draft for DOH
- PER discussion meeting, virtual
- Standards Technical Memorandum

Task 420: Preliminary Design Drawings and Specifications

Activities/Approach: Once the conceptual design work and Draft PER are complete, BC will proceed with developing preliminary design documents. The preliminary design submittal will involve the following design activities, based on the listed activities and assumptions:

- Drawings will be prepared using BC CAD standards with the exception of the cover sheet. A combination of Revit and AutoCAD version 2022 will be used.
- Refer to Attachment A for a list of the anticipated Drawings to be provided with the Preliminary Design package.
- The City will provide a list of standard or preferred manufacturers for major equipment identified in Subtask 412.
- Each discipline lead will attend an internal kick-off meeting and select staff will complete a site visit (civil, process-mechanical, I&C/electrical, architectural, and landscape architect) to capture information not previously covered in the pre-scoping site-visit.
- List of anticipated specifications to be developed during Phase 2. Develop draft specifications for pressure vessel and treatment media.

Preliminary Design Assumptions:

- To be conservative, a new building for the PFAS treatment equipment was assumed for this preliminary design phase. The building will have a footprint roughly 114' x 32', and 40' height.

Preliminary Design Deliverables:

- Preliminary design drawings
- Technical specifications table of contents
- Design review workshop

Subtask 421: Internal Team Meetings and Design Management Coordination

Activities:

- Internal Team Meetings
- Design Management and Coordination
- Building Information Modeling (BIM)/CAD Management and Coordination
 - Produce BIM Execution Plan (BxP) describing CAD and modeling goals
 - Set-up of drawing package general sheets, and coordination between designer leads.
 - Bi-weekly designer coordination meetings
 - Modeling for placement of equipment layout for PFAS Facility.
 - 3D model development to facilitate internal design reviews, and presentation to the City.

This subtask assumes the following team meetings are twice per month as follows:

- Internal kick-off meeting: 1 hour
- Eight, 1-hour internal biweekly design team meetings
- One, in-person 2-hour meeting with the City to discuss 30% design review comments with the City for associated discipline leads.

Subtask 422: Civil

Activities:

- Develop the site layout, including conceptual yard piping, site drainage, and slopes, based on the project requirements identified in the PER.
- Prepare preliminary civil design of new access road to the new PFAS treatment system that is capable of handling a media slurry truck
- Prepare preliminary civil drawings for the 30 percent design submittal
- Prepare preliminary drainage plan
- Identify construction constraints, sequencing and lay-down areas.

Assumptions:

- Existing conditions base-mapping will be provided by client and will be provided with identifiable horizontal and vertical controls, as well as parcel boundaries and right-of-way. City will provide updated survey for the site.
- Preparation of technical specifications will not be provided.
- Preliminary plan for site landscaping to be coordinated between civil discipline and landscape architect
- Street improvements in the ROW, curb and gutter, a driveway, or pavement is not required.
- The new pollution generating surface will be under 5,000 square-feet and will therefore not require a SWPPP, a drainage Technical Information Report, and stormwater treatment BMPs for site runoff. Detention, storm drain improvements in the ROW, and extensive stormwater quality treatment is not required.
- No changes to pedestrian and vehicular access to the existing buildings will be provided.

Subtask 423: Landscape

Activities:

- Support pre-application meeting materials.
- Prepare plan for landscape, which is documented in PER.
- Prepare preliminary landscape planting plan for the preliminary design submittal.
- Identify preliminary irrigation point of connection.
- Develop a tree plan to identify species, native, healthy, remove, keep, etc.

Assumptions:

- Existing conditions base-mapping will be provided by client and will be provided with identifiable horizontal and vertical controls, as well as parcel boundaries and right-of-way.
- Tree survey to include location and species of existing trees with 6" diameter breast high (DBH) and greater.
- Preparation of technical specifications will not be provided.
- Preliminary plan for site landscaping to be coordinated between civil discipline and landscape architect.

Subtask 424: Architectural

Activities:

- Assuming a building is selected, work with City and Structural to decide what type of building is most appropriate for the project, balancing construction cost, durability, and constructability.
- Coordinate with process mechanical and building mechanical teams for equipment and systems.
- Coordinate with electrical and lighting teams for systems.
- Provide preliminary building code review and documentation.
- Provide design information for client review (materials, colors, FF&E as needed)
- Provide input on land use pre-app, including descriptions, renderings, etc.
- Provide preliminary design work, including drawings, and draft specifications for the architectural discipline. Assume PER content for code review, basis of design options, and materiality.
- Coordinate work with the work of other disciplines as needed.
- Provide input and participation in land use pre application, including building descriptions and visualizations as needed.
- Provide input and participation in public outreach activities, including architectural overview and visualizations as needed.

Assumptions:

- Include building heating to 50-degrees, and therefore must comply with the Washington State Energy Code for building envelope, air leakage, mechanical systems, ventilation, and lighting.
- Type of building is decided prior to the start of preliminary design
- Building aesthetics will be confirmed after preliminary design
- Provide man doors to meet the exiting requirements for a building.
- Provide an overhead/roll-up door for equipment and material load-in.
- Provide roof hatches over each tank so they can be removed/replaced in the future.
- There will be no interior walls or rooms, except for the electrical room.
- Scope assumes no architectural work for the site or landscaping.

Subtask 425: Structural

Activities:

- Review geotechnical findings under Task 220
- Design new concrete foundation slab for PFAS Facility
- Design new concrete foundation slab for washwater storage tank

Assumptions:

- The building will conform to design criteria per IBC 2018 and ACSE 7-16. Discuss during preliminary design what class of seismic resiliency to design to and what class to submit to the building department.
- Geotechnical findings will not be available during preliminary design.
- The building will be one-story with no mezzanine level.
- The building will not include an equipment platform for the tanks.

Subtask 426: Process/Process-Mechanical

Activities:

- Develop treatment system design concept. The preliminary design drawings will be based on the decisions from Task 330.
- Develop 3D rendering for the GAC or IX treatment system
- Prepare preliminary process/mechanical drawings for the preliminary design submittal
- Prepare draft specifications for primary design elements including GAC or IX contactors and media.

Assumptions:

- Distribution system can provide backwash flow, which will range from 400 to 1,200 gpm, so no backwash pumps are required.
- District has an asset numbering system sufficiently developed for use on this project.

Subtask 427: Building Mechanical and Plumbing

Activities:

- This task will be limited to review of energy and air exchange requirements for the new facility, assuming a building.

Assumptions:

- No building mechanical drawings at Preliminary design.
- Building will need to be heated to 50-degrees and ventilation will be required.
- Alternative analysis for energy code compliance is not required. Building will meet energy code utilizing the Prescriptive Method.
- There is no water heater anticipated for the building. No bathroom or emergency eyewash/shower are anticipated.
- No fire alarm or fire protection systems needed at the unoccupied building.

Subtask 428: Electrical

Activities:

- Review existing facility record drawings and electrical diagrams.
- Conduct site visit to confirm power distribution systems for the existing WTP facilities and loads, and confirm existing one-lines, electrical equipment ratings and capacities, and demolition impacts.
- Provide code review of existing electrical system.
- Determine electrical requirements for PFAS system and new electrical loads/pumps.
- Determine best way to power new PFAS treatment system.
- Determine if existing backup generator is adequate to support the additional loads.
- Develop preliminary design criteria for electrical as part of PER
- Develop preliminary electrical one-line drawing.

Assumptions:

- No electrical power system modelling or coordination/arc flash studies are included as part of this electrical scope.
- Existing utility maximum demand meter readings obtained from the City power utility for the prior 24 months will be provided to the consultant by the City. In addition, 30-day, demand meters may

be requested to be installed on existing electrical distribution equipment, as determined by the consultant during preliminary design, and installed by the City's electrician.

- No yard lighting or lighting modifications will be detailed on the drawings. If included, this will be covered in Phase 2.
- No sound modeling will be performed in Phase 1 of this scope of work. If the generator requires replacement, then sound modeling will be incorporated into Phase 2.

Subtask 429: Instrumentation & Controls

Activities:

- Determine any City preference for instrumentation and controls (I&C).
- Determine communication requirements for PFAS system to interface with City's existing SCADA system.
- Develop preliminary design criteria for I&C and confirm what will be automated versus manual.
- Determine security requirements for new building and remote monitoring by the District.
- Develop:
 - Preliminary communication network drawing
 - Preliminary control descriptions
 - Prepare preliminary P&IDs

Assumptions:

- No SCADA integration programming work is envisioned for this project. The City will leverage their local system integrator for all programming and graphic development.

Task 430 Preliminary Design Submittal

Activities:

- Prepare submittal package for City Review

Assumptions:

- Refer to Attachment A for the Preliminary Design Drawing List and Specifications
- At the conclusion of the Preliminary design review, no changes are expected to the major equipment sizing and locations.
- City comments will be received within 10-working days as one set of comments.
- Comments will be resolved and incorporated into the intermediate design submittal.
- Submittals will be electronically delivered pdf files.

Deliverables:

- Preliminary Design Documents
- Phase 2 scope of work, schedule, and budget

Task 440: Preliminary Cost Estimate

Activities:

- Develop a Class 4 opinion of probable construction cost (OPCC), as defined by the Association for the Advancement of Cost Engineering International (AACEI). The expected accuracy of this Class is from -30 to +50 percent.

Assumptions:

- Will use equipment quotes where available for major equipment.

Deliverables:

- Class 4 Opinion of Probable Construction Cost

Task 450: QA/QC

Develop and implement a quality assurance/quality control (QA/QC) program to review calculations and work products from the project. Based on the Quality Management Plan, provide appropriate calculation and deliverable QA/QC reviews by in-house, senior staff members. Incorporate internal and City review comments to prepare and complete final work products.

Activities:

- Senior review of PER
- Senior review of preliminary design package

Phase 500: Permitting and Outreach

This phase will support the cultural review permitting required for the SRF funding and the permitting process for the new discharge location discussed under Task 330. The City will undertake building permitting and land use. BC will support the pre-application in Phase 1. BC will also support DOH approval for the new PFAS treatment system.

Task 510: SRF Compliance

Subtask 511: Phase 1 SRF Compliance Plan

Activities:

- To meet funding requirements, this task will develop a high-level plan for achieving compliance, outlining requirements, deadlines, and responsible parties
- Support consultant leadership team in tracking requirements and deadlines
- If moving forward with pre-purchasing, then confirm documentation requirements, integration of federal requirements into any pre-purchasing approaches and if sole sourced, identify what will be required to keep eligible.

Assumptions:

- Support incorporation of compliance requirements into specifications
- City will complete quarterly reporting

Deliverables:

- SRF Compliance Plan

Task 520: SEPA

Washington's State Environmental Policy Act (SEPA) (RCW 43.21) requires local and state agencies to

consider possible environmental impacts in their decision-making processes. A SEPA determination on whether environmental impacts are significant must be made by the City Community Development Department prior to issuing permits for the project, and that determination is also needed in order for WADOH to complete its environmental review for SRF funding.

Subtask 521: Draft SEPA Checklist

ESA will complete a Draft SEPA Environmental Checklist during Phase 1 of the project, based on the preliminary design. This would help ensure that the required environmental considerations are addressed in the preliminary design phase.

Activities:

- Conduct research and use information from field investigations for other tasks to complete a Draft SEPA Environmental Checklist for the project's preliminary design.
- Prepare the Draft SEPA Environmental Checklist using the City of Vancouver's template, which is formatted to include the required information stated in WAC 197-11-960 and address subject areas including Earth, Air, Water, Plants, Animals, Energy and Natural Resources, Environmental Health, Noise, Land and Shoreline Use, Housing, Aesthetics, Light and Glare, Recreation, Historic and Cultural Preservation, Transportation, Public Services, and Utilities.

Assumptions:

- The SEPA Environmental Checklist will be finalized in Phase 2 of the project, when design is advanced to a level suitable for permit application submittals.
- The City will prepare and publish a Determination of Non-Significance, based on the Final SEPA Checklist (prepared in Phase 2), if warranted
- It is assumed an Environmental Impact Statement will not be required to satisfy SEPA review/documentation requirements for this project, and EIS preparation is not included in this scope.
- Cultural resources investigation and wetland delineation results will be summarized in the Draft SEPA Checklist based on work completed under separate tasks/contracts.
- SEPA review/filing fees will be paid by City of Vancouver in Phase 2.

Deliverables:

- Draft SEPA Checklist

Task 530: Wetland Delineation

Clark County GIS mapping, National Wetland Inventory (NWI) mapping, and previous site plans for the subject property identify wetlands on the site. Construction and development activities in jurisdictional wetlands are regulated by federal and state agencies, and ground disturbance in wetland buffers is regulated by the City under its Critical Areas Ordinance.

Subtask 531: Phase 1 Wetland Delineation

The following describes a scope of work for identifying and documenting the location and nature of wetland area on the site.

Activities:

- Review existing site data and mapping including previously mapped wetland boundaries, soils information, precipitation and climate data, and NWI mapping.
- Field delineate the boundaries of site wetlands using methods consistent with current U.S. Army Corps of Engineers (Corps) and Washington Department of Ecology (Ecology) guidance.
- Record wetland boundary and wetland/upland plot locations in the field with GPS equipment capable of sub-meter accuracy and/or flag wetland boundaries for survey by others.
- Document wetland findings in a Wetland Delineation Report with figures and site photographs.

Assumptions:

- Wetland field work can be completed by two ESA biologists in one day.
- ESA will flag boundaries and ID points needed to be picked up by City survey for critical area mapping.

Deliverables:

- Draft and Final Wetland delineation report by ESA that meets Corps, Ecology, and City of Vancouver code requirements and which could be used to support future phase permitting efforts.
- Site mapping that shows restricted buffer areas.

Task 540: Pre-application Meeting and Support**Subtask 541: Preapplication Materials Support****Activities:**

- Develop preliminary site plan for pre-application meeting.
- Develop two-page project narrative.
- Participate in pre-application meeting by 2 consultant staff.

Assumptions:

- The City will submit the documentation to the Land Use Planning Department.

Deliverables:

- Develop preliminary site plan for pre-application meeting.
- Develop two-page project narrative.
- Pre-application meeting minutes

Subtask 542: Architectural Support

Support Preapplication materials.

Task 550: DOH Engagement and Coordination

Subtask 551: Phase 1 DOH Engagement and Coordination

BC's approach is to bring DOH along from the beginning to introduce them to the project, meet with them around submittal of the PER, and again at the construction document submittal.

Activities:

- Meet with DOH to discuss PFAS treatment design approach
- Meet with DOH to present preliminary design criteria in a DOH pre-design meeting

Assumptions:

- Initial meeting to discuss any concerns with GAC vs. IX treatment design and introduce design schedule.
- DOH coordination for the 106 determination is accounted for in Task 512.
- PER to be delivered to DOH during Phase 2 and 60% design.

Deliverables:

- Meeting minutes

Task 560: Outreach Materials Development

Given the public interest in PFAS, there may be significant interest in the WS-14 design. The BC team will use our in-house communications team to support neighborhood meetings or additional outreach to the community.

Subtask 561: Phase 1 City Council Support

Activities:

- Develop materials to communicate proposed design for City Council

Assumptions:

- Support - one City Council engagement
- Graphics and presentations support estimated to be not greater than 46 hours.
- No one from the BC team will attend the City Council meeting.

Deliverables:

- Presentation materials to include at least one existing site graphic and one site visualization graphic.
- One handout-type document

Subtask 562: Architectural Support

Support City Council presentation materials.

Phase 800: Unanticipated Services

Objective: Provide budget allowance for potential additional work requested by the City.

Task 801: Phase 1 Unanticipated Services

Activities/Approach: To be determined, based on City requests. No work will be completed under this task without written direction from the City. The budgeted amount for unanticipated services is as provided in Exhibit B.

Task Assumptions

- Brown and Caldwell will prepare a Project Change Request (PCR) describing each additional and identifiable task under this allowance. The PCR will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.

City Responsibilities

- Provide direction and authorization for requested additional work.

Meetings

- To be determined.

Work Products

- To be determined.

Contract Phase 2:

Phase 2 will consist of the final design with preparation of drawings and specifications for construction of the proposed PFAS treatment system and associated work, additional permitting and outreach, and construction and commissioning support. Tasks may be refined from this list based on Phase 1 findings.

Schedule

Phase 1 of the project is estimated at 7 months with the key deliverables and meeting milestones dependent on the notice to proceed (NTP) timing. The predesign effort is anticipated to take 6 months with an additional month for permitting support. Phase 2 (final design) duration is estimated at 7 months following the preliminary design. Note that some of the permitting tasks started under Phase 1 will continue under Phase 2. The cultural conditions encountered and the cultural review could cause schedule delays.

A detailed schedule is provided in Attachment B.

Attachment A

Proposed Preliminary Drawing List

Drawing Number	Drawing Title
G-00-001	COVER SHEET
G-00-002	DRAWING INDEX
G-00-101	GENERAL NOTES AND SYMBOLS
G-00-201	ABBREVIATIONS
G-00-501	PROCESS FLOW DIAGRAM
G-00-601	DESIGN CRITERIA SUMMARY
C-00-001	CIVIL LEGEND AND GENERAL NOTES
C-00-101	EXISTING SITE AND DEMOLITION PLAN
C-00-202	TESC PLAN
L-00-101	LANDSCAPE PLAN
A-00-001	ARCHITECTURAL LEGEND AND GENERAL NOTES
A-20-101	PFAS TREATMENT BUILDING FLOOR PLAN
S-00-001	STRUCTURAL LEGEND
S-00-002	STRUCTURAL GENERAL NOTES 1
S-00-003	STRUCTURAL GENERAL NOTES 2
S-20-101	PFAS TREATMENT BUILDING FOUNDATION PLAN
S-20-103	SPENT BACKWASH TANK FOUNDATION PLAN
D-00-001	PROCESS LEGEND AND SYMBOLS
D-10-101	PUMP IMPROVEMENTS PLAN
D-20-101	PFAS TREATMENT BUILDING OVERALL PLAN
D-20-102	SPENT BACKWASH TANK OVERALL PLAN
D-20-301	PFAS TREATMENT SECTION 1
D-20-302	PFAS TREATMENT SECTION 2
D-20-305	SPENT BACKWASH TANK SECTIONS
D-20-901	PFAS TREATMENT ISOMETRIC VIEW 1
D-20-902	PFAS TREATMENT ISOMETRIC VIEW 2
E-00-001	LEGENDS AND SYMBOLS 1
E-00-002	LEGENDS AND SYMBOLS 2
E-00-003	ABBREVIATIONS AND GENERAL NOTES
E-00-101	SITE PLAN
E-20-501	PFAS TREATMENT BUILDING ONE-LINE DIAGRAM
I-00-001	LEGENDS AND SYMBOLS 1
I-00-002	LEGENDS AND SYMBOLS 2
I-00-003	LEGENDS AND SYMBOLS 3
I-00-004	ABBREVIATIONS AND GENERAL NOTES
I-10-101	P&ID - PUMP IMPROVEMENTS
I-20-101	P&ID - PFAS TREATMENT VESSELS 1 AND 2
I-20-102	P&ID - PFAS TREATMENT VESSELS 3 AND 4
I-20-103	P&ID - PFAS TREATMENT VESSELS 5 AND 6
I-20-104	P&ID - SPENT BACKWASH TANK

Proposed Preliminary Specification List

Division 43 – Process Gas and Liquid Equipment

43 23 73 Vertical Turbine Pumps

43 31 13 Vertical Contactors

Division 46 – Water and Wastewater Equipment

46 61 15 PFAS Treatment Media

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024
1		Vancouver WS14	181 days	Mon 8/28/23	Mon 5/6/24		Mar	Apr	May	Jun	Jul
2		NTP	1 day	Mon 9/11/23	Mon 9/11/23						
3		Phase 100: Project Management	170 days	Tue 9/12/23	Mon 5/6/24						
4		Project Initiation and Sub Agreements	10 days	Tue 9/12/23	Mon 9/25/23	2					
5		BC Team Kickoff	0 days	Thu 9/14/23	Thu 9/14/23	2FS+3 days					
6		Prepare BC PMP	5 days	Tue 9/12/23	Mon 9/18/23	2					
7		Ongoing PM	170 days	Tue 9/12/23	Mon 5/6/24	2					
8		Phase 200: Site Investigation	115 days	Mon 8/28/23	Fri 2/2/24						
9		Task 210: Site Survey	41 days	Tue 9/12/23	Tue 11/7/23						
10		Field Survey and Utility Locate	15 days	Tue 9/12/23	Mon 10/2/23	2					
11		Basemap Preparation	20 days	Tue 10/3/23	Mon 10/30/23	10					
12		Survey Boring Location	5 days	Tue 10/31/23	Mon 11/6/23	11					
13		Follow-up Survey if needed	1 day	Tue 11/7/23	Tue 11/7/23	12					
14		Cultural Review by ESA Outside of Contract	115 days	Mon 8/28/23	Fri 2/2/24						
15		Archeological survey, minotring plan, and DAHP/Tribe Consultation	40 days	Mon 8/28/23	Fri 10/20/23						
16		Tribe/DAHP Notification	30 days	Mon 10/23/23	Fri 12/1/23	15					
17		Review Concurrence Letter	15 days	Mon 12/4/23	Fri 12/22/23	16					
18		Public Comment on Published 106 and/or SEPA Findings	30 days	Mon 12/25/23	Fri 2/2/24	17					
19		Task 220: Geotechnical Investigation	65 days	Mon 10/23/23	Fri 1/19/24						
20		Review Existing Information	5 days	Mon 10/23/23	Fri 10/27/23	15					
21		Soil Boring	1 day	Thu 11/9/23	Thu 11/9/23	20FS+8 days					
22		Soil Analysis	5 days	Fri 11/10/23	Thu 11/16/23	21					
23		Prepare GDR	10 days	Fri 11/17/23	Thu 11/30/23	22					
24		Infiltration Lab Testing	1 day	Fri 12/1/23	Fri 12/1/23	23					
25		Infiltration Analysis	5 days	Mon 12/4/23	Fri 12/8/23	24					
26		Prepare Draft GDM	10 days	Mon 12/11/23	Fri 12/22/23	25					
27		Prepare Final GDM	10 days	Mon 1/8/24	Fri 1/19/24	26FS+10 days					
28		Task 230: Review Site Background Info	20 days	Fri 9/15/23	Thu 10/12/23	5					
29		Phase 300: Alternatives Analysis and Conceptual Design	72 days	Wed 9/27/23	Thu 1/4/24						
30		Task 310: Site Tours	6 days	Wed 9/27/23	Wed 10/4/23						
31		WA Site Tours	1 day	Wed 9/27/23	Wed 9/27/23	2FS+11 days					
32		Virtual Site Tour	1 day	Mon 10/2/23	Mon 10/2/23	31FS+2 days					
33		Virtual Operations Workshop	0 days	Wed 10/4/23	Wed 10/4/23	32FS+2 days					

Attachment B:
WS14 Proposed Schedule
Date: Mon 8/14/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

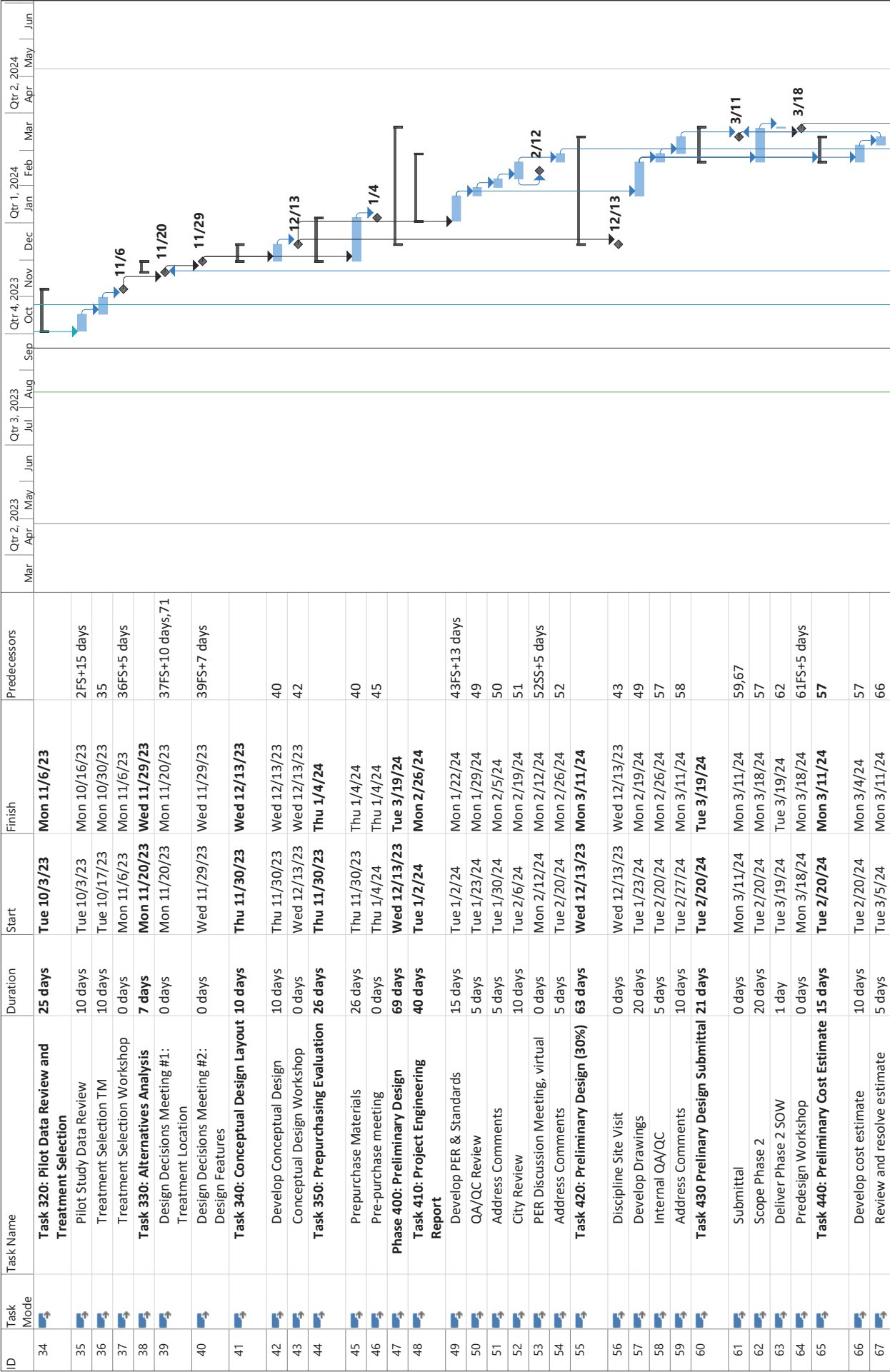
External Milestone

Deadline

Progress

Manual Progress

Page 1



Attachment B:
WS14 Proposed Schedule
Date: Mon 8/14/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 2

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024
68		Phase 500: Permitting and Outreach	157 days	Fri 9/15/23	Mon 4/22/24						
69		Task 510: SRF Compliance	30 days	Fri 9/15/23	Thu 10/26/23	5					
70		Task 520: SEPA	120 days	Mon 10/23/23	Fri 4/5/24	15					
71		Task 530: Wetland Delineation	20 days	Mon 10/23/23	Fri 11/17/23	15					
72		Task 540: Preapplication Meeting and Support	15 days	Tue 3/19/24	Mon 4/8/24	64					
73		Task 550: DOH Engagement and Coordination	30 days	Tue 2/27/24	Mon 4/8/24	54					
74		Task 560: Outreach Materials	10 days	Tue 4/9/24	Mon 4/22/24	72					

Attachment B:
WS14 Proposed Schedule
Date: Mon 8/14/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

EXHIBIT B: Vancouver WS-14 PFAS Treatment Project

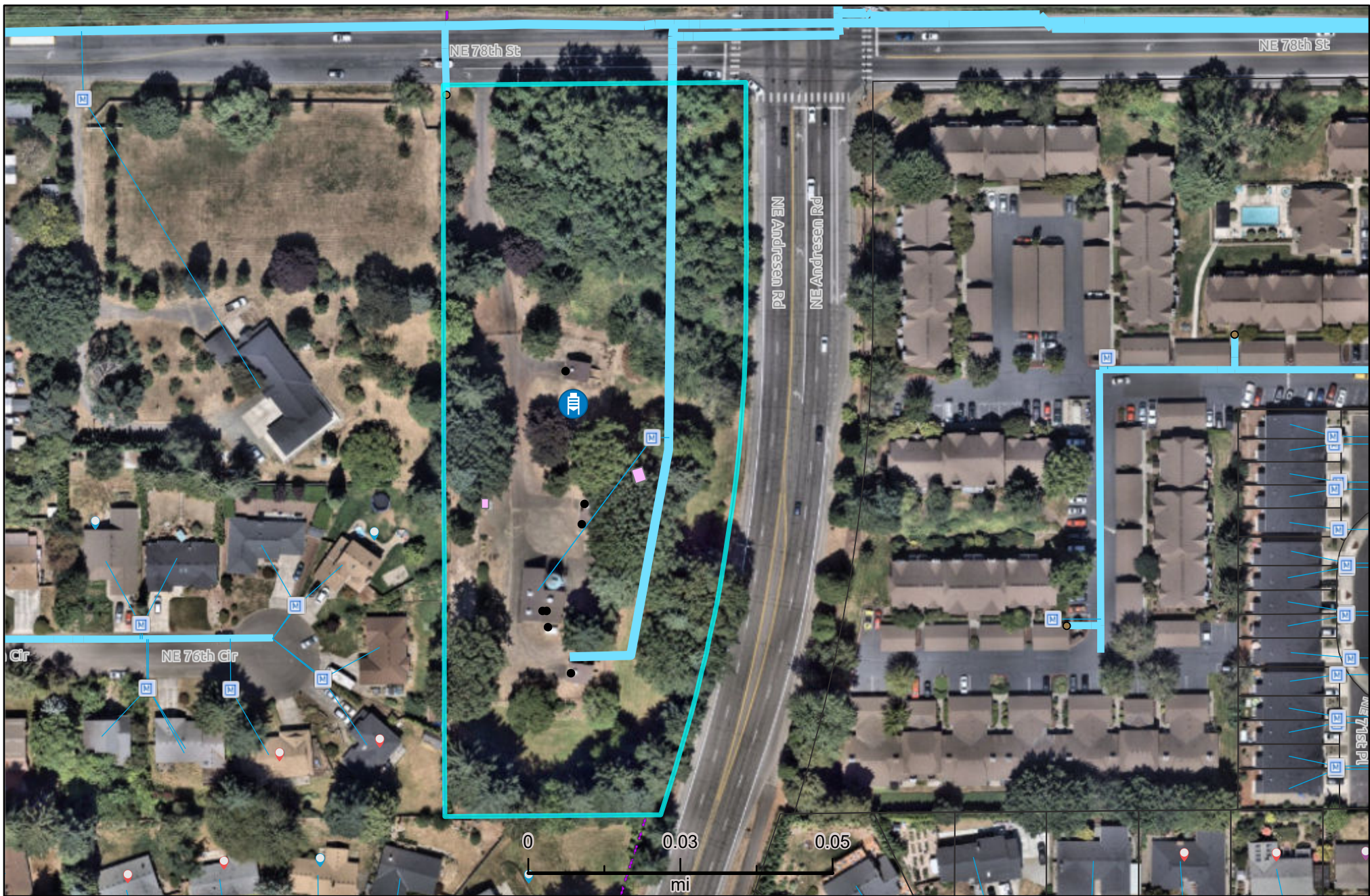
Brown and Caldwell
Budget

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EXHIBIT B: Vancouver WS-14 PFAS Treatment Project

Brown and Caldwell
Budget

		Tracy Eastman	Tyler Pearson	Pepe Vitelli	Tim Cain	Seema Chavan	Emily O'Morrow	Bill Agster	Dan Goodburn	David Shroyer	Holly Tichenor	Rachel Garrett	Ellen Milne	Wendy Pare	Steve Vasquez												
Phase	Task	Phase Description	BIM Manager Lead	BIM Support Lead	BIM Support Visuals	CAD Visuals Comp	SRF Support	SRF QA/QC	Senior Cost Estimator	Cost Estimator	Electrical Cost Estimator	Comms	Comms	Graphic Designer	Word Processing	Biller	Total Labor Hours	Total Labor Effort	Expenses	Architecture	Landscape Architecture	Geotech	SEPA/ Wetlands	Total Sub Cost	Total Expense Cost	Total Effort	
Phase 1																											
Project Management																											
100	110	Client Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	8	280	\$ 64,790	\$ 4,671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,671	\$ 68,500
	120	On-going PM														8	120	\$ 28,888	\$ 4,671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,671	
Site Assessment																											
200	210	Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42	\$ 8,178	\$ -	\$ -	\$ -	\$ 53,400	\$ -	\$ 53,400	\$ -	\$ 61,600	
	220	Geotechnical Investigation															22	\$ 4,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	230	Review Site Background Information															0	\$ -	\$ -	\$ -	\$ 53,400	\$ -	\$ 53,400	\$ -	\$ 61,600		
Alt Analysis and Conceptual Design																											
300	310	Site Tours	0	0	0	0	0	0	0	0	0	0	0	0	3	0	473	\$ 102,141	\$ 8,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,200	\$ 110,300	
	320	Pilot Data Review and Treatment Selection													2	76	116	\$ 19,594	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000		
	330	Alternatives Assessment													1	214	214	\$ 24,556	\$ 3,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100		
	340	Conceptual Layout														40	40	\$ 43,025	\$ 3,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100		
	350	Prepurchase Evaluation														27	40	\$ 8,285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Preliminary Design																											
400	410	Project Engineering Report	13	104	24	4	4	0	4	52	13	0	0	4	8	0	1,683	\$ 322,602	\$ 3,200	\$ 26,114	\$ 8,272	\$ -	\$ -	\$ 34,385	\$ 3,200	\$ 360,200	
	420	Preliminary Design Drawings and Specifications	6	86	24	4							4		8		185	\$ 33,346	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	430	Preliminary Design Submittal	3	16												127	127	\$ 222,176	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	440	Cost Estimating						4	4	52	13					81	81	\$ 20,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	450	Preliminary Design QA/QC	4	2												73	73	\$ 19,708	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
500	510	Permitting & Public Outreach	0	0	0	22	16	24	0	0	0	4	16	8	8	0	194	\$ 41,832	\$ -	\$ 11,456	\$ -	\$ -	\$ 28,817	\$ 40,273	\$ -	\$ 82,100	
	520	SRF Compliance					16	24							8		64	\$ 14,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	530	SEPA														6	6	\$ 1,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	540	Wetland Delineation														6	6	\$ 1,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	550	Preapplication Meeting and Support				16										66	66	\$ 12,148	\$ -	\$ -	\$ -	\$ 12,342	\$ -	\$ -	\$ -		
	560	DOH Engagement and Coordination														6	6	\$ 1,372	\$ -	\$ -	\$ -	\$ 16,476	\$ -	\$ -	\$ -		
	570	Outreach Materials Development				6						4	16	8			46	\$ 11,116	\$ -	\$ -	\$ -	\$ 5,003	\$ -	\$ -	\$ -		
800	801	Unanticipated Services																	\$ 35,000	\$ -	\$ -	\$ -	\$ 6,452	\$ -	\$ 35,000		
Phase 1 Unanticipated Services																											
PHASE 1 TOTAL			13	104	24	26	16	24	4	52	13	4	16	12	19	8	2,672	\$ 539,543	\$ 51,072	\$ 37,569	\$ 8,272	\$ 53,400	\$ 28,817	\$ 128,058	\$ 51,072	\$ 718,700	



Water Station 14 Aerial Map

Staff Report: 082-25

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Contract Amendment – Extension of Contract for Raymond E. Shaffer Community Park Development
- Contract #100771

Key Points

- Raymond E. Shaffer Community Park is a currently undeveloped 10-acre park in the Walnut Grove neighborhood.
- Parks, Recreation and Cultural Services Department contracted with Site Workshop Landscape Architecture in 2021 to develop a full site master plan for this site with robust community engagement.
- The master plan was developed and approved by the Parks and Recreation Commission. We are now at the stage of finalizing detailed design documents for initial construction.
- This contract amendment of \$80,885 would address needed improvements that were not anticipated as part of the original contract and support development of a Phase 2 plan to better position the project for grant awards.

Strategic Plan Alignment

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation

Raymond E. Shaffer is an undeveloped future community park. In 2021, Parks, Recreation and Cultural Services (PRCS) staff contracted with Site Workshop Landscape Architecture to begin a master planning process to develop this park for community use. A comprehensive, 2-year community engagement campaign informed the master plan design and phase 1 development plan. People participated in community engagement activities both online and in-person. Through this process, the master plan was refined to include: a large paved loop path with pedestrian lighting, fully inclusive play area, splash play area, sport courts, dog off-leash area, two restrooms, two picnic shelter areas, pavilion, soft-surface loop trail, bike pump track, nature play area, native planting areas, pollinator meadow, parking lot and frontage improvements.

Complete implementation of the master plan will happen in phases as funding becomes available. PRCS worked with the community to outline the first phase of development to include: frontage improvements and street lighting along NE 58th Street, large paved loop path with pedestrian lighting, dog off-leash area and a nature play area. The community broadly supported the master plan and Phase 1 development plan. The Parks and Recreation Advisory Commission reviewed and approved the master plan and phase 1 development plan on February 21, 2024.

There was community concern around the size of the proposed parking lot to serve a developed community park. PRCS worked closely with the City's Transportation and Community Development Departments to lessen those concerns by proposing to widen NE 58th Street along the park to

accommodate parallel parking including accessible spaces, and pulling the bike path and sidewalk into the park elevated from the road. These street improvements were presented to neighbors at the final open house and there was appreciation for the planned street improvements, including the sidewalk and bike lane components.

This contract amendment will address unforeseen issues were discovered related to putting underground utilities along NE 58th Street underground. Both frontage improvements and right-of-way power undergrounding require additional design services, but will make for a more attractive, functional and pedestrian-safe park frontage.

This contract amendment will also further develop plans for a future phase of the project that could include picnic shelters, uncovered picnic area, fully inclusive play area, large open lawn, pollinator meadow, parking lot and Portland Loo style restrooms. The proposed contract amendment would allow for completion of 30% design for this Phase 2 concept, which will better position us to compete for grants.

The original contract for Shaffer Community Park was awarded to Site Workshop Landscape Architecture in late 2021 after a competitive review process. The original amount was \$172,580 for initial master planning and community engagement. Following typical process, this contract was amended as we developed a better sense of the initial construction plan. This first amendment added \$279,622 to advance design and complete construction documents, permitting and construction administration for phase 1 improvements and resulted in a total contract amount of \$452,202 (date 6/17/2024). The current proposed contract amendment to address work described here is \$80,885 and would bring the total contact amount to \$533,087.

Advantage(s)

1. Expands recreation opportunities at the park.
2. Enhances the natural beauty of the site and expends on the existing natural resource assets.
3. Enhances accessibility and safety to and within the park.
4. Fills an existing park service area gap with a high level of service.

Challenge(s)

Requires increased maintenance support.

Budget Impact

Existing budget allocation to this project is sufficient to cover the increased contract amount.

Prior Council Review

- Contract award: December 15, 2021
- Amendment No 1: Approved June 17, 2024

Action Requested

On Monday, April 21, 2025, authorize the City Manager, or designee, to increase the authorized amount of the Professional Services Agreement with Site Workshop Landscape Architecture by \$80,885.

Staff Contact

David Perlick, Director of Parks, Recreation and Cultural Services, Roman Gutierrez, Park Developer 2, david.perlick@cityofvancouver.us, Roman.Gutierrez@cityofvancouver.us

Attachments:

1. Amendment No 2 Draft
2. Amendment No 1 Executed
3. Site Workshop Contract - Executed
4. Shaffer Community Park_Final Master Plan



**SERVICE AGREEMENT C-100771
AMENDMENT No. 2
RAYMOND SHAFFER COMMUNITY PARK DEVELOPMENT**

This Amendment amends the Professional Services Agreement number C-10771 by and between the City of Vancouver, hereinafter referred to as "City", and Site Workshop Landscape Architecture, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$80,885 to a revised authorized amount of \$533,087.
2. **Amend** the language contained in Section 1, Scope of Work, adding language in herein attached and by reference made part of the Contract.
 - Additional work and Task 8 to complete Phase 2.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Site Workshop Landscape Architecture

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

Roman Gutierrez
City of Vancouver Parks, Recreation & Cultural Services
414 W 6th St
Vancouver, WA 98660
Roman.Gutierrez@cityofvancouver.us

Re: Additional Service Request (ASR #1) Phases 1 and 2 Additional Scope

Dear Roman Gutierrez:

This ASR pertains to additional scope of work for both Phase 1 and Phase 2 improvements at Shaffer Community Park. There are three separate scope revisions, each outlined in their own section below. In total, this additional services request is \$80,885. This request is comprised of the following components:

Revision to Task 2 – Frontage Improvements

The original contract was scoped with a tight fee and schedule. This was based on 1) the understanding that the design developed during the Masterplan and Phase 1 scoping phase would need minimal revisions and 2) the owner's preference for construction to begin in 2025. However, in the course of the 30% design phase it became apparent that revisions and updates to assumptions were required to meet owner requests and project scope.

The original scope of work and fee proposal for this contract assumed that the ROW design coordinated during the Masterplan / Phase 1 scoping phase would not need significant revision during Phase 1. The assumption was based on the fact that the City had already vetted this design with Dept of Transportation. Because of this the design team submitted a streamlined fee proposal to accommodate the very fast schedule as requested by the owner. The contracted fee does not support significant modifications or iterative design studies for the ROW design.

During the Preapplication conference it became apparent that the ROW design would need significant revisions to both meet Transportation's requirements and achieve the City's goal of including on street parking at the park frontage. At owner request Site Workshop provided additional coordinated studies to support the exploration of multiple scenarios for ROW design. This additional scope occurred from October 2024-December 2024.

The City chose a preferred direction for ROW design that requires additional permit documentation in the form of a Technical Road Modification. The design team will provide design and permitting support for the required Technical Road Modification that will now be required for the LUP permit submittal at the end of 60% Design.

Assumptions and Exclusions

- Classification of road modification will not exceed the Technical Modification level.
- Traffic studies are excluded
- Utility extensions are excluded

Fee Request:

Task	Basis	Additional Fee	Landscape	Civil
Frontage Improvements	Lump Sum	\$15,155	\$8,426	\$6,729

Task 8 – Power Undergrounding

The current contract explicitly assumes that Clark Public Utilities will coordinate the undergrounding of frontage power with minimal input from this design team, and that the conversion would be complete prior to construction commencing on this project. After further coordination with CPU, it has become clear that this project will need to document and install the trenching, conduit and handholds required for the undergrounding, as well as coordinate this work with the telecom providers and CPU. This ASR requests a contract modification for unanticipated design coordination with CPU, management and documentation of design, and coordination with telecom providers, and additional CA required to complete the project.

Fee Request:

Task	Basis	Total Fee	Landscape	Electrical
Task 8 - Power Undergrounding	Lump Sum	\$9,100	\$2,500	\$6,600

Task 9 - Phase 2 30% Design

City of Vancouver Parks, Recreation and Cultural Services (The City) has requested Site Workshop to prepare a scope of work and fee proposal to provide additional design services for Phase 2 improvements at Shaffer Community park up to 30% design.

The Scope of improvements for Shaffer Community Park Phase 2 include the following elements:

- Parking Lot
- Circulation Paths
- South and North Entry Plazas
- Covered picnic shelter with enclosed storage room
- Shade structure picnic shelter
- Portland Loos (2)
- Inclusive Play Area
- Nature Play Area
- Pollinator habitat
- Earth mounds

Scope Team

Site Workshop will provide Landscape Architecture and Prime Consultant services and has assembled a team of Herrera Environmental (Civil), KCL (Electrical) and SHKS (Architecture) to provide their respective disciplines design services for this ASR.

Scope Schedule

At the City's request, 1 month of work was already performed on this task in December 2024. The remainder of this task will be completed after approval of this ASR and is anticipated to be scheduled for April-May 2025.

Deliverables

Provide design services sufficient to document Phase 2 scope to a 30% Design level for the disciplines of Landscape Architecture, Civil Engineering, Electrical Engineering, and Architecture.

- Drawings
- Cover Sheet
- Survey Sheet
- Existing Conditions Plan (showing Phase 1 improvements)
- Demolition Plan
- Existing Tree Schedule
- Existing Tree Plan
- Site Plan
- Site Sections
- Precedent Imagery
- Civil Site / Utility Plan
- Architectural Site Plan
- Building Plan
- Building Sections
- (1) Estimate of Probable Costs
- (1) Narrative of overall scope

Assumptions and Qualifications

- Phase 2 improvements will be substantially similar to those shown in the pdf titled "Phase 2 Graphic Labels.pdf" provided by Roman Gutierrez, project Manager for The City, and attached as Exhibit 'A' to this proposal.
- Topographic survey procured for the masterplan phase will be sufficient for this scope of work. Work shown in Phase 1 30% drawings will be assumed to be "existing conditions" for the purposes of Phase 2 drawings.
- The only Phase 2 work in the ROW will be drive cuts and associated impacts.
- All deliverables will be electronic. Printing of deliverables will be provided as requested and expensed separately from this fee.
- Drawings will be produced in AutoCAD .dwg format.

- The project will be delivered in a single, uninterrupted phase. Any significant delay may require additional services to restart work and account for ongoing management.

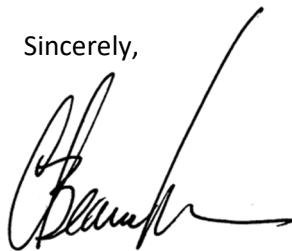
Exclusions

- All tasks associated with permitting and entitlement or preparing documents for permit are excluded.
- Topographic and boundary surveys.
- Presentations at public hearings (City Council) or formal review committees (PRAC).
- Public engagement activities including open houses and surveys.
- Physical models and professional illustrations.
- Cultural Resources and Archeology consultation.
- Off-site improvement excepting drive cuts.
- Research, design, and application in support of LEED, SITES or other “green” certifications.
- All work associated with hazardous waste or contaminated soil.
- Structural, geotechnical, and traffic.

Fee Request:

<u>Task</u>	<u>Basis</u>	<u>Total Fee</u>	<u>Landscape</u>	<u>Civil</u>	<u>Architecture</u>	<u>Electrical</u>
Task 9: Phase 2 - 30% Design	Lump Sum	\$56,630	\$28,090	\$11,765	\$8,525	\$8,250

Sincerely,



Clayton Beaudoin
Principal
Site Workshop



SERVICE AGREEMENT C-100771

AMENDMENT No. 1

RAYMOND SHAFFER COMMUNITY PARK DEVELOPMENT

This Agreement amends the Professional Services Agreement number C-100771 by and between the City of Vancouver, hereinafter referred to as "City", and Site Workshop Landscape Architecture, hereinafter referred to as "Contractor", for services offered.

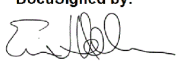
This amendment amends the original agreement as follows:

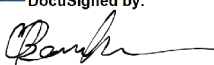
1. Increase the authorized amount of the Agreement by \$279,622 to a revised authorized amount of \$452,202.
2. **Amend** the language contained in Section 1, Scope of Work, adding language in herein attached and by reference made part of the Contract.
 - Adding Tasks 1-7, which are Phases 2-5 from contract.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Site Workshop Landscape Architecture

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

DocuSigned by:

F0C4103F0F8346B...
Signature

7/16/2024
Date

Clayton Beaudoin Principal
Printed Name /Title

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

6/18/2024
Date

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

Raymond E. Shaffer Community Park Phase 1
Landscape Architectural Services Proposal
April 24, 2024

Project Description

The following proposal outlines the scope of work for design services for improvements for the Raymond E. Shaffer Community Park Phase 1 Improvements. The property is owned and managed by the City of Vancouver. The scope of work for the Phase 1 project was identified in the Master Plan and Phase 1 Definition Phase of work completed in the first quarter of 2024. The scope of improvements for Phase 1 include the following elements of the masterplan:

- Removal of existing built elements
- Frontage improvements on NE 58th Street
- Connections to the storm and sewer mains
- Single phase power service connection
- Irrigation POC
- New circulation routes and refresh of existing paths
- Pedestrian lighting
- Picnic area
- Off-leash dog area
- Nature play area
- Site furnishings
- Lawn refresh

Project Area

The project site is located in north-central Vancouver, WA and is bound to the south by NE 58th Street. The north, west, and east edges directly abut residential properties. The property was previously used as a “hobby farm” and includes a small orchard with several fruit trees. A single-family home and associated facilities exist in the SW corner of the property have been removed.

Project Team

The project team will include the following sub-consultants: Herrera (Civil), Geotechnics (Geotechnical), and KCL Engineering (Electrical).

Project Schedule

Assume NTP May 1st, 2024

• 30% Design (1.5 month)	May 1 – June 15, 2024
• 60% Design / Permit (2.5 months)	June 15 – Aug 31, 2024
• 90% Design / Permit Resubmittal (5 months)	Sept 1 – Jan 31, 2025
• 100% Design / Bid Document (0.5 months)	May 1 – May 15, 2025
• Bidding & Contracting (2 months)	May 16 – July 15, 2025
• Construction Administration & Close Out (6 months)	July 16 – Jan 15, 2026

Project Budget and MACC

The total project budget for the construction of the approved Master Plan is approximately \$8,000,000. Phase 1 project will carry a Maximum Allowable Construction Cost (MACC) of approximately \$1,200,000.

Assumptions and Qualifications

- Construction project delivery will be design-bid-build.
- Topographic survey procured for the masterplan phase will be sufficient for Phase 1. Recent updates to utilities will be provided by the City.
- The project is funded by local money and does not include any special stipulations or reporting as sometimes required by projected funded with State or Federal money.
- PUD will coordinate work on undergrounding frontage power lines and this work will be complete prior to start of construction. Involvement from the design team will be minimal.

Raymond E. Shaffer Community Park Phase 1

Landscape Architectural Services Proposal

April 24, 2024

- There will be no onsite parking.
- All deliverables will be electronic. Printing of deliverables will be provided as requested and expensed separately from this fee.
- Drawings will be produced in AutoCAD .dwg format.
- Site Workshop's team will provide permit research and assistance for City of Vancouver Type 2 Land Development Review including LUP and ENG permits. As part of these permits the team will need to submit the below components, to be verified at preapplication meeting:
 - SEPA checklist
 - Clark County Public Health Project Review Evaluation Letter
 - Type 1 non-residential planning and fire reviews
 - Type 2 stormwater and transportation reviews
 - Preliminary and final stormwater reports
 - Stormwater pollution prevention plan
 - Technical road modification
 - Grading plan and erosion control measures
 - Level 5 tree plan review
- Traffic report from Masterplan Phase will be sufficient for permitting and designing future phases. No further traffic or parking study will be required.
- Archaeological pre-determination report will not need to be produced during this phase.
- The project will be delivered in a single, uninterrupted phase. Any significant delay may require additional services to restart work and account for ongoing management.

Exclusions

- Topographic and boundary surveys.
- Structural engineering.
- Arborist services.
- Presentations at public hearings (City Council) or formal review committees (PRAC).
- Public engagement activities including open houses and surveys.
- Physical models and professional illustrations.
- Cultural Resources and Archeology consultation.
- Off-site improvements including utility and transportation upgrades not on the site or street frontage are excluded.
- Transition of overhead distribution or transmission utilities to underground along property line.
- Research, design, and application in support of LEED, SITES or other "green" certifications.
- All work associated with hazardous waste or contaminated soil is excluded.
- Plan processing or cost of permits and fees.
- Work for phase 2 improvements beyond the scope of phase 1.
- Traffic studies.

Scope of Work – Basic Services

Task 1.0 – 30% Design

This task of work will create a drafted site plan, based on the illustrative phase 1 master plan, and incorporating all subconsultant scopes. This will be the city's first chance to comment on dimensioned drawings.

- Synthesize illustrative phase 1 plan into a drafted site plan.
- Civil and Electrical site diagrams and narratives including analysis of stormwater, utility, and permit impacts of improvements.
- Geotechnical report.
- A single estimate of probable costs for preferred site plan.
- Site visit.
- Permit preapplication submittal and conference.

Raymond E. Shaffer Community Park Phase 1

Landscape Architectural Services Proposal

April 24, 2024

Task 2.0 – 60% Design / Permit

Preparation of a Design Development package including drawings, outline specs, and cost estimate in sufficient detail to describe all aspects of the proposed development. Documents to be used for permitting and application to be submitted by design team.

- Drawings
 - Demolition plan
 - Existing tree plan
 - Erosion control plan
 - Storm drainage plan
 - Utility plan
 - Material plan
 - Grading plan
 - Elevations and details
 - Irrigation criteria and system design narratives
 - Preliminary planting plan
 - Electrical and lighting plan
- Permit Documentation (in addition to drawings listed above)
 - Application
 - Narrative
 - Public Health Evaluation Letter
 - SEPA Checklist
 - Stormwater report
 - Geotechnical report
 - Technical road modification request
- Outline specifications.
- Updated cost estimate.
- Site visit.

Task 3.0 – 90% Design / Permit Resubmittal

Preparation of document package (90% Design) including drawings, specifications, and cost estimate in sufficient detail to construct all aspects of the proposed development. Documents to be used for permitting and as draft bid documents.

Drawings

- Title sheet and notes
- Construction staging plan
- Demolition plan
- Existing tree plan
- Erosion control plan and details
- Storm drainage plan, profile, and details
- Utility plan
- Material plan
- Grading plan
- Construction details
- Irrigation plan and details
- Soils plan
- Planting plan and details
- Electrical and lighting plan and details
- Specifications.
- Updated cost estimate.
- Site visit.

Task 4.0 –100% Design / Bid Documents

Raymond E. Shaffer Community Park Phase 1
Landscape Architectural Services Proposal
April 24, 2024

Final revisions to Permit and Bid Documents for purpose advertisement in public bid environment. Assist Client in preparation of support documents reflective of the project MACC and other budget considerations. Coordinate with City of Vancouver on Front End (Division 0 & 1) specifications.

- Bid Package
 - Drawings
 - Specifications
 - Bid manual
 - Engineers estimate of probable cost

Task 5.0 – Bidding

Assist City in answering questions from bidders and issuing addenda as required. Attend pre-bid conference. Review bids and provide comment to City of Vancouver.

- Addendums
- Pre-bid conference

Task 6.0 – Construction Administration

Administration of construction including weekly meetings. Management and review of built work will be led by the City of Vancouver project engineer.

- Facilitate weekly OAC meetings online.
- Monthly site visits by Site Workshop.
- (4) Site visits by civil engineer during ROW construction.
- Site visits by electrical engineer to review electrical scope as required.
- Shop drawing and product submittal review
- RFI responses
- Modification proposals
- Change orders

Task 7.0 – Project Closeout

Assist in determining substantial and final approval of the project, including a joint final inspection with Client.

- Joint final inspection
- Prepare final punch list
- Back punch review.
- Record drawings in AutoCAD and PDF format.
- O&M & Warranty review with City of Vancouver

Fee Summary

Site Workshop will contract directly with Client for the following proposed services:

Phase	Basis	Total Fee	Landscape	Civil	Elec	Geotech
Phase 1	Lump Sum					
Task 1: 30% Design		\$53,414	\$12,900	\$18,112	\$5,313	\$17,089
Task 2: 60% Design / Permit		\$75,742	\$26,060	\$33,941	\$9,702	\$6,039
Task 3: 90% Design / Permit Resubmittal		\$71,969	\$38,780	\$27,975	\$3,927	\$1,287
Task 4: 100% Design / Bid Documents		\$8,347	\$1,200	\$6,455	\$693	-
Task 5: Bidding		\$6,868	\$1,120	\$5,055	\$693	-
Task 6: Construction Administration		\$50,049	\$21,520	\$19,129	\$4,158	\$5,242
Task 7: Project Closeout		\$10,683	\$3,360	\$5,244	\$2,079	-
Subtotal		\$277,072	\$104,940	\$115,910	\$26,565	\$29,657
Expenses		\$2,550				

Raymond E. Shaffer Community Park Phase 1
Landscape Architectural Services Proposal
April 24, 2024

Total **\$279,622**

Additional Services
The following additional services are estimates only and depend on the final scope to be contracted:

<u>Task</u>	<u>Basis</u>	<u>Fee</u>
Portland Loo Design and Permitting	Estimate	\$3,000
Total		\$3,000

HOURLY RATE SCHEDULE	
<u>Personnel</u>	<u>Hourly Rate</u>
Principal	\$180-240
Project Manager / Landscape Architect	\$140-180
Horticultural Consulting	\$180
Designer / Technical Support / Admin	\$110-140



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-100771**

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Site Workshop Landscape Architecture (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 27-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below or in the scope of work identified in Attachment "A", and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

All work must be authorized and approved by the City’s Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$ 172,580.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and 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, the 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. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

3. **PAYMENT FOR CONTRACTOR SERVICES:** 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 thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth herein:

Phase	Basis	Fee
Master Plan/Phase 1 Definition	Lump Sum	\$160,270.00
Task 1: Survey		\$ 15,750
Task 2: Geotechnical Consultation		\$ 5,750
Task 3: Tree Survey		\$ 11,470
Task 4: Traffic & Parking Support		\$ 5,500
Task 5: Project Initiation		\$ 23,130
Task 6: Program Definition		\$ 23,410
Task 7: Master Plan		\$ 75,260
Subtotal		\$160,270

Expenses	\$ 12,310
Total	\$172,580.00

Hourly Rate Schedule

Personnel	Hourly Rate
Principal	\$150.00
Project Manager/Landscape Architect	\$120.00
Horticultural Support	\$110.00
Technical/Admin	\$ 95.00

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.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on December 15, 2021 and continue until December 14, 2026. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **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; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

- 8. DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this 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 the Contractor and the 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 the City.
- 9. 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 the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
- 10. TERMINATION FOR PUBLIC 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 Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

- 11. TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- 12. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 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 the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. LIABILITY AND HOLD HARMLESS:** The 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 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.
- 16. INSURANCE:** The 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.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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	
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	\$1,000,000
IV. Professional Liability	
Policy shall include coverage 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	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO 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.

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. 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.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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.

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

17. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Clayton Beaudoin, PLA
Site Workshop Landscape Architecture
3800 Woodland Park Ave N, Ste 200
Seattle, WA 98103
Email: claytonb@siteworkshop.net

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

18. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

- 19. 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.
- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. 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. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 22. 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 incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City 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.
- 23. 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.
- 24. 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, State or local department or agency.

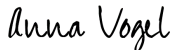
25. NONDISCRIMINATION: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status,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

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



7C05B7FF675649B...

Anna Vogel, Procurement Manager

12/9/2021

Date

Attest:

DocuSigned by:



BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



261B190A339644B...

Taylor Hallvik, Assistant City Attorney

CONTRACTOR:

Site Workshop Landscape Architecture

DocuSigned by:



F0C4T03F0F8346B...

Signature

Clayton Beaudoin

Principal

Printed Name /Title

12/6/2021

Date

Attachment A

Scope of Work

PHASE 1 – MASTER PLAN

The initial scope will be limited to development of the Master Plan and defining the scope for Phase 1 improvements which will create the basis for a scope update and associated contract amendment to continue work. Six distinct tasks are described below to create flexibility; however, the actual work is effectively three parts: information gathering, program definition, and design.

Each part includes various engagement activities intended to facilitate broad project support from the community, neighbors and city staff.

Tasks of Work / Deliverables:

1. Survey
 - Provide supplemental survey for the project site topographic survey including required tree information like spot elevations, DBH and extent of canopy. Coordinate with Task 3 below.
 - Deliverables: Signed hard copy and PDF plans, surveyed data and mapping in CAD / Civil 3D.
2. Geotechnical Consultation
 - Initial desktop site assessment to identify any red flags or obvious opportunities based on existing information.
 - Site reconnaissance including small scale, shallow hand explorations to verify mapped conditions.
 - As an additional service, provide targeted investigation engineering support to determine soil suitability for stormwater infiltration and structural bearing capacity once facility locations have been determined.
 - Deliverables: Desktop memo and initial site impressions for Master Plan.
3. Tree Survey
 - Evaluate and document all existing trees on site, including “orchard” trees.
 - Provide additional evaluation as required by regulatory agencies. Coordinate with Task 1 above.
 - Deliverables: Tree Report and content coordinated with surveyor
4. Traffic and Parking Support
 - Background information review and associated context memo for planning purposes.
 - Provide consultation during master planning effort for parking lot size, driveway locations, etc.
 - Deliverables: Parking Demand Profile report (traffic report to be evaluated later).
5. Project Initiation
 - Contracting and Project Set-up

- Review of existing conditions (including an updated survey and a single site visit), documents, data gap analysis, reports.
- Site analysis and associated documentation, including initial tree assessment.
- Kickoff workshop with staff.
- Client meetings
- Design team meetings
- Project management
- Deliverables: Survey update, data gap analysis / summary memo, site analysis workshop graphics, and combined base files. All deliverables will be in electronic format only.

6. Program Development

- Public Engagement(s) #1: project overview and idea generation presented in a variety of ways
- Stakeholder Workshop(s): targeted interactions with specialty stakeholders as necessary (school, community organizations, maintenance staff, etc)
- Client meetings
- Design team meetings
- Project management
- Deliverables: Workshop graphic materials, meeting notes and summary, etc.

7. Master Planning / Design

- Site Planning: develop multiple options to test preferences and priorities, including precedent imagery and graphics to support ideas. Includes building program, access and parking layout, etc.
- Public Engagement(s): share options via in-person and/or online presentations and open house, consider a “party in the park.” Engagement includes evaluation of effectiveness and pivot as necessary.
- Synthesize options to a single plan
- Public Engagement(s): share synthesized plan via in-person and/or online presentations and open house, consider a “party in the park.” Engagement includes evaluation of effectiveness and pivot as necessary.
- Final Master Plan
 - Site plan(s), sections, elevations, sketches to convey general program elements, layout, etc.
 - Final building program, siting, etc.
 - Civil Site Design strategy/diagrams
 - Power and Telecommunications utility distribution/Lighting strategy/diagrams
 - Playground concept and scale
 - Phasing plan with Phase 1 Park Improvements identified
- Client meetings
- Design team meetings
- Project management
- Estimate of probable costs for full Master Plan and Phase 1 Park Improvements.

- Deliverables: Design drawings and narrative, presentation materials as outlined above, estimate of probable costs, geotechnical design memo, and phasing plan. Concise final report document for Council approval. All deliverables will be provided in electronic format only.

Assumptions and Qualifications

- The Master Plan will be produced in one continuous effort through the completion of Phase 1 Definition. Pauses or project holds may result in additional services.
- Phase 1 final design, documentation and construction to be contracted as Additional Services in a future contract amendment. Decisions made as a result of the Master Plan will inform the scope and level of effort for the Phase 1 final design, permitting and construction.
- Ultimate construction project delivery will be design-bid-build.
- Topographic survey will be provided by Design Team under this contract. Additional records and other knowledge of existing conditions – especially of utilities – to be provided by Client.
- The existing single-family home and associated structures including septic drain field and tank will be removed prior to project start. Survey will occur after demolition.
- The project is funded by local money and does not include any special stipulations or reporting as sometimes required by projected funded with State or Federal money.
- Public engagement will be managed by Client with support by Site Workshop as described below.
 - (3) In-Person engagement activities including site tours, public meetings/workshops, etc.
 - Assist with graphic design and production of outreach materials. Printing and hard materials by others.
 - Up to (5) online stakeholder workshops with groups like schools, churches, maintenance staff, stewards/neighbors, etc.
 - Support for creation and maintenance of online input tools such as those provided by the Client's "Bang the Table" service.
- Geotechnical investigation, design and reporting for building foundations and infiltration testing are included.
- Improvements to the ROW will be required, including overhead utilities along the property line
- A full tree evaluation and arborist report is included and will be coordinated with survey.
- Master Plan final report will include a simple executive summary and collection of previously created materials. Minimal new content will be required for the final report.
- All deliverables will be electronic. Printing of deliverables will be provided as requested and expensed separately from this fee.
- Drawings will be produced in AutoCAD .dwg format.

Exclusions

- Presentations at public hearings (City Council) or formal review committees (PRAC) not listed here or as an additional service.
- Physical models and professional illustrations are excluded except as additional service.

- Cultural Resources and Archeology consultation are excluded.
- Off-site improvements including utility and transportation upgrades not on the site or street frontage are excluded.
- Transition of overhead distribution or transmission utilities to underground, along property line.
- Research, design, and application in support of LEED, SITES or other “green” certifications.
- All permit submittals will be provided with a future contract amendment and are excluded from this scope.
- All work associated with hazardous waste or contaminated soil is excluded.
- Plan processing or cost of permits and fees.

FUTURE TASKS

The following tasks may be added a future date following completion of Task 1. It is anticipated that an amendment will be issued that will include defined specific scope and budget for task as necessary:

- Phase 2 – Design Development
- Phase 3 – Construction Documents
- Phase 3 – Bidding and Contracting
- Phase 4 – Contract Administration
- Phase 5 – Project Closeout

MASTER PLAN



A Paved Walking Loop with Street Connections and Benches



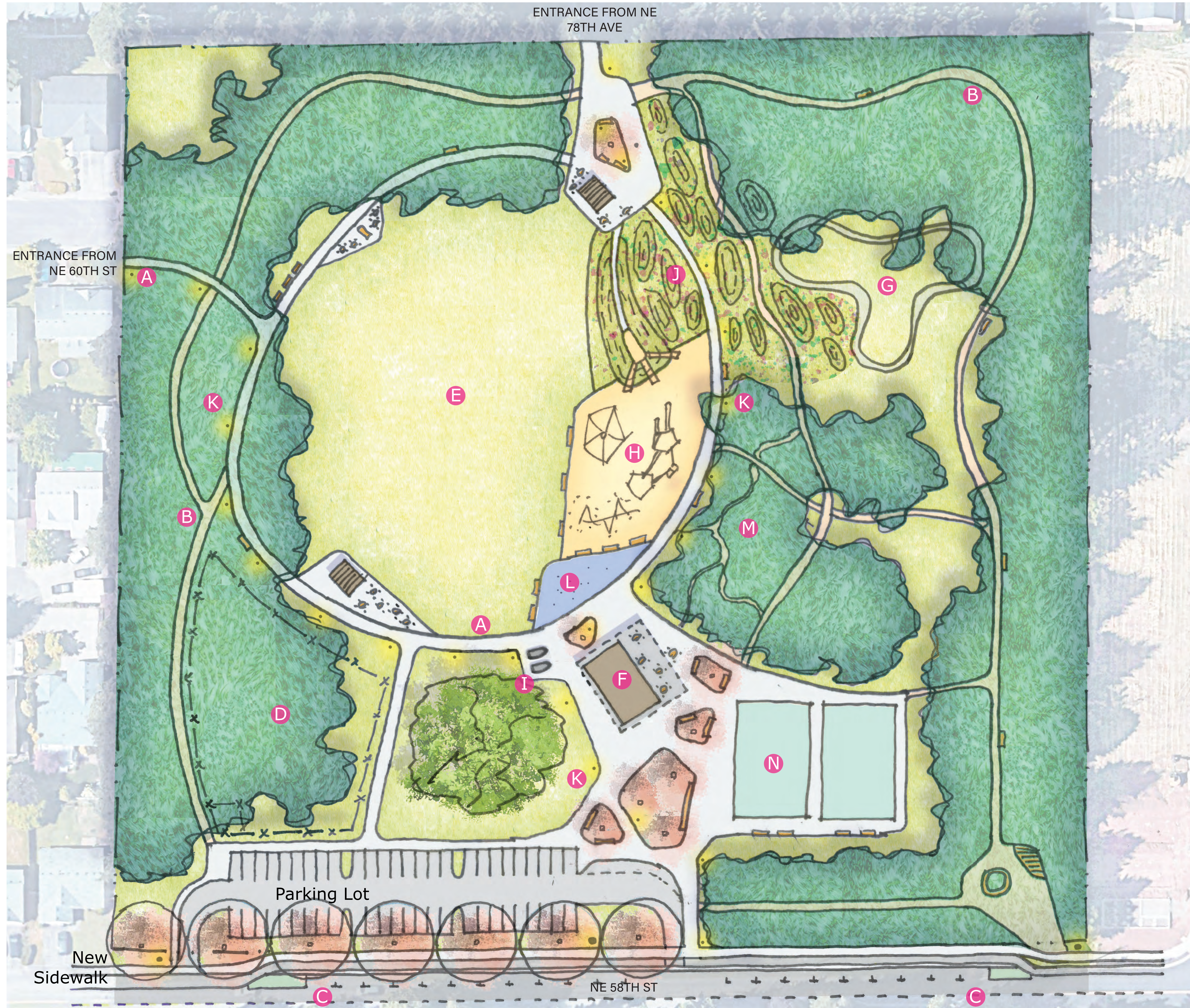
B Crushed Rock Path and Benches



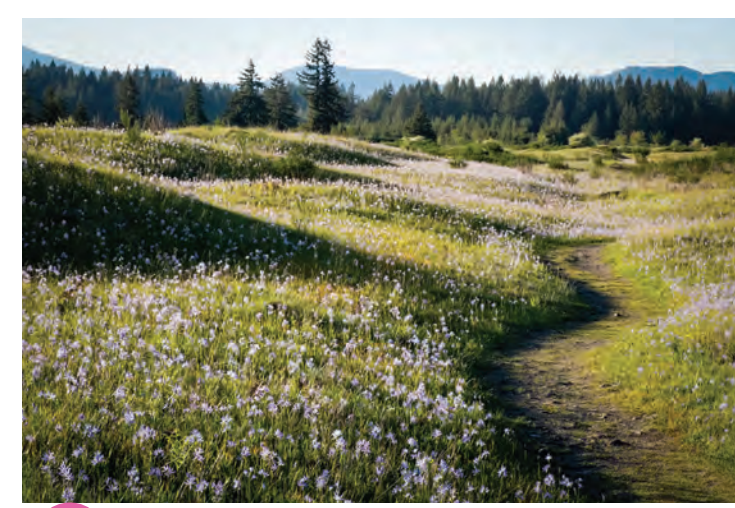
C Street Parking, Curb, Bike Lane, Sidewalk, Street Lights and Stormwater Planters



D Fenced Off-Leash Dog Area



I Restrooms



J Meadow Mounds



K Path Lighting



L Water Play



M Forest Play



N Sport Courts



E Event Lawn



F Pavilion



G Bicycle Pump Track



H Accessible Playground

Staff Report: 083-25

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Collective Bargaining Agreement with the Joint Labor Coalition(JLC) Consisting of Teamsters, Local #58, IAM District Lodge #W24, Plumbers & Steamfitters UA Local #290

Key Points

- Two-year collective bargaining agreement effective January 1, 2025 to December 31, 2026.
- Updated salary table with classification adjusted based on market study with rates of pay for 2025 adjusted by 3% upon ratification and by 3% in 2026, for all covered classifications, including a one-time ratification incentive of \$400.
- Changes to health care contribution, shift differential, pager/cell phone pay, boot/tool allowance, safety glasses, and increase in additional certification pay to align with inflationary increases and support the effectiveness of operations.
- Added clarification language around eligibility for leave and holiday benefits and changes to job posting restrictions, allowing the City to review both internal and external candidates if there are fewer than two internal applicants.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

The labor agreement between the City and the JLC bargaining unit expired on December 31, 2024. The parties were able to work through a collaborative process and consensual decision-making on many of the provisions for a new two-year agreement. The new labor agreement was recently ratified by the JLC members and is now being brought to Council for approval.

Advantage(s)

If ratified, the City and bargaining unit will have a collective bargaining agreement and will be operating under an agreement that meets the business needs of both parties.

Challenge(s)

There are no known challenges to ratifying.

Budget Impact

The City of Vancouver Biennial Budget contains funding for the increases included in the collective bargaining agreement with the JLC. Sufficient budget is included in the City's 2025-2026 Biennial Budget.

Prior Council Review

Action Requested

On Monday, April 21, 2025, authorize the City Manager, or designee, to sign the January 1, 2025, to December 31, 2026, Collective Bargaining Agreement with the Joint Labor Coalition by executing the same.

Staff Contact

Lee Lofton, Deputy Human Resources Director, lee.lofton@cityofvancouver.us

Attachments:

1. January 1, 2025 to December 31, 2026 Track Changes CBA with JLC
2. January 1, 2025 to December 31, 2026 Clean CBA with JLC

Agreement
by and between
City of Vancouver
and
Joint Labor Coalition

Teamsters, Local #58
IAM, District Lodge #W24
Plumbers & Steamfitters, Local #290

January 1, ~~2022~~2025 – December 31, ~~2024~~2026

Joint Labor Coalition Contract

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Joint Labor Coalition Master Agreement

This agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Joint Labor Coalition, comprised of those local Unions and associations affiliated with national Unions and associations described herein and hereinafter referred to as the Coalition or the Union for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized the Coalition as the exclusive collective bargaining representative.

1. Recognition and Bargaining Unit

- 1.1 The Employer hereby recognizes the Unions listed below as the exclusive bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular half-time employees employed within the bargaining unit of this agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, professional, temporary, seasonal and part-time workers or employees.
 - 1.1.1 All employees of the Grounds Maintenance Division of the Operations Center of the Public Works Department, as indicated on Appendix A to the master agreement, represented by Local #58, International Brotherhood of Teamsters, hereinafter referred to as the Union.
 - 1.1.2 All employees of the Equipment Services Division of the Public Works Department, including the Vancouver Fire Shop Personnel, as indicated on Appendix A to the master agreement, represented by District Lodge, #W24, International Association of Machinists, hereinafter referred to as the Union.
 - 1.1.3 All employees of Development Review Division (DRD) as indicated on Appendix A to the master agreement, represented by the Plumbers and Steamfitters, Local #290, hereinafter referred to as the Union.
 - 1.1.4 Seniority – At the date of ratification of the contract by all signatories to this Agreement, City seniority and bargaining unit seniority are of equal value, except for purposes of layoff and bumping as provided for in Article 26.
 - 1.1.5 The classifications of employees covered by this agreement are set forth in Appendix A which is attached hereto and made a part of this agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.
 - 1.1.6 In instances where contract language is in conflict with addenda, the addenda takes precedence over the Master Agreement.

2. Nondiscrimination

- 2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active military duty or employees who have been honorably discharged, or any other criteria established by state or federal statutes, rules or regulations.
- 2.2 Whenever words denoting the masculine gender are used in this agreement, they are intended to apply equally to either gender.
- 2.3 There shall be no discrimination or harassment exercised against any employee covered by this agreement because of his or her membership or Union activities.

3. Rights of Management

- 3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the workforce, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:
 - 3.1.1 To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;
 - 3.1.2 To determine the number of employees to be employed;
 - 3.1.3 To hire employees, determine their qualifications and assign and direct their work;
 - 3.1.4 To evaluate employees' performance;
 - 3.1.5 To set the standards of productivity, and the services to be provided;
 - 3.1.6 To control and regulate the use of facilities, equipment, and other property of the Employer;
 - 3.1.7 To determine the number, location and operation of departments, divisions, and all other units of the Employer;
 - 3.1.8 Determine the methods, processes and means of providing municipal services;
 - 3.1.9 Appoint and/or lateral transfer the assignment of employees to specific jobs within their job classification or title.
- 3.2 The Employer has the right to introduce any and all new, improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining

unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This article recognizes an employee's right to use the grievance procedures set forth in Article 21 below.

4. Union Security

4.1 The terms and conditions of this agreement in regard to Union security are as follows:

- 4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.2 Any bargaining unit employee, as defined in Article 1.1 of this Agreement, who does not want to become a member of the Union, has the option to pay fees in an amount equal to Union dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.3 Those employees of the Employer as defined in 1.1 to this agreement, who do not elect to become a member of the Union and pay Union dues; or who do not pay fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.
- 4.1.4 The Union agrees to provide the Employer with Union dues deduction assignment forms for each employee who desires to pay their Union dues and initiation fees by payroll deduction. The Employer will deduct such dues from the wages of the employees and forward them to the Union each month.
- 4.1.5 In the event an employee covered by the bargaining unit notifies the Employer that the employee no longer elects to have dues or fees deducted from their pay, the Employer shall notify the Union of the notification within five (5) working days.
- 4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within ~~the first thirtytwo-one~~ (3021) business days of employment:

- a. If the information is available, the City will provide By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated in an editable format during the previous month within twenty-one (21) Business days. Such listing shall contain: the names of the employees, along with their job classification, and department.
 - i. The employee's name and date of hire

~~i. Employees cellular, home and work telephone numbers; work and personal email address; home/ mailing address~~

~~ii.~~

~~ii. Employee's job title, salary and work site location~~

~~iii.~~

- b. ~~Twice each year, and upon request by a Coalition union, the Employer shall provide, within 14 calendar days of the request~~At least every one-hundred twenty (120) business days, the Employer will provide, a list of all bargaining unit members, including information listed in Article 4.1.6a and their department/section, classification, base pay, fulltime/part-time status and city seniority date. If specifically requested, the Employer will also provide the classification seniority for employees in the bargaining unit classifications requested. The process for calculating classification seniority is manual, and if such a request is made, the Employer will work with the union(s) to provide the information within a timeframe that is acceptable to both parties.
- c. ~~Twice each year and upon request by the union, the employer shall provide, within 14 calendar days of the request, a listing of all non-represented employees, their classification and department.~~

4.1.7 The Union shall defend, indemnify and hold harmless the City and its officials, representatives and agents against any and all claims, suits orders, judgments, or liability arising from this Article.

5. Union Representatives and Union Activity

- 5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.
- 5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.
- 5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during working hours, other than as follows:
1. Union representatives are allowed access to new employees at an agreed upon time by the City and Union, for purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
 2. Union representatives shall have access to new employees once for new employee orientation for no more than 30 minutes; and

3. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.

The Employer agrees not to discriminate against any member of the Union for his or her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this agreement.

- 5.4 Employee officers of the Union or stewards shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City. For the purposes of attendance at the bargaining table, including individual union addendum bargaining sessions, not more than two (2) on duty employees per Union will be present. The Plumbers and Steamfitters, Local 290 agree that they will have one (1) paid City employee at the bargaining table.
 - 5.4.1 Employee Union representatives shall request permission from their immediate manager for time away from their work assignment. Such request shall be granted provided the time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet accordingly.
 - 5.4.2 Employee Union representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.
- 5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.
- 5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.
- 5.7 Use of City telephones or computers related to Union business
 - a. City telephones or computers is allowed subject to the following:
 1. When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
 2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
 3. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.

- b. The uses cited in “5.7 (a) may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

6. Strikes, Work Stoppages and Work Slowdowns

- 6.1 The Employer and the Union’s signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the city institute a lockout.
- 6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

7. Identification of Jobs

- 7.1 Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this agreement.
- 7.2 The Employer shall have the sole responsibility for making work assignments. In the event of conflicting assignments from management representatives, the employee shall have the right to seek clarification from the directing management representative. The employee shall not be disciplined for following management directives.
- 7.3 When there is a change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct the classification review for the purpose of determining the appropriate job classification for the revised job. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, the employee shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his or her current range and continue to receive any step increases that are due.

- 7.4 The salary range for the new classification shall be established following Employer procedures so that the salary of the new class is competitive. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice, the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer shall negotiate with the Union with regard to establishment of an equitable salary range for the new job class. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set forth in 21.3 of this agreement. The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.
- 7.5 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union coalition.
- 7.6 During the life of this agreement, should the City perform a market study on wages, if any classification is above 105% or fall below 90% of the market rate, the parties agree to meet and confer on those classifications.

The City of Vancouver agrees to conduct a market study in 2020 of all positions in the Joint Labor Coalition, and will provide employees the opportunity to participate in the update of their job description.

8. Posting of Jobs

- 8.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the city before hiring new employees, providing the employees who apply have the required qualifications for the particular job.
- 8.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by employment policies in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for seven (7) regularly scheduled working days and shall be posted in each reporting duty station subject to this Agreement where employee access to Employer provided computer systems and its internet network is not made available.

The employment list may be effective up to six months. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

- 8.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

8.3.1 All applications will be collected directly by the Human Resources Department.

8.3.2 The Employer shall first view internal applications.

8.3.3 When the City receives two (2) or more internal applicants (per opening) who meet the minimum qualifications and staffing needs based on the job announcement, the recruitment shall be restricted to internal candidates.

8.3.4 If the Employer determines that there are less than two (2) internal applicants per opening, at any point in the process, who meet the qualifications and staffing needs as stated on the job announcement, no internal candidates meet the qualifications or staffing need as stated on the job announcement, the Employer may consider the internal and external applicants in its recruitment process simultaneously.

9. Probation

- 9.1 A newly hired or rehired employee is subject to a six (6) month probationary period. The probationary period for new employees may be extended, with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

- 9.2 Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion and voluntary demotion may be extended, with notification to the Union, to a maximum of six (6) additional months.

In the event an employee does not successfully complete a promotion/voluntary demotion probationary period, the employee will be assigned to the employee's original position (if available or vacant) or to another vacant position for which the employee is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

- 9.3 An employee who is transferred into a job within the same classification or accepts a lateral transfer into a different classification may serve a six (6) month probationary period as set forth in this section, if the job is significantly different than their previous job. In the event an

employee does not successfully complete a transfer probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which the employee is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position or another available vacant position for which the employee is qualified is not available, the employee will be placed on a reinstatement list for their original position or same classification for a maximum of thirty-six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

- 9.4 Nothing in this Article shall restrict an employee's entitlement to applicable provisions impacting wages and benefits.

10. Work Week, Hours of Work, Shifts

- 10.1 The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.

10.2 Work Schedule

The normal assigned work schedule shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule. Other work schedules may be determined by mutual agreement of the Union and the Employer.

10.3 Work Shift

Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to call-back pay provisions of 11.4 of this agreement.

- 10.3.1 An emergency is defined as a natural event or unexpected circumstance which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

- 10.3.2 Normal shift starting times shall begin within the following time frames:

First shift - 7:00 p.m. to 4:59 a.m. (graveyard)

Second shift - 5:00 a.m. to 11:59 a.m. (day shift)

Third shift - 12:00 noon to 6:59 p.m. (swing shift)

Regular assignments to openings on shifts will be made based on seniority when the employee meets the qualifications of the new shift and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty days. If the most senior employees decline then a less senior employee may be assigned.

10.4 Rest Periods

Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20 minute paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon their return to the work site.

11. Rates of Pay

11.1 Wages

All bargaining Unit wages will be set as outlined in Appendix “A” to this agreement. Salary adjustments shall be calculated from step 1 of range 1.

Upon ratification of the ~~2022~~2025-~~2024~~2026 contract, employees who were active Joint Labor Coalition members and eligible to vote on the ratification of the ~~2022~~2025-~~2024~~2026 Joint Labor Coalition collective bargaining agreement will receive a one-time payment of \$~~900~~400.00 (gross), prorated based on FTE status (e.g. a 0.5 FTE will receive \$~~450~~200).

Effective ~~January 1, 2022~~upon ratification

Salary schedule will be adjusted by ~~four and seventy-five hundredths~~three percent (~~4.75~~3%)

Effective January 1, ~~2023~~2026

The ~~2022-2025~~2026 salary schedules for covered classification wages shall be adjusted by three percent (43%).

~~Effective January 1, 2024~~

~~The 2023 salary schedules for covered classification wages shall be adjusted by 4%.~~

11.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

11.2 Salary Step Plan

Employees receive a “meets” or “exceeds expectations” on their annual performance review will move through the defined salary steps on an annual basis, based on adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month the pay adjustment would be on the first (1st) day of the current month. If an employee is hired

between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month. If an employee receives a “needs improvement” their annual step increase may be delayed for up to 120 days.

11.2.1 Promoted Employees

At the time of promotion, employees will move to the step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

11.2.2 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

11.2.3 Laterally Transferred Employees

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

11.2.4 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as CDL) at a lower level, and then give them the time to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. An example is the Grounds Maintenance Specialist I/II classification. At the time the position is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from that date and annually thereafter up to the top of the new range.

- 11.3 The hourly rate of the employee will be their monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

11.4 *Callback Pay*

Employees who have completed their regular shift, are on the way home, or at home, and are required to work other than a continuation of their shift, shall be paid at double their base rate of pay for hours worked. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

11.4.1 Overtime and Callback Time

All scheduled overtime and/or call back time shall be offered on a seniority basis by Department, starting with the most senior qualified person. At the Operations Center, when this departmental seniority list is exhausted, the Master Operations Center Seniority list will then be used. The most senior employees have the option as to placement on the call out list. Seniority is defined as length of employment with the city. In work groups who have an employee receiving standby pay per Article 11.4.3, the initial call will go to the employee carrying the pager or cell phone who will be responsible for the call. Call back pay shall be paid in accordance with Article 11.4 and overtime shall be paid in accordance with Article 11.5.1. Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

11.4.2 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum. Special pay premiums, such as holiday pay, do not apply to time paid under this article.

11.4.3 Stand by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs, the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of \$150.00 per week or \$21.43 per day. The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

11.5 Overtime Compensation

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work starting with the least senior qualified employee.

11.5.1 Overtime compensation will start anytime an employee is required to work beyond the end of their shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at the rate of time and one-half (1 ½) for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedule within their defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

11.5.2 Any employee required to work on their first day of rest, or their first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at their base rate plus one-half of their base rate or time and one-half (1½).

11.5.3 Any employee required to work on their second day of rest, or their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at their base rate plus their base rate (double time) for the first eight (8) hours of work, and for any hours worked over eight (8) shall be compensated at her/her base rate plus time and one-half (2 ½ times). If the employee voluntarily chooses to work on these days of rest, the employee shall be compensated as outlined in 11.5.2, above.

11.5.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.

11.5.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation.

11.5.5.1 The decision to grant comp time as an alternative to paid overtime shall be at the Employer's discretion.

11.5.5.2 Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three (3) consecutive days of rest).

11.5.5.3 The maximum accrual shall be eighty (80) hours.

11.5.5.4 Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

11.5.5.5 In the event an employee is affected by layoff from their regular position, the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

11.6 *Shift Differential*

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 10.3.2 shall be paid a shift differential of ~~one-two~~ dollars ~~and seventy-five cents (\$1.752.00)~~ per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 10.3.2 shall be paid a shift differential of two dollars ~~and twenty-five cents (\$2.0025)~~ per hour for hours worked. For purposes of shift differential payment, regularly scheduled includes scheduled overtime, but does not include call back or extension of shift overtime. Requested assignments made to accommodate an employee's personal situation and shifts picked up on overtime do not qualify for shift differential. Employee regularly scheduled on first or third shift, will receive their regular shift differential payment when scheduled for work-related meetings or training on day shift.

11.7 *Working Out-of-Class*

11.7.1 An employee who is temporarily assigned by management, in writing, to perform the assigned duties and responsibilities of a higher level position shall be paid either at a rate 5% above their current rate of pay, (not to exceed the top of the range for the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

11.7.1.1 An employee must be assigned for a period of three (3) or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

11.7.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for a period of more than 30 days.

11.7.3 The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned; provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

11.7.4 A position may be career developed up to a maximum of one (1) year.

12. Leave Benefits

12.1 *Paid Time Off (PTO)*

12.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50 – 0.90 FTE position will accrue PTO hours on a pro-rated basis to the maximum.

Bereavement leave and military leave are separate categories as specified in 12.4 and 12.5 of this article, below.

12.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when the employee terminates employment. All leave time may be used in a minimum of 30-minute segments.

12.1.3 PTO time off must be approved by the supervisor. Normally at least five (5) working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. PTO scheduling within the division shall be based on seniority within the city and shall be limited to a two (2) week block per selection.

12.1.4 “Unscheduled PTO” is defined as time off that is requested less than twenty-four (24) hours prior to the day of the leave. Unscheduled PTO needs to be reflected on an employee’s timecard. Guidelines on the frequency and use of unscheduled PTO time will be established within individual divisions or departments.

12.2 *Grandfathered Sick Leave Cash Out*

Any employee hired before January 1, 1980, and retiring from the Employer with a bank of grandfathered sick leave shall be paid a sum equal to 50 percent (50%) of their accrued and unused grandfathered sick leave.

12.3 *Paid Leave while on FMLA Leave*

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing PTO, grandfathered sick leave, and/or compensatory time, with the choice of which category to draw on first at the employee’s option, except when approved for Washington Paid Family and Medical Leave (PFML). At the

employee's option, the employee may reserve up to forty (40) hours of PTO leave in their bank and elect to take leave without pay.

12.4 *Bereavement Leave*

A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household. Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account or sick leave account, if applicable under FMLA or as required by law, with the approval of the supervisor. It is understood that the policy extends to similar members of a domestic partner's family as detailed above.

The City reserves the right to require documentation of the death using a standard form provided by the City.

If an employee is on approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least 50% of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during bereavement leave shall be paid as a holiday, if eligible for holiday pay.

12.5 *Military Leave*

The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

During periods of military conflict, an employee who is married to a military member of the US Armed Forces, National Guard or Reserves will be granted up to fifteen (15) days of unpaid leave before their deployment. Employees are eligible for this leave per deployment. The spouse must provide the Employer a copy of the member's orders.

12.6 *Family Leave – FMLA and Washington State Family Care Act*

~~Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by FMLA, and the Washington Family Care Act. Family leave shall be administered in accordance with applicable federal and state laws, including the Family and Medical Leave Act (FMLA) and the Washington State Family Care Act (RCW 49.12.270).~~

- **FMLA Leave:** Employees who meet the eligibility criteria under the Family and Medical Leave Act (FMLA) are entitled to up to twelve (12) weeks of leave for qualifying reasons in accordance with federal law. Leave taken under FMLA will run concurrently with any applicable leave entitlements.
- **Washington State Family Care Act:** Under the Washington State Family Care Act, employees are entitled to use available paid leave (sick leave, vacation, or compensatory time) to care for the illness, injury, disability (including maternity), or qualifying health condition of a family member as defined in RCW 49.12.270. Qualified family members include children, spouses, parents, parents-in-law, grandparents, or others as provided by state law.

12.7 *Pregnancy/Childbirth Disability Leave*

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13. Holidays

13.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Juneteenth – June 19
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
Native American Heritage Day - Fourth Friday in November
Christmas Day -- December 25

13.2 Any of the above holidays which may fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

13.3 Any employee whose normal work schedule requires him/her to work on a holiday may schedule eight (8) hours off at any time after the holiday, mutually agreed upon by the supervisor and the

employee. Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank to use as time off in the future, after mutually agreed upon by the supervisor and the employee.

13.3.1 This holiday bank shall have a limit of forty (40) hours for each employee. -Once the bank reaches the limit, all further time will be paid out at the appropriate rate.

13.4 Any employee who is on medically authorized ~~sick~~ leave when a holiday occurs will receive eight (8) hours pay for that holiday and will not have their ~~sick~~-PTO leave accrual charged. Employee will be eligible for holiday benefits if they are receiving at least fifty percent (50%) of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for holiday leave benefits.

13.5 Any employee who works on a city holiday, or its equivalent for shift personnel, shall be paid double their base rate for hours worked, plus pay for the holiday. Hours worked beyond eight (8) on the holiday shall be compensated at triple the employee's regular rate.

14. Employee Insurance

14.1 Employees covered by this agreement will be provided insurance benefits as follows:

14.2 **Life Insurance.** Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000 up to \$100,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

14.3 **Long Term Disability.** Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

14.4 Health Insurance.

A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:

a. **Medical**

- i. HMO Plan
- ii. HMO Plan – CDHP (Consumer Driven Health Plan)
- iii. PPO Plan
- iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. **Dental**

- i. PPO Plan
- ii. HMO Plan

B. **Consumer Driven Health Plans (CDHP).**

- a. CDHP's will include a Health Savings Account (HSA).
 - i. The City will make a contribution to the Employee's HSA in the following amounts:

1. Employee-only coverage - ~~\$1,500~~1,600
 2. Employee plus one or more dependents - ~~\$3,000~~3,200
- b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. **Premiums.**

During the term of this contract the City contribution for premiums will be as follows:

1. Employee only – 90% of medical premiums
2. Employees eligible dependents – 80% of medical premiums

The Employee will contribute the remaining balance of the premium for themselves and their eligible dependents.

~~2022-2024. Beginning January 1, 2022, January 1, 2023, and January 1, 2024, the City contribution will increase up to 5% of any increasing premium costs. This means the City will pay up to the first 5% of any increasing premium cost plus the City's previous year's premium sharing amount. The employee's share would be the previous year's premium sharing amount plus any premium costs above 5%. See appendix C for a copy of the 2022 healthcare rates.~~

- D. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

E. **Flexible Spending Account (FSA).**

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a FSA for reimbursable medical costs, dependent care costs, or premium sharing costs.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

- 14.5 It is understood that the type and level of benefits available from the City's health plan carriers may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Coalition. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

14.6 **Dental Insurance.**

The City will pay 100% of the employee and eligible dependent cost for selected dental insurance for the term of this agreement.

- 14.7 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

- 14.8 The Labor-Management Insurance Committee will meet no less than annually to share information on benefits (including, but not limited to health, dental, life and long-term disability insurance). The City may also use this forum to gather feedback, ideas and alternatives to current plan offerings and/or designs as needed.

15. Fitness for Duty

The parties recognize that employees have the responsibility to report to work fit for duty.

15.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

15.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

- a. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

15.3 The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

16. Retirement Plan

- 16.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

17. Training Program

- 17.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law. If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.
- 17.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.
- 17.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.

- 17.4 Any employee required to possess a certification for their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during their tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 22 of this contract if the Employer has fulfilled their responsibility in accordance with subsections 17.1 and 17.2 above.

18. Clothing, Tools and Safety Equipment

- 18.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.
- 18.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

19. Driver's Licenses

- 19.1 The parties recognize that the Federal Highway Administration (FHWA) has established regulations for employees required to have a Commercial Driver's license (CDL).

All employees in applicable positions are expected to obtain and maintain a commercial driver's license with such endorsement as necessary to operate vehicles assigned to their work unit.

Employees new to a position requiring a CDL shall be allowed up to six (6) months to obtain a CDL permit and up to one year to obtain the license. Both dates start from the date of hire into the position requiring a CDL. Failure to either obtain or maintain the required CDL may be grounds for discipline up to and including termination of employment.

The City will provide:

- 19.1.1 An opportunity for each employee to develop the skill required to obtain the license. Any employee earning their CDL through a certified program on the national registry and paid for by the City of Vancouver will sign a repayment agreement as a condition of employment in accordance with the following schedule at time of separation:
- a. Less than one (1) year after the date of hire, employee will repay one-hundred 100% of the amount expended by the City of Vancouver.
 - b. After one (1) year but less than two (2) years after the date of hire, employee will repay the City of Vancouver, fifty percent (50%) of the amounts expended by the City of Vancouver.
 - c. After two (2) years but less than three (3) years after the date of hire, employee will repay the City of Vancouver twenty-five percent (25%) of the amounts expended by the City of Vancouver

a.d. If employee resigns or is terminated more than three (3) years after the date of hire, employee will not be required to repay any monies to the City of Vancouver.

- 19.1.2 Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because they fail any part of the exam, those charges shall be the employee's responsibility.
 - 19.1.3 The required medical/physical examination, provided that, at the city option, the city may reimburse the employee for a physical examination by a physician of the Employer's choice. An employee wishing to use their own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.
 - 19.1.4 Use of a city vehicle to take the practical/driving portion of the examination, on city time, provided that the city may require the employee demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.
 - 19.1.5 All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.
- 19.2 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has their driver's license (or CDL for those employees required to have a CDL) revoked or suspended for one hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license (or CDL for those employees required to have CDL) is revoked or suspended for more than one hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of their required driver's license or CDL and is actively appealing the basis for the loss through the justice system, the City will consider them eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license or CDL is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

- 19.3. Notwithstanding the provision of section 19.2 above, the Employer retains the right to pursue actions under Article 22 for inappropriate workplace behavior which results in their driver's license (or CDL for those employees required to have a CDL) being revoked or suspended.

- 19.4 If an employee in a job which requires a driver's license (or CDL for those employees required to have a CDL) has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license (or CDL for those employees required to have a CDL) and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and city policies.

20. Mileage Reimbursement, Parking Rates and Commute Trip Reduction (CTR)

- 20.1 Mileage Reimbursement- Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.
- 20.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.
- 20.2.1 City-Owned or -Operated Lot Rates and On-Street Parking.
- With respect to all parking options, city employees will be expected to pay the prevailing parking rates.
- 20.2.3 Payment of Parking Fees
- City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.
- 20.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:
- a. a taxable cash incentive (\$25) for bicycling, walking, or carpooling to work; or
 - b. 100% of the cost of a bus pass; or
 - c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

21. Grievance Procedure

21.1 Definition

For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement.

21.2 Procedure

The Union and Employer agree that written grievances alleged under this procedure will be subject to sincere and genuine efforts being made by the parties to adjust all problems at the lowest level possible, and in a manner consistent with the requirements in this Article.

Any grievance raised shall be limited to the written statement of grievance as provided for in the initial applicable step as identified herein.

A written grievance shall be required to include the following information:

- a. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
- b. Indicate the date(s) of the incident(s) grieved.
- c. Specify the remedy or solution to the grievance sought by the employee(s).
- d. Signed by the identified grievant(s), or in the case of a group grievance, signed by the steward of record.

Grievances shall be processed in accordance with the following procedures and may be submitted at the appropriate step, as mutually agreed:

- 21.2.1 Step 1: If a grievance is to be advanced under this procedure, it shall be presented by the employee to their immediate management representative (not covered by this Agreement) within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The management representative (not covered by this Agreement) shall meet with the aggrieved employee and the Union steward within ten (10) working days of the management representative's (not covered by this Agreement) receipt of the grievance. The parties agree to make every effort to settle the grievance promptly at this stage. Within ten (10) working days after such meeting, the management representative (not covered by this Agreement) shall mail or deliver a copy of their decision to the aggrieved employee, the Union and the department head.

- 21.2.2. Step 2: If the grievance remains unresolved after a decision is rendered by the management representative (not covered by this Agreement), it shall be reduced to writing and delivered to the department head or designee, within ten (10) working days after mailing or delivery of the decision reached in Step 1, above.

The department head or their designee and management representative (not covered by this Agreement), shall convene a meeting with the aggrieved employee and Union representative within ten (10) working days of receipt of the grievance. The department head or designee shall make a decision on the matter within ten (10) working days of such meeting. Copies of the written decision shall be mailed or hand delivered to the aggrieved employee, the Union and the City Manager.

- 21.2.3 Step 3: If the grievance remains unresolved after the decision has been rendered by the department head or designee, the Union shall in writing deliver the grievance to the City Manager or their designated representative, with a copy to the department head, within ten (10) working days after mailing or delivery of the decision reached in Step 2. The City Manager or their designee shall convene a meeting of the aggrieved, the Union representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting with copies of the aggrieved employee, the Union and the department head.

- 21.2.4 The Union will attempt to explain to management why the grievance is still unresolved as it moves up the steps towards arbitration, but the explanation will not have merit as to the step advancement.

21.3 *Arbitration*

If the grievance remains unresolved after a decision is rendered in Step 3 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 3.

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The city and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and

shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The parties shall abide by the award made in connection with any arbitral difference.

21.4 *Discipline or Termination Grievances and Grievances Subject to Group Filing*

A grievance of a disciplinary or termination action, or a group grievance that affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head or designee as set forth in Step 2 of the grievance procedure, and proceed as set forth there from.

21.5 *Time Restriction*

If the grievance is not filed or advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this agreement and applicable laws. The parties may mutually agree to extend the time limits for any step of this procedure and any extension shall be reduced to writing for a specified period of time. All references to "working days" in this Article shall exclude Saturdays, Sundays, and all holidays recognized in Article 13 of this Agreement.

22. Employee Discipline and Termination

22.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

22.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge. The degree of discipline administered shall depend on the severity of the infraction. Disciplinary action must be issued within thirty (30) calendar days after the Employer became aware of the offense, unless based on an extended pattern of performance or behavior. The thirty (30) calendar day timeline set forth herein may be extended upon mutual agreement between the Employer and the Union, except in cases of employee absence for any purpose and/or the unavailability of a Union representative. In those cases, the Employer is to issue the discipline to the employee upon their return to work and/or upon the next date of availability of a Union representative. Written reprimands may be grieved up to the City Manager or their designee, but not arbitration unless and until such time as such written reprimands are relied upon to support subsequent and timely discipline including suspension, transfer, delay of step increase, demotion or discharge.

- 22.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.
- 22.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their official personnel file maintained by Human Resources and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.
- 22.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or discharge.
- 22.6 Only management representatives who are not covered by this agreement may discipline employees above a written reprimand.

23. Performance Evaluations

- 23.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 23.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.
- 23.3 An employee may append their written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to human resources.

24. Tobacco Free Work Environment

- 24.1 All city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be tobacco free.

25. Non-Reduction of Wages and Working Conditions

- 25.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall not be reduced in view of the provisions of this agreement; provided, nothing in this section shall be construed to limit in any way, the Employer's rights under Article 3., Rights of Management, above, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees, and, (2) Reasonable opportunity is provided to discuss the change with the city.

26. Layoff, Recall, and Bumping

- 26.1 Layoff Procedure – Layoffs or reductions-in-force (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction-in-force or workload.
- 26.2 Alternatives to Layoff - The City will attempt to avoid layoffs, and whenever possible, shall consider alternatives to layoffs before final decisions are made. At the discretion of the City, these considerations may include:
- 26.2.1 To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that they meet the minimum qualifications for the job.
- 26.2.2 The City shall notify each employee subject to layoff of their rights and responsibilities as described in this Article. Such notification shall be reduced to writing and incorporated in each layoff notice the City issues to an employee subject to layoff.
- 26.3 After the City has identified the job classification, division (e.g. Grounds and Equipment Services), work group (e.g. Code Enforcement, Building Inspection, and Plans Examiners) or program area (e.g. Building and Code Compliance) being reduced, layoffs and resource reductions will be made in the following order:
- 26.3.1 Category 1 [Temporary, OSC, seasonal] and Category 2 [less than full-time, newly hired probationary employees] shall be laid-off prior to regular status, full-time employees. Part-time regular employees cannot bump less senior regular full-time employees.
- 26.3.2. The order in which employees will be laid off shall be determined based on Joint Labor Coalition seniority as defined in Section 26.7 of this Article.
- 26.3.3 Any exception to this will be mutually agreed to by the Union and City.
- 26.4 When an employee is identified for a layoff or reduction-in-force, they shall be permitted to move into a job or classification which they currently hold or has previously held, provided that the employee meets the minimum qualifications for the job. In doing so, the employee may “bump” the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.

An employee who bumps into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 22.

- 26.5 Notice to Union – Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-force will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.
- 26.6 Notice to Employees – Each employee identified for layoff shall be given at least thirty (30) calendar days' notice of such layoff in writing, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.
- 26.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.
- 26.7 Seniority – Seniority for the purposes of layoff, recall and bumping shall be based upon City seniority for all members covered under this Agreement as of the date of contract ratifications, thereafter employees transferring into any bargaining unit subject to this Agreement, shall have seniority defined as the employees most recent date of hire within the Joint Labor Coalition. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave due to protected leave provisions as provided for under state and federal regulations.
- 26.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for reinstatement for a period of a maximum of thirty-six (36) months following the date of layoff. The names of persons laid off will be placed on a reinstatement list. When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 26.7 in determining who shall be offered reinstatement. Reinstatement notices will be sent by certified mail to the last address reflected in the employee's official personnel file.
- 26.8.1 Employees in a reinstatement status may also apply and be considered for job openings outside their job classification prior to or after layoff. When an employee is reinstated within thirty-six (36) months to the job from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Any recalled or reinstated employee will have their PTO accrual rates and sick leave balance and accrual rates restored to the same levels as of the date of layoff.

- 26.8.2 Any employee who is reinstated to a job other than the position from which they were laid off may serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines.
- 26.8.3 Once an employee on the reinstatement list is offered a position, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number while on layoff status.
- 26.8.4 Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days. However, upon reinstatement, an employee's most recent hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in layoff status.

26.9 Eligibility for reinstatement ends if:

- 26.9.1 The employee refuses to accept an offer of reinstatement to a position in the same classification as that from which they were laid off.
- 26.9.2 The employee fails to respond to an offer of reinstatement within fourteen (14) calendar days following the date the offer is mailed.
- 26.9.3 The employee requests in writing to be removed from the reinstatement list.
- 26.9.4 The employee resigns or retires.

Definitions:

- A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same job classification or pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions of transfers are provided in Article 9.3.
- B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

27. Contracting-Out/Out-Sourcing

- 27.1 Should the City contract-out or out-source work which is currently being performed by Coalition Union employees, the City shall inform the Coalition and each affected Union and shall meet with the Coalition to impact bargain the effects.

27.2 Notwithstanding 27.1, the following notification and other procedures with regard to contracting out and outsourcing of bargaining unit work shall be implemented as indicated below.

27.2.1 The City shall inform the Union at least thirty (30) days prior to making a decision to pursue the contracting out or outsourcing of work. The City shall provide the Union an opportunity for discussion of the matter, including alternative methods of performing the work and the effects on bargaining unit employees. During this thirty (30) day period the Union shall have the opportunity to submit an alternate proposal. The City will give the Union's proposal due consideration. At the end of the thirty (30) day period, the City shall determine next steps in the implementation of its decision.

27.3 If the Employer does not accept a union-proposed alternative and reaches a decision to implement a plan that displaces bargaining unit members, the parties shall enter into impact bargaining as identified under the provisions of 27.1

28. Temporary or Seasonal Workers

28.1 "Temporary or seasonal worker" for purposes of this article shall mean one who is hired to work not more than 1,040 hours in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 period. The Employer will not rotate temporaries through the same regular positions.

28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased work load, termination or disabilities of regular full time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon in writing by the City and the Union.

28.3 Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

28.4 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

29. Conflict of Contract and City Employment Policies

29.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.

- 29.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.
- 29.3 Conflict in Language. When language in the Master Agreement conflicts with language in any applicable addendum, the applicable addendums shall take precedence over the Master Agreement.

30. Separability Clause

- 30.1 If an article of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

31. Termination and Renewal

- 31.1 This agreement and all attachments hereto shall be in full force and effect from January 1, ~~2022~~ 2025 through December 31, ~~2024~~ 2026 and shall continue in effect if renewed or extended by mutual agreement.
- 31.2 Not more than one hundred twenty (120) days and not less than sixty (60) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the agreement; provided that an earlier commencement may be scheduled by mutual agreement.

32. Labor-Management Committee

- 32.1 The Employer and the Coalition have established a labor-management committee which will meet on a regular basis. The committee shall include one (1) bargaining unit member and one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects and city employment policies shall be regular agenda items for this committee.

Dated this _____ day of _____, ~~2022~~2025.

For the Employer

For the Union

~~Erie Holmes~~Lon Pluckhahn, City Manager
~~Steamfitters, #290~~Teamsters, Local #58

~~Walter LaChapelle~~Pat Christensen, Plumbers &

~~Lisa Takaeh~~Antoinette Gasbarre, HR Director

~~Carol Krohn~~, IAM, District Lodge #W24

~~Nichet Newsome~~, Plumbers & Steamfitters, #290Tom
Alcomendas, Teamsters, Local #58

Approved as to form:

~~Jonathan Young~~Nena Cook, City Attorney

Attest:

Natasha Ramras, City Clerk

Appendix A - Pay Ranges

2022-2025 Salary Schedule adjusted by 4.753% effective 1-1-2022 upon ratification 2025

2025 Salary Ranges January 1, 2025 - December 31, 2025									
Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,536	\$ 3,661	\$ 3,787	\$ 3,921	\$ 4,059	\$ 4,201	\$ 4,347	\$ 4,521
2		\$ 3,625	\$ 3,752	\$ 3,882	\$ 4,019	\$ 4,160	\$ 4,306	\$ 4,455	\$ 4,634
3		\$ 3,715	\$ 3,847	\$ 3,981	\$ 4,120	\$ 4,264	\$ 4,414	\$ 4,568	\$ 4,750
3M		\$ 3,237	\$ 3,369	\$ 3,503	\$ 3,642	\$ 3,786	\$ 3,936	\$ 4,090	\$ 4,272
4		\$ 3,809	\$ 3,940	\$ 4,079	\$ 4,224	\$ 4,370	\$ 4,524	\$ 4,683	\$ 4,870
	Vehicle Service Worker	IAM							
4M		\$ 3,331	\$ 3,462	\$ 3,601	\$ 3,746	\$ 3,892	\$ 4,046	\$ 4,205	\$ 4,392
	Vehicle Service Worker - Fire	IAM							
5		\$ 3,905	\$ 4,041	\$ 4,182	\$ 4,328	\$ 4,479	\$ 4,635	\$ 4,797	\$ 4,989
6		\$ 4,002	\$ 4,143	\$ 4,288	\$ 4,437	\$ 4,592	\$ 4,751	\$ 4,919	\$ 5,115
7		\$ 4,101	\$ 4,246	\$ 4,394	\$ 4,546	\$ 4,708	\$ 4,872	\$ 5,041	\$ 5,242
8		\$ 4,204	\$ 4,351	\$ 4,503	\$ 4,660	\$ 4,822	\$ 4,992	\$ 5,168	\$ 5,375
	Vehicle Parts Specialist	IAM							
8M		\$ 3,726	\$ 3,873	\$ 4,025	\$ 4,182	\$ 4,344	\$ 4,514	\$ 4,690	\$ 4,897
	Vehicle Parts Specialist - Fire	IAM							
9		\$ 4,308	\$ 4,458	\$ 4,617	\$ 4,777	\$ 4,945	\$ 5,117	\$ 5,297	\$ 5,509
	Vehicle Service Worker	IAM							
9M		\$ 3,830	\$ 3,980	\$ 4,139	\$ 4,299	\$ 4,467	\$ 4,639	\$ 4,819	\$ 5,031
	Vehicle Service Worker - Fire	IAM							
10		\$ 4,418	\$ 4,571	\$ 4,731	\$ 4,898	\$ 5,069	\$ 5,244	\$ 5,429	\$ 5,646
10T	Teamsters	\$ 4,210	\$ 4,363	\$ 4,523	\$ 4,690	\$ 4,861	\$ 5,036	\$ 5,221	\$ 5,438
	Maintenance Worker - T Grounds Maintenance Worker - T	Teamsters							

11		\$ 4,528	\$ 4,687	\$ 4,848	\$ 5,018	\$ 5,195	\$ 5,377	\$ 5,566	\$ 5,788
	Vehicle Parts Specialist	IAM							
	Senior Vehicle Parts Specialist	IAM							
11M		IAM	\$ 4,050	\$ 4,209	\$ 4,370	\$ 4,540	\$ 4,717	\$ 4,899	\$ 5,088
	Vehicle Parts Specialist - Fire	IAM							
	Senior Vehicle Parts Specialist	IAM							
12			\$ 4,639	\$ 4,805	\$ 4,971	\$ 5,144	\$ 5,325	\$ 5,512	\$ 5,704
	Senior Vehicle Service Worker	IAM							
12M		IAM	\$ 4,161	\$ 4,327	\$ 4,493	\$ 4,666	\$ 4,847	\$ 5,034	\$ 5,226
	Senior Vehicle Service Worker - Fire	IAM							
13			\$ 4,758	\$ 4,923	\$ 5,094	\$ 5,275	\$ 5,458	\$ 5,649	\$ 5,846
	Senior Vehicle Service Worker	IAM							
13M		IAM	\$ 4,280	\$ 4,445	\$ 4,616	\$ 4,797	\$ 4,980	\$ 5,171	\$ 5,368
	Senior Vehicle Service Worker - Fire	IAM							
13T		Teamsters	\$ 4,550	\$ 4,715	\$ 4,886	\$ 5,067	\$ 5,250	\$ 5,441	\$ 5,638
	Senior Maintenance Worker T	Teamsters							
14			\$ 4,875	\$ 5,044	\$ 5,223	\$ 5,405	\$ 5,595	\$ 5,791	\$ 5,994
15			\$ 4,997	\$ 5,173	\$ 5,353	\$ 5,539	\$ 5,734	\$ 5,936	\$ 6,142
15T		Teamsters	\$ 4,789	\$ 4,965	\$ 5,145	\$ 5,331	\$ 5,526	\$ 5,728	\$ 5,934
	Grounds Maintenance Specialist	Teamsters							
	Senior Maintenance Worker - T	Teamsters							
	Senior Grounds Maintenance Worker - T								
16			\$ 5,121	\$ 5,301	\$ 5,487	\$ 5,679	\$ 5,877	\$ 6,081	\$ 6,297
17			\$ 5,252	\$ 5,433	\$ 5,625	\$ 5,821	\$ 6,023	\$ 6,238	\$ 6,453
	Senior Vehicle Parts Specialist	IAM							
17M		IAM	\$ 4,774	\$ 4,955	\$ 5,147	\$ 5,343	\$ 5,545	\$ 5,760	\$ 5,975
	Senior Vehicle Parts Specialist	IAM							

17T	Teamsters	\$ 5,044	\$ 5,225	\$ 5,417	\$ 5,613	\$ 5,815	\$ 6,030	\$ 6,245	\$ 6,503
Grounds Chemical Specialist	Teamsters								
Irrigation Specialist	Teamsters								
Senior Grounds Maintenance Specialist	Teamsters								
18		\$ 5,382	\$ 5,570	\$ 5,764	\$ 5,966	\$ 6,177	\$ 6,390	\$ 6,616	\$ 6,880
19		\$ 5,517	\$ 5,708	\$ 5,908	\$ 6,116	\$ 6,328	\$ 6,553	\$ 6,778	\$ 7,050
19T	Teamsters	\$ 5,309	\$ 5,500	\$ 5,700	\$ 5,908	\$ 6,120	\$ 6,345	\$ 6,570	\$ 6,842
Lead Maintenance Worker	Teamsters								
20		\$ 5,654	\$ 5,852	\$ 6,058	\$ 6,267	\$ 6,488	\$ 6,715	\$ 6,950	\$ 7,226
Fleet Services Technician	IAM								
21		\$ 5,795	\$ 5,998	\$ 6,207	\$ 6,427	\$ 6,650	\$ 6,882	\$ 7,125	\$ 7,409
Fleet Services Technician	IAM								
21M		\$ 5,317	\$ 5,520	\$ 5,729	\$ 5,949	\$ 6,172	\$ 6,404	\$ 6,647	\$ 6,931
22		\$ 5,940	\$ 6,147	\$ 6,365	\$ 6,584	\$ 6,817	\$ 7,054	\$ 7,302	\$ 7,595
Building Inspector I Code Enforcement Officer	Plumbers & Steamfitters Plumbers & Steamfitters								
23		\$ 6,087	\$ 6,303	\$ 6,520	\$ 6,750	\$ 6,986	\$ 7,230	\$ 7,486	\$ 7,784
Assistant Plans Examiner	Plumbers & Steamfitters								
24		\$ 6,242	\$ 6,458	\$ 6,686	\$ 6,919	\$ 7,160	\$ 7,413	\$ 7,669	\$ 7,977
Code Enforcement Officer Senior Fleet Services Technician	Plumbers & Steamfitters IAM								
24M	IAM	\$ 5,764	\$ 5,980	\$ 6,208	\$ 6,441	\$ 6,682	\$ 6,935	\$ 7,191	\$ 7,499
Fleet Services Emergency Technician	IAM								
25		\$ 6,395	\$ 6,620	\$ 6,852	\$ 7,093	\$ 7,341	\$ 7,598	\$ 7,864	\$ 8,177
Senior Fleet Services Technician	IAM								
25M	IAM	\$ 5,917	\$ 6,142	\$ 6,374	\$ 6,615	\$ 6,863	\$ 7,120	\$ 7,386	\$ 7,699

<i>Fleet Services Emergency Technician</i>	IAM								
26		\$ 6,557	\$ 6,786	\$ 7,023	\$ 7,269	\$ 7,524	\$ 7,788	\$ 8,059	\$ 8,382
27		\$ 6,721	\$ 6,957	\$ 7,201	\$ 7,451	\$ 7,714	\$ 7,981	\$ 8,261	\$ 8,591
<i>Associate Plans Examiner</i>	Plumbers & Steamfitters								
28		\$ 6,887	\$ 7,130	\$ 7,380	\$ 7,637	\$ 7,905	\$ 8,182	\$ 8,467	\$ 8,805
<i>Assistant Plans Examiner Building Inspector II</i>	Plumbers & Steamfitters Plumbers & Steamfitters								
28M	IAM	\$ 6,409	\$ 6,652	\$ 6,902	\$ 7,159	\$ 7,427	\$ 7,704	\$ 7,989	\$ 8,327
<i>Senior Fleet Services Emergency Technician</i>	IAM								
28T	Teamsters	\$ 6,679	\$ 6,922	\$ 7,172	\$ 7,429	\$ 7,697	\$ 7,974	\$ 8,259	\$ 8,597
29		\$ 7,062	\$ 7,307	\$ 7,563	\$ 7,829	\$ 8,103	\$ 8,385	\$ 8,679	\$ 9,027
29M	IAM	\$ 6,584	\$ 6,829	\$ 7,085	\$ 7,351	\$ 7,625	\$ 7,907	\$ 8,201	\$ 8,549
<i>Senior Fleet Services Emergency Technician</i>	IAM								
30		\$ 7,238	\$ 7,491	\$ 7,752	\$ 8,026	\$ 8,306	\$ 8,595	\$ 8,897	\$ 9,251
<i>Building Inspector II</i>	Plumbers & Steamfitters								
30T	Teamsters	\$ 7,030	\$ 7,283	\$ 7,544	\$ 7,818	\$ 8,098	\$ 8,387	\$ 8,689	\$ 9,043
<i>Public Works Supervisor - T</i>	Teamsters								
31		\$ 7,418	\$ 7,679	\$ 7,946	\$ 8,224	\$ 8,512	\$ 8,811	\$ 9,117	\$ 9,482
<i>Senior Plans Examiner</i>	Plumbers & Steamfitters								
32		\$ 7,602	\$ 7,870	\$ 8,145	\$ 8,431	\$ 8,725	\$ 9,031	\$ 9,346	\$ 9,721
<i>Associate Plans Examiner Building Inspector III</i>	Plumbers & Steamfitters Plumbers & Steamfitters								
33		\$ 7,793	\$ 8,067	\$ 8,350	\$ 8,642	\$ 8,942	\$ 9,259	\$ 9,582	\$ 9,964
34		\$ 7,988	\$ 8,269	\$ 8,558	\$ 8,859	\$ 9,166	\$ 9,488	\$ 9,822	\$ 10,213
<i>Lead Building Inspector</i>	Plumbers & Steamfitters								
35		\$ 8,187	\$ 8,475	\$ 8,773	\$ 9,080	\$ 9,396	\$ 9,725	\$ 10,067	\$ 10,469
<i>Lead Plans Examiner</i>	Plumbers & Steamfitters								

Joint Coalition 2022 Salary Ranges January 1, 2022 – December 31, 2022

Range-Number	Bargaining Unit	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8
1	-	\$ 3,174	\$ 3,286	\$ 3,400	\$ 3,520	\$ 3,643	\$ 3,771	\$ 3,902	\$ 4,058
-									
1M	IAM	\$ 2,696	\$ 2,808	\$ 2,922	\$ 3,042	\$ 3,165	\$ 3,293	\$ 3,424	\$ 3,580
2	-	\$ 3,254	\$ 3,368	\$ 3,485	\$ 3,608	\$ 3,735	\$ 3,865	\$ 3,999	\$ 4,160
3	-	\$ 3,335	\$ 3,453	\$ 3,573	\$ 3,698	\$ 3,828	\$ 3,962	\$ 4,100	\$ 4,264
Vehicle Service Worker I	IAM	-	-	-	-	-	-	-	-
-									
3M	IAM	\$ 2,857	\$ 2,975	\$ 3,095	\$ 3,220	\$ 3,350	\$ 3,484	\$ 3,622	\$ 3,786
Vehicle Service Worker I	IAM	-	-	-	-	-	-	-	-
-									
4	-	\$ 3,419	\$ 3,537	\$ 3,662	\$ 3,791	\$ 3,923	\$ 4,061	\$ 4,204	\$ 4,371
5	-	\$ 3,505	\$ 3,627	\$ 3,754	\$ 3,885	\$ 4,021	\$ 4,161	\$ 4,306	\$ 4,479
6	-	\$ 3,592	\$ 3,718	\$ 3,849	\$ 3,983	\$ 4,122	\$ 4,265	\$ 4,415	\$ 4,591
7	-	\$ 3,682	\$ 3,811	\$ 3,944	\$ 4,081	\$ 4,226	\$ 4,373	\$ 4,525	\$ 4,705
7M	IAM	\$ 3,204	\$ 3,333	\$ 3,466	\$ 3,603	\$ 3,748	\$ 3,895	\$ 4,047	\$ 4,227
8	-	\$ 3,774	\$ 3,906	\$ 4,042	\$ 4,183	\$ 4,329	\$ 4,482	\$ 4,638	\$ 4,824
9	-	\$ 3,867	\$ 4,002	\$ 4,145	\$ 4,288	\$ 4,438	\$ 4,593	\$ 4,755	\$ 4,945
Vehicle Service Worker II	IAM	-	-	-	-	-	-	-	-
9M	IAM	\$ 3,389	\$ 3,524	\$ 3,667	\$ 3,810	\$ 3,960	\$ 4,115	\$ 4,277	\$ 4,467
Vehicle Service Worker II – Fire	IAM	-	-	-	-	-	-	-	-
10	-	\$ 3,965	\$ 4,103	\$ 4,246	\$ 4,396	\$ 4,550	\$ 4,707	\$ 4,873	\$ 5,068
10T	Teamsters	\$ 3,757	\$ 3,895	\$ 4,038	\$ 4,188	\$ 4,342	\$ 4,499	\$ 4,665	\$ 4,860
Maintenance Worker I – Grounds	Teamsters	-	-	-	-	-	-	-	-
11	-	\$ 4,064	\$ 4,207	\$ 4,352	\$ 4,505	\$ 4,663	\$ 4,826	\$ 4,996	\$ 5,195
Vehicle Parts Specialist	IAM	-	-	-	-	-	-	-	-

11M	IAM	\$ 3,586	\$ 3,729	\$ 3,874	\$ 4,027	\$ 4,185	\$ 4,348	\$ 4,518	\$ 4,717
Vehicle Parts Specialist – Fire	IAM	-	-	-	-	-	-	-	-
12	-	\$ 4,164	\$ 4,313	\$ 4,462	\$ 4,617	\$ 4,780	\$ 4,947	\$ 5,120	\$ 5,325
13	-	\$ 4,270	\$ 4,419	\$ 4,573	\$ 4,735	\$ 4,899	\$ 5,070	\$ 5,248	\$ 5,456
Senior Vehicle Parts Specialist	IAM	-	-	-	-	-	-	-	-
13M	IAM	\$ 3,792	\$ 3,941	\$ 4,095	\$ 4,257	\$ 4,421	\$ 4,592	\$ 4,770	\$ 4,978
Senior Vehicle Parts Specialist	IAM	-	-	-	-	-	-	-	-
13T	Teamsters	\$ 4,062	\$ 4,211	\$ 4,365	\$ 4,527	\$ 4,691	\$ 4,862	\$ 5,040	\$ 5,248
Maintenance Worker II – Grounds	Teamsters	-	-	-	-	-	-	-	-
14	-	\$ 4,376	\$ 4,528	\$ 4,688	\$ 4,852	\$ 5,022	\$ 5,198	\$ 5,380	\$ 5,596
15	-	\$ 4,485	\$ 4,643	\$ 4,805	\$ 4,972	\$ 5,147	\$ 5,328	\$ 5,513	\$ 5,733
15T	Teamsters	\$ 4,277	\$ 4,435	\$ 4,597	\$ 4,764	\$ 4,939	\$ 5,120	\$ 5,305	\$ 5,525
Grounds Maintenance Specialist I	Teamsters	-	-	-	-	-	-	-	-
16	-	\$ 4,597	\$ 4,759	\$ 4,925	\$ 5,098	\$ 5,276	\$ 5,459	\$ 5,653	\$ 5,879
17	-	\$ 4,714	\$ 4,877	\$ 5,049	\$ 5,225	\$ 5,407	\$ 5,599	\$ 5,792	\$ 6,024
17T	Teamsters	\$ 4,506	\$ 4,669	\$ 4,841	\$ 5,017	\$ 5,199	\$ 5,391	\$ 5,584	\$ 5,816
Grounds Chemical Specialist	Teamsters								-
Grounds Maintenance Specialist II	Teamsters								-
Irrigation Specialist	Teamsters	-	-	-	-	-	-	-	-
18	-	\$ 4,831	\$ 5,000	\$ 5,174	\$ 5,355	\$ 5,544	\$ 5,736	\$ 5,938	\$ 6,176
19	-	\$ 4,952	\$ 5,124	\$ 5,303	\$ 5,490	\$ 5,681	\$ 5,882	\$ 6,085	\$ 6,329
19T	Teamsters	\$ 4,744	\$ 4,916	\$ 5,095	\$ 5,282	\$ 5,473	\$ 5,674	\$ 5,877	\$ 6,121
Lead Maintenance Worker – Grounds	Teamsters	-	-	-	-	-	-	-	-
20	-	\$ 5,075	\$ 5,015	\$ 5,191	\$ 5,370	\$ 5,560	\$ 5,754	\$ 5,955	\$ 6,193
Mechanic	IAM	-	-	-	-	-	-	-	-

21	-	\$-5,202	\$-5,384	\$-5,571	\$-5,769	\$-5,969	\$-6,178	\$-6,395	\$-6,650
22	-	\$-5,332	\$-5,517	\$-5,713	\$-5,910	\$-6,118	\$-6,333	\$-6,554	\$-6,817
Building Inspector I	Plumbers & Steamfitters	-	-	-	-	-	-	-	-
22M	IAM	\$-4,854	\$-5,039	\$-5,235	\$-5,432	\$-5,640	\$-5,855	\$-6,076	\$-6,339
23	-	\$-5,464	\$-5,658	\$-5,853	\$-6,059	\$-6,271	\$-6,489	\$-6,719	\$-6,987
Plans Examiner I	Plumbers & Steamfitters	-	-	-	-	-	-	-	-
24	-	\$-5,603	\$-5,797	\$-6,001	\$-6,211	\$-6,427	\$-6,654	\$-6,885	\$-7,161
Senior Mechanic	IAM								-
Code Enforcement Officer	Plumbers & Steamfitters	-	-	-	-	-	-	-	-
24M	IAM	\$-5,125	\$-5,319	\$-5,523	\$-5,733	\$-5,949	\$-6,176	\$-6,407	\$-6,683
Emergency Equipment Mechanic	IAM	-	-	-	-	-	-	-	-
25	-	\$-5,740	\$-5,942	\$-6,150	\$-6,366	\$-6,589	\$-6,820	\$-7,059	\$-7,340
26	-	\$-5,886	\$-6,091	\$-6,304	\$-6,525	\$-6,754	\$-6,990	\$-7,234	\$-7,524
26M	IAM	\$-5,408	\$-5,613	\$-5,826	\$-6,047	\$-6,276	\$-6,512	\$-6,756	\$-7,046
27	-	\$-6,033	\$-6,244	\$-6,463	\$-6,688	\$-6,924	\$-7,164	\$-7,415	\$-7,712
Plans Examiner II	Plumbers & Steamfitters	-	-	-	-	-	-	-	-
28	-	\$-6,182	\$-6,400	\$-6,624	\$-6,856	\$-7,096	\$-7,344	\$-7,600	\$-7,904
Building Inspector II	Plumbers & Steamfitters	-	-	-	-	-	-	-	-
28M	IAM	\$-5,704	\$-5,922	\$-6,146	\$-6,378	\$-6,618	\$-6,866	\$-7,122	\$-7,426
Senior Emergency Equipment Mechanic	IAM	-	-	-	-	-	-	-	-
28T	Teamsters	\$-5,974	\$-6,192	\$-6,416	\$-6,648	\$-6,888	\$-7,136	\$-7,392	\$-7,696
29	-	\$-6,338	\$-6,559	\$-6,789	\$-7,028	\$-7,273	\$-7,527	\$-7,790	\$-8,103
30	-	\$-6,497	\$-6,724	\$-6,959	\$-7,204	\$-7,456	\$-7,715	\$-7,987	\$-8,305
30T	Teamsters	\$-6,289	\$-6,516	\$-6,751	\$-6,996	\$-7,248	\$-7,507	\$-7,779	\$-8,097

Public Works Supervisor-- Grounds	Teamsters	-	-	-	-	-	-	-	-
31	-	~~\$ 6,659~~	~~\$ 6,892~~	~~\$ 7,133~~	~~\$ 7,382~~	~~\$ 7,640~~	~~\$ 7,909~~	~~\$ 8,184~~	~~\$ 8,512~~
Plans Examiner III	Plumbers & Steamfitters	-	-	-	-	-	-	-	-
32	-	~~\$ 6,824~~	~~\$ 7,064~~	~~\$ 7,312~~	~~\$ 7,567~~	~~\$ 7,832~~	~~\$ 8,107~~	~~\$ 8,389~~	~~\$ 8,726~~
Building Inspector III	Plumbers & Steamfitters	-	-	-	-	-	-	-	-
33	-	~~\$ 6,995~~	~~\$ 7,241~~	~~\$ 7,495~~	~~\$ 7,757~~	~~\$ 8,027~~	~~\$ 8,311~~	~~\$ 8,601~~	~~\$ 8,944~~
Plans Examiner IV	Plumbers & Steamfitters	-	-	-	-	-	-	-	-
34	-	~~\$ 7,170~~	~~\$ 7,422~~	~~\$ 7,682~~	~~\$ 7,952~~	~~\$ 8,228~~	~~\$ 8,517~~	~~\$ 8,816~~	~~\$ 9,168~~
Lead Building Inspector	Plumbers & Steamfitters	-	-	-	-	-	-	-	-

~~2023-2026~~ Salary Schedule adjusted by ~~43%~~ effective 1-1-~~2023~~~~2026~~

Joint Coalition ~~2023~~ Salary Ranges January 1, ~~2023~~—December 31, ~~2023~~

Range-Number	Bargaining Unit	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8
~~1~~	-	~~\$ 3,301~~	~~\$ 3,417~~	~~\$ 3,536~~	~~\$ 3,661~~	~~\$ 3,789~~	~~\$ 3,922~~	~~\$ 4,058~~	~~\$ 4,220~~
~~1M~~	IAM	~~\$ 2,823~~	~~\$ 2,939~~	~~\$ 3,058~~	~~\$ 3,183~~	~~\$ 3,311~~	~~\$ 3,444~~	~~\$ 3,580~~	~~\$ 3,742~~
~~2~~	-	~~\$ 3,384~~	~~\$ 3,503~~	~~\$ 3,624~~	~~\$ 3,752~~	~~\$ 3,884~~	~~\$ 4,020~~	~~\$ 4,159~~	~~\$ 4,326~~
~~3~~	-	~~\$ 3,468~~	~~\$ 3,591~~	~~\$ 3,716~~	~~\$ 3,846~~	~~\$ 3,981~~	~~\$ 4,120~~	~~\$ 4,264~~	~~\$ 4,435~~
Vehicle Service Worker I	IAM	-	-	-	-	-	-	-	-
~~3M~~	IAM	~~\$ 2,990~~	~~\$ 3,113~~	~~\$ 3,238~~	~~\$ 3,368~~	~~\$ 3,503~~	~~\$ 3,642~~	~~\$ 3,786~~	~~\$ 3,957~~
Vehicle Service Worker I	IAM	-	-	-	-	-	-	-	-
~~4~~	-	~~\$ 3,556~~	~~\$ 3,678~~	~~\$ 3,808~~	~~\$ 3,943~~	~~\$ 4,080~~	~~\$ 4,223~~	~~\$ 4,372~~	~~\$ 4,546~~
~~5~~	-	~~\$ 3,645~~	~~\$ 3,772~~	~~\$ 3,904~~	~~\$ 4,040~~	~~\$ 4,182~~	~~\$ 4,327~~	~~\$ 4,478~~	~~\$ 4,658~~
~~6~~	-	~~\$ 3,736~~	~~\$ 3,867~~	~~\$ 4,003~~	~~\$ 4,142~~	~~\$ 4,287~~	~~\$ 4,436~~	~~\$ 4,592~~	~~\$ 4,775~~
~~7~~	-	~~\$ 3,829~~	~~\$ 3,963~~	~~\$ 4,102~~	~~\$ 4,244~~	~~\$ 4,395~~	~~\$ 4,548~~	~~\$ 4,706~~	~~\$ 4,893~~
~~7M~~	IAM	~~\$ 3,351~~	~~\$ 3,485~~	~~\$ 3,624~~	~~\$ 3,766~~	~~\$ 3,917~~	~~\$ 4,070~~	~~\$ 4,228~~	~~\$ 4,415~~
~~8~~	-	~~\$ 3,925~~	~~\$ 4,062~~	~~\$ 4,204~~	~~\$ 4,350~~	~~\$ 4,502~~	~~\$ 4,661~~	~~\$ 4,824~~	~~\$ 5,017~~
~~9~~	-	~~\$ 4,022~~	~~\$ 4,162~~	~~\$ 4,311~~	~~\$ 4,460~~	~~\$ 4,616~~	~~\$ 4,777~~	~~\$ 4,945~~	~~\$ 5,143~~
Vehicle Service Worker II	IAM	-	-	-	-	-	-	-	-
~~9M~~	IAM	~~\$ 3,544~~	~~\$ 3,684~~	~~\$ 3,833~~	~~\$ 3,982~~	~~\$ 4,138~~	~~\$ 4,299~~	~~\$ 4,467~~	~~\$ 4,665~~
Vehicle Service Worker II—Fire	IAM	-	-	-	-	-	-	-	-
~~10~~	-	~~\$ 4,124~~	~~\$ 4,267~~	~~\$ 4,416~~	~~\$ 4,572~~	~~\$ 4,732~~	~~\$ 4,895~~	~~\$ 5,068~~	~~\$ 5,271~~
~~10T~~	Teamsters	~~\$ 3,916~~	~~\$ 4,059~~	~~\$ 4,208~~	~~\$ 4,364~~	~~\$ 4,524~~	~~\$ 4,687~~	~~\$ 4,860~~	~~\$ 5,063~~
Maintenance Worker I— Grounds	Teamsters	-	-	-	-	-	-	-	-
~~11~~	-	~~\$ 4,227~~	~~\$ 4,375~~	~~\$ 4,526~~	~~\$ 4,685~~	~~\$ 4,850~~	~~\$ 5,019~~	~~\$ 5,196~~	~~\$ 5,403~~

Vehicle Parts Specialist	IAM	-	-	-	-	-	-	-	-
11M	IAM	\$ 3,749	\$ 3,897	\$ 4,048	\$ 4,207	\$ 4,372	\$ 4,541	\$ 4,718	\$ 4,925
Vehicle Parts Specialist—Fire	IAM	-	-	-	-	-	-	-	-
12	-	\$ 4,331	\$ 4,486	\$ 4,640	\$ 4,802	\$ 4,971	\$ 5,145	\$ 5,325	\$ 5,538
13	-	\$ 4,441	\$ 4,596	\$ 4,756	\$ 4,924	\$ 5,095	\$ 5,273	\$ 5,458	\$ 5,674
Senior Vehicle Parts Specialist	IAM	-	-	-	-	-	-	-	-
13M	IAM	\$ 3,963	\$ 4,118	\$ 4,278	\$ 4,446	\$ 4,617	\$ 4,795	\$ 4,980	\$ 5,196
Senior Vehicle Parts Specialist	IAM	-	-	-	-	-	-	-	-
13T	Teamsters	\$ 4,233	\$ 4,388	\$ 4,548	\$ 4,716	\$ 4,887	\$ 5,065	\$ 5,250	\$ 5,466
Maintenance Worker II— Grounds	Teamsters	-	-	-	-	-	-	-	-
14	-	\$ 4,551	\$ 4,709	\$ 4,876	\$ 5,046	\$ 5,223	\$ 5,406	\$ 5,595	\$ 5,820
15	-	\$ 4,664	\$ 4,829	\$ 4,997	\$ 5,171	\$ 5,353	\$ 5,541	\$ 5,734	\$ 5,962
15T	Teamsters	\$ 4,456	\$ 4,621	\$ 4,789	\$ 4,963	\$ 5,145	\$ 5,333	\$ 5,526	\$ 5,754
Grounds Maintenance Specialist I	Teamsters	-	-	-	-	-	-	-	-
16	-	\$ 4,781	\$ 4,949	\$ 5,122	\$ 5,302	\$ 5,487	\$ 5,677	\$ 5,879	\$ 6,114
17	-	\$ 4,903	\$ 5,072	\$ 5,251	\$ 5,434	\$ 5,623	\$ 5,823	\$ 6,024	\$ 6,265
17T	Teamsters	\$ 4,695	\$ 4,864	\$ 5,043	\$ 5,226	\$ 5,415	\$ 5,615	\$ 5,816	\$ 6,057
Grounds Chemical Specialist	Teamsters	-	-	-	-	-	-	-	-
Grounds Maintenance Specialist II	Teamsters	-	-	-	-	-	-	-	-
Irrigation Specialist	Teamsters	-	-	-	-	-	-	-	-
18	-	\$ 5,024	\$ 5,200	\$ 5,381	\$ 5,569	\$ 5,766	\$ 5,965	\$ 6,176	\$ 6,423
19	-	\$ 5,150	\$ 5,329	\$ 5,515	\$ 5,710	\$ 5,908	\$ 6,117	\$ 6,328	\$ 6,582
19T	Teamsters	\$ 4,942	\$ 5,121	\$ 5,307	\$ 5,502	\$ 5,700	\$ 5,909	\$ 6,120	\$ 6,374
Lead Maintenance Worker— Grounds	Teamsters	-	-	-	-	-	-	-	-
20	-	\$ 5,278	\$ 5,216	\$ 5,399	\$ 5,585	\$ 5,782	\$ 5,984	\$ 6,193	\$ 6,441

Mechanic		IAM	-	-	-	-	-	-	-		
21			-	\$ 5,410	\$ 5,599	\$ 5,794	\$ 6,000	\$ 6,208	\$ 6,425	\$ 6,651	\$ 6,916
22			-	\$ 5,545	\$ 5,738	\$ 5,942	\$ 6,146	\$ 6,363	\$ 6,586	\$ 6,816	\$ 7,090
Building Inspector I		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	-
22M			IAM	\$ 5,067	\$ 5,260	\$ 5,464	\$ 5,668	\$ 5,885	\$ 6,108	\$ 6,338	\$ 6,612
23			-	\$ 5,683	\$ 5,884	\$ 6,087	\$ 6,301	\$ 6,522	\$ 6,749	\$ 6,988	\$ 7,266
Plans Examiner I		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	-
24			-	\$ 5,827	\$ 6,029	\$ 6,241	\$ 6,459	\$ 6,684	\$ 6,920	\$ 7,160	\$ 7,447
Senior Mechanic		IAM									-
Code Enforcement Officer		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	-
24M			IAM	\$ 5,349	\$ 5,551	\$ 5,763	\$ 5,981	\$ 6,206	\$ 6,442	\$ 6,682	\$ 6,969
Emergency Equipment Mechanic		IAM	-	-	-	-	-	-	-	-	-
25			-	\$ 5,970	\$ 6,180	\$ 6,396	\$ 6,621	\$ 6,853	\$ 7,093	\$ 7,341	\$ 7,634
26			-	\$ 6,121	\$ 6,335	\$ 6,556	\$ 6,786	\$ 7,024	\$ 7,270	\$ 7,523	\$ 7,825
26M			IAM	\$ 5,643	\$ 5,857	\$ 6,078	\$ 6,308	\$ 6,546	\$ 6,792	\$ 7,045	\$ 7,347
27			-	\$ 6,274	\$ 6,494	\$ 6,722	\$ 6,956	\$ 7,201	\$ 7,451	\$ 7,712	\$ 8,020
Plans Examiner II		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	-
28			-	\$ 6,429	\$ 6,656	\$ 6,889	\$ 7,130	\$ 7,380	\$ 7,638	\$ 7,904	\$ 8,220
Building Inspector II		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	-
28M			IAM	\$ 5,951	\$ 6,178	\$ 6,411	\$ 6,652	\$ 6,902	\$ 7,160	\$ 7,426	\$ 7,742
Senior Emergency Equipment Mechanic		IAM	-	-	-	-	-	-	-	-	-
28T			Teamsters	\$ 6,221	\$ 6,448	\$ 6,681	\$ 6,922	\$ 7,172	\$ 7,430	\$ 7,696	\$ 8,012
29			-	\$ 6,592	\$ 6,821	\$ 7,061	\$ 7,309	\$ 7,564	\$ 7,828	\$ 8,102	\$ 8,427

30	-	\$ 6,757	\$ 6,993	\$ 7,237	\$ 7,492	\$ 7,754	\$ 8,024	\$ 8,306	\$ 8,637
30T	Teamsters	\$ 6,549	\$ 6,785	\$ 7,029	\$ 7,284	\$ 7,546	\$ 7,816	\$ 8,098	\$ 8,429
	Public Works Supervisor – Grounds	Teamsters	-	-	-	-	-	-	-
31	-	\$ 6,925	\$ 7,168	\$ 7,418	\$ 7,677	\$ 7,946	\$ 8,225	\$ 8,511	\$ 8,852
	Plans Examiner III	Plumbers & Steamfitters	-	-	-	-	-	-	-
32	-	\$ 7,097	\$ 7,347	\$ 7,604	\$ 7,870	\$ 8,145	\$ 8,431	\$ 8,725	\$ 9,075
	Building Inspector III	Plumbers & Steamfitters	-	-	-	-	-	-	-
33	-	\$ 7,275	\$ 7,531	\$ 7,795	\$ 8,067	\$ 8,348	\$ 8,643	\$ 8,945	\$ 9,302
	Plans Examiner IV	Plumbers & Steamfitters	-	-	-	-	-	-	-
34	-	\$ 7,457	\$ 7,719	\$ 7,989	\$ 8,270	\$ 8,557	\$ 8,858	\$ 9,169	\$ 9,535
	Lead Building Inspector	Plumbers & Steamfitters	-	-	-	-	-	-	-

Joint Coalition 2026 Salary Ranges January 1, 2026 -December 31, 2026									
Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,642	\$ 3,771	\$ 3,901	\$ 4,039	\$ 4,181	\$ 4,327	\$ 4,477	\$ 4,657
2		\$ 3,734	\$ 3,865	\$ 3,998	\$ 4,140	\$ 4,285	\$ 4,435	\$ 4,589	\$ 4,773
3		\$ 3,826	\$ 3,962	\$ 4,100	\$ 4,244	\$ 4,392	\$ 4,546	\$ 4,705	\$ 4,893
3M		\$ 3,348	\$ 3,484	\$ 3,622	\$ 3,766	\$ 3,914	\$ 4,068	\$ 4,227	\$ 4,415
4		\$ 3,923	\$ 4,058	\$ 4,201	\$ 4,351	\$ 4,501	\$ 4,660	\$ 4,823	\$ 5,016
4M		\$ 3,445	\$ 3,580	\$ 3,723	\$ 3,873	\$ 4,023	\$ 4,182	\$ 4,345	\$ 4,538
5		\$ 4,022	\$ 4,162	\$ 4,307	\$ 4,458	\$ 4,613	\$ 4,774	\$ 4,941	\$ 5,139
6		\$ 4,122	\$ 4,267	\$ 4,417	\$ 4,570	\$ 4,730	\$ 4,894	\$ 5,067	\$ 5,268
7		\$ 4,224	\$ 4,373	\$ 4,526	\$ 4,682	\$ 4,849	\$ 5,018	\$ 5,192	\$ 5,399

8		\$ 4,330	\$ 4,482	\$ 4,638	\$ 4,800	\$ 4,967	\$ 5,142	\$ 5,323	\$ 5,536
Vehicle Parts Specialist		IAM							
8M	IAM	\$ 3,852	\$ 4,004	\$ 4,160	\$ 4,322	\$ 4,489	\$ 4,664	\$ 4,845	\$ 5,058
Vehicle Parts Specialist - Fire		IAM							
9		\$ 4,437	\$ 4,592	\$ 4,756	\$ 4,920	\$ 5,093	\$ 5,271	\$ 5,456	\$ 5,674
Vehicle Service Worker		IAM							
9M	IAM	\$ 3,959	\$ 4,114	\$ 4,278	\$ 4,442	\$ 4,615	\$ 4,793	\$ 4,978	\$ 5,196
Vehicle Service Worker - Fire		IAM							
10		\$ 4,551	\$ 4,708	\$ 4,873	\$ 5,045	\$ 5,221	\$ 5,401	\$ 5,592	\$ 5,815
10T	Teamsters	\$ 4,343	\$ 4,500	\$ 4,665	\$ 4,837	\$ 5,013	\$ 5,193	\$ 5,384	\$ 5,607
Grounds Maintenance Worker - T		Teamsters							
11		\$ 4,664	\$ 4,828	\$ 4,993	\$ 5,169	\$ 5,351	\$ 5,538	\$ 5,733	\$ 5,962
Senior Vehicle Parts Specialist		IAM							
11M	IAM	\$ 4,186	\$ 4,350	\$ 4,515	\$ 4,691	\$ 4,873	\$ 5,060	\$ 5,255	\$ 5,484
Senior Vehicle Parts Specialist		IAM							
12		\$ 4,778	\$ 4,949	\$ 5,120	\$ 5,298	\$ 5,485	\$ 5,677	\$ 5,875	\$ 6,111
12M	IAM	\$ 4,300	\$ 4,471	\$ 4,642	\$ 4,820	\$ 5,007	\$ 5,199	\$ 5,397	\$ 5,633
13		\$ 4,901	\$ 5,071	\$ 5,247	\$ 5,433	\$ 5,622	\$ 5,818	\$ 6,021	\$ 6,260
Senior Vehicle Service Worker		IAM							
13M	IAM	\$ 4,423	\$ 4,593	\$ 4,769	\$ 4,955	\$ 5,144	\$ 5,340	\$ 5,543	\$ 5,782
Senior Vehicle Service Worker - Fire		IAM							
13T	Teamsters	\$ 4,693	\$ 4,863	\$ 5,039	\$ 5,225	\$ 5,414	\$ 5,610	\$ 5,813	\$ 6,052
14		\$ 5,021	\$ 5,195	\$ 5,380	\$ 5,567	\$ 5,763	\$ 5,965	\$ 6,174	\$ 6,422
15		\$ 5,147	\$ 5,328	\$ 5,514	\$ 5,705	\$ 5,906	\$ 6,114	\$ 6,326	\$ 6,578
15T	Teamsters	\$ 4,939	\$ 5,120	\$ 5,306	\$ 5,497	\$ 5,698	\$ 5,906	\$ 6,118	\$ 6,370
Grounds Maintenance Specialist		Teamsters							
Senior Grounds Maintenance Worker - T		Teamsters							
16		\$ 5,275	\$ 5,460	\$ 5,652	\$ 5,849	\$ 6,053	\$ 6,263	\$ 6,486	\$ 6,747
17		\$ 5,410	\$ 5,596	\$ 5,794	\$ 5,996	\$ 6,204	\$ 6,425	\$ 6,647	\$ 6,912
17M	IAM	\$ 4,932	\$ 5,118	\$ 5,316	\$ 5,518	\$ 5,726	\$ 5,947	\$ 6,169	\$ 6,434
17T	Teamsters	\$ 5,202	\$ 5,388	\$ 5,586	\$ 5,788	\$ 5,996	\$ 6,217	\$ 6,439	\$ 6,704

<u>Grounds Chemical Specialist</u>		<u>Teamsters</u>							
<u>Irrigation Specialist</u>		<u>Teamsters</u>							
<u>Senior Grounds Maintenance Specialist</u>		<u>Teamsters</u>							
<u>18</u>		<u>\$ 5,543</u>	<u>\$ 5,737</u>	<u>\$ 5,937</u>	<u>\$ 6,145</u>	<u>\$ 6,362</u>	<u>\$ 6,582</u>	<u>\$ 6,814</u>	<u>\$ 7,086</u>
<u>19</u>		<u>\$ 5,683</u>	<u>\$ 5,879</u>	<u>\$ 6,085</u>	<u>\$ 6,299</u>	<u>\$ 6,518</u>	<u>\$ 6,750</u>	<u>\$ 6,981</u>	<u>\$ 7,262</u>
<u>19T</u>	<u>Teamsters</u>	<u>\$ 5,475</u>	<u>\$ 5,671</u>	<u>\$ 5,877</u>	<u>\$ 6,091</u>	<u>\$ 6,310</u>	<u>\$ 6,542</u>	<u>\$ 6,773</u>	<u>\$ 7,054</u>
<u>Lead Maintenance Worker</u>		<u>Teamsters</u>							
<u>20</u>		<u>\$ 5,824</u>	<u>\$ 6,028</u>	<u>\$ 6,240</u>	<u>\$ 6,455</u>	<u>\$ 6,683</u>	<u>\$ 6,916</u>	<u>\$ 7,159</u>	<u>\$ 7,443</u>
<u>Fleet Services Technician</u>		<u>IAM</u>							
<u>21</u>		<u>\$ 5,969</u>	<u>\$ 6,178</u>	<u>\$ 6,393</u>	<u>\$ 6,620</u>	<u>\$ 6,850</u>	<u>\$ 7,088</u>	<u>\$ 7,339</u>	<u>\$ 7,631</u>
<u>Fleet Services Technician</u>		<u>IAM</u>							
<u>21M</u>		<u>\$ 5,491</u>	<u>\$ 5,700</u>	<u>\$ 5,915</u>	<u>\$ 6,142</u>	<u>\$ 6,372</u>	<u>\$ 6,610</u>	<u>\$ 6,861</u>	<u>\$ 7,153</u>
<u>22</u>		<u>\$ 6,118</u>	<u>\$ 6,331</u>	<u>\$ 6,556</u>	<u>\$ 6,782</u>	<u>\$ 7,022</u>	<u>\$ 7,266</u>	<u>\$ 7,521</u>	<u>\$ 7,823</u>
<u>Building Inspector I</u>		<u>Plumbers & Steamfitters</u>							
<u>Code Enforcement Officer</u>		<u>Plumbers & Steamfitters</u>							
<u>23</u>		<u>\$ 6,270</u>	<u>\$ 6,492</u>	<u>\$ 6,716</u>	<u>\$ 6,953</u>	<u>\$ 7,196</u>	<u>\$ 7,447</u>	<u>\$ 7,711</u>	<u>\$ 8,018</u>
<u>24</u>		<u>\$ 6,429</u>	<u>\$ 6,652</u>	<u>\$ 6,887</u>	<u>\$ 7,127</u>	<u>\$ 7,375</u>	<u>\$ 7,635</u>	<u>\$ 7,899</u>	<u>\$ 8,216</u>
<u>24M</u>	<u>IAM</u>	<u>\$ 5,951</u>	<u>\$ 6,174</u>	<u>\$ 6,409</u>	<u>\$ 6,649</u>	<u>\$ 6,897</u>	<u>\$ 7,157</u>	<u>\$ 7,421</u>	<u>\$ 7,738</u>
<u>25</u>		<u>\$ 6,587</u>	<u>\$ 6,819</u>	<u>\$ 7,058</u>	<u>\$ 7,306</u>	<u>\$ 7,561</u>	<u>\$ 7,826</u>	<u>\$ 8,100</u>	<u>\$ 8,422</u>
<u>Senior Fleet Services Technician</u>		<u>IAM</u>							
<u>25M</u>	<u>IAM</u>	<u>\$ 6,109</u>	<u>\$ 6,341</u>	<u>\$ 6,580</u>	<u>\$ 6,828</u>	<u>\$ 7,083</u>	<u>\$ 7,348</u>	<u>\$ 7,622</u>	<u>\$ 7,944</u>
<u>Fleet Services Emergency Technician</u>		<u>IAM</u>							
<u>26</u>		<u>\$ 6,754</u>	<u>\$ 6,990</u>	<u>\$ 7,234</u>	<u>\$ 7,487</u>	<u>\$ 7,750</u>	<u>\$ 8,022</u>	<u>\$ 8,301</u>	<u>\$ 8,633</u>
<u>27</u>		<u>\$ 6,923</u>	<u>\$ 7,166</u>	<u>\$ 7,417</u>	<u>\$ 7,675</u>	<u>\$ 7,945</u>	<u>\$ 8,220</u>	<u>\$ 8,509</u>	<u>\$ 8,849</u>
<u>28</u>		<u>\$ 7,094</u>	<u>\$ 7,344</u>	<u>\$ 7,601</u>	<u>\$ 7,866</u>	<u>\$ 8,142</u>	<u>\$ 8,427</u>	<u>\$ 8,721</u>	<u>\$ 9,069</u>
<u>Assistant Plans Examiner</u>		<u>Plumbers & Steamfitters</u>							
<u>28M</u>	<u>IAM</u>	<u>\$ 6,616</u>	<u>\$ 6,866</u>	<u>\$ 7,123</u>	<u>\$ 7,388</u>	<u>\$ 7,664</u>	<u>\$ 7,949</u>	<u>\$ 8,243</u>	<u>\$ 8,591</u>
<u>28T</u>	<u>Teamsters</u>	<u>\$ 6,886</u>	<u>\$ 7,136</u>	<u>\$ 7,393</u>	<u>\$ 7,658</u>	<u>\$ 7,934</u>	<u>\$ 8,219</u>	<u>\$ 8,513</u>	<u>\$ 8,861</u>

29		\$ 7,274	\$ 7,526	\$ 7,790	\$ 8,064	\$ 8,346	\$ 8,637	\$ 8,939	\$ 9,298
29M	IAM	\$ 6,796	\$ 7,048	\$ 7,312	\$ 7,586	\$ 7,868	\$ 8,159	\$ 8,461	\$ 8,820
	Senior Fleet Services Emergency Technician	IAM							
30		\$ 7,455	\$ 7,716	\$ 7,985	\$ 8,267	\$ 8,555	\$ 8,853	\$ 9,164	\$ 9,529
	Building Inspector II	Plumbers & Steamfitters							
30T	Teamsters	\$ 7,247	\$ 7,508	\$ 7,777	\$ 8,059	\$ 8,347	\$ 8,645	\$ 8,956	\$ 9,321
	Public Works Supervisor - T	Teamsters							
31		\$ 7,641	\$ 7,909	\$ 8,184	\$ 8,471	\$ 8,767	\$ 9,075	\$ 9,391	\$ 9,766
32		\$ 7,830	\$ 8,106	\$ 8,389	\$ 8,684	\$ 8,987	\$ 9,302	\$ 9,626	\$ 10,013
	Associate Plans Examiner	Plumbers & Steamfitters							
	Building Inspector III	Plumbers & Steamfitters							
33		\$ 8,027	\$ 8,309	\$ 8,601	\$ 8,901	\$ 9,210	\$ 9,537	\$ 9,869	\$ 10,263
34		\$ 8,228	\$ 8,517	\$ 8,815	\$ 9,125	\$ 9,441	\$ 9,773	\$ 10,117	\$ 10,519
	Lead Building Inspector	Plumbers & Steamfitters							
35		\$ 8,433	\$ 8,729	\$ 9,036	\$ 9,352	\$ 9,678	\$ 10,017	\$ 10,369	\$ 10,783
	Senior Plans Examiner	Plumbers & Steamfitters							

2024 Salary Schedule adjusted by 4% effective 1-1-2024

Joint Coalition 2024 Salary Ranges January 1, 2024 – December 31, 2024

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	-	\$ 3,433	\$ 3,554	\$ 3,677	\$ 3,807	\$ 3,941	\$ 4,079	\$ 4,220	\$ 4,389
1M	IAM	\$ 2,955	\$ 3,076	\$ 3,199	\$ 3,329	\$ 3,463	\$ 3,601	\$ 3,742	\$ 3,911
2	-	\$ 3,519	\$ 3,643	\$ 3,769	\$ 3,902	\$ 4,039	\$ 4,181	\$ 4,325	\$ 4,499
3	-	\$ 3,607	\$ 3,735	\$ 3,865	\$ 4,000	\$ 4,140	\$ 4,285	\$ 4,435	\$ 4,612
Vehicle Service Worker I	IAM	-	-	-	-	-	-	-	-
3M	IAM	\$ 3,129	\$ 3,257	\$ 3,387	\$ 3,522	\$ 3,662	\$ 3,807	\$ 3,957	\$ 4,134
Vehicle Service Worker I	IAM	-	-	-	-	-	-	-	-
4	-	\$ 3,698	\$ 3,825	\$ 3,960	\$ 4,101	\$ 4,243	\$ 4,392	\$ 4,547	\$ 4,728
5	-	\$ 3,791	\$ 3,923	\$ 4,060	\$ 4,202	\$ 4,349	\$ 4,500	\$ 4,657	\$ 4,844
6	-	\$ 3,885	\$ 4,022	\$ 4,163	\$ 4,308	\$ 4,458	\$ 4,613	\$ 4,776	\$ 4,966
7	-	\$ 3,982	\$ 4,122	\$ 4,266	\$ 4,414	\$ 4,571	\$ 4,730	\$ 4,894	\$ 5,089
7M	IAM	\$ 3,504	\$ 3,644	\$ 3,788	\$ 3,936	\$ 4,093	\$ 4,252	\$ 4,416	\$ 4,611
8	-	\$ 4,082	\$ 4,224	\$ 4,372	\$ 4,524	\$ 4,682	\$ 4,847	\$ 5,017	\$ 5,218
9	-	\$ 4,183	\$ 4,328	\$ 4,483	\$ 4,638	\$ 4,801	\$ 4,968	\$ 5,143	\$ 5,349
Vehicle Service Worker II	IAM	-	-	-	-	-	-	-	-
9M	IAM	\$ 3,705	\$ 3,850	\$ 4,005	\$ 4,160	\$ 4,323	\$ 4,490	\$ 4,665	\$ 4,871
Vehicle Service Worker II – Fire	IAM	-	-	-	-	-	-	-	-
10	-	\$ 4,289	\$ 4,438	\$ 4,593	\$ 4,755	\$ 4,921	\$ 5,091	\$ 5,271	\$ 5,482
10T	Teamsters	\$ 4,081	\$ 4,230	\$ 4,385	\$ 4,547	\$ 4,713	\$ 4,883	\$ 5,063	\$ 5,274
Maintenance Worker I – Grounds	Teamsters	-	-	-	-	-	-	-	-
11	-	\$ 4,396	\$ 4,550	\$ 4,707	\$ 4,872	\$ 5,044	\$ 5,220	\$ 5,404	\$ 5,619

Vehicle Parts Specialist	IAM	-	-	-	-	-	-	-	-
11M	IAM	\$ 3,918	\$ 4,072	\$ 4,229	\$ 4,394	\$ 4,566	\$ 4,742	\$ 4,926	\$ 5,141
Vehicle Parts Specialist—Fire	IAM	-	-	-	-	-	-	-	-
12	-	\$ 4,504	\$ 4,665	\$ 4,826	\$ 4,994	\$ 5,170	\$ 5,351	\$ 5,538	\$ 5,760
13	-	\$ 4,619	\$ 4,780	\$ 4,946	\$ 5,121	\$ 5,299	\$ 5,484	\$ 5,676	\$ 5,901
Senior Vehicle Parts Specialist	IAM	-	-	-	-	-	-	-	-
13M	IAM	\$ 4,141	\$ 4,302	\$ 4,468	\$ 4,643	\$ 4,821	\$ 5,006	\$ 5,198	\$ 5,423
Senior Vehicle Parts Specialist	IAM	-	-	-	-	-	-	-	-
13T	Teamsters	\$ 4,411	\$ 4,572	\$ 4,738	\$ 4,913	\$ 5,091	\$ 5,276	\$ 5,468	\$ 5,693
Maintenance Worker II— Grounds	Teamsters	-	-	-	-	-	-	-	-
14	-	\$ 4,733	\$ 4,897	\$ 5,071	\$ 5,248	\$ 5,432	\$ 5,622	\$ 5,819	\$ 6,053
15	-	\$ 4,851	\$ 5,022	\$ 5,197	\$ 5,378	\$ 5,567	\$ 5,763	\$ 5,963	\$ 6,200
15T	Teamsters	\$ 4,643	\$ 4,814	\$ 4,989	\$ 5,170	\$ 5,359	\$ 5,555	\$ 5,755	\$ 5,992
Grounds Maintenance Specialist I	Teamsters	-	-	-	-	-	-	-	-
16	-	\$ 4,972	\$ 5,147	\$ 5,327	\$ 5,514	\$ 5,706	\$ 5,904	\$ 6,114	\$ 6,359
17	-	\$ 5,099	\$ 5,275	\$ 5,461	\$ 5,651	\$ 5,848	\$ 6,056	\$ 6,265	\$ 6,516
17T	Teamsters	\$ 4,891	\$ 5,067	\$ 5,253	\$ 5,443	\$ 5,640	\$ 5,848	\$ 6,057	\$ 6,308
Grounds Chemical Specialist	Teamsters	-	-	-	-	-	-	-	-
Grounds Maintenance Specialist II	Teamsters	-	-	-	-	-	-	-	-
Irrigation Specialist	Teamsters	-	-	-	-	-	-	-	-
18	-	\$ 5,225	\$ 5,408	\$ 5,596	\$ 5,792	\$ 5,997	\$ 6,204	\$ 6,423	\$ 6,680
19	-	\$ 5,356	\$ 5,542	\$ 5,736	\$ 5,938	\$ 6,144	\$ 6,362	\$ 6,581	\$ 6,845
19T	Teamsters	\$ 5,148	\$ 5,334	\$ 5,528	\$ 5,730	\$ 5,936	\$ 6,154	\$ 6,373	\$ 6,637
Lead Maintenance Worker— Grounds	Teamsters	-	-	-	-	-	-	-	-
20	-	\$ 5,489	\$ 5,685	\$ 5,886	\$ 6,092	\$ 6,303	\$ 6,519	\$ 6,740	\$ 6,967

Mechanic		IAM	-	-	-	-	-	-	-	-	
21	-		\$ 5,626	\$ 5,823	\$ 6,026	\$ 6,240	\$ 6,456	\$ 6,682	\$ 6,917	\$ 7,193	
22	-		\$ 5,767	\$ 5,968	\$ 6,180	\$ 6,392	\$ 6,618	\$ 6,849	\$ 7,089	\$ 7,374	
Building Inspector I		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	
22M	IAM		\$ 5,289	\$ 5,490	\$ 5,702	\$ 5,914	\$ 6,140	\$ 6,371	\$ 6,611	\$ 6,896	
23	-		\$ 5,910	\$ 6,119	\$ 6,330	\$ 6,553	\$ 6,783	\$ 7,019	\$ 7,268	\$ 7,557	
Plans Examiner I		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	
24	-		\$ 6,060	\$ 6,270	\$ 6,491	\$ 6,717	\$ 6,951	\$ 7,197	\$ 7,446	\$ 7,745	
Senior Mechanic		IAM									-
Code Enforcement Officer		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	
24M	IAM		\$ 5,582	\$ 5,792	\$ 6,013	\$ 6,239	\$ 6,473	\$ 6,719	\$ 6,968	\$ 7,267	
Emergency Equipment Mechanic		IAM	-	-	-	-	-	-	-	-	
25	-		\$ 6,209	\$ 6,427	\$ 6,652	\$ 6,886	\$ 7,127	\$ 7,377	\$ 7,635	\$ 7,939	
26	-		\$ 6,366	\$ 6,588	\$ 6,818	\$ 7,057	\$ 7,305	\$ 7,561	\$ 7,824	\$ 8,138	
26M	IAM		\$ 5,888	\$ 6,110	\$ 6,340	\$ 6,579	\$ 6,827	\$ 7,083	\$ 7,346	\$ 7,660	
27	-		\$ 6,525	\$ 6,754	\$ 6,991	\$ 7,234	\$ 7,489	\$ 7,749	\$ 8,020	\$ 8,341	
Plans Examiner II		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	
28	-		\$ 6,686	\$ 6,922	\$ 7,165	\$ 7,415	\$ 7,675	\$ 7,944	\$ 8,220	\$ 8,549	
Building Inspector II		Plumbers & Steamfitters	-	-	-	-	-	-	-	-	
28M	IAM		\$ 6,208	\$ 6,444	\$ 6,687	\$ 6,937	\$ 7,197	\$ 7,466	\$ 7,742	\$ 8,071	
Senior Emergency Equipment Mechanic		IAM	-	-	-	-	-	-	-	-	
28T	Teamsters		\$ 6,478	\$ 6,714	\$ 6,957	\$ 7,207	\$ 7,467	\$ 7,736	\$ 8,012	\$ 8,341	
29	-		\$ 6,856	\$ 7,094	\$ 7,343	\$ 7,601	\$ 7,867	\$ 8,141	\$ 8,426	\$ 8,764	

30	-	\$ 7,027	\$ 7,273	\$ 7,526	\$ 7,792	\$ 8,064	\$ 8,345	\$ 8,638	\$ 8,982
30T	Teamsters	\$ 6,819	\$ 7,065	\$ 7,318	\$ 7,584	\$ 7,856	\$ 8,137	\$ 8,430	\$ 8,774
	Public Works Supervisor – Grounds	Teamsters	-	-	-	-	-	-	-
31	-	\$ 7,202	\$ 7,455	\$ 7,715	\$ 7,984	\$ 8,264	\$ 8,554	\$ 8,851	\$ 9,206
	Plans Examiner III	Plumbers & Steamfitters	-	-	-	-	-	-	-
32	-	\$ 7,381	\$ 7,641	\$ 7,908	\$ 8,185	\$ 8,471	\$ 8,768	\$ 9,074	\$ 9,438
	Building Inspector III	Plumbers & Steamfitters	-	-	-	-	-	-	-
33	-	\$ 7,566	\$ 7,832	\$ 8,107	\$ 8,390	\$ 8,682	\$ 8,989	\$ 9,303	\$ 9,674
	Plans Examiner IV	Plumbers & Steamfitters	-	-	-	-	-	-	-
34	-	\$ 7,755	\$ 8,028	\$ 8,309	\$ 8,601	\$ 8,899	\$ 9,212	\$ 9,536	\$ 9,916
	Lead Building Inspector	Plumbers & Steamfitters	-	-	-	-	-	-	-

Appendix B - Paid Time Off (PTO) Accrual Schedule Effective 10-1-2015

Employee Paid Time Off (PTO) Accrual Schedule For employees hired between January 1, 1980 and March 24, 2003 (Based on an 8 hour day)						
Year of Service	Hours Per Month	Days Per Year	Maximum Accumulation Hours / Days (Max amount of payout at separation)		Maximum Accumulation Hours / Days	
0 to 5	18.34	27.5	440	55	608	76
5+ to 10	20.34	30.5	488	61	656	82
10+ to 15	22.34	33.5	536	67	704	88
15+ to 20	24.34	36.5	584	73	752	94
20+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule For employees hired after March 24, 2003 (Based on an 8 hour day)						
Year of Service	Hours Per Month	Days Per Year	Maximum Accumulation Hours / Days (Max amount of payout at separation)		Maximum Accumulation Hours / Days	
0 to 2	15	22.5	360	45	528	66
2+ to 5	18.34	27.5	440	55	608	76
5+ to 10	20.34	30.5	488	61	656	82
10+ to 15	22.34	33.5	536	67	704	88
15+ to 20	24.34	36.5	584	73	752	94
20++	26.34	39.5	632	79	800	100

Appendix C – ~~2021-2025~~ Union Health Insurance Costs

Insurance Options:	Total Cost	City's Monthly Contribution	Employee's Monthly Premium Cost	Employee Monthly Premium Increase (from 2021)
Regence PPO w/ VSP vision				
Employee & Children	\$1,462.65	\$1,239.64	\$223.01	\$0.00
Employee & Spouse	\$1,706.33	\$1,431.70	\$274.63	\$0.00
Employee Only	\$811.97	\$727.00	\$84.97	\$0.00
Family	\$2,356.53	\$1,944.27	\$412.26	\$0.00
Regence PPO High-Deductible w/ VSP vision**				
Employee & Children	\$1,159.03	\$1,030.03	\$129.00	\$0.00
Employee & Spouse	\$1,352.20	\$1,201.64	\$150.56	\$0.00
Employee Only	\$643.73	\$572.10	\$71.63	\$0.00
Family	\$1,867.36	\$1,659.44	\$207.92	\$0.00
Kaiser				
Employee & Children	\$1,155.99	\$1,008.93	\$147.06	\$0.00
Employee & Spouse	\$1,284.41	\$1,113.19	\$171.22	\$0.00
Employee Only	\$642.16	\$591.70	\$50.46	\$0.00
Family	\$1,926.88	\$1,634.93	\$291.95	\$0.00
Kaiser High-Deductible**				
Employee & Children	\$803.64	\$740.36	\$63.28	\$0.00
Employee & Spouse	\$891.79	\$821.46	\$70.33	\$0.00
Employee Only	\$446.08	\$410.91	\$35.17	\$0.00
Family	\$1,337.88	\$1,232.40	\$105.48	\$0.00

Union Dental				
Delta Dental	Union Basic Dental (Total Cost)	City's Monthly Contribution	Basic Dental Employee's Monthly Premium Cost	Union Buy-up Dental* (Employee Portion for Buy-up, if elected)
Employee & Children	\$116.14	\$116.14	\$0.00	\$6.16
Employee & Spouse	\$89.00	\$89.00	\$0.00	\$4.70
Employee Only	\$50.37	\$50.37	\$0.00	\$2.69
Family	\$154.73	\$154.73	\$0.00	\$8.21

*** Dental Buy-up requires a 3-year commitment – must be on this plan 3 years before stopping the buy-up as long as you are eligible for benefits**

Kaiser Dental	Total Cost	City's Monthly Contribution	Employee's Monthly Premium Cost
Employee & Children	\$102.13	\$102.13	\$0.00
Employee & Spouse	\$113.48	\$113.48	\$0.00
Employee Only	\$56.74	\$56.74	\$0.00
Family	\$170.22	\$170.22	\$0.00

Insurance Options:	Total Cost	City Monthly Contribution	Employee Monthly Premium	Employee Monthly Premium Change (from 2024)
Regence PPO w/ VSP vision				
Employee & Children	\$1,776.62	\$1,519.96	\$256.66	-\$0.95
Employee & Spouse	\$2,072.58	\$1,756.72	\$315.86	\$0.88
Employee Only	\$986.30	\$887.68	\$98.62	-\$5.60
Family	\$2,862.34	\$2,388.52	\$473.82	\$5.85
Regence PPO High-Deductible w/ VSP vision**				
Employee & Children	\$1,446.28	\$1,237.38	\$208.90	\$51.47
Employee & Spouse	\$1,687.32	\$1,430.22	\$257.10	\$73.38
Employee Only	\$803.30	\$722.98	\$80.32	-\$7.15
Family	\$2,330.14	\$1,944.46	\$385.68	\$131.97
Kaiser				
Employee & Children	\$1,546.88	\$1,323.44	\$223.44	-\$99.75
Employee & Spouse	\$1,718.66	\$1,460.86	\$257.80	-\$109.07
Employee Only	\$859.28	\$773.36	\$85.92	-\$62.37
Family	\$2,578.38	\$2,148.64	\$429.74	-\$155.73
Kaiser High-Deductible**				
Employee & Children	\$1,107.04	\$947.10	\$159.94	-\$17.79
Employee & Spouse	\$1,228.46	\$1,044.22	\$184.24	-\$13.08
Employee Only	\$614.48	\$553.04	\$61.44	-\$37.25
Family	\$1,842.94	\$1,535.82	\$307.12	\$11.14

Non-Union Dental				
	Basic Dental (Total Cost)	City's Monthly Contribution	Basic Dental Employee's Monthly Premium Cost	Buy-up Dental* (Employee Cost if buy- up elected)
Delta Dental				
Employee & Children	\$117.82	\$117.82	\$0.00	\$6.26
Employee & Spouse	\$90.26	\$90.26	\$0.00	\$4.80
Employee Only	\$51.10	\$51.10	\$0.00	\$2.72
Family	\$156.98	\$156.98	\$0.00	\$8.32

* Dental Buy-up requires a 3-year commitment - must be on this plan 3 years (as long as you are still eligible for benefits)

Union Dental				
	Union Basic Dental (Total Cost)	City's Monthly Contribution	Basic Dental Employee's Monthly Premium Cost	Union Buy-up Dental* (Employee Cost if buy- up elected)
Delta Dental				
Employee & Children	\$120.16	\$120.16	\$0.00	\$6.38
Employee & Spouse	\$92.08	\$92.08	\$0.00	\$4.88
Employee Only	\$52.12	\$52.12	\$0.00	\$2.78
Family	\$160.10	\$160.10	\$0.00	\$8.48

* Dental Buy-up requires a 3-year commitment - must be on this plan 3 years (as long as you are still eligible for benefits)

	Total Cost	City's Monthly Contribution	Employee's Monthly Premium Cost
Kaiser Dental			
Employee & Children	\$98.10	\$98.10	\$0.00
Employee & Spouse	\$109.00	\$109.00	\$0.00
Employee Only	\$54.50	\$54.50	\$0.00
Family	\$163.50	\$163.50	\$0.00

2025 Opt-Out: \$431.42/month (taxable income to employee)

2022 Opt-Out: \$230/month (taxable income to employee)

International Machinists Union Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and International Machinists Union District Lodge #W24, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

- 1.1 Although the City of Vancouver maintains the ability to make work assignments as workload dictates, the city recognizes the work performed by mechanics shall be as follows: maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, cleaning, preparing and conditioning of all automotive parts, units and auxiliaries connected with passenger cars, motorcycles, tractors, trucks, shovels, trench digging, excavating equipment, fire apparatus, trucks, ladders and related equipment, other emergency equipment associated with fire emergency equipment and associated with fire emergency vehicles, and all types of machinery that are propelled by any type of combustion engine, and all of the machine or grinding processes connected with the foregoing including welding.
- 1.2 The primary work assignments of the Emergency Mechanics will remain focused on Fire Apparatus such as fire engines, fire trucks, water tenders, brush rigs, heavy rescue and specialty equipment.
- 1.3 None of the preceding work may be performed by the equipment superintendent and Equipment Mechanic Supervisor except de minimis work when no other mechanics are available.
- 1.4 Seniority for all mechanics will be defined as the length of service in that classification for the purpose of vacation scheduling, layoff for lack of work, overtime, and call back offers.

2. Employee Tools, Safety Boots and Safety Glasses

- 2.1 Each employee holding the position of mechanic or senior mechanic is required to provide, at their own expense, a basic set of tools appropriate to perform the work required of a journey level mechanic, including metric hand tools. The shop sets of metric tools [and insulated tools](#) currently provided by the city will remain available to employees, and may be expanded or replaced at the City's discretion.

2.2 Tool/Safety Boot Allowance

2.2.1 Each employee holding the following positions will be provided an annual tool/safety boot allowance as outlined below:

	<u>Mechanics</u> ~~Fleet services Technician~~	
~~\$1,320~~	<u>1,500</u>	
	Senior <u>Mechanics</u> ~~Fleet Services Technician~~	
~~\$1,500~~	<u>1,320</u>	
	<u>Fleet Services</u> Emergency <u>Equipment</u> ~~Mechanics Technician~~	
~~\$1,500~~	<u>1,320</u>	
	Senior <u>Fleet Services</u> Emergency <u>Equipment</u> ~~Mechanics Technician~~	
~~\$1,500~~	<u>1,320</u>	~~Senior~~ Vehicle Service Worker ~~H~~
	~~\$990~~ <u>1,125</u>	
	Vehicle Service Worker ~~I~~	~~\$660~~ <u>750</u>

This allowance is to be used for tool and safety boot replacement and upgrading an employee's tool inventory.

The tool/safety boot allowance will be made to the employee on a monthly basis (1/12th payment monthly) through payroll.

2.2.2 All employees in the above classifications must wear industrial safety toe shoes at all times.

2.2.3 The Employer agrees to insure, for fire and burglary, the hand tools (including the tool box and electronic test equipment) which are in the possession of the employee at the Employer's place of work. The employee will be responsible to annually digitally photograph all tools that they own and provide the Employer with a copy of such documentation. The camera used for this purpose shall be made available by the Employer. In addition, the employee will provide to the City a written inventory of all tools over ~~\$300~~ 400 in value, including make and model, which inventory would be necessary documentation to provide the city if the need arose to make a claim for the loss of those tools.

2.3 Safety Glasses

All shop employees must wear safety glasses, with the Employer providing said glasses. For employees that desire prescription safety glasses, the Employer will provide reimbursement for prescription safety glasses on an annual basis, up to an annual maximum of \$300. Reimbursement under this article is subject the employee providing detailed receipts of the purchase to the Employer.

3. Western Metal Industry Pension Plan

- 3.1 The members represented by Machinists Local 1432 will be allowed to participate in the Western Metals Industry Pension Plan by diverting part of their wages into the plan. The amount of the contribution will be determined by majority vote of the affected members of IAM Local 1432. The members employed at Operations and those at the Fire Department will vote as separate units.
- a. Rehabilitation Plan for the Western Metal Industry Pension Fund. Effective May 28, 2010 a rehabilitation plan was instituted for the pension plan due to a determined actuarial status of “critical.” The parties have agreed to follow the plan as outlined below until such time as there an amendment to or ending of the rehabilitation by the Plan.

<u>Effective Date</u>	<u>Contribution Rate</u>
<u>7-1-2016</u>	<u>\$1.96</u>
<u>7-1-2017</u>	<u>\$2.12</u>
<u>7-1-2018</u>	<u>\$2.28</u>
<u>7-1-2019</u>	<u>\$2.44</u>
<u>7-1-2020</u>	<u>\$2.60</u>
<u>7-1-2021</u>	<u>\$2.76</u>

- 3.2 This plan shall be in addition to, and will not replace, the Washington Public Employees Retirement System (PERS).

4. Shift Assignments

- 4.1 Assignment to vacancies on shifts will be made based upon seniority when the employee meets the qualifications of the new shift and the Employer’s work needs.
- 4.2 Shift preference must be filed more than three (3) working days prior to an organization effecting a shift change or declaring a job opening by submission of a dated open requisition. Forms will be provided and made available by the City. If an employee does not file a shift preference, it shall be assumed that the employee is on their preferred shift.
- 4.3 Under no circumstances will the provisions of this section be construed to enable an employee, at their request, to displace or “bump” a less senior employee from their job and shift.

5. **Emergency Equipment Mechanics Subsection:** In addition to Articles 1 - 4, the following language applies to Emergency Equipment Mechanics Only.

- 5.1 Job Requirements for Emergency Equipment Mechanics:

In order to apply for the position of emergency equipment mechanic, applicants must possess ASE certifications as noted in the job classification and job notice. In addition, within the time

period outlined in the job classification, emergency equipment mechanics must become certified in all EVT areas as outlined in the job classification.

- 5.2. The city shall pay all fees associated with maintaining ASE certifications, and with obtaining and maintaining EVT certifications. This shall include costs required for out-of-town travel, food, and lodging, associated with these exams.

6. VEBA Medical Reimbursement Plan

- 6.1 On behalf of all IAM members in the Union's bargaining unit employed in the Fire Shop of the City of Vancouver (the "group"), contributions on behalf of each employee in the group shall be mandatory and based on a payroll deduction. The dollar amount of pre-tax contribution shall be determined on an annual basis.

7. Working Out of Classification

- 7.1 When an employee is required to act as a temporary supervisor they shall be paid in accordance with Article 11.7 of the Agreement.

8. Termination and Renewal

- 8.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _____ day of _____, ~~2022~~2025.

For the Employer

For the Union

~~Erie Holmes~~Lon Pluckhahn, City Manager

Carol Krohn, IAM District Lodge #W24

~~Lisa Takaeh~~Antoinette Gasbarre, HR Director
Approved as to form:

~~Jonathan Young~~Nena Cook, City Attorney

Attest:

Natasha Ramras, City Clerk

Plumbers and Steamfitters Local 290 Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and Plumbers and Steamfitters, Local 290, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

- 1.1 The work of the Development Review Division and delegated by the Building Official as provided for in Vancouver Municipal Code, as represented by the United Association of Plumbers and Steamfitters Local 290, shall include all site inspections and plan review of all building, plumbing, mechanical, structural, electrical, property maintenance and zoning requirements, as well as any adopted building codes or standards of the City. Recognition of Development Review Division work groups are as follows: Building Inspection, Building Electrical Inspection, Building Plan Review and Code Compliance.

2. Acting or Out-of-Class Assignments

- 2.1 When acting or out-of-class for a maximum 6 month assignment opportunities are available to higher paying positions, preference shall be give on a rotation basis to qualified employees within the division/work group. The rotation list shall be by workgroup seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out of class assignment.

3. Training, Certification and License Allowance

- 3.1 Employees shall receive \$~~110~~120 per month for one (1) additional certification beyond the minimum required and relevant to job duties as per DRS Policy 1726 Employee Inspection Certification Allowance.
- 3.2 DRS Policy 1726 Employee Inspection Certification Allowance will be maintained by DRS for the term of this agreement. The policy will not be modified except by agreement with UA Local 290.
- 3.3 The Employer will, reimburse the employee for any fees paid for

required certification tests and renewals, and training. When an employee holds more than 1 certification, where possible and permissible by ICC, they will renew their certifications together. The employee will provide the City with evidence of satisfactory completion of any necessary tests.

- 3.4 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt and evidence of satisfactory completion of any necessary tests.

4. Employee Clothing Allowance

- 4.1 The Employer shall reimburse the employee for clothing required by the employer and/or WISHA, up to a maximum of ~~\$350~~400 per Inspector and Code Compliance Officer and ~~\$250~~300 per Plans Examiner per calendar year and where relevant and appropriate, that such clothing displays the City logo. When working in the field, employees are required to wear at least one piece of clothing with the City's name and logo visible at all times.
- 4.2 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt. Purchases will be made through a City approved catalog/website/contract. Any additional costs to put the logo onto purchased clothing will be counted in the maximum annual allowance.

5. Scheduled Overtime

- 5.1 Scheduled overtime and call back shall be offered to the assigned Project Inspector, Code Compliance Officer or Plans Examiner first, then to the most senior qualified person on the workgroup seniority list. If the seniority list is exhausted the least senior will be assigned the overtime or call back.

6. Termination and Renewal

- 6.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _____ day of _____, ~~2022~~2025.

For the Employer

For the Union

~~Eric Holmes~~Lon Pluckhahn, City Manager ~~Nichet Newsome~~Pat Christensen,
Plumbers and Steamfitters, Local 290

~~Lisa Takach~~Antoinette Gasbarre, HR Director

Approved as to form:

~~Jonathan Young~~Nena Cook, City Attorney

Attest:

Natasha Ramras, City Clerk

Teamsters, Local #58 Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the International Brotherhood of Teamsters, Local #58, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. License Fees

1.1 The City will pay all fees for certifications required by the City.

2. Termination and Renewal

2.1. Provisions for termination and renewal for this addendum shall be identical to the master agreement.

3. Acting or Out-Of-Class Assignments

3.1 When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class appointment.

4. Western Conference of Teamsters Pension Plan

4.1 Effective January 1, 2016, the Employer shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work of the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be eighty cents (\$0.80) per compensable hour.

Thereafter, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work in the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be allocated as follows:

Effective Date	Total \$/Hour
1/1/12	\$.60
1/1/13	\$.70
1/1/14	\$.80

1/1/17	\$1.00
1/1/18	\$1.20

All contributions to be allocated to the Basic Plan.

- 4.2 Otherwise-excluded employees or workers are to be included in the Employer-paid mandatory participation of the Western Conference of Teamsters Pension Plan if they are performing work within the jurisdiction of this unit, including those on a temporary or seasonal basis and those in a 'Supervisory' or 'Lead' position.
- 4.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trust of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be breach of this Agreement.
- 4.4 The Western Conference of Teamsters Pension Plan shall continue to be an additional retirement plan, and will not replace, the Washington Public Employees Retirement System (PERS).

5. Scheduled Overtime

- 5.1 Scheduled overtime will be from the grounds seniority list on a rotation basis by their city hire date. The assigned supervisor/designee will rotate through the seniority list consistently through each event. Multiple day events will be scheduled on a day by day basis.
- 5.2 Overtime will not be approved for staff on light duty, or work restrictions relevant to scheduled overtime.
- 5.3 Employees on their initial probation period may work scheduled overtime if they:
 - a. Possess valid CDL, if relevant to overtime and;
 - b. Successfully trained in operation of all equipment relevant to overtime.
 - c. Or work with another qualified employee.
- 5.4 An employee on probation may work overtime if it is the continuation of a normal work day to finish a specific task, and is approved by a supervisor/designee.
- 5.5 If employee is on PTO, the supervisor/designee will place one call to their primary phone. Employee will have until the of that normal work day to reply before next person is contacted.
- 5.6 Grounds employees in a career development role outside their work group will be contacted for overtime assignments following the rotation guidelines listed above.
- 5.7 Department cross training/rotation – employee will be contacted by supervisor/designee for overtime by placing one call to the employee's primary phone. Employee will have until the end of that normal work day to reply before the next person is contacted.
- 5.8 The assigned supervisor/designee will maintain a list that shows accepted or unaccepted overtime and dates.

6. Regular Appointments

- 6.1 When regular appointments are made, current employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

7. Shift Assignments

- 7.1 The Employer and the employee also recognize the need from time to time for temporary shift reassignments when an emergency does not exist. In these situations, the Employer agrees to give the employee a minimum of twenty-four (24) hours' notice in advance of the new shift starting time. Regular shift reassignments shall be according to Article 10 of the master agreement.
- 7.2 From time to time, 4-day week, ten (10) hour work schedules may be temporarily rescheduled to fill needs due to sick leave, military leave, or other unanticipated absences. This would involve transferring an employee from one period of four (4) consecutive days to another. Such rescheduling will not be subject to provisions for premium pay on the first, second, and third day; provided that the following criteria are met:
- 7.2.1 Any time a work schedule is changed, it will consist of consecutive days of work.
- 7.2.2 Employees will be notified of the rescheduling at least twenty-four (24) hours in advance of the new work schedule.
- 7.2.3 The shift change shall be of a temporary nature not to exceed thirty (30) days.
- 7.2.4 Employees may request shift changes, but the city shall assume no obligation for premium pay on the initial first, second, or third day of the new shift.

8. Wages

- 8.1 At the time of ratification of this agreement, employees, by a majority vote, may elect to divert wages from the negotiated increase, into the pension to be contributed into the Western Conference of Teamsters Pension Plan during the first year of this Agreement.
- 8.2 Employees by a majority vote may elect to divert negotiated wage increases into the pension to be contributed to into the "Western Conference of Teamsters Pension Plan" on an annual basis.
- 8.3 Homeless Camp Clean up
- Scheduled homeless clean-up designated by the HART team or other City management representative that are deemed a public health hazard will be paid an additional hourly rate of \$1.00 above the assigned employees pay for working such assignment. The premium will not be paid for hazards or camp clean-up found as part of regularly assigned duties associated with sanitation and maintenance of City parks and facilities.

9. Corrections Crews and Volunteer Use and Limitations

- 9.1 This section is limited to establish the use of corrections crews and volunteers including instituting limitations on the same.
- 9.2 Corrections crews and volunteers are controlled by the employer and may be utilized with limitations as approved by the Operations Center Manager or designee. Work performed by the corrections crews shall be directed by employees of the bargaining unit.
- 9.3 Work performed by corrections crews and volunteers is limited to the following:
- a) Storm debris cleanup and removal;
 - b) Litter patrol cleanup duties including emptying trash bins and performing hand cleanup;
 - c) Use of manual tools for raking shrub beds, medians, turf areas around tree bases and headstones and the raking of grass and heavy clippings;
 - d) Manual weeding and invasive vegetation removal other than the exclusions subject to paragraph (e) below;
 - e) Use of weed eaters and edgers only for park perimeters, right of ways and/or- overgrown areas and medians except for manicured areas;¹
 - f) Use of back pack blowers;
 - g) Hand painting of picnic table boards;
 - h) Volunteer work shall be mutually agreed upon between the employer and the Union*
 - i) Other work as mutually agreed upon between the employer and the Union*.

*Union Stewards are designated by the union business representative to act as the Union's volunteer coordinator for the purpose of entering into an agreement for work projects identified herein.

Effective October 19, 2011 and through the life of this Agreement, in the event of layoffs, the tasks subject to paragraph (e) shall not be permitted by corrections crews, except for safety/liability sensitive areas including medians and right of ways.

Dated this _____ day of _____, ~~2022~~2025.

For the Employer

For the Union

~~Eric Holmes~~Lon Pluckhahn, City Manager ~~Walter LaChapelle~~Tom Alcomendas, Teamsters, Local #58

~~Lisa Takaeh~~Antoinette Gasbarre, HR Director

Approved as to form:

~~Jonathan Young~~Nena Cooke, City Attorney

Attest:

Natasha Ramras, City Clerk

Agreement
by and between
City of Vancouver
and
Joint Labor Coalition

Teamsters, Local #58
IAM, District Lodge #W24
Plumbers & Steamfitters, Local #290

January 1, 2025 – December 31, 2026

Joint Labor Coalition Contract

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Joint Labor Coalition Master Agreement

This agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Joint Labor Coalition, comprised of those local Unions and associations affiliated with national Unions and associations described herein and hereinafter referred to as the Coalition or the Union for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized the Coalition as the exclusive collective bargaining representative.

1. Recognition and Bargaining Unit

- 1.1 The Employer hereby recognizes the Unions listed below as the exclusive bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular half-time employees employed within the bargaining unit of this agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, professional, temporary, seasonal and part-time workers or employees.
 - 1.1.1 All employees of the Grounds Maintenance Division of the Operations Center of the Public Works Department, as indicated on Appendix A to the master agreement, represented by Local #58, International Brotherhood of Teamsters, hereinafter referred to as the Union.
 - 1.1.2 All employees of the Equipment Services Division of the Public Works Department, including the Vancouver Fire Shop Personnel, as indicated on Appendix A to the master agreement, represented by District Lodge, #W24, International Association of Machinists, hereinafter referred to as the Union.
 - 1.1.3 All employees of Development Review Division (DRD) as indicated on Appendix A to the master agreement, represented by the Plumbers and Steamfitters, Local #290, hereinafter referred to as the Union.
 - 1.1.4 Seniority – At the date of ratification of the contract by all signatories to this Agreement, City seniority and bargaining unit seniority are of equal value, except for purposes of layoff and bumping as provided for in Article 26.
 - 1.1.5 The classifications of employees covered by this agreement are set forth in Appendix A which is attached hereto and made a part of this agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.
 - 1.1.6 In instances where contract language is in conflict with addenda, the addenda takes precedence over the Master Agreement.

2. Nondiscrimination

- 2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active military duty or employees who have been honorably discharged, or any other criteria established by state or federal statutes, rules or regulations.
- 2.2 Whenever words denoting the masculine gender are used in this agreement, they are intended to apply equally to either gender.
- 2.3 There shall be no discrimination or harassment exercised against any employee covered by this agreement because of his or her membership or Union activities.

3. Rights of Management

- 3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the workforce, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:
 - 3.1.1 To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;
 - 3.1.2 To determine the number of employees to be employed;
 - 3.1.3 To hire employees, determine their qualifications and assign and direct their work;
 - 3.1.4 To evaluate employees' performance;
 - 3.1.5 To set the standards of productivity, and the services to be provided;
 - 3.1.6 To control and regulate the use of facilities, equipment, and other property of the Employer;
 - 3.1.7 To determine the number, location and operation of departments, divisions, and all other units of the Employer;
 - 3.1.8 Determine the methods, processes and means of providing municipal services;
 - 3.1.9 Appoint and/or lateral transfer the assignment of employees to specific jobs within their job classification or title.
- 3.2 The Employer has the right to introduce any and all new, improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining

unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This article recognizes an employee's right to use the grievance procedures set forth in Article 21 below.

4. Union Security

4.1 The terms and conditions of this agreement in regard to Union security are as follows:

- 4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.2 Any bargaining unit employee, as defined in Article 1.1 of this Agreement, who does not want to become a member of the Union, has the option to pay fees in an amount equal to Union dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.3 Those employees of the Employer as defined in 1.1 to this agreement, who do not elect to become a member of the Union and pay Union dues; or who do not pay fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.
- 4.1.4 The Union agrees to provide the Employer with Union dues deduction assignment forms for each employee who desires to pay their Union dues and initiation fees by payroll deduction. The Employer will deduct such dues from the wages of the employees and forward them to the Union each month.
- 4.1.5 In the event an employee covered by the bargaining unit notifies the Employer that the employee no longer elects to have dues or fees deducted from their pay, the Employer shall notify the Union of the notification within five (5) working days.
- 4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within twenty-one (21) business days of employment:
 - a. If the information is available, the City will provide a listing of bargaining unit employees hired, promoted or terminated in an editable format within twenty-one (21) Business days. Such listing shall contain:
 - i. The employee's name and date of hire
 - ii. Employees cellular, home and work telephone numbers; work and personal email address; home/mailling address

iii. Employee's job title, salary and work site location

- b. At least every one-hundred twenty (120) business days, the Employer will provide a list of all bargaining unit members, including information listed in Article 4.1.6a and their department/section, classification, base pay, fulltime/part-time status and city seniority date. If specifically requested, the Employer will also provide the classification seniority for employees in the bargaining unit classifications requested. The process for calculating classification seniority is manual, and if such a request is made, the Employer will work with the union(s) to provide the information within a timeframe that is acceptable to both parties.
- c. Twice each year and upon request by the union, the employer shall provide, within 14 calendar days of the request, a listing of all non-represented employees, their classification and department.

4.1.7 The Union shall defend, indemnify and hold harmless the City and its officials, representatives and agents against any and all claims, suits orders, judgments, or liability arising from this Article.

5. Union Representatives and Union Activity

- 5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.
- 5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.
- 5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during working hours, other than as follows:
 - 1. Union representatives are allowed access to new employees at an agreed upon time by the City and Union, for purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
 - 2. Union representatives shall have access to new employees once for new employee orientation for no more than 30 minutes; and
 - 3. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.

The Employer agrees not to discriminate against any member of the Union for his or her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this agreement.

- 5.4 Employee officers of the Union or stewards shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City. For the purposes of attendance at the bargaining table, including individual union addendum bargaining sessions, not more than two (2) on duty employees per Union will be present. The Plumbers and Steamfitters, Local 290 agree that they will have one (1) paid City employee at the bargaining table.
- 5.4.1 Employee Union representatives shall request permission from their immediate manager for time away from their work assignment. Such request shall be granted provided the time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet accordingly.
- 5.4.2 Employee Union representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.
- 5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.
- 5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.
- 5.7 Use of City telephones or computers related to Union business
- a. City telephones or computers is allowed subject to the following:
1. When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
 2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
 3. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.
- b. The uses cited in "5.7 (a) may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

6. Strikes, Work Stoppages and Work Slowdowns

- 6.1 The Employer and the Union's signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the city institute a lockout.
- 6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

7. Identification of Jobs

- 7.1 Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this agreement.
- 7.2 The Employer shall have the sole responsibility for making work assignments. In the event of conflicting assignments from management representatives, the employee shall have the right to seek clarification from the directing management representative. The employee shall not be disciplined for following management directives.
- 7.3 When there is a change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct the classification review for the purpose of determining the appropriate job classification for the revised job. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, the employee shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his or her current range and continue to receive any step increases that are due.
- 7.4 The salary range for the new classification shall be established following Employer procedures so that the salary of the new class is competitive. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice, the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer shall negotiate with the Union with regard to establishment of an equitable salary range for the

new job class. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set forth in 21.3 of this agreement. The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

- 7.5 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union coalition.
- 7.6 During the life of this agreement, should the City perform a market study on wages, if any classification is above 105% or fall below 90% of the market rate, the parties agree to meet and confer on those classifications.

The City of Vancouver agrees to conduct a market study in 2020 of all positions in the Joint Labor Coalition, and will provide employees the opportunity to participate in the update of their job description.

8. Posting of Jobs

- 8.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the city before hiring new employees, providing the employees who apply have the required qualifications for the particular job.
- 8.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by employment policies in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for seven (7) regularly scheduled working days and shall be posted in each reporting duty station subject to this Agreement where employee access to Employer provided computer systems and its internet network is not made available.

The employment list may be effective up to six months. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

- 8.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

8.3.1 All applications will be collected directly by the Human Resources Department.

- 8.3.2 The Employer shall first view internal applications.
- 8.3.3 When the City receives two (2) or more internal applicants (per opening) who meet the minimum qualifications and staffing needs based on the job announcement, the recruitment shall be restricted to internal candidates.
- 8.3.4 If the Employer determines that there are less than two (2) internal applicants per opening, at any point in the process, who meet the qualifications and staffing needs as stated on the job announcement, the Employer may consider the internal and external applicants in its recruitment process simultaneously.

9. Probation

- 9.1 A newly hired or rehired employee is subject to a six (6) month probationary period. The probationary period for new employees may be extended, with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 9.2 Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion and voluntary demotion may be extended, with notification to the Union, to a maximum of six (6) additional months.

In the event an employee does not successfully complete a promotion/voluntary demotion probationary period, the employee will be assigned to the employee's original position (if available or vacant) or to another vacant position for which the employee is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

- 9.3 An employee who is transferred into a job within the same classification or accepts a lateral transfer into a different classification may serve a six (6) month probationary period as set forth in this section, if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which the employee is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position or another available vacant position for which the employee is qualified is not available, the employee will be placed on a reinstatement list for their original position or same classification for a maximum of thirty-six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.
- 9.4 Nothing in this Article shall restrict an employee's entitlement to applicable provisions impacting wages and benefits.

10. Work Week, Hours of Work, Shifts

10.1 The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.

10.2 Work Schedule

The normal assigned work schedule shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule. Other work schedules may be determined by mutual agreement of the Union and the Employer.

10.3 Work Shift

Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to call-back pay provisions of 11.4 of this agreement.

10.3.1 An emergency is defined as a natural event or unexpected circumstance which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

10.3.2 Normal shift starting times shall begin within the following time frames:

First shift - 7:00 p.m. to 4:59 a.m. (graveyard)

Second shift - 5:00 a.m. to 11:59 a.m. (day shift)

Third shift - 12:00 noon to 6:59 p.m. (swing shift)

Regular assignments to openings on shifts will be made based on seniority when the employee meets the qualifications of the new shift and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty days. If the most senior employees decline then a less senior employee may be assigned.

10.4 Rest Periods

Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20 minute paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon their return to the work site.

11. Rates of Pay

11.1 Wages

All bargaining Unit wages will be set as outlined in Appendix “A” to this agreement. Salary adjustments shall be calculated from step 1 of range 1.

Upon ratification of the 2025-2026 contract, employees who were active Joint Labor Coalition members and eligible to vote on the ratification of the 2025-2026 Joint Labor Coalition collective bargaining agreement will receive a one-time payment of \$400.00 (gross), prorated based on FTE status (e.g. a 0.5 FTE will receive \$200).

Effective upon ratification

Salary schedule will be adjusted by three percent (3%)

Effective January 1, 2026

The 2025 salary schedules for covered classification wages shall be adjusted by three percent (3%).

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11.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

11.2 Salary Step Plan

Employees receive a “meets” or “exceeds expectations” on their annual performance review will move through the defined salary steps on an annual basis, based on adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month. If an employee receives a “needs improvement” their annual step increase may be delayed for up to 120 days.

11.2.1 Promoted Employees

At the time of promotion, employees will move to the step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the

top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

11.2.2 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

11.2.3 Laterally Transferred Employees

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

11.2.4 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as CDL) at a lower level, and then give them the time to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. An example is the Grounds Maintenance Specialist I/II classification. At the time the position is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from that date and annually thereafter up to the top of the new range.

- 11.3 The hourly rate of the employee will be their monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

11.4 *Callback Pay*

Employees who have completed their regular shift, are on the way home, or at home, and are required to work other than a continuation of their shift, shall be paid at double their base rate of pay for hours worked. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

11.4.1 Overtime and Callback Time

All scheduled overtime and/or call back time shall be offered on a seniority basis by Department, starting with the most senior qualified person. At the Operations Center, when this departmental seniority list is exhausted, the Master Operations Center Seniority list will then be used. The most senior employees have the option as to placement on the call out list. Seniority is defined as length of employment with the city. In work groups who have an employee receiving standby pay per Article 11.4.3, the initial call will go to the employee carrying the pager or cell phone who will be responsible for the call. Call back pay shall be paid in accordance with Article 11.4 and overtime shall be paid in accordance with Article 11.5.1. Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

11.4.2 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum. Special pay premiums, such as holiday pay, do not apply to time paid under this article.

11.4.3 Stand by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs, the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of \$150.00 per week or \$21.43 per day. The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

11.5 *Overtime Compensation*

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work starting with the least senior qualified employee.

11.5.1 Overtime compensation will start anytime an employee is required to work beyond the end of their shift (typically eight (8) hours or ten (10) hours per shift) and will be

compensated to the nearest quarter hour, at the rate of time and one-half (1 ½) for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedule within their defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

11.5.2 Any employee required to work on their first day of rest, or their first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at their base rate plus one-half of their base rate or time and one-half (1½).

11.5.3 Any employee required to work on their second day of rest, or their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at their base rate plus their base rate (double time) for the first eight (8) hours of work, and for any hours worked over eight (8) shall be compensated at her/her base rate plus time and one-half (2 ½ times). If the employee voluntarily chooses to work on these days of rest, the employee shall be compensated as outlined in 11.5.2, above.

11.5.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.

11.5.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation.

11.5.5.1 The decision to grant comp time as an alternative to paid overtime shall be at the Employer's discretion.

11.5.5.2 Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three (3) consecutive days of rest).

11.5.5.3 The maximum accrual shall be eighty (80) hours.

11.5.5.4 Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

11.5.5.5 In the event an employee is affected by layoff from their regular position, the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

11.6 *Shift Differential*

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 10.3.2 shall be paid a shift differential of two dollars (\$2.00) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 10.3.2 shall be paid a

shift differential of two dollars and twenty-five cents (\$2.25) per hour for hours worked. For purposes of shift differential payment, regularly scheduled includes scheduled overtime, but does not include call back or extension of shift overtime. Requested assignments made to accommodate an employee's personal situation and shifts picked up on overtime do not qualify for shift differential. Employee regularly scheduled on first or third shift, will receive their regular shift differential payment when scheduled for work-related meetings or training on day shift.

11.7 *Working Out-of-Class*

11.7.1 An employee who is temporarily assigned by management, in writing, to perform the assigned duties and responsibilities of a higher level position shall be paid either at a rate 5% above their current rate of pay, (not to exceed the top of the range for the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

11.7.1.1 An employee must be assigned for a period of three (3) or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

11.7.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for a period of more than 30 days.

11.7.3 The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned; provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

11.7.4 A position may be career developed up to a maximum of one (1) year.

12. Leave Benefits

12.1 *Paid Time Off (PTO)*

12.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50 – 0.90 FTE position will accrue PTO hours on a pro-rated basis to the maximum.

Bereavement leave and military leave are separate categories as specified in 12.4 and 12.5 of this article, below.

- 12.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when the employee terminates employment. All leave time may be used in a minimum of 30-minute segments.

- 12.1.3 PTO time off must be approved by the supervisor. Normally at least five (5) working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. PTO scheduling within the division shall be based on seniority within the city and shall be limited to a two (2) week block per selection.

- 12.1.4 "Unscheduled PTO" is defined as time off that is requested less than twenty-four (24) hours prior to the day of the leave. Unscheduled PTO needs to be reflected on an employee's timecard. Guidelines on the frequency and use of unscheduled PTO time will be established within individual divisions or departments.

12.2 *Grandfathered Sick Leave Cash Out*

Any employee hired before January 1, 1980, and retiring from the Employer with a bank of grandfathered sick leave shall be paid a sum equal to 50 percent (50%) of their accrued and unused grandfathered sick leave.

12.3 *Paid Leave while on FMLA Leave*

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing PTO, grandfathered sick leave, and/or compensatory time, with the choice of which category to draw on first at the employee's option, except when approved for Washington Paid Family and Medical Leave (PFML). At the employee's option, the employee may reserve up to forty (40) hours of PTO leave in their bank and elect to take leave without pay.

12.4 *Bereavement Leave*

A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and

grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household. Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account or sick leave account, if applicable under FMLA or as required by law, with the approval of the supervisor. It is understood that the policy extends to similar members of a domestic partner's family as detailed above.

The City reserves the right to require documentation of the death using a standard form provided by the City.

If an employee is on approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least 50% of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during bereavement leave shall be paid as a holiday, if eligible for holiday pay.

12.5 *Military Leave*

The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

During periods of military conflict, an employee who is married to a military member of the US Armed Forces, National Guard or Reserves will be granted up to fifteen (15) days of unpaid leave before their deployment. Employees are eligible for this leave per deployment. The spouse must provide the Employer a copy of the member's orders.

12.6 *Family Leave – FMLA and Washington State Family Care Act*

Family leave shall be administered in accordance with applicable federal and state laws, including the Family and Medical Leave Act (FMLA) and the Washington State Family Care Act (RCW 49.12.270).

- **FMLA Leave:** Employees who meet the eligibility criteria under the Family and Medical Leave Act (FMLA) are entitled to up to twelve (12) weeks of leave for qualifying reasons in accordance with federal law. Leave taken under FMLA will run concurrently with any applicable leave entitlements.
- **Washington State Family Care Act:** Under the Washington State Family Care Act, employees are entitled to use available paid leave (sick leave, vacation, or compensatory time) to care for the illness, injury, disability (including maternity), or qualifying health condition of a family member as defined in RCW 49.12.270. Qualified family members include children, spouses, parents, parents-in-law, grandparents, or others as provided by state law.

12.7 *Pregnancy/Childbirth Disability Leave*

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13. **Holidays**

13.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Juneteenth -- June 19
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
Native American Heritage Day - Fourth Friday in November
Christmas Day -- December 25

13.2 Any of the above holidays which may fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

13.3 Any employee whose normal work schedule requires him/her to work on a holiday may schedule eight (8) hours off at any time after the holiday, mutually agreed upon by the supervisor and the employee. Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank to use as time off in the future, after mutually agreed upon by the supervisor and the employee.

13.3.1 This holiday bank shall have a limit of forty (40) hours for each employee. Once the bank reaches the limit, all further time will be paid out at the appropriate rate.

13.4 Any employee who is on medically authorized leave when a holiday occurs will receive eight (8) hours pay for that holiday and will not have their PTO leave accrual charged. Employee will be eligible for holiday benefits if they are receiving at least fifty percent (50%) of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for holiday leave benefits.

13.5 Any employee who works on a city holiday, or its equivalent for shift personnel, shall be paid double their base rate for hours worked, plus pay for the holiday. Hours worked beyond eight (8) on the holiday shall be compensated at triple the employee's regular rate.

14. Employee Insurance

14.1 Employees covered by this agreement will be provided insurance benefits as follows:

14.2 **Life Insurance.** Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000 up to \$100,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

14.3 **Long Term Disability.** Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

14.4 Health Insurance.

A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:

a. Medical

- i. HMO Plan
- ii. HMO Plan – CDHP (Consumer Driven Health Plan)
- iii. PPO Plan
- iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. Dental

- i. PPO Plan
- ii. HMO Plan

B. Consumer Driven Health Plans (CDHP).

a. CDHP's will include a Health Savings Account (HSA).

i. The City will make a contribution to the Employee's HSA in the following amounts:

1. Employee-only coverage - \$1,600
2. Employee plus one or more dependents - \$3,200

b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. Premiums.

During the term of this contract the City contribution for premiums will be as follows:

1. Employee only – 90% of medical premiums
2. Employees eligible dependents – 80% of medical premiums

The Employee will contribute the remaining balance of the premium for themselves and their eligible dependents.

D. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

E. Flexible Spending Account (FSA).

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a FSA for reimbursable medical costs, dependent care costs, or premium sharing costs.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

14.5 It is understood that the type and level of benefits available from the City's health plan carriers may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Coalition. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

14.6 Dental Insurance.

The City will pay 100% of the employee and eligible dependent cost for selected dental insurance for the term of this agreement.

14.7 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

14.8 The Labor-Management Insurance Committee will meet no less than annually to share information on benefits (including, but not limited to health, dental, life and long-term disability insurance). The City may also use this forum to gather feedback, ideas and alternatives to current plan offerings and/or designs as needed.

15. Fitness for Duty

The parties recognize that employees have the responsibility to report to work fit for duty.

15.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

15.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

- a. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

- 15.3 The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

16. Retirement Plan

- 16.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

17. Training Program

- 17.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law. If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.
- 17.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.
- 17.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.
- 17.4 Any employee required to possess a certification for their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during their tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 22 of this contract if the Employer has fulfilled their responsibility in accordance with subsections 17.1 and 17.2 above.

18. Clothing, Tools and Safety Equipment

- 18.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.
- 18.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

19. Driver's Licenses

- 19.1 The parties recognize that the Federal Highway Administration (FHWA) has established regulations for employees required to have a Commercial Driver's license (CDL).

All employees in applicable positions are expected to obtain and maintain a commercial driver's license with such endorsement as necessary to operate vehicles assigned to their work unit.

Employees new to a position requiring a CDL shall be allowed up to six (6) months to obtain a CDL permit and up to one year to obtain the license. Both dates start from the date of hire into the position requiring a CDL. Failure to either obtain or maintain the required CDL may be grounds for discipline up to and including termination of employment.

The City will provide:

- 19.1.1 An opportunity for each employee to develop the skill required to obtain the license. Any employee earning their CDL through a certified program on the national registry and paid for by the City of Vancouver will sign a repayment agreement as a condition of employment in accordance with the following schedule at time of separation:
 - a. Less than one (1) year after the date of hire, employee will repay one-hundred 100% of the amount expended by the City of Vancouver.
 - b. After one (1) year but less than two (2) years after the date of hire, employee will repay the City of Vancouver, fifty percent (50%) of the amounts expended by the City of Vancouver.
 - c. After two (2) years but less than three (3) years after the date of hire, employee will repay the City of Vancouver twenty-five percent (25%) of the amounts expended by the City of Vancouver
 - d. If employee resigns or is terminated more than three (3) years after the date of hire, employee will not be required to repay any monies to the City of Vancouver.
- 19.1.2 Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because they fail any part of the exam, those charges shall be the employee's responsibility.
- 19.1.3 The required medical/physical examination, provided that, at the city option, the city may reimburse the employee for a physical examination by a physician of the Employer's choice. An employee wishing to use their own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.
- 19.1.4 Use of a city vehicle to take the practical/driving portion of the examination, on city time, provided that the city may require the employee demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.
- 19.1.5 All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.
- 19.2 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has their driver's license (or CDL for those employees required to have a CDL) revoked or suspended for one hundred twenty (120) days or less, then the Employer

will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license (or CDL for those employees required to have CDL) is revoked or suspended for more than one hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of their required driver's license or CDL and is actively appealing the basis for the loss through the justice system, the City will consider them eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license or CDL is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

- 19.3. Notwithstanding the provision of section 19.2 above, the Employer retains the right to pursue actions under Article 22 for inappropriate workplace behavior which results in their driver's license (or CDL for those employees required to have a CDL) being revoked or suspended.
- 19.4 If an employee in a job which requires a driver's license (or CDL for those employees required to have a CDL) has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license (or CDL for those employees required to have a CDL) and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and city policies.

20. Mileage Reimbursement, Parking Rates and Commute Trip Reduction (CTR)

- 20.1 Mileage Reimbursement- Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.
- 20.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.
 - 20.2.1 City-Owned or -Operated Lot Rates and On-Street Parking.

With respect to all parking options, city employees will be expected to pay the prevailing parking rates.
 - 20.2.3 Payment of Parking Fees

City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

20.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

- a. a taxable cash incentive (\$25) for bicycling, walking, or carpooling to work; or
- b. 100% of the cost of a bus pass; or
- c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

21. Grievance Procedure

21.1 Definition

For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement.

21.2 Procedure

The Union and Employer agree that written grievances alleged under this procedure will be subject to sincere and genuine efforts being made by the parties to adjust all problems at the lowest level possible, and in a manner consistent with the requirements in this Article.

Any grievance raised shall be limited to the written statement of grievance as provided for in the initial applicable step as identified herein.

A written grievance shall be required to include the following information:

- a. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
- b. Indicate the date(s) of the incident(s) grieved.
- c. Specify the remedy or solution to the grievance sought by the employee(s).

- d. Signed by the identified grievant(s), or in the case of a group grievance, signed by the steward of record.

Grievances shall be processed in accordance with the following procedures and may be submitted at the appropriate step, as mutually agreed:

- 21.2.1 Step 1: If a grievance is to be advanced under this procedure, it shall be presented by the employee to their immediate management representative (not covered by this Agreement) within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The management representative (not covered by this Agreement) shall meet with the aggrieved employee and the Union steward within ten (10) working days of the management representative's (not covered by this Agreement) receipt of the grievance. The parties agree to make every effort to settle the grievance promptly at this stage. Within ten (10) working days after such meeting, the management representative (not covered by this Agreement) shall mail or deliver a copy of their decision to the aggrieved employee, the Union and the department head.

- 21.2.2. Step 2: If the grievance remains unresolved after a decision is rendered by the management representative (not covered by this Agreement), it shall be reduced to writing and delivered to the department head or designee, within ten (10) working days after mailing or delivery of the decision reached in Step 1, above.

The department head or their designee and management representative (not covered by this Agreement), shall convene a meeting with the aggrieved employee and Union representative within ten (10) working days of receipt of the grievance. The department head or designee shall make a decision on the matter within ten (10) working days of such meeting. Copies of the written decision shall be mailed or hand delivered to the aggrieved employee, the Union and the City Manager.

- 21.2.3 Step 3: If the grievance remains unresolved after the decision has been rendered by the department head or designee, the Union shall in writing deliver the grievance to the City Manager or their designated representative, with a copy to the department head, within ten (10) working days after mailing or delivery of the decision reached in Step 2. The City Manager or their designee shall convene a meeting of the aggrieved, the Union representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting with copies of the aggrieved employee, the Union and the department head.

- 21.2.4 The Union will attempt to explain to management why the grievance is still unresolved as it moves up the steps towards arbitration, but the explanation will not have merit as to the step advancement.

21.3 *Arbitration*

If the grievance remains unresolved after a decision is rendered in Step 3 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 3.

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The city and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The parties shall abide by the award made in connection with any arbitral difference.

21.4 *Discipline or Termination Grievances and Grievances Subject to Group Filing*

A grievance of a disciplinary or termination action, or a group grievance that affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head or designee as set forth in Step 2 of the grievance procedure, and proceed as set forth there from.

21.5 *Time Restriction*

If the grievance is not filed or advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this agreement and applicable laws. The parties may mutually agree to extend the time limits for any step of this procedure and any extension shall be reduced to writing for a specified period of time. All references to "working days" in this Article shall exclude Saturdays, Sundays, and all holidays recognized in Article 13 of this Agreement.

22. Employee Discipline and Termination

- 22.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 22.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge. The degree of discipline administered shall depend on the severity of the infraction. Disciplinary action must be issued within thirty (30) calendar days after the Employer became aware of the offense, unless based on an extended pattern of performance or behavior. The thirty (30) calendar day timeline set forth herein may be extended upon mutual agreement between the Employer and the Union, except in cases of employee absence for any purpose and/or the unavailability of a Union representative. In those cases, the Employer is to issue the discipline to the employee upon their return to work and/or upon the next date of availability of a Union representative. Written reprimands may be grieved up to the City Manager or their designee, but not arbitration unless and until such time as such written reprimands are relied upon to support subsequent and timely discipline including suspension, transfer, delay of step increase, demotion or discharge.
- 22.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.
- 22.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their official personnel file maintained by Human Resources and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.
- 22.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or discharge.
- 22.6 Only management representatives who are not covered by this agreement may discipline employees above a written reprimand.

23. Performance Evaluations

- 23.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 23.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.

- 23.3 An employee may append their written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to human resources.

24. Tobacco Free Work Environment

- 24.1 All city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be tobacco free.

25. Non-Reduction of Wages and Working Conditions

- 25.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall not be reduced in view of the provisions of this agreement; provided, nothing in this section shall be construed to limit in any way, the Employer's rights under Article 3., Rights of Management, above, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees, and, (2) Reasonable opportunity is provided to discuss the change with the city.

26. Layoff, Recall, and Bumping

- 26.1 Layoff Procedure – Layoffs or reductions-in-force (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction-in-force or workload.
- 26.2 Alternatives to Layoff - The City will attempt to avoid layoffs, and whenever possible, shall consider alternatives to layoffs before final decisions are made. At the discretion of the City, these considerations may include:
- 26.2.1 To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that they meet the minimum qualifications for the job.
- 26.2.2 The City shall notify each employee subject to layoff of their rights and responsibilities as described in this Article. Such notification shall be reduced to writing and incorporated in each layoff notice the City issues to an employee subject to layoff.
- 26.3 After the City has identified the job classification, division (e.g. Grounds and Equipment Services), work group (e.g. Code Enforcement, Building Inspection, and Plans Examiners) or program area (e.g. Building and Code Compliance) being reduced, layoffs and resource reductions will be made in the following order:
- 26.3.1 Category 1 [Temporary, OSC, seasonal] and Category 2 [less than full-time, newly hired probationary employees] shall be laid-off prior to regular status, full-time employees. Part-time regular employees cannot bump less senior regular full-time employees.

26.3.2. The order in which employees will be laid off shall be determined based on Joint Labor Coalition seniority as defined in Section 26.7 of this Article.

26.3.3 Any exception to this will be mutually agreed to by the Union and City.

- 26.4 When an employee is identified for a layoff or reduction-in-force, they shall be permitted to move into a job or classification which they currently hold or has previously held, provided that the employee meets the minimum qualifications for the job. In doing so, the employee may “bump” the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.

An employee who bumps into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 22.

- 26.5 Notice to Union – Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-force will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.
- 26.6 Notice to Employees – Each employee identified for layoff shall be given at least thirty (30) calendar days’ notice of such layoff in writing, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

26.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.

- 26.7 Seniority – Seniority for the purposes of layoff, recall and bumping shall be based upon City seniority for all members covered under this Agreement as of the date of contract ratifications, thereafter employees transferring into any bargaining unit subject to this Agreement, shall have seniority defined as the employees most recent date of hire within the Joint Labor Coalition. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave due to protected leave provisions as provided for under state and federal regulations.
- 26.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for reinstatement for a period of a maximum of thirty-six (36) months following the date of

layoff. The names of persons laid off will be placed on a reinstatement list. When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 26.7 in determining who shall be offered reinstatement. Reinstatement notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

26.8.1 Employees in a reinstatement status may also apply and be considered for job openings outside their job classification prior to or after layoff. When an employee is reinstated within thirty-six (36) months to the job from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Any recalled or reinstated employee will have their PTO accrual rates and sick leave balance and accrual rates restored to the same levels as of the date of layoff.

26.8.2 Any employee who is reinstated to a job other than the position from which they were laid off may serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines.

26.8.3 Once an employee on the reinstatement list is offered a position, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number while on layoff status.

26.8.4 Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days. However, upon reinstatement, an employee's most recent hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in layoff status.

26.9 Eligibility for reinstatement ends if:

26.9.1 The employee refuses to accept an offer of reinstatement to a position in the same classification as that from which they were laid off.

26.9.2 The employee fails to respond to an offer of reinstatement within fourteen (14) calendar days following the date the offer is mailed.

26.9.3 The employee requests in writing to be removed from the reinstatement list.

26.9.4 The employee resigns or retires.

Definitions:

- A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same job classification or pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions of transfers are provided in Article 9.3.
- B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

27. Contracting-Out/Out-Sourcing

- 27.1 Should the City contract-out or out-source work which is currently being performed by Coalition Union employees, the City shall inform the Coalition and each affected Union and shall meet with the Coalition to impact bargain the effects.
- 27.2 Notwithstanding 27.1, the following notification and other procedures with regard to contracting out and outsourcing of bargaining unit work shall be implemented as indicated below.
 - 27.2.1 The City shall inform the Union at least thirty (30) days prior to making a decision to pursue the contracting out or outsourcing of work. The City shall provide the Union an opportunity for discussion of the matter, including alternative methods of performing the work and the effects on bargaining unit employees. During this thirty (30) day period the Union shall have the opportunity to submit an alternate proposal. The City will give the Union's proposal due consideration. At the end of the thirty (30) day period, the City shall determine next steps in the implementation of its decision.
- 27.3 If the Employer does not accept a union-proposed alternative and reaches a decision to implement a plan that displaces bargaining unit members, the parties shall enter into impact bargaining as identified under the provisions of 27.1

28. Temporary or Seasonal Workers

- 28.1 "Temporary or seasonal worker" for purposes of this article shall mean one who is hired to work not more than 1,040 hours in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 period. The Employer will not rotate temporaries through the same regular positions.
- 28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased work load, termination or disabilities of regular full time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon in writing by the City and the Union.
- 28.3 Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime.

The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

- 28.4 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

29. Conflict of Contract and City Employment Policies

- 29.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.
- 29.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.
- 29.3 Conflict in Language. When language in the Master Agreement conflicts with language in any applicable addendum, the applicable addendums shall take precedence over the Master Agreement.

30. Separability Clause

- 30.1 If an article of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

31. Termination and Renewal

- 31.1 This agreement and all attachments hereto shall be in full force and effect from January 1, 2025 through December 31, 2026 and shall continue in effect if renewed or extended by mutual agreement.
- 31.2 Not more than one hundred twenty (120) days and not less than sixty (60) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the agreement; provided that an earlier commencement may be scheduled by mutual agreement.

32. Labor-Management Committee

- 32.1 The Employer and the Coalition have established a labor-management committee which will meet on a regular basis. The committee shall include one (1) bargaining unit member and one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects and city employment policies shall be regular agenda items for this committee.

Dated this _____ day of _____, 2025.

For the Employer

For the Union

Lon Pluckhahn, City Manager

Pat Christensen, Plumbers & Steamfitters, #290

Antoinette Gasbarre, HR Director

Carol Krohn, IAM, District Lodge #W24

Tom Alcomendas, Teamsters, Local #58

Approved as to form:

Nena Cook, City Attorney

Attest:

Natasha Ramras, City Clerk

Appendix A - Pay Ranges

2025 Salary Schedule adjusted by 3% effective upon ratification 2025

2025 Salary Ranges January 1, 2025 - December 31, 2025									
Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,536	\$ 3,661	\$ 3,787	\$ 3,921	\$ 4,059	\$ 4,201	\$ 4,347	\$ 4,521
2		\$ 3,625	\$ 3,752	\$ 3,882	\$ 4,019	\$ 4,160	\$ 4,306	\$ 4,455	\$ 4,634
3		\$ 3,715	\$ 3,847	\$ 3,981	\$ 4,120	\$ 4,264	\$ 4,414	\$ 4,568	\$ 4,750
3M		\$ 3,237	\$ 3,369	\$ 3,503	\$ 3,642	\$ 3,786	\$ 3,936	\$ 4,090	\$ 4,272
4		\$ 3,809	\$ 3,940	\$ 4,079	\$ 4,224	\$ 4,370	\$ 4,524	\$ 4,683	\$ 4,870
4M	IAM	\$ 3,331	\$ 3,462	\$ 3,601	\$ 3,746	\$ 3,892	\$ 4,046	\$ 4,205	\$ 4,392
5		\$ 3,905	\$ 4,041	\$ 4,182	\$ 4,328	\$ 4,479	\$ 4,635	\$ 4,797	\$ 4,989
6		\$ 4,002	\$ 4,143	\$ 4,288	\$ 4,437	\$ 4,592	\$ 4,751	\$ 4,919	\$ 5,115
7		\$ 4,101	\$ 4,246	\$ 4,394	\$ 4,546	\$ 4,708	\$ 4,872	\$ 5,041	\$ 5,242
8		\$ 4,204	\$ 4,351	\$ 4,503	\$ 4,660	\$ 4,822	\$ 4,992	\$ 5,168	\$ 5,375
	Vehicle Parts Specialist IAM								
8M	IAM	\$ 3,726	\$ 3,873	\$ 4,025	\$ 4,182	\$ 4,344	\$ 4,514	\$ 4,690	\$ 4,897
	Vehicle Parts Specialist - Fire IAM								
9		\$ 4,308	\$ 4,458	\$ 4,617	\$ 4,777	\$ 4,945	\$ 5,117	\$ 5,297	\$ 5,509
	Vehicle Service Worker IAM								
9M	IAM	\$ 3,830	\$ 3,980	\$ 4,139	\$ 4,299	\$ 4,467	\$ 4,639	\$ 4,819	\$ 5,031
	Vehicle Service Worker - Fire IAM								
10		\$ 4,418	\$ 4,571	\$ 4,731	\$ 4,898	\$ 5,069	\$ 5,244	\$ 5,429	\$ 5,646
10T	Teamsters	\$ 4,210	\$ 4,363	\$ 4,523	\$ 4,690	\$ 4,861	\$ 5,036	\$ 5,221	\$ 5,438
	Grounds Maintenance Worker - T Teamsters								
11		\$ 4,528	\$ 4,687	\$ 4,848	\$ 5,018	\$ 5,195	\$ 5,377	\$ 5,566	\$ 5,788

Senior Vehicle Parts Specialist		IAM							
11M	IAM	\$ 4,050	\$ 4,209	\$ 4,370	\$ 4,540	\$ 4,717	\$ 4,899	\$ 5,088	\$ 5,310
Senior Vehicle Parts Specialist		IAM							
12		\$ 4,639	\$ 4,805	\$ 4,971	\$ 5,144	\$ 5,325	\$ 5,512	\$ 5,704	\$ 5,933
12M	IAM	\$ 4,161	\$ 4,327	\$ 4,493	\$ 4,666	\$ 4,847	\$ 5,034	\$ 5,226	\$ 5,455
13		\$ 4,758	\$ 4,923	\$ 5,094	\$ 5,275	\$ 5,458	\$ 5,649	\$ 5,846	\$ 6,078
Senior Vehicle Service Worker		IAM							
13M	IAM	\$ 4,280	\$ 4,445	\$ 4,616	\$ 4,797	\$ 4,980	\$ 5,171	\$ 5,368	\$ 5,600
Senior Vehicle Service Worker – Fire		IAM							
13T	Teamsters	\$ 4,550	\$ 4,715	\$ 4,886	\$ 5,067	\$ 5,250	\$ 5,441	\$ 5,638	\$ 5,870
14		\$ 4,875	\$ 5,044	\$ 5,223	\$ 5,405	\$ 5,595	\$ 5,791	\$ 5,994	\$ 6,235
15		\$ 4,997	\$ 5,173	\$ 5,353	\$ 5,539	\$ 5,734	\$ 5,936	\$ 6,142	\$ 6,386
15T	Teamsters	\$ 4,789	\$ 4,965	\$ 5,145	\$ 5,331	\$ 5,526	\$ 5,728	\$ 5,934	\$ 6,178
Grounds Maintenance Specialist		Teamsters							
Senior Grounds Maintenance Worker - T		Teamsters							
16		\$ 5,121	\$ 5,301	\$ 5,487	\$ 5,679	\$ 5,877	\$ 6,081	\$ 6,297	\$ 6,550
17		\$ 5,252	\$ 5,433	\$ 5,625	\$ 5,821	\$ 6,023	\$ 6,238	\$ 6,453	\$ 6,711
17M	IAM	\$ 4,774	\$ 4,955	\$ 5,147	\$ 5,343	\$ 5,545	\$ 5,760	\$ 5,975	\$ 6,233
17T	Teamsters	\$ 5,044	\$ 5,225	\$ 5,417	\$ 5,613	\$ 5,815	\$ 6,030	\$ 6,245	\$ 6,503
Grounds Chemical Specialist		Teamsters							
Irrigation Specialist		Teamsters							
Senior Grounds Maintenance Specialist		Teamsters							
18		\$ 5,382	\$ 5,570	\$ 5,764	\$ 5,966	\$ 6,177	\$ 6,390	\$ 6,616	\$ 6,880

19		\$ 5,517	\$ 5,708	\$ 5,908	\$ 6,116	\$ 6,328	\$ 6,553	\$ 6,778	\$ 7,050
19T	Teamsters	\$ 5,309	\$ 5,500	\$ 5,700	\$ 5,908	\$ 6,120	\$ 6,345	\$ 6,570	\$ 6,842
Lead Maintenance Worker	Teamsters								
20		\$ 5,654	\$ 5,852	\$ 6,058	\$ 6,267	\$ 6,488	\$ 6,715	\$ 6,950	\$ 7,226
21		\$ 5,795	\$ 5,998	\$ 6,207	\$ 6,427	\$ 6,650	\$ 6,882	\$ 7,125	\$ 7,409
Fleet Services Technician	IAM								
21M		\$ 5,317	\$ 5,520	\$ 5,729	\$ 5,949	\$ 6,172	\$ 6,404	\$ 6,647	\$ 6,931
22		\$ 5,940	\$ 6,147	\$ 6,365	\$ 6,584	\$ 6,817	\$ 7,054	\$ 7,302	\$ 7,595
Building Inspector I	Plumbers & Steamfitters								
Code Enforcement Officer	Plumbers & Steamfitters								
23		\$ 6,087	\$ 6,303	\$ 6,520	\$ 6,750	\$ 6,986	\$ 7,230	\$ 7,486	\$ 7,784
24		\$ 6,242	\$ 6,458	\$ 6,686	\$ 6,919	\$ 7,160	\$ 7,413	\$ 7,669	\$ 7,977
24M	IAM	\$ 5,764	\$ 5,980	\$ 6,208	\$ 6,441	\$ 6,682	\$ 6,935	\$ 7,191	\$ 7,499
25		\$ 6,395	\$ 6,620	\$ 6,852	\$ 7,093	\$ 7,341	\$ 7,598	\$ 7,864	\$ 8,177
Senior Fleet Services Technician	IAM								
25M	IAM	\$ 5,917	\$ 6,142	\$ 6,374	\$ 6,615	\$ 6,863	\$ 7,120	\$ 7,386	\$ 7,699
Fleet Services Emergency Technician	IAM								
26		\$ 6,557	\$ 6,786	\$ 7,023	\$ 7,269	\$ 7,524	\$ 7,788	\$ 8,059	\$ 8,382
27		\$ 6,721	\$ 6,957	\$ 7,201	\$ 7,451	\$ 7,714	\$ 7,981	\$ 8,261	\$ 8,591
28		\$ 6,887	\$ 7,130	\$ 7,380	\$ 7,637	\$ 7,905	\$ 8,182	\$ 8,467	\$ 8,805
Assistant Plans Examiner	Plumbers & Steamfitters								
28M	IAM	\$ 6,409	\$ 6,652	\$ 6,902	\$ 7,159	\$ 7,427	\$ 7,704	\$ 7,989	\$ 8,327
28T	Teamsters	\$ 6,679	\$ 6,922	\$ 7,172	\$ 7,429	\$ 7,697	\$ 7,974	\$ 8,259	\$ 8,597

29		\$ 7,062	\$ 7,307	\$ 7,563	\$ 7,829	\$ 8,103	\$ 8,385	\$ 8,679	\$ 9,027
29M	IAM	\$ 6,584	\$ 6,829	\$ 7,085	\$ 7,351	\$ 7,625	\$ 7,907	\$ 8,201	\$ 8,549
	Senior Fleet Services Emergency Technician	IAM							
30		\$ 7,238	\$ 7,491	\$ 7,752	\$ 8,026	\$ 8,306	\$ 8,595	\$ 8,897	\$ 9,251
	Building Inspector II	Plumbers & Steamfitters							
30T	Teamsters	\$ 7,030	\$ 7,283	\$ 7,544	\$ 7,818	\$ 8,098	\$ 8,387	\$ 8,689	\$ 9,043
	Public Works Supervisor - T	Teamsters							
31		\$ 7,418	\$ 7,679	\$ 7,946	\$ 8,224	\$ 8,512	\$ 8,811	\$ 9,117	\$ 9,482
32		\$ 7,602	\$ 7,870	\$ 8,145	\$ 8,431	\$ 8,725	\$ 9,031	\$ 9,346	\$ 9,721
	Associate Plans Examiner Building Inspector III	Plumbers & Steamfitters Plumbers & Steamfitters							
33		\$ 7,793	\$ 8,067	\$ 8,350	\$ 8,642	\$ 8,942	\$ 9,259	\$ 9,582	\$ 9,964
34		\$ 7,988	\$ 8,269	\$ 8,558	\$ 8,859	\$ 9,166	\$ 9,488	\$ 9,822	\$ 10,213
	Lead Building Inspector	Plumbers & Steamfitters							
35		\$ 8,187	\$ 8,475	\$ 8,773	\$ 9,080	\$ 9,396	\$ 9,725	\$ 10,067	\$ 10,469
	Senior Plans Examiner	Plumbers & Steamfitters							

2026 Salary Schedule adjusted by 3% effective 1-1-2026

Joint Coalition 2026 Salary Ranges January 1, 2026 -December 31, 2026									
Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,642	\$ 3,771	\$ 3,901	\$ 4,039	\$ 4,181	\$ 4,327	\$ 4,477	\$ 4,657
2		\$ 3,734	\$ 3,865	\$ 3,998	\$ 4,140	\$ 4,285	\$ 4,435	\$ 4,589	\$ 4,773
3		\$ 3,826	\$ 3,962	\$ 4,100	\$ 4,244	\$ 4,392	\$ 4,546	\$ 4,705	\$ 4,893
3M		\$ 3,348	\$ 3,484	\$ 3,622	\$ 3,766	\$ 3,914	\$ 4,068	\$ 4,227	\$ 4,415
4		\$ 3,923	\$ 4,058	\$ 4,201	\$ 4,351	\$ 4,501	\$ 4,660	\$ 4,823	\$ 5,016

4M		\$ 3,445	\$ 3,580	\$ 3,723	\$ 3,873	\$ 4,023	\$ 4,182	\$ 4,345	\$ 4,538
5		\$ 4,022	\$ 4,162	\$ 4,307	\$ 4,458	\$ 4,613	\$ 4,774	\$ 4,941	\$ 5,139
6		\$ 4,122	\$ 4,267	\$ 4,417	\$ 4,570	\$ 4,730	\$ 4,894	\$ 5,067	\$ 5,268
7		\$ 4,224	\$ 4,373	\$ 4,526	\$ 4,682	\$ 4,849	\$ 5,018	\$ 5,192	\$ 5,399
8		\$ 4,330	\$ 4,482	\$ 4,638	\$ 4,800	\$ 4,967	\$ 5,142	\$ 5,323	\$ 5,536
Vehicle Parts Specialist		IAM							
8M	IAM	\$ 3,852	\$ 4,004	\$ 4,160	\$ 4,322	\$ 4,489	\$ 4,664	\$ 4,845	\$ 5,058
Vehicle Parts Specialist - Fire		IAM							
9		\$ 4,437	\$ 4,592	\$ 4,756	\$ 4,920	\$ 5,093	\$ 5,271	\$ 5,456	\$ 5,674
Vehicle Service Worker		IAM							
9M	IAM	\$ 3,959	\$ 4,114	\$ 4,278	\$ 4,442	\$ 4,615	\$ 4,793	\$ 4,978	\$ 5,196
Vehicle Service Worker - Fire		IAM							
10		\$ 4,551	\$ 4,708	\$ 4,873	\$ 5,045	\$ 5,221	\$ 5,401	\$ 5,592	\$ 5,815
10T	Teamsters	\$ 4,343	\$ 4,500	\$ 4,665	\$ 4,837	\$ 5,013	\$ 5,193	\$ 5,384	\$ 5,607
Grounds Maintenance Worker - T		Teamsters							
11		\$ 4,664	\$ 4,828	\$ 4,993	\$ 5,169	\$ 5,351	\$ 5,538	\$ 5,733	\$ 5,962
Senior Vehicle Parts Specialist		IAM							
11M	IAM	\$ 4,186	\$ 4,350	\$ 4,515	\$ 4,691	\$ 4,873	\$ 5,060	\$ 5,255	\$ 5,484
Senior Vehicle Parts Specialist		IAM							
12		\$ 4,778	\$ 4,949	\$ 5,120	\$ 5,298	\$ 5,485	\$ 5,677	\$ 5,875	\$ 6,111
12M	IAM	\$ 4,300	\$ 4,471	\$ 4,642	\$ 4,820	\$ 5,007	\$ 5,199	\$ 5,397	\$ 5,633
13		\$ 4,901	\$ 5,071	\$ 5,247	\$ 5,433	\$ 5,622	\$ 5,818	\$ 6,021	\$ 6,260
Senior Vehicle Service Worker		IAM							
13M	IAM	\$ 4,423	\$ 4,593	\$ 4,769	\$ 4,955	\$ 5,144	\$ 5,340	\$ 5,543	\$ 5,782
Senior Vehicle Service Worker – Fire		IAM							
13T	Teamsters	\$ 4,693	\$ 4,863	\$ 5,039	\$ 5,225	\$ 5,414	\$ 5,610	\$ 5,813	\$ 6,052

14		\$ 5,021	\$ 5,195	\$ 5,380	\$ 5,567	\$ 5,763	\$ 5,965	\$ 6,174	\$ 6,422
15		\$ 5,147	\$ 5,328	\$ 5,514	\$ 5,705	\$ 5,906	\$ 6,114	\$ 6,326	\$ 6,578
15T	Teamsters	\$ 4,939	\$ 5,120	\$ 5,306	\$ 5,497	\$ 5,698	\$ 5,906	\$ 6,118	\$ 6,370
Grounds Maintenance Specialist		Teamsters							
Senior Grounds Maintenance Worker - T		Teamsters							
16		\$ 5,275	\$ 5,460	\$ 5,652	\$ 5,849	\$ 6,053	\$ 6,263	\$ 6,486	\$ 6,747
17		\$ 5,410	\$ 5,596	\$ 5,794	\$ 5,996	\$ 6,204	\$ 6,425	\$ 6,647	\$ 6,912
17M	IAM	\$ 4,932	\$ 5,118	\$ 5,316	\$ 5,518	\$ 5,726	\$ 5,947	\$ 6,169	\$ 6,434
17T	Teamsters	\$ 5,202	\$ 5,388	\$ 5,586	\$ 5,788	\$ 5,996	\$ 6,217	\$ 6,439	\$ 6,704
Grounds Chemical Specialist		Teamsters							
Irrigation Specialist		Teamsters							
Senior Grounds Maintenance Specialist		Teamsters							
18		\$ 5,543	\$ 5,737	\$ 5,937	\$ 6,145	\$ 6,362	\$ 6,582	\$ 6,814	\$ 7,086
19		\$ 5,683	\$ 5,879	\$ 6,085	\$ 6,299	\$ 6,518	\$ 6,750	\$ 6,981	\$ 7,262
19T	Teamsters	\$ 5,475	\$ 5,671	\$ 5,877	\$ 6,091	\$ 6,310	\$ 6,542	\$ 6,773	\$ 7,054
Lead Maintenance Worker		Teamsters							
20		\$ 5,824	\$ 6,028	\$ 6,240	\$ 6,455	\$ 6,683	\$ 6,916	\$ 7,159	\$ 7,443
Fleet Services Technician		IAM							
21		\$ 5,969	\$ 6,178	\$ 6,393	\$ 6,620	\$ 6,850	\$ 7,088	\$ 7,339	\$ 7,631
Fleet Services Technician		IAM							
21M		\$ 5,491	\$ 5,700	\$ 5,915	\$ 6,142	\$ 6,372	\$ 6,610	\$ 6,861	\$ 7,153
22		\$ 6,118	\$ 6,331	\$ 6,556	\$ 6,782	\$ 7,022	\$ 7,266	\$ 7,521	\$ 7,823
Building Inspector I		Plumbers & Steamfitters							
Code Enforcement Officer		Plumbers & Steamfitters							
23		\$ 6,270	\$ 6,492	\$ 6,716	\$ 6,953	\$ 7,196	\$ 7,447	\$ 7,711	\$ 8,018

24		\$ 6,429	\$6,652	\$6,887	\$7,127	\$7,375	\$7,635	\$7,899	\$8,216
24M	IAM	\$ 5,951	\$6,174	\$6,409	\$6,649	\$6,897	\$7,157	\$7,421	\$7,738
25		\$ 6,587	\$6,819	\$7,058	\$7,306	\$7,561	\$7,826	\$8,100	\$8,422
Senior Fleet Services Technician		IAM							
25M	IAM	\$ 6,109	\$6,341	\$6,580	\$6,828	\$7,083	\$7,348	\$7,622	\$7,944
Fleet Services Emergency Technician		IAM							
26		\$ 6,754	\$6,990	\$7,234	\$7,487	\$7,750	\$8,022	\$8,301	\$8,633
27		\$ 6,923	\$7,166	\$7,417	\$7,675	\$7,945	\$8,220	\$8,509	\$8,849
28		\$ 7,094	\$7,344	\$7,601	\$7,866	\$8,142	\$8,427	\$8,721	\$9,069
Assistant Plans Examiner			Plumbers & Steamfitters						
28M	IAM	\$ 6,616	\$6,866	\$7,123	\$7,388	\$7,664	\$7,949	\$8,243	\$8,591
28T	Teamsters	\$ 6,886	\$7,136	\$7,393	\$7,658	\$7,934	\$8,219	\$8,513	\$8,861
29		\$ 7,274	\$7,526	\$7,790	\$8,064	\$8,346	\$8,637	\$8,939	\$9,298
29M	IAM	\$ 6,796	\$7,048	\$7,312	\$7,586	\$7,868	\$8,159	\$8,461	\$8,820
Senior Fleet Services Emergency Technician		IAM							
30		\$ 7,455	\$7,716	\$7,985	\$8,267	\$8,555	\$8,853	\$9,164	\$9,529
Building Inspector II			Plumbers & Steamfitters						
30T	Teamsters	\$ 7,247	\$7,508	\$7,777	\$8,059	\$8,347	\$8,645	\$8,956	\$9,321
Public Works Supervisor - T		Teamsters							
31		\$ 7,641	\$7,909	\$8,184	\$8,471	\$8,767	\$9,075	\$9,391	\$9,766
32		\$ 7,830	\$8,106	\$8,389	\$8,684	\$8,987	\$9,302	\$9,626	\$10,013
Associate Plans Examiner			Plumbers & Steamfitters						
Building Inspector III			Plumbers & Steamfitters						
33		\$ 8,027	\$8,309	\$8,601	\$8,901	\$9,210	\$9,537	\$9,869	\$10,263

34	\$ 8,228	\$ 8,517	\$ 8,815	\$ 9,125	\$ 9,441	\$ 9,773	\$10,117	\$ 10,519
Lead Building Inspector		Plumbers & Steamfitters						
35	\$ 8,433	\$ 8,729	\$ 9,036	\$ 9,352	\$ 9,678	\$ 10,017	\$ 10,369	\$ 10,783
Senior Plans Examiner		Plumbers & Steamfitters						

Appendix B - Paid Time Off (PTO) Accrual Schedule
Effective 10-1-2015

Employee Paid Time Off (PTO) Accrual Schedule (Based on an 8 hour day)						
Year of Service	Hours Per Month	Days Per Year	Maximum Accumulation Hours / Days (Max amount of payout at separation)		Maximum Accumulation Hours / Days	
0 to 2	15	22.5	360	45	528	66
2+ to 5	18.34	27.5	440	55	608	76
5+ to 10	20.34	30.5	488	61	656	82
10+ to 15	22.34	33.5	536	67	704	88
15+ to 20	24.34	36.5	584	73	752	94
20++	26.34	39.5	632	79	800	100

Appendix C – 2025 Union Health Insurance Costs

Insurance Options:	Total Cost	City Monthly Contribution	Employee Monthly Premium	Employee Monthly Premium Change (from 2024)
Regence PPO w/ VSP vision				
Employee & Children	\$1,776.62	\$1,519.96	\$256.66	-\$0.95
Employee & Spouse	\$2,072.58	\$1,756.72	\$315.86	\$0.88
Employee Only	\$986.30	\$887.68	\$98.62	-\$5.60
Family	\$2,862.34	\$2,388.52	\$473.82	\$5.85
Regence PPO High-Deductible w/ VSP vision**				
Employee & Children	\$1,446.28	\$1,237.38	\$208.90	\$51.47
Employee & Spouse	\$1,687.32	\$1,430.22	\$257.10	\$73.38
Employee Only	\$803.30	\$722.98	\$80.32	-\$7.15
Family	\$2,330.14	\$1,944.46	\$385.68	\$131.97
Kaiser				
Employee & Children	\$1,546.88	\$1,323.44	\$223.44	-\$99.75
Employee & Spouse	\$1,718.66	\$1,460.86	\$257.80	-\$109.07
Employee Only	\$859.28	\$773.36	\$85.92	-\$62.37
Family	\$2,578.38	\$2,148.64	\$429.74	-\$155.73
Kaiser High-Deductible**				
Employee & Children	\$1,107.04	\$947.10	\$159.94	-\$17.79
Employee & Spouse	\$1,228.46	\$1,044.22	\$184.24	-\$13.08
Employee Only	\$614.48	\$553.04	\$61.44	-\$37.25
Family	\$1,842.94	\$1,535.82	\$307.12	\$11.14

Non-Union Dental				
	Basic Dental (Total Cost)	City's Monthly Contribution	Basic Dental Employee's Monthly Premium Cost	Buy-up Dental* (Employee Cost if buy- up elected)
Delta Dental				
Employee & Children	\$117.82	\$117.82	\$0.00	\$6.26
Employee & Spouse	\$90.26	\$90.26	\$0.00	\$4.80
Employee Only	\$51.10	\$51.10	\$0.00	\$2.72
Family	\$156.98	\$156.98	\$0.00	\$8.32

* Dental Buy-up requires a 3-year commitment - must be on this plan 3 years (as long as you are still eligible for benefits)

Union Dental				
	Union Basic Dental (Total Cost)	City's Monthly Contribution	Basic Dental Employee's Monthly Premium Cost	Union Buy-up Dental* (Employee Cost if buy- up elected)
Delta Dental				
Employee & Children	\$120.16	\$120.16	\$0.00	\$6.38
Employee & Spouse	\$92.08	\$92.08	\$0.00	\$4.88
Employee Only	\$52.12	\$52.12	\$0.00	\$2.78
Family	\$160.10	\$160.10	\$0.00	\$8.48

* Dental Buy-up requires a 3-year commitment - must be on this plan 3 years (as long as you are still eligible for benefits)

Kaiser Dental	Total Cost	City's Monthly Contribution	Employee's Monthly Premium Cost
Employee & Children	\$98.10	\$98.10	\$0.00
Employee & Spouse	\$109.00	\$109.00	\$0.00
Employee Only	\$54.50	\$54.50	\$0.00
Family	\$163.50	\$163.50	\$0.00

2025 Opt-Out: \$431.42/month (taxable income to employee)

International Machinists Union Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and International Machinists Union District Lodge #W24, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

- 1.1 Although the City of Vancouver maintains the ability to make work assignments as workload dictates, the city recognizes the work performed by mechanics shall be as follows: maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, cleaning, preparing and conditioning of all automotive parts, units and auxiliaries connected with passenger cars, motorcycles, tractors, trucks, shovels, trench digging, excavating equipment, fire apparatus, trucks, ladders and related equipment, other emergency equipment associated with fire emergency equipment and associated with fire emergency vehicles, and all types of machinery that are propelled by any type of combustion engine, and all of the machine or grinding processes connected with the foregoing including welding.
- 1.2 The primary work assignments of the Emergency Mechanics will remain focused on Fire Apparatus such as fire engines, fire trucks, water tenders, brush rigs, heavy rescue and specialty equipment.
- 1.3 None of the preceding work may be performed by the equipment superintendent and Equipment Mechanic Supervisor except de minimis work when no other mechanics are available.
- 1.4 Seniority for all mechanics will be defined as the length of service in that classification for the purpose of vacation scheduling, layoff for lack of work, overtime, and call back offers.

2. Employee Tools, Safety Boots and Safety Glasses

- 2.1 Each employee holding the position of mechanic or senior mechanic is required to provide, at their own expense, a basic set of tools appropriate to perform the work required of a journey level mechanic, including metric hand tools. The shop sets of metric tools and insulated tools currently provided by the city will remain available to employees, and may be expanded or replaced at the City's discretion.

2.2 *Tool/Safety Boot Allowance*

2.2.1 Each employee holding the following positions will be provided an annual tool/safety boot allowance as outlined below:

Fleet services Technician	\$1,500
Senior Fleet Services Technician	\$1,500
Fleet Services Emergency Technician	\$1,500
Senior Fleet Services Emergency Technician	\$1,500
Senior Vehicle Service Worker	\$1,125
Vehicle Service Worker	\$750

This allowance is to be used for tool and safety boot replacement and upgrading an employee's tool inventory.

The tool/safety boot allowance will be made to the employee on a monthly basis (1/12th payment monthly) through payroll.

2.2.2 All employees in the above classifications must wear industrial safety toe shoes at all times.

2.2.3 The Employer agrees to insure, for fire and burglary, the hand tools (including the tool box and electronic test equipment) which are in the possession of the employee at the Employer's place of work. The employee will be responsible to annually digitally photograph all tools that they own and provide the Employer with a copy of such documentation. The camera used for this purpose shall be made available by the Employer. In addition, the employee will provide to the City a written inventory of all tools over \$400 in value, including make and model, which inventory would be necessary documentation to provide the city if the need arose to make a claim for the loss of those tools.

2.3 *Safety Glasses*

All shop employees must wear safety glasses, with the Employer providing said glasses. For employees that desire prescription safety glasses, the Employer will provide reimbursement for prescription safety glasses on an annual basis, up to an annual maximum of \$300. Reimbursement under this article is subject the employee providing detailed receipts of the purchase to the Employer.

3. **Western Metal Industry Pension Plan**

3.1 The members represented by Machinists Local 1432 will be allowed to participate in the Western Metals Industry Pension Plan by diverting part of their wages into the plan. The amount of the

contribution will be determined by majority vote of the affected members of IAM Local 1432. The members employed at Operations and those at the Fire Department will vote as separate units.

- a. Rehabilitation Plan for the Western Metal Industry Pension Fund. Effective May 28, 2010 a rehabilitation plan was instituted for the pension plan due to a determined actuarial status of “critical.” The parties have agreed to follow the plan as outlined below until such time as there an amendment to or ending of the rehabilitation by the Plan.

<u>Effective Date</u>	<u>Contribution Rate</u>
<u>7-1-2016</u>	<u>\$1.96</u>
<u>7-1-2017</u>	<u>\$2.12</u>
<u>7-1-2018</u>	<u>\$2.28</u>
<u>7-1-2019</u>	<u>\$2.44</u>
<u>7-1-2020</u>	<u>\$2.60</u>
<u>7-1-2021</u>	<u>\$2.76</u>

- 3.2 This plan shall be in addition to, and will not replace, the Washington Public Employees Retirement System (PERS).

4. Shift Assignments

- 4.1 Assignment to vacancies on shifts will be made based upon seniority when the employee meets the qualifications of the new shift and the Employer’s work needs.
- 4.2 Shift preference must be filed more than three (3) working days prior to an organization effecting a shift change or declaring a job opening by submission of a dated open requisition. Forms will be provided and made available by the City. If an employee does not file a shift preference, it shall be assumed that the employee is on their preferred shift.
- 4.3 Under no circumstances will the provisions of this section be construed to enable an employee, at their request, to displace or “bump” a less senior employee from their job and shift.

5. Emergency Equipment Mechanics Subsection: In addition to Articles 1 - 4, the following language applies to Emergency Equipment Mechanics Only.

- 5.1 Job Requirements for Emergency Equipment Mechanics:

In order to apply for the position of emergency equipment mechanic, applicants must possess ASE certifications as noted in the job classification and job notice. In addition, within the time period outlined in the job classification, emergency equipment mechanics must become certified in all EVT areas as outlined in the job classification.

- 5.2. The city shall pay all fees associated with maintaining ASE certifications, and with obtaining and maintaining EVT certifications. This shall include costs required for out-of-town travel, food, and lodging, associated with these exams.

6. VEBA Medical Reimbursement Plan

- 6.1 On behalf of all IAM members in the Union's bargaining unit employed in the Fire Shop of the City of Vancouver (the "group"), contributions on behalf of each employee in the group shall be mandatory and based on a payroll deduction. The dollar amount of pre-tax contribution shall be determined on an annual basis.

7. Working Out of Classification

- 7.1 When an employee is required to act as a temporary supervisor they shall be paid in accordance with Article 11.7 of the Agreement.

8. Termination and Renewal

- 8.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _____ day of _____, 2025.

For the Employer

For the Union

Lon Pluckhahn, City Manager

Carol Krohn, IAM District Lodge #W24

Antoinette Gasbarre, HR Director
Approved as to form:

Nena Cook, City Attorney

Attest:

Natasha Ramras, City Clerk

Plumbers and Steamfitters Local 290 Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and Plumbers and Steamfitters, Local 290, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

- 1.1 The work of the Development Review Division and delegated by the Building Official as provided for in Vancouver Municipal Code, as represented by the United Association of Plumbers and Steamfitters Local 290, shall include all site inspections and plan review of all building, plumbing, mechanical, structural, electrical, property maintenance and zoning requirements, as well as any adopted building codes or standards of the City. Recognition of Development Review Division work groups are as follows: Building Inspection, Building Electrical Inspection, Building Plan Review and Code Compliance.

2. Acting or Out-of-Class Assignments

- 2.1 When acting or out-of-class for a maximum 6 month assignment opportunities are available to higher paying positions, preference shall be give on a rotation basis to qualified employees within the division/work group. The rotation list shall be by workgroup seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out of class assignment.

3. Training, Certification and License Allowance

- 3.1 Employees shall receive \$120 per month for one (1) additional certification beyond the minimum required and relevant to job duties as per DRS Policy 1726 Employee Inspection Certification Allowance.
- 3.2 DRS Policy 1726 Employee Inspection Certification Allowance will be maintained by DRS for the term of this agreement. The policy will not be modified except by agreement with UA Local 290.
- 3.3 The Employer will, reimburse the employee for any fees paid for

required certification tests and renewals, and training. When an employee holds more than 1 certification, where possible and permissible by ICC, they will renew their certifications together. The employee will provide the City with evidence of satisfactory completion of any necessary tests.

- 3.4 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt and evidence of satisfactory completion of any necessary tests.

4. Employee Clothing Allowance

- 4.1 The Employer shall reimburse the employee for clothing required by the employer and/or WISHA, up to a maximum of \$400 per Inspector and Code Compliance Officer and \$300 per Plans Examiner per calendar year and where relevant and appropriate, that such clothing displays the City logo. When working in the field, employees are required to wear at least one piece of clothing with the City's name and logo visible at all times.
- 4.2 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt. Purchases will be made through a City approved catalog/website/contract. Any additional costs to put the logo onto purchased clothing will be counted in the maximum annual allowance.

5. Scheduled Overtime

- 5.1 Scheduled overtime and call back shall be offered to the assigned Project Inspector, Code Compliance Officer or Plans Examiner first, then to the most senior qualified person on the workgroup seniority list. If the seniority list is exhausted the least senior will be assigned the overtime or call back.

6. Termination and Renewal

- 6.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _____ day of _____, 2025.

For the Employer

For the Union

Lon Pluckhahn, City Manager

Pat Christensen,
Plumbers and Steamfitters, Local 290

Antoinette Gasbarre, HR Director

Approved as to form:

Nena Cook, City Attorney

Attest:

Natasha Ramras, City Clerk

Teamsters, Local #58 Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the International Brotherhood of Teamsters, Local #58, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. License Fees

1.1 The City will pay all fees for certifications required by the City.

2. Termination and Renewal

2.1. Provisions for termination and renewal for this addendum shall be identical to the master agreement.

3. Acting or Out-Of-Class Assignments

3.1 When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class appointment.

4. Western Conference of Teamsters Pension Plan

4.1 Effective January 1, 2016, the Employer shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work of the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be eighty cents (\$0.80) per compensable hour.

Thereafter, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work in the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be allocated as follows:

Effective Date	Total \$/Hour
1/1/12	\$.60
1/1/13	\$.70
1/1/14	\$.80

1/1/17	\$1.00
1/1/18	\$1.20

All contributions to be allocated to the Basic Plan.

- 4.2 Otherwise-excluded employees or workers are to be included in the Employer-paid mandatory participation of the Western Conference of Teamsters Pension Plan if they are performing work within the jurisdiction of this unit, including those on a temporary or seasonal basis and those in a 'Supervisory' or 'Lead' position.
- 4.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trust of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be breach of this Agreement.
- 4.4 The Western Conference of Teamsters Pension Plan shall continue to be an additional retirement plan, and will not replace, the Washington Public Employees Retirement System (PERS).

5. Scheduled Overtime

- 5.1 Scheduled overtime will be from the grounds seniority list on a rotation basis by their city hire date. The assigned supervisor/designee will rotate through the seniority list consistently through each event. Multiple day events will be scheduled on a day by day basis.
- 5.2 Overtime will not be approved for staff on light duty, or work restrictions relevant to scheduled overtime.
- 5.3 Employees on their initial probation period may work scheduled overtime if they:
 - a. Possess valid CDL, if relevant to overtime and;
 - b. Successfully trained in operation of all equipment relevant to overtime.
 - c. Or work with another qualified employee.
- 5.4 An employee on probation may work overtime if it is the continuation of a normal work day to finish a specific task, and is approved by a supervisor/designee.
- 5.5 If employee is on PTO, the supervisor/designee will place one call to their primary phone. Employee will have until the of that normal work day to reply before next person is contacted.
- 5.6 Grounds employees in a career development role outside their work group will be contacted for overtime assignments following the rotation guidelines listed above.
- 5.7 Department cross training/rotation – employee will be contacted by supervisor/designee for overtime by placing one call to the employee's primary phone. Employee will have until the end of that normal work day to reply before the next person is contacted.
- 5.8 The assigned supervisor/designee will maintain a list that shows accepted or unaccepted overtime and dates.

6. Regular Appointments

- 6.1 When regular appointments are made, current employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

7. Shift Assignments

- 7.1 The Employer and the employee also recognize the need from time to time for temporary shift reassignments when an emergency does not exist. In these situations, the Employer agrees to give the employee a minimum of twenty-four (24) hours' notice in advance of the new shift starting time. Regular shift reassignments shall be according to Article 10 of the master agreement.
- 7.2 From time to time, 4-day week, ten (10) hour work schedules may be temporarily rescheduled to fill needs due to sick leave, military leave, or other unanticipated absences. This would involve transferring an employee from one period of four (4) consecutive days to another. Such rescheduling will not be subject to provisions for premium pay on the first, second, and third day; provided that the following criteria are met:
 - 7.2.1 Any time a work schedule is changed, it will consist of consecutive days of work.
 - 7.2.2 Employees will be notified of the rescheduling at least twenty-four (24) hours in advance of the new work schedule.
 - 7.2.3 The shift change shall be of a temporary nature not to exceed thirty (30) days.
 - 7.2.4 Employees may request shift changes, but the city shall assume no obligation for premium pay on the initial first, second, or third day of the new shift.

8. Wages

- 8.1 At the time of ratification of this agreement, employees, by a majority vote, may elect to divert wages from the negotiated increase, into the pension to be contributed into the Western Conference of Teamsters Pension Plan during the first year of this Agreement.
- 8.2 Employees by a majority vote may elect to divert negotiated wage increases into the pension to be contributed to into the "Western Conference of Teamsters Pension Plan" on an annual basis.
- 8.3 Homeless Camp Clean up

Scheduled homeless clean-up designated by the HART team or other City management representative that are deemed a public health hazard will be paid an additional hourly rate of \$1.00 above the assigned employees pay for working such assignment. The premium will not be paid for hazards or camp clean-up found as part of regularly assigned duties associated with sanitation and maintenance of City parks and facilities.

9. Corrections Crews and Volunteer Use and Limitations

- 9.1 This section is limited to establish the use of corrections crews and volunteers including instituting limitations on the same.
- 9.2 Corrections crews and volunteers are controlled by the employer and may be utilized with limitations as approved by the Operations Center Manager or designee. Work performed by the corrections crews shall be directed by employees of the bargaining unit.
- 9.3 Work performed by corrections crews and volunteers is limited to the following:
- a) Storm debris cleanup and removal;
 - b) Litter patrol cleanup duties including emptying trash bins and performing hand cleanup;
 - c) Use of manual tools for raking shrub beds, medians, turf areas around tree bases and headstones and the raking of grass and heavy clippings;
 - d) Manual weeding and invasive vegetation removal other than the exclusions subject to paragraph (e) below;
 - e) Use of weed eaters and edgers only for park perimeters, right of ways and/or overgrown areas and medians except for manicured areas;¹
 - f) Use of back pack blowers;
 - g) Hand painting of picnic table boards;
 - h) Volunteer work shall be mutually agreed upon between the employer and the Union*.
 - i) Other work as mutually agreed upon between the employer and the Union*.

*Union Stewards are designated by the union business representative to act as the Union's volunteer coordinator for the purpose of entering into an agreement for work projects identified herein.

Effective October 19, 2011 and through the life of this Agreement, in the event of layoffs, the tasks subject to paragraph (e) shall not be permitted by corrections crews, except for safety/liability sensitive areas including medians and right of ways.

Dated this _____ day of _____, 2025.

For the Employer

For the Union

Lon Pluckhahn, City Manager

Tom Alcomendas, Teamsters, Local #58

Antoinette Gasbarre, HR Director

Approved as to form:

Nena Cooke, City Attorney

Attest:

Natasha Ramras, City Clerk

Staff Report: 084-25

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Professional Service Agreements - On-Call Construction Management and Inspection Services

Key Points

- Public Works has successfully used “on-call” PSAs for several years to supplement City Construction Services staff during peak workloads.
- The most recent PSAs were established in 2020 and will expire in May 2025.
- The current objective is to establish new PSAs with six engineering consultants to provide “on-call” contract administration and construction inspection services.
- The PSAs would be for a period of up to five years, in an amount not to exceed \$1,500,000 for the life of each contract.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

Since 1999, the City’s Public Works Department has contracted with various companies for the provision of professional construction management and inspection services using “on-call” procedures. On-call procedures allow for a primary contract establishing rates and scope to be executed, but no work done or costs incurred until a project specific “task order” is issued. There are no costs or budgetary impacts until there is a task order for an active project.

In 2020, City Council authorized the establishment of five “on-call” contracts for professional construction management and inspection. These contracts were designed to provide the Construction Services Division of Public Works with maximum flexibility in staffing projects with professionals competent in the fields of construction management and inspection. These contracts were very successful in providing the City of Vancouver with flexibility in staffing projects during times of peak workload. All of these contracts will expire in May 2025.

Along with the standard advertising, firms from the Municipal Research and Service Center (MRSC) list, which includes veteran, minority, and women-owned firms, were notified of the solicitation and their qualification statements were requested. The City issued a Request for Qualifications (RFQ 5-25) for on-call professional construction management and inspection services. On January 22, 2025, responses were received from 13 companies. After a review of all proposals, six companies have been selected for proposed professional service contracts. The six companies are: PBS Engineering and Environmental LLC of Vancouver, WA, MacKay & Sposito, Inc. of Vancouver, WA, Consor North America, Inc. of Vancouver, WA, CMTS LLC of Portland, OR, Atlas Technical Consultants of Portland, OR, and OTAK, Inc. of Vancouver, WA.

Advantage(s)

1. Does not require the City to hire full-time employees to manage limited-duration peak construction season work.
2. Adds qualified and quality team members to the inspection/administration team for each project.
3. Provides construction management/inspection services within each project's budget.
4. Provides maximum flexibility to the Construction Services Division in ensuring that all projects are adequately and professionally staffed.
5. Allows for timely use of needed supplementary help. With the base contract in place, specific task orders can be issued in a relatively short timeframe.

Challenge(s)

Using consultant help is typically more expensive than using full-time City staff. However, the proposed contract arrangement allows the City to grow and shrink its workforce for short durations without the costs of hiring and laying off full-time employees.

Budget Impact

With on-call contracting, there is no budget encumbrance until a project need has been identified and a specific task order has been written. At that time, working within the project budget and using project funds, the master contract is utilized to quickly issue a task order.

Prior Council Review

None

Action Requested

On Monday, April 21, 2025, (1) authorize the City Manager to finalize and execute professional services agreements with PBS Engineering and Environmental LLC of Vancouver, WA, MacKay Sposito, Inc. of Vancouver, WA, Consor North America, Inc. of Vancouver, WA, CMTS LLC of Portland, OR, Atlas Technical Consultants of Portland, OR, and OTAK, Inc. of Vancouver, WA. for the provision of specialized project inspection and/or administration on an as-needed basis for five years in an amount not to exceed \$1,500,000 for the life of each contract and (2) authorize the City Manager, or designee, to execute specific task orders as needed for projects.

Staff Contact

Mario Lechuga, Civil Engineer 2, mario.lechuga@cityofvancouver.us

Attachments:

1. C-101942 draft Atlas
2. C-101943 draft CMTS
3. C-101944 draft MacKay
4. C-101945 draft Otak
5. C-101946 draft PBS
6. C-101947 draft Consor updated



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. 101942

ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Atlas Technical Consultants LLC, a limited liability company organized under the laws of the State of Delaware (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 5-25 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,500,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mario Lechuga, by email to mario.lechuga@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mario Lechuga, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, 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

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The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the May 1, 2025, and continues until April 30, 2030. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

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5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

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- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

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8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor

acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

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Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
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	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO 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.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 14. RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.
- 15. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 16. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 18. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 20. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 21. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

22. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

23. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Patrick Young

Atlas Technical Consulting LLC

5050 SW Sequoia Parkway, Ste 130

Portland, OR 97224

Email: Patrick.Young@oneatlas.com

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's

solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

27. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

28. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

29. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

30. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

31. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

32. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

33. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

34. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Atlas Technical Consulting LLC

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Consultants may be asked to perform some or all of the following tasks, along with any other related professional services on an on-call, task by task basis:

Project Management

- Act as the Contracting Agency's representative who directly supervises the engineering and administration of a construction Contract.
- Represent and negotiate on the behalf of the City in contract-related matters including changes to schedule, scope, and budget in order to ensure the terms of contracts are fulfilled by contractors.
- The Consultant may provide a full array of construction management services. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant may organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- The Consultant may coordinate Consultant tasks and activities with the City. This may include using bi-weekly meetings to plan and coordinate upcoming activities.
- The Consultant may coordinate with private and public utilities, including power, phone, cable, gas and other utilities as needed.

Inspection Services

- The Consultant may be asked to provide a full array of public works construction field inspection services.

Survey Services

- The Consultant may be asked to provide construction survey services including field staking and plan reduction.

Project Coordination

- Tracking and routing of all project related documentation, and ensure all project documentation satisfies the requirements outlined by the City of Vancouver.
- Prepare Pay Estimates throughout the project based on supporting pay notes.

Project Scheduling

- The Consultant may prepare and submit an activities list and schedule to the City immediately following authorization from the City to proceed on each task. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant may revise the schedule to reflect changes in the Project milestones and timelines.

[illegible]

Actuals Not To Exceed Table (ANTE)

[illegible]



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. 101943

ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the “City”) and CMTS LLC, a limited liability company organized under the laws of the State of Wyoming (the “Contractor”). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 5-25 (the “Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,500,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mario Lechuga, by email to mario.lechuga@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mario Lechuga, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, 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

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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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
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	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO 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.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

14. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

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16. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 18. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 20. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 21. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.
- 22. COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and

services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

23. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Joshua Schenewerk
CMTS LLC
9320 SW Barbur Blvd, Ste 155
Portland, OR 97219
Email: jschenewerk@cmtslc.com

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

27. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

28. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

29. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

30. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

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32. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

33. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

34. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
CMTS LLC

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Consultant may be asked to perform some or all of the following tasks, along with any other related professional services on an on-call, task by task basis:

Project Management

- Act as the Contracting Agency's representative who directly supervises the engineering and administration of a construction Contract.
- Represent and negotiate on the behalf of the City in contract-related matters including changes to schedule, scope, and budget in order to ensure the terms of contracts are fulfilled by contractors.
- The Consultant may provide a full array of construction management services. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant may organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- The Consultant may coordinate Consultant tasks and activities with the City. This may include using bi-weekly meetings to plan and coordinate upcoming activities.
- The Consultant may coordinate with private and public utilities, including power, phone, cable, gas and other utilities as needed.

Inspection Services

- The Consultant may be asked to provide a full array of public works construction field inspection services.

Survey Services

- The Consultant may be asked to provide construction survey services including field staking and plan reduction.

Project Coordination

- Tracking and routing of all project related documentation, and ensure all project documentation satisfies the requirements outlined by the City of Vancouver.
- Prepare Pay Estimates throughout the project based on supporting pay notes.

Project Scheduling

- The Consultant may prepare and submit an activities list and schedule to the City immediately following authorization from the City to proceed on each task. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant may revise the schedule to reflect changes in the Project milestones and timelines.

Exhibit "B"
Fee Schedule

City of Vancouver Billing Rates

CMTS LLC	2025
<u>Classification</u>	<u>Maximum Billing Rate/Hr Proposed</u>
Project Manager	\$199.38
Construction Inspector	\$122.83
Surveyor	\$167.28
Project Coordinators	\$105.40
Scheduler	\$191.82

Emerio Design, LLC	2025
<u>Classification</u>	<u>Maximum Billing Rate/Hr Proposed</u>
Construction Inspector IV	\$130.20
Civil Project Manager VII	\$198.40
Survey Project Manager VII	\$155.00
Survey Technician III (III)	\$136.40
Survey Technician - Field III (III)	\$142.60
Survey Technician - Field III (I)	\$114.70
Survey Technician - Field II	\$86.80
Survey Technician - Field I	\$80.60
Project Coordinator III	\$99.20

Reimbursables

Mileage

IRS Rate

Parking, Printing & Postage

Cost



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. 101944

ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the “City”) and MacKay Sposito, a corporation organized under the laws of the State of Washington (the “Contractor”). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 5-25 (the “Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,500,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mario Lechuga, by email to mario.lechuga@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mario Lechuga, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, 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

supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. 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.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the May 1, 2025, and continues until April 30, 2030. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor

acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

- 13. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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	
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All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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- 18. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 20. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
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For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Jason Irving
MacKay Sposito
18405 SE Mill Plain Blvd, Suite 100
Vancouver, WA 98683
Email: jirving@mackaysposito.com

Either Party may update its address for notice by giving written notice to the other Party.

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26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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34. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

MacKay Sposito

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Consultant may be asked to perform some or all of the following tasks, along with any other related professional services on an on-call, task by task basis:

Project Management

- Act as the Contracting Agency's representative who directly supervises the engineering and administration of a construction Contract.
- Represent and negotiate on the behalf of the City in contract-related matters including changes to schedule, scope, and budget in order to ensure the terms of contracts are fulfilled by contractors.
- The Consultant may provide a full array of construction management services. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant may organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- The Consultant may coordinate Consultant tasks and activities with the City. This may include using bi-weekly meetings to plan and coordinate upcoming activities.
- The Consultant may coordinate with private and public utilities, including power, phone, cable, gas and other utilities as needed.

Inspection Services

- The Consultant may be asked to provide a full array of public works construction field inspection services.

Survey Services

- The Consultant may be asked to provide construction survey services including field staking and plan reduction.

Project Coordination

- Tracking and routing of all project related documentation, and ensure all project documentation satisfies the requirements outlined by the City of Vancouver.
- Prepare Pay Estimates throughout the project based on supporting pay notes.

Project Scheduling

- The Consultant may prepare and submit an activities list and schedule to the City immediately following authorization from the City to proceed on each task. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant may revise the schedule to reflect changes in the Project milestones and timelines.

Exhibit "B"
Fee Schedule

Mackay Sposito Hourly Rate Schedule
(RFQ#5-25) On-Call Construction & Inspection Management Services

Service Category	Hourly Rate	Overtime Rate
Construction Manager III	\$235.00	\$352.50
Construction Manager II	\$187.00	\$280.50
Construction Manager I	\$160.00	\$240.00
Construction Inspector V	\$204.00	\$306.00
Construction Inspector IV	\$175.00	\$262.50
Construction Inspector III	\$162.00	\$243.00
Construction Inspector II	\$150.00	\$225.00
Construction Inspector I	\$131.00	\$196.50
Survey Party Chief	\$164.00	\$246.00
Survey Instrument Person	\$116.00	\$174.00
Survey Technician IV	\$152.00	\$228.00
Survey Technician III	\$138.00	\$207.00
Project Manager - Survey	\$212.00	
Senior Principal	\$362.00	
Principal	\$296.00	
Project Accountant	\$156.00	\$234.00
Project Coordinator II	\$152.00	\$228.00
Project Coordinator I	\$138.00	\$207.00
Administrative Assistance	\$120.00	\$180.00

All other materials and expenses will be billed on an actual cost plus 10% basis.



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. 101945

ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Otak Inc., a corporation organized under the laws of the State of Oregon (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 5-25 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,500,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mario Lechuga, by email to mario.lechuga@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mario Lechuga, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, 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

supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. 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.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the May 1, 2025, and continues until April 30, 2030. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor

acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

- 13. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
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	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO 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.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 14. RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.
- 15. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 16. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 18. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 20. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 21. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.
- 22. COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and

services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

23. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Kevin Moisan
Otak, Inc.
805 Broadway St, Suite 130
Vancouver, WA 98660
Email: kevin.moisan@otak.com

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

27. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

28. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

29. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

30. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

31. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

32. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

33. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

34. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Otak, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Consultant may be asked to perform some or all of the following tasks, along with any other related professional services on an on-call, task by task basis:

Project Management

- Act as the Contracting Agency's representative who directly supervises the engineering and administration of a construction Contract.
- Represent and negotiate on the behalf of the City in contract-related matters including changes to schedule, scope, and budget in order to ensure the terms of contracts are fulfilled by contractors.
- The Consultant may provide a full array of construction management services. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant may organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- The Consultant may coordinate Consultant tasks and activities with the City. This may include using bi-weekly meetings to plan and coordinate upcoming activities.
- The Consultant may coordinate with private and public utilities, including power, phone, cable, gas and other utilities as needed.

Inspection Services

- The Consultant may be asked to provide a full array of public works construction field inspection services.

Survey Services

- The Consultant may be asked to provide construction survey services including field staking and plan reduction.

Project Coordination

- Tracking and routing of all project related documentation, and ensure all project documentation satisfies the requirements outlined by the City of Vancouver.
- Prepare Pay Estimates throughout the project based on supporting pay notes.

Project Scheduling

- The Consultant may prepare and submit an activities list and schedule to the City immediately following authorization from the City to proceed on each task. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant may revise the schedule to reflect changes in the Project milestones and timelines.

Exhibit "B"
Fee Schedule

Otak, Inc.
2025 Billing Rate Schedule

Discipline/Labor Category	Billing Rate
<u>Construction Management & Inspection</u>	
PIC/Sr. CM	244.00
Construction Manager VI	230.00
Construction Manager V	212.00
Construction Manager IV	194.00
Construction Manager III	171.00
Construction Manager II	152.00
Construction Manager I	139.00
Field Representative VII	196.00
Field Representative VI	164.00
Field Representative V	150.00
Field Representative IV	130.00
Field Representative III	118.00
Field Representative II	108.00
Field Representative I	97.00
<u>Survey</u>	
Sr. PIC/PLS Sr. Manager	320.00
PIC/PLS Sr. Manager	265.00
Professional Land Surveyor V	245.00
Professional Land Surveyor IV	186.00
Professional Land Surveyor III	176.00
Professional Land Surveyor II	162.00
Professional Land Surveyor I	151.00
Survey Crew Chief III	158.00
Survey Crew Chief II	126.00
Survey Crew Chief I	98.00
Survey Office Technician IV	145.00
Survey Office Technician III	133.00
Survey Office Technician II	108.00
Survey Office Technician I	97.00
Survey Field Technician III	95.00
Survey Field Technician II	88.00

Survey Field Technician I	78.00

Comprehensive Project Management

Sr. PIC/Principal - PMCM	225.00

PIC/CSM - PMCM	210.00

Discipline/Labor Category

Billing Rate

Project Manager IV	178.00

Project Manager III	168.00

Project Manager II	157.00

Project Manager I	135.00

PMCM Project Coordinator IV	118.00

PMCM Project Coordinator III	108.00

PMCM Project Coordinator II	98.00

PMCM Project Coordinator I	89.00



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. 101946

ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and PBS Engineering and Environmental LLC, a corporation organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 5-25 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,500,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mario Lechuga, by email to mario.lechuga@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mario Lechuga, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, 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

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- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the May 1, 2025, and continues until April 30, 2030. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

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5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

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7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor

acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

- 13. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
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	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO 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.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 14. RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.
- 15. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 16. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 18. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 20. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 21. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.
- 22. COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and

services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

23. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Nicole Bigoni
PBS Engineering and Environmental LLC
1325 SE Tech Center Drive, Suite 140
Vancouver, WA 98683
Email: Nicole.bigoni@pbsusa.com

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

27. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

28. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

29. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

30. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

31. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

32. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

33. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

34. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

PBS Engineering and Environmental
LLC

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Consultant may be asked to perform some or all of the following tasks, along with any other related professional services on an on-call, task by task basis:

Project Management

- Act as the Contracting Agency's representative who directly supervises the engineering and administration of a construction Contract.
- Represent and negotiate on the behalf of the City in contract-related matters including changes to schedule, scope, and budget in order to ensure the terms of contracts are fulfilled by contractors.
- The Consultant may provide a full array of construction management services. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant may organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- The Consultant may coordinate Consultant tasks and activities with the City. This may include using bi-weekly meetings to plan and coordinate upcoming activities.
- The Consultant may coordinate with private and public utilities, including power, phone, cable, gas and other utilities as needed.

Inspection Services

- The Consultant may be asked to provide a full array of public works construction field inspection services.

Survey Services

- The Consultant may be asked to provide construction survey services including field staking and plan reduction.

Project Coordination

- Tracking and routing of all project related documentation, and ensure all project documentation satisfies the requirements outlined by the City of Vancouver.
- Prepare Pay Estimates throughout the project based on supporting pay notes.

Project Scheduling

- The Consultant may prepare and submit an activities list and schedule to the City immediately following authorization from the City to proceed on each task. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant may revise the schedule to reflect changes in the Project milestones and timelines.

Exhibit "B"
Fee Schedule

PBS Engineering and Environmental LLC 1325 SE Tech Center Drive, Suite 140 Vancouver, WA 98683		
Job Classifications		All Inclusive Max Hourly Billing Rate NTE
Construction Inspector I		\$118.05
Construction Inspector II		\$124.26
Construction Inspector III		\$130.48
Construction Inspector IV		\$155.33
Construction Inspector V		\$186.40
Sr. Project Manager VI		\$245.42
Administration II		\$114.94
Administration III		\$124.26



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. 101947

ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the “City”) and Consor North America, Inc., a corporation organized under the laws of the State of Oregon (the “Contractor”). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 5-25 (the “Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,500,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mario Lechuga, by email to mario.lechuga@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mario Lechuga, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, 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

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- 7. AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles for a period of six years, following the termination of this agreement or completion of work. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.
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- 8.1 Confidential Information.** Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
- 8.2 Public Disclosure Compliance.** City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
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City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing, at its own cost.

Solely for negligence indemnification claims under (a) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

- 13. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
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	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO 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.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

14. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

15. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

- 16. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations (“Applicable Laws”). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City’s request.
- 18. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 20. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 21. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor’s obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985,

www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

22. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

23. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Mark Warren
Consor North America, Inc.
400 E. Mill Plain Boulevard, Suite 400
Vancouver, WA 98660
Email: mark.warren@consoreng.com

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

- 26. ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.
- 27. SURVIVAL.** Sections 15 - 35 will survive any termination of this Agreement.
- 28. WAIVER.** A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.
- 29. THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.
- 30. GOVERNING LAW:** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
- 31. SEVERABILITY.** If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
- 32. AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.
- 33. ENTIRE AGREEMENT:** This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
- 34. COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Consor North America, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Consultant may be asked to perform some or all of the following tasks, along with any other related professional services on an on-call, task by task basis:

Project Management

- Act as the Contracting Agency's representative who directly supervises the engineering and administration of a construction Contract.
- Represent and negotiate on the behalf of the City in contract-related matters including changes to schedule, scope, and budget in order to ensure the terms of contracts are fulfilled by contractors.
- The Consultant may provide a full array of construction management services. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant may organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- The Consultant may coordinate Consultant tasks and activities with the City. This may include using bi-weekly meetings to plan and coordinate upcoming activities.
- The Consultant may coordinate with private and public utilities, including power, phone, cable, gas and other utilities as needed.

Inspection Services

- The Consultant may be asked to provide a full array of public works construction field inspection services.

Survey Services

- The Consultant may be asked to provide construction survey services including field staking and plan reduction.

Project Coordination

- Tracking and routing of all project related documentation, and ensure all project documentation satisfies the requirements outlined by the City of Vancouver.
- Prepare Pay Estimates throughout the project based on supporting pay notes.

Project Scheduling

- The Consultant may prepare and submit an activities list and schedule to the City immediately following authorization from the City to proceed on each task. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant may revise the schedule to reflect changes in the Project milestones and timelines.



2025 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2025 through December 31, 2025. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>Rates</u>	<u>Billing Classifications</u>	<u>Rates</u>
Principal Engineer VI	\$362	Construction Manager X	\$313
Principal Engineer V	\$338	Construction Manager IX	\$292
Principal Engineer IV	\$320	Construction Manager VIII	\$276
Principal Engineer III	\$300	Construction Manager VII	\$267
Principal Engineer II	\$284	Construction Manager VI	\$248
Principal Engineer I	\$271	Construction Manager V	\$228
Professional Engineer IX	\$265	Construction Manager IV	\$216
Engineering Designer IX	\$255	Construction Manager III	\$197
Professional Engineer VIII	\$252	Construction Manager II	\$182
Engineering Designer VIII	\$240	Construction Manager I	\$162
Professional Engineer VII	\$238	Construction Coordinator V	\$210
Engineering Designer VII	\$230	Construction Coordinator IV	\$190
Professional Engineer VI	\$227	Construction Coordinator III	\$177
Engineering Designer VI	\$218	Construction Coordinator II	\$158
Professional Engineer V	\$214	Construction Coordinator I	\$141
Engineering Designer V	\$205	Construction Admin Specialist IV	\$194
Professional Engineer IV	\$202	Construction Admin Specialist III	\$174
Engineering Designer IV	\$202	Construction Admin Specialist II	\$151
Professional Engineer III	\$195	Construction Admin Specialist I	\$128
Engineering Designer III	\$195	Inspector VII	\$228
Engineering Designer II	\$180	Inspector VI	\$210
Engineering Designer I	\$166	Inspector V	\$190
Principal III	\$366	Inspector IV	\$177
Principal II	\$320	Inspector III	\$158
Principal I	\$282	Inspector II	\$141
Project Manager V	\$280	Inspector I	\$122
Project Manager IV	\$273	Technician IV	\$194
Project Manager III	\$260	Technician III	\$174
Project Manager II	\$232	Technician II	\$151
Project Manager I	\$203	Technician I	\$128
Cost Estimator III	\$305	Project Coordinator IV	\$183
Cost Estimator II	\$244	Project Coordinator III	\$170
Cost Estimator I	\$183	Project Coordinator II	\$152
Quality Control Compliance Specialist	\$190	Project Coordinator I	\$134
Climate Scientist VI	\$292	Administrative III	\$134
Climate Scientist V	\$257	Administrative II	\$124
Climate Scientist IV	\$232	Administrative I	\$109
Climate Scientist III	\$207		
Climate Scientist II	\$190		
Climate Scientist I	\$161		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

AKS Engineering & Forestry LLC

Billing Rates – Effective 10/1/2024

	<u>Hourly rate</u>
Principal/Sr. Project Manager	\$245
QA/QC Reviewer	\$245
Project Manager	\$230
Sr. Project Engineer	\$220
Project Engineer	\$185
Engineering Designer	\$165
Engineering CAD Technician	\$145
Sr. Project Surveyor	\$220
Project Surveyor	\$185
Surveyor	\$165
Survey CAD Technician	\$145
One-person Survey Crew w/ vehicle & equipment	\$210
One-person Survey Crew w/ vehicle & equipment - BOLI	\$230
Two-person Survey Crew w/ vehicle & equipment	\$275
Two-person Survey Crew w/ vehicle & equipment – BOLI	\$290
Two-person Laser Scanning Survey Crew w/vehicle & equipment	\$275
Two-person Laser Scanning Survey Crew w/vehicle & equipment - BOLI	\$290
One-person Aerial Surveying Field Crew	\$245
Aerial Surveying Specialist - Office	\$165
Sr. Landscape Architect	\$195
Landscape Architect	\$150
Sr. Land Use Planner	\$220
Land Use Planner	\$175
Planning Technician/Graphic Design Specialist	\$145
Construction Manager/Owners Representative	\$220
Construction Inspector	\$155
Sr. Natural Resources Manager	\$240
Natural Resources Specialist	\$170
Natural Resources Technician	\$130
Sr. Certified Arborist	\$190
Certified Arborist	\$165
Sr. Forest Engineer	\$190
Forest Engineering Technician	\$145
Sr. Forester	\$190
Forester Technician	\$145
GIS Specialist	\$155
Technical Editor	\$130
Project Coordinator/Clerical	\$100

Non-salary costs (reimbursables)

Subcontractors and Subconsultants	cost + 10%
Application/Permit Fees	cost + 10%
Mileage	current federally allowed rate
Technical Supplies	cost + 10%
Postage/Shipping	cost + 10%
Commercial Copies	cost + 10%
Commercial Deliveries	cost + 10%
Per Diem	Standard rates apply

AKS does not have an additional charge or multiplier for overtime. Field equipment (survey instruments, vehicles, etc.), computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rate.

Staff Report: 085-25

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Appointments to the Flag Design Review Committee

Key Points

- The City launched a design competition to create a new City flag.
- The public has been invited to participate by submitting proposals for a new flag.
- The Flag Design Review Committee will select finalists from submitted flag entries and recommend a new flag to the City Council this fall.

Strategic Plan Alignment

Culture and Heritage – celebrating culture and heritage

Present Situation

Vancouver has grown and changed since its flag was originally created in 1993. The current flag is dated, not easily recognizable, and doesn't follow basic flag design principles. Vancouver's flag should represent the community's shared values and aspirations and follow basic flag design principles.

Advantage(s)

The public will be directly involved in developing and determining an important piece of Vancouver identity and iconography that will help contribute to pride in the community.

Challenge(s)

None

Budget Impact

In addition to staff time dedicated to promoting and administering the competition and committee, a nominal cost will be incurred to replace the flag on City-owned buildings and flag poles.

Prior Council Review

A short briefing was provided at a Council dinner in February 2025.

Action Requested

On Monday, April 21, 2025, appoint Mayor Anne McEnerny-Ogle, Councilmember Ty Stober, Russell Ford, Rosalinda Mendoza, Lee Rafferty, and youth member TBD to the Flag Design Committee.

Staff Contact

Laura Shepard, Communications Director, laura.shepard@cityofvancouver.us

Attachments:

None

A RESOLUTION adopting a 5-Year Economic Development Strategy.**Staff Report: 086-25**

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Resolution to Adopt a 5-Year Economic Development Strategy

Key Points

- Given recent economic activity and current challenges, the City must be strategic in its approach to economic development if it is to maintain its economic competitiveness.
- Vancouver's 5-Year Economic Development Strategy is an inclusive growth strategy, one that seeks to sustain the City's economic growth, but also intentionally address growing disparities.
- The strategy is organized around four primary goals: 1) establish pathways to accessible quality jobs and reduce barriers to economic opportunity; 2) create opportunities for Intergenerational wealth, especially for historically underserved and excluded communities, by strengthening support for small businesses; 3) position Vancouver as an inclusive center of innovation and entrepreneurship; and 4) invest in neighborhood commercial districts that result in safe, vibrant, and accessible communities.
- In implementation of each action, the City is committed to building partnerships with stakeholder organizations, engage community members, and utilize the most recent data available to best design initiatives, programs, or investment opportunities.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Present Situation

Currently, the City of Vancouver does not have an economic development strategy, a rarity for a community our size and potential. The process to create an Economic Development Strategy began approximately three years ago when the City established the Economic Prosperity and Housing (EP&H) Department to lead proactive investments in economic security and opportunity for all current and future residents. The addition of dedicated staff to lead the City's economic development efforts allows for the implementation of the strategy that will define our work.

Two tenets drive how we approach the development of the strategy: alignment and focus. From an alignment perspective, the strategic direction and priorities identified in the Strategy will inform the Economic Chapter of the updated Comprehensive Plan, linking economic growth and opportunity to important land use policies and decisions. In addition, we are committed to aligning the City's Strategy with the region's economic development roadmap, the Clark County Comprehensive Economic Development Plan, led by the Columbia River Economic Development Council (CREDC), and Workforce Southwest Washington's (WSW) 2025-2029 Strategic Plan, our region's blueprint for increasing access to quality jobs.

The Strategy must also have focus and was intentionally designed to avoid duplication of existing local and regional economic development initiatives, complement partner programs, and identify actions Vancouver can commit to that leverage available City tools, resources, and levers to best drive impact in a limited resource environment. The intent of this strategy is to prioritize City actions within the region's broader economic development ecosystem.

Advantage(s)

- The development of the Strategy included both data analysis and robust community engagement, ensuring that priority actions are evidence-based and community-supported.
- The strategy is purposely biased toward action, and not an exhaustive list of potential ideas. Significant effort went into identifying a priority set of actions where the City is positioned to lead within a limited resource environment.
- The City is committed to transparency and accountability. To ensure progress remains visible and measurable, the City staff will provide updates to both the community and elected officials.

Challenge(s)

Federal and state budget/resource uncertainty could potentially impact the implementation of certain actions.

Budget Impact

Initial estimates indicate that the implementation of the strategy will require access to new resources of approximately \$2.5m over the 5-year period. Every effort will be made to pursue federal, state, or private resources to help fund the implementation of actions.

Prior Council Review

Two previous Council Workshops:

1. Review and discussion of Situation Assessment/SWOT (September 9, 2024)
2. Review and discussion of Draft Economic Development Strategy (March 17, 2025)

Action Requested

On Monday, April 21, 2025, adopt a resolution to adopt the 5-Year Economic Development Strategy and direct staff to move forward with implementation of actions.

Staff Contact

Chris Harder, Deputy Economic Development Director , chris.harder@cityofvancouver.us

Attachments:

1. Presentation
2. Memo
3. Resolution
4. Exhibit A - Economic Development Strategy - FINAL



CITY OF
Vancouver
WASHINGTON

5-Year Economic Development Strategy

Chris Harder

Deputy Director, Economic Prosperity & Housing

April 21, 2025



Agenda

- Project Overview
- Summary of Key Findings
- Regional Alignment & Framework
- Strategic Direction
- Strategic Focus & Action
- Requested Action

The Strategic Planning Process

Phases and Deliverables



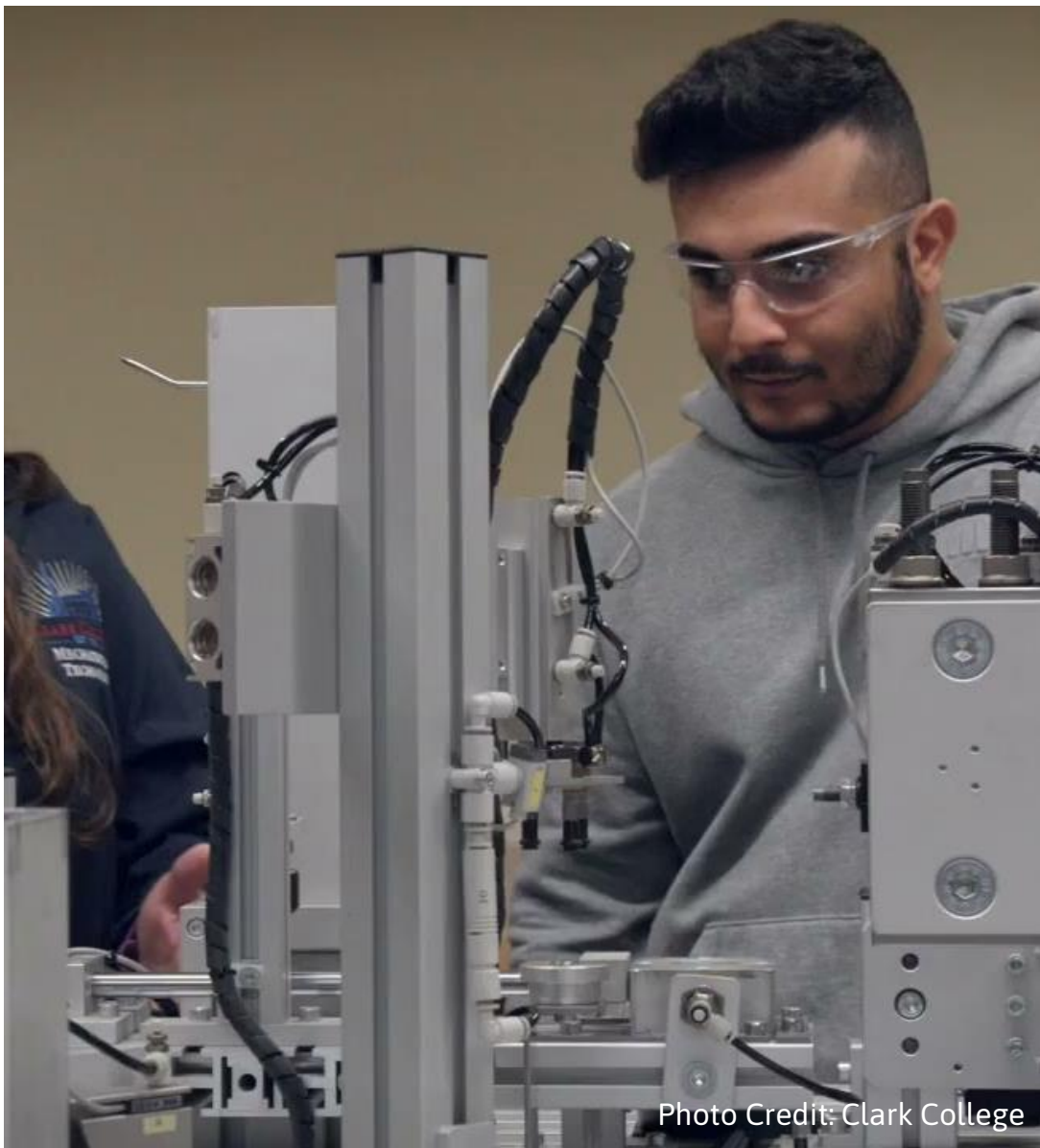


Photo Credit: Clark College

Summary Findings

Growth & Competitiveness

- Clark County driving regional growth
- Favorable business climate attracts investment
- Recent job growth concentrated in non-traded sector industries
- Residents lukewarm to growth
- Small businesses lack breadth of local resources to grow
- Opportunity to enhance R&D infrastructure to support innovation



Summary Findings

Quality of Life & Affordability

- Residents more educated with higher incomes
- Systemic economic disparities exist
- Increased concern over affordability
- Access to quality jobs a top priority
- Area median income below Living Wage Standards
- Lack of childcare impacting workforce stability

- CREDC's Clark County Economic Development Plan
- Workforce SW WA's Quality Jobs Framework
- City Economic Development Strategy designed to:
 - Align with other City strategies and plans
 - Avoid duplication of existing local & regional strategies
 - Complement or enhance partner programs
 - Leverage City tools, resources, and levers

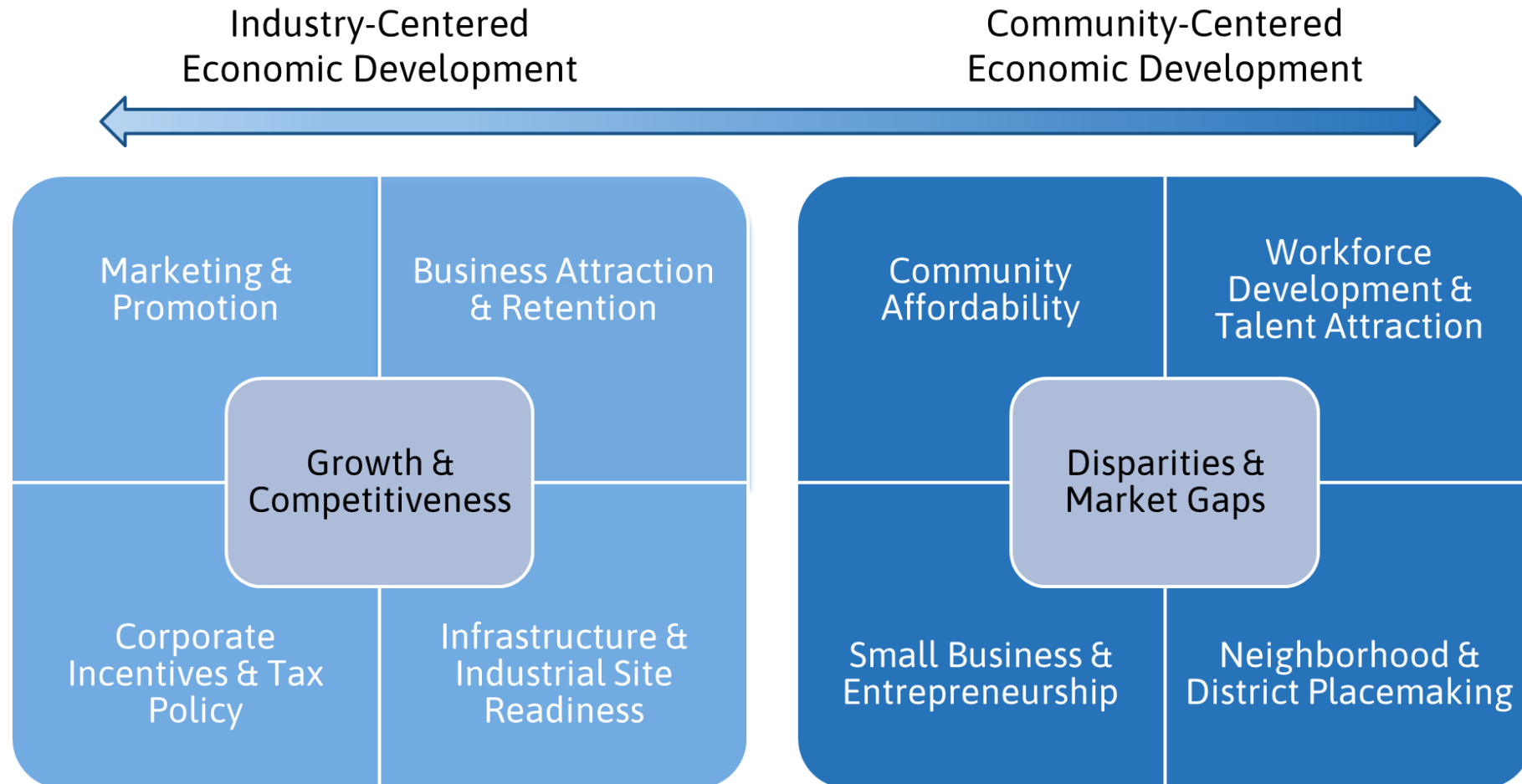
Regional Alignment

The City will partner with organizations working closest to the communities and stakeholders we are seeking to serve to achieve best outcomes.



A Balanced Approach

Promoting Growth *AND* Address Disparities



Competitive Position – Why Vancouver?

*What unique and sustainable value does Vancouver currently deliver to employers, small businesses, entrepreneurs, and workforce/talent?
What must be protected?*

Access to big city amenities with the convenience of a smaller, nimble and connected community.

- Expanding economy
- Diversity of growing industries,
- Favorable business climate
- Access to major global markets
- Strong sustainability ethos
- High quality of life
- Supportive and collaborative community

For full Competitive Position statement see Economic Development Strategy



Long-Term Vision

What is the ideal future state (20 years) we are trying to create for Vancouver as a community and an economy?

Vancouver is an inclusive community with an equitable, competitive, and innovative economy.

- Growth is sustained
- Economic disparities are closed
- Opportunities to create wealth
- Access to livable wage jobs
- Entrepreneurs are celebrated
- Small businesses have the resources to sale
- Neighborhood business districts are safe, vibrant & welcoming

For full Long-Term Vision see Economic Development Strategy



Implementation Approach

- Stakeholders and partner organizations will be involved in the design and implementation of actions
- Certain actions acknowledge existing efforts by stakeholder organizations and position the City to be a more engaged and proactive partner
- Where new programs are proposed, the City will help launch but not necessarily own long-term
- Successful implementation will require access to new resources;
Estimated budget over 5-years = \$2.5m



Actions

- A. Promote and advance career opportunities in the trades
- B. Support growth of emerging construction and trades firms
- C. Develop an Investment Toolbox to support the recruitment and expansion of businesses offering access to quality jobs
- D. Incentivize employers to invest in childcare options, particularly for lower-income workers

Goal 1.

Establish pathways to accessible quality jobs and reduce barriers to economic opportunity

Metrics

- Median household income compared to the regional average
- Percent of jobs created resulting from COV and partner supported programs that pay at or above Vancouver's living wage standards
- Percent of total jobs in Vancouver occupied by Vancouver residents



Actions

- A. Enhance product-to-market opportunities for local consumer product entrepreneurs
- B. Connect local small businesses to City of Vancouver public contracting opportunities
- C. Establish a citywide small business revolving loan fund

Goal 2.

Create opportunities for generational wealth, especially for historically underserved and excluded communities, by strengthening support for small businesses.

Metrics

- Number of new business starts
- Number of new businesses in operation past the first two years
- Annual sales/revenues of small businesses supported by COV and partner programs



Actions

- A. Develop a storytelling and marketing campaign to position Vancouver as a center of innovation
- B. Support and host startup networking, pitch, and investment events
- C. Launch a local early-stage startup investment fund
- D. Evaluate feasibility and identify partners to launch a target industry innovation center

Goal 3.

Position Vancouver as an inclusive center of innovation and entrepreneurship.

Metrics

- Employment in the region's innovation-centered industry clusters
- Number and amount of local startup investment deals (angel, seed, venture capital)
- Number and amount of successful startup exits (IPO, M&A)



Actions

- A. Establish a neighborhood commercial district improvement program
- B. Leverage city-controlled real estate assets or redevelopment projects to provide affordable commercial solutions

Goal 4.

Invest in neighborhood commercial districts that result in safe, vibrant, and accessible communities

Metrics

- Number of vacant or underutilized commercial property in priority neighborhood commercial districts
- Number of jobs in priority neighborhood commercial districts
- Access to essential neighborhood services (food, housing, transportation, childcare, medical, etc.) near priority neighborhood commercial districts



Requested Action

Adopt the 5-Year Economic Development Strategy and direct staff to move forward with implementation of actions.



MEMORANDUM

DATE: April 21, 2025

TO: Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **Economic Development Strategy**

CC: Patrick Quinton, Chris Harder

Introduction

Vancouver is experiencing significant change. The city is no longer a bedroom community, but an economic driver of the region and state in terms of population and job growth. While Vancouver is experiencing positive economic activity, the City of Vancouver (“City”) must be strategic in its approach to economic development by tackling emerging and growing challenges, such as increasing costs and a lack of affordability, a decline in accessible livable-wage jobs, and limited local resources to support small businesses and entrepreneurs.

At its core, Vancouver’s 5-Year Economic Development Strategy (“Strategy”) seeks to sustain the city’s growth and competitiveness, but also directly address growing disparities. A proactive approach to economic development is required to ensure the quality of life and economic opportunity of current and future residents seek.

With this imperative in mind, the City’s Economic Prosperity & Housing Department (EP&H) department, in partnership with strategic planning consultants ECONorthwest and WSP USA, launched an effort in 2024 to create the Strategy. The Strategy defines Vancouver’s long-term economic vision and competitive position, identifies priority areas of focus, establishes clear success metrics, and commits the City to actionable investments, initiatives, and partnerships.

This memo provides:

- An overview of the scope of the Strategy;
- An overview of our approach to community engagement & data analysis;
- Summary findings associated with the Discovery & Analysis phase; and
- A preview of the Strategy (the full Strategy is included as Exhibit A).

Background

Currently, the City of Vancouver does not have an economic development strategy, a rarity for a community our size and potential. The process to create an Economic Development Strategy began approximately three years ago when the City established the Economic Prosperity and Housing (EP&H) Department to lead proactive investments in economic security and opportunity for all current and future residents. The addition of dedicated staff to lead the City's economic development efforts allows for the implementation of the Strategy that will define our work.

Two tenets drive how we approach the development of the Strategy: alignment and focus. From an alignment perspective, the strategic direction and priorities identified in the Strategy will inform the Economic Chapter of the updated Comprehensive Plan, linking economic growth and opportunity to important land use policies and decisions. In addition, we are committed to aligning the City's Strategy with the region's economic development roadmap, the [Clark County Comprehensive Economic Development Plan](#), led by the Columbia River Economic Development Council (CREDC), and Workforce Southwest Washington's (WSW) [2025-2029 Strategic Plan](#), our region's blueprint for increasing access to quality jobs.

The Strategy must also have focus and was intentionally designed to avoid duplication of existing local and regional economic development initiatives, complement partner programs, and identify actions Vancouver can commit to that leverage available City tools, resources, and levers to best drive impact in a limited resource environment. The intent of this Strategy is to prioritize City actions—within the region's broader economic development ecosystem—to support:

- Small Business Growth, Entrepreneurship, and Innovation
- Vibrant Neighborhood Commercial Districts
- Employment Land and Industrial Development Priorities
- Livable Wage Job Creation and Target Industry Growth

Strategy Development Phases & Timeline

The graphic below highlights the phases, activities, and deliverable milestones associated with the work.



Commitment to a Community-Led Process

At the core of our approach is a commitment to community engagement, input, and decision-making. Following is a summary of our community engagement activities:

Activity	Summary
Small Group Discussions	The City and ECONorthwest, in collaboration with local economic development partners, organized three separate small group discussions: 1. Large Employers/Corporate Stakeholder: Partnered with the Columbia River Economic Development Council (CREDC) 2. Local Small Businesses: Partnered with the Greater Vancouver Chamber of Commerce (GVCC), Hispanic Metropolitan Chamber (HMC), and Micro Enterprise Services of Oregon (MESO) 3. High Growth Startups/Entrepreneurs: North Bank Innovations and Allie Persitz (serial entrepreneur and investor)
One-on-one Interviews	ECONorthwest facilitated seven one-on-one interviews with City leaders and elected officials.
Community Input Survey	The City developed and promoted a survey targeting Vancouver residents and economic development stakeholders. Approximately 420 people participated in the survey. We partnered with economic development and community partners to ensure the survey reached a diverse audience. The survey was also available in three languages: English, Spanish, and Russian.
Online Community Feedback	Utilizing the project's BeHeard page, we solicited feedback from the community on the Strategy's proposed goals, actions, and success metrics.
Community Leaders Steering Committee	Under the leadership of City Manager Pluckhahn, the City has convened a Community Leaders Steering Committee to help inform and provide direction to the Strategy. To date, the City has convened the Steering Committee four times over the past 5. Steering Committee members include: - Jen Baker, President/CEO, Columbia River Economic Development Council - John McDonagh, President/CEO, Greater Vancouver Chamber of Commerce - Ron Arp, President, Identity Clark County - Miriam Halliday, Executive Director, Workforce Southwest Washington - Mel Netzhammer, Chancellor, Washington State University – Vancouver - Karin Edwards, President, Clark College - Calen Ouellette, CEO, Clark College Foundation - Nicole Davison Leon, Executive Director, Hispanic Metropolitan Chamber - Paul Burgess, Executive Director, Fourth Plain Forward - Michael Walker, Executive Director, Vancouver's Downtown Association - Jordan Boldt, Executive Director, Vancouver Farmers Market - Matt Morton, President, Community Foundation for Southwest Washington - Patrick Adigweme, Chair, City of Vancouver Planning Commission - Jay Schmidt, Board Chair, SW Washington Hi Tech Council - Mike Bomar, Chief Economic Strategy Officer, Port of Vancouver - Tracey Fernandez, CFO & Interim CEO, SW Medical Center PeaceHealth - Cameron Hyzer, Former CFO, ZoomInfo

	- Marc Esrig, Principal, New BluePrint Ventures + Vancouver Innovation Center - Allie Persitz (Magyar), Chairwoman of the Board, Dynamic Events, Inc. - Julie Harrelson, Partner, Cascade Seed Fund - Charles Swatzell, CEO, Formos - Alan Hwang, Executive Director, Riff + CREDC Board Chair - Lance Killian, Chief Visionary Officer, Killian Pacific - Jason Presser, Director of Government Affairs, East Vancouver Business Association

Commitment to Economic Trends Analysis

A core goal of our process is to ensure that the Strategy is informed by data. As part of phase one of this effort, ECONorthwest conducted economic data and trends analysis. This analysis was conducted in two parts and represented by two different deliverables:

1. The Comprehensive Plan's Economic Conditions and Opportunity Analysis
2. Economic Development Strategy Situation Assessment + SWOT Analysis

Both of these deliverables can be viewed by visiting the project's BeHeard page: [Economic Development Strategy | Be Heard Vancouver](#)

Summary Findings from Discovery & Analysis Phase

Our community engagement and data analysis efforts helped ground the Strategy in a clear understanding of current economic conditions and sentiments, including opportunities and challenges, community priorities, and potential strategic actions. Summary findings that emerged from the Discovery and Analysis phase are:

Growth & Competitiveness

- Vancouver and Clark County are driving regional growth (population & jobs) throughout the Greater Portland MSA.
- The city has a favorable business climate, particularly compared to the region, that attracts investment.
- Most of the city's recent job growth and the industries with the highest local concentration are non-traded sector (construction, healthcare & social assistance, accommodation and food services, retail, etc.).
- A larger share of people of who recently moved to Vancouver work in Washington compared to Oregon, 69 percent in 2022 compared to 57 percent in 2017, reflective of the job opportunities in Vancouver and Southwest WA.
- Stakeholders, in particular residents, have lukewarm sentiments regarding residential, commercial, and industrial growth.
- Vancouver and Clark County are experiencing a significant increase in new business starts compared to before to the pandemic, indicating an increase entrepreneurial activity.
- Growing perception that small businesses and entrepreneurs do not have access to the local resources they need to support long-term growth.
- Limited commercialization and research & development opportunities hinder innovation in the city.

Quality of Life & Affordability

- Residents are more educated with 32 percent of adults ages 25 and over having a Bachelor's degree or higher in 2023 compared to 26% in 2012.
- Median household incomes climbed to \$80,618 in 2023, up from \$59,000 in 2012.
- Significant racial and ethnic disparities exist in terms of income, education, and housing access.
- Increasing concern over the affordability of Vancouver, particularly housing costs and commercial lease rates.
- Better access to quality jobs is the top desired economic outcome for residents.
- Living wage standards are significantly higher than area median income for families with kids.
- Growing concern about public safety, property vacancies, and homelessness downtown and in neighborhood business districts.
- A shortage of affordable, reliable childcare is negatively impacting workforce stability.

Convening of National Thought Leaders

A core commitment we made to this process was to make sure we considered to latest economic development best practices. One of the ways we are testing the direction of the Strategy and our proposed Goals and Actions was to convene a group of National Thought Leaders to provide feedback. Our National Thought Leaders Group reviewed local economic data, the Situation Assessment/SWOT Analysis, and the Strategy. On March 10, 2025 the group came together for a virtual conversation, where we discussed the following, among other topics:

- Missing goals: After reading the Situation Assessment/SWOT and the Strategy, are there higher-level topics (or Goals) you are surprised we are not addressing? What is missing?
- Economic growth: What levers, tools, or resources do local governments realistically have to impact economic growth? Does this Strategy effectively position Vancouver for future growth?
- Systemic disparities: What levers, tools, or resources do local governments realistically have at their disposal to address systemic disparities? Does this Strategy effectively position Vancouver to help address economic disparities?
- Best practices: Given the current Goals and Actions in the Strategy, what best practices should we explore that are otherwise missing?

Feedback Themes

We received strong confirmation from the National Thought Leaders Group that our Strategy is well positioned to address key economic issues and opportunities identified during the Discovery & Analysis phase and outlined in the Situation Assessment/SWOT Analysis. The group did, however, identify opportunities to strengthen the Strategy and better position Vancouver for success. Following is a summary of high-level themes that emerged from the National Thought Leaders Group discussion:

- Success of the Strategy will depend on access to resources and sustainable funding. Given the current uncertainty surrounding federal and state funding opportunities,

the City must prioritize identifying local resources necessary to successfully implement the Strategy to ensure it does not end up “sitting on the shelf.”

- The group appreciated the Strategy’s intentional focus on promoting economic growth and addressing systemic disparities; both are essential to achieving a vibrant, competitive, and inclusive economy.
- Because economies don’t stop at municipal borders and regional competitive advantages are important, the group encouraged us to better connect the framing of this Strategy to broader regional economic development goals.
- A common theme participants identified across the Strategy’s four goals was “creating opportunities for wealth creation.” The group saw this theme as critically important given Vancouver’s rapidly increasing cost of living and the Strategy’s long-term vision of closing systemic disparities. Participants encouraged the City to highlight this theme as the thread connecting the Strategy’s goals and actions.
- The Strategy should more intentionally highlight the target industry clusters best positioned to drive regional economic competitiveness and job growth going forward, such as computers & electronics, software, clean tech, metals & machinery manufacturing, life sciences, artificial intelligence, and food & beverage manufacturing.
- While partnerships are essential, don’t underestimate the importance of the City’s leadership role, particularly as it relates to convening stakeholders, coordinating partners, and aligning resources. The City was encouraged to assume more agency over the proposed goals and actions than what is currently reflected in the Strategy.
- The group recommended that the City pursue an additional initiative focused on the development of a jobs-and entrepreneurship-centered innovation district to help propel future growth. Innovation Factory in El Paso, mHub in Chicago, and the Oregon Manufacturing Innovation Center in Columbia County were identified as best-practice examples. This initiative aligns well with the City’s redevelopment and housing goals and can be incorporated into that project work.
- Larger employers tend drive increases in median wage more than small businesses. Opportunities exist to strengthen regional workforce development and business retention and expansion efforts with those employers.
- The Strategy’s focus on supporting entrepreneurs makes sense given Vancouver’s strong small business economy, but the group cautioned that many local serving (food, retail, etc.) small businesses do not currently provide pathways to livable-wage jobs. To achieve the Strategy’s broader goals, Vancouver must focus on connecting marginalized communities to emerging, innovation-based sectors where wealth creation opportunities are greater.

Feedback from the National Thought Leaders was incorporated into the final version of the Strategy.

National Thought Leaders Participants

Name	Organization	Expertise
Yasmina McCarty	New Growth Innovation Network	Inclusive Economic Development
Bob Weissbourd	RW Ventures	Inclusive Economic Development
Charisse Conanan Johnson	Next Street	Small Business Support; Focus on Marginalized Communities
Cathy Chen-Arriga	Tech Frontier	Workforce Development; Local Innovation Strategies
Sara Lawrence	RTI International	Innovation Strategies; Industry Diversification & Competitiveness
Ilana Preuss	Recast City	Small Scale Manufacturing; Commercial Corridor Revitalization
David Warm	Mid-America Regional Council	Regional Planning & Economic Development
Molly Howey	Greater Topeka Partnership	Local & Regional Economic Development

Strategy Elements

The core elements of Vancouver's 5-Year Economic Development Strategy include:

Strategic Clarity



Competitive Position

What unique and sustainable value does Vancouver currently deliver to our residents, workers, businesses, and entrepreneurs? What must be protected going forward?



Long-Term Economic Vision

What is the ideal future state – 20+ years from now – that we are trying to create for Vancouver as a community and an economy?

Strategic Focus & Action



Goals

What high-level outcomes must Vancouver achieve over the five-year strategy horizon?



Success Metrics

How will we know when we are successful? What will we measure?



Actions

What finite-duration, discretionary programs, initiatives, and investments will we commit to implementing?

Strategy Goals

Based on findings from our Discovery and Analysis phase, our internal Core Planning Team and the external Community Leaders Steering Committee identified the following Goals, or pillars, from which the Actions and Success Metrics in the Strategy are organized. The Current Goals are:

1. Establish pathways to accessible quality jobs and reduce barriers to economic opportunity
2. Create opportunities for generational wealth, especially for historically underserved or excluded communities, by strengthening support for small businesses
3. Position Vancouver as an inclusive center of innovation and entrepreneurship
4. Invest in neighborhood commercial districts that result in safe, vibrant, and accessible communities

Successful implementation of the Strategy will require access to new federal, state, or local resources. Early budget and resource estimates are \$2m to \$2.5m over the 5-year period.

Note: Detailed Actions and Success Metrics under each of the four Goals above can be found in the 5-Year Economic Development Strategy (Exhibit A) in your Council packet.

Attachments

1. 5-year Economic Development Strategy
2. Resolution
3. Presentation

4/21/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION adopting a 5-Year Economic Development Strategy.

WHEREAS, the city of Vancouver is experiencing significant economic change, transitioning from bedroom community into an economic driver of the bi-state region in terms of job creation and population growth; and

WHEREAS, the city's recent economic acuity and growth has resulted in an increase in cost of living, greater displacement pressures, and growing economic disparities for historically underserved and excluded communities; and

WHEREAS, given current economic strengths and challenges, it is advantageous that the City of Vancouver be strategic in its approach to economic development by investing in programs and initiatives that seek to sustain the city's economic competitiveness, but also intentionally address growing disparities; and

WHEREAS, the 5-Year Economic Development Strategy ("Strategy"), developed by City staff and nationally recognized experts in economic development ECONorthwest Consultants, focuses on four primary goals: 1) establish pathways to accessible quality jobs and reduce barriers to economic opportunity, 2) create opportunities for intergenerational wealth, especially for historically marginalized communities, by strengthening support for small businesses, 3) position Vancouver as an inclusive center of innovation and entrepreneurship, and 4) invest in neighborhood commercial districts that result in safe, vibrant, and accessible communities; and

RESOLUTION - 1

WHEREAS, the Strategy received significant input and contributions from a full range of economic development stakeholders, community leaders, and residents; and

WHEREAS, the Strategy will guide the City in future decisions regarding investments in economic development; and

WHEREAS, the Council finds that adopting the Strategy best facilitates the needs of the City;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Final Draft of the 5-Year Economic Development Strategy (hereinafter “Strategy”) is hereby adopted and approved.

Section 2. City staff is directed to implement the Plan.

Section 3. This resolution shall be effective immediately upon adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of April 2025.

Anne McEnery-Ogle, Mayor

Attest:

RESOLUTION - 2

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

RESOLUTION - 3

City of Vancouver
Five-Year Economic Development Strategy

INTRODUCTION

The creation of the five-year Economic Development Strategy began nearly four years ago, following the establishment of the Economic Prosperity and Housing Department. At the time, the City of Vancouver was navigating the challenges related to recovering from the COVID-19 pandemic, which highlighted significant opportunities and challenges related to Vancouver's economy. Recognizing the need for a comprehensive approach, City leadership initiated this Strategy to guide proactive investments in economic security and opportunity for all current and future residents.

Currently, Vancouver is experiencing significant change. Once a bedroom community, the city is now considered an economic driver of the bi-state Greater Portland region due to its sustained population and job growth. Vancouver has attracted an increasing number of professional workers while at the same time becoming less concentrated in traditional manufacturing sectors, resulting in a resident population that is more educated and has higher incomes. Several factors have contributed to this, including Washington's lack of state income tax, investments in public infrastructure and large-scale redevelopment projects, and relatively lower costs compared with other communities in the region. While Vancouver is experiencing positive economic activity, its recent population boom has increased the cost of living, resulting in greater displacement pressures and growing economic disparities for historically underserved communities.

Given these dynamics, this Strategy takes an inclusive approach to growth and seeks to sustain the city's economic competitiveness and intentionally address growing disparities.

[Placeholder for Table of Contents]

ACKNOWLEDGMENTS

This strategy could not have been possible without economic development stakeholders' and community leaders' many volunteer hours. We are grateful for the challenging questions raised, the push to develop an ambitious and aspirational economic vision for Vancouver, and guidance in developing bold yet practical actions. Your input was instrumental in shaping this Strategy.

Community Leaders Steering Committee

- Patrick Adigweme, Chair, City of Vancouver Planning Commission
- Ron Arp, President, Identity Clark County
- Jen Baker, President/CEO, Columbia River Economic Development Council
- Jordan Boldt, Executive Director, Vancouver Farmer's Market
- Mike Bomar, Chief Economic Strategy Officer, Port of Vancouver
- Paul Burgess, Executive Director, Fourth Plain Forward
- Nicole Davison León, Executive Director, Hispanic Metropolitan Chamber
- Karin Edwards, President, Clark College
- Marc Esrig, Principal/Co-Founder, New Blueprint Ventures
- Tracey Fernandez, CFO Columbia Network, PeaceHealth
- Miriam Halliday, Executive Director, Workforce Southwest Washington
- Julie Harrelson, Partner, Cascade Seed Fund
- Alan Hwang, Vice President, Later
- Cameron Hyzer, CFO, Former CFO, ZoomInfo
- Lance Killian, Chief Visionary Officer, Killian Pacific
- John McDonagh, President/CEO, Greater Vancouver Chamber of Commerce
- Matt Morton, President, Community Foundation for Southwest Washington
- Mel Netzhammer, Chancellor, Washington State University-Vancouver
- Calen Ouellette, CEO, Clark College Foundation
- Allie Persitz, Chairwomen of the Board, Dynamic Events, Inc.
- Jason Presser, Director of Government Affairs, East Vancouver Business Assoc.
- Jay Schmidt, Chair, Hi-Tech Council of Southwest Washington
- Charles Swatzell, CEO, Formos
- Michael Walker, Executive Director, Vancouver's Downtown Association

National Thought Leaders

- Cathy Chen-Arriaga, Executive Director, Tech Frontier
- Charisse Conanan Johnson, CEO, Next Street
- Molly Howey, Sr. VP of Economic Development, Greater Topeka Partnership
- Sarah Lawrence, Senior Director, RTI International
- Yasmina McCarty, President/CEO, New Growth Innovation Network

- Ilana Preuss, Founder/CEO, Recast City
- David Warm, Executive Director, Mid-America Regional Council
- Bob Weissbourd, President, RW Ventures

Core Planning Team

- Julie Arenz, Small Business Project Manager, City of Vancouver
- Jen Baker, President/CEO, Columbia River Economic Development Council
- Dave Barcos, Founder, North Bank Innovations
- Nikki Chen, DEI Business Partner, City of Vancouver
- Chris Harder, Deputy Economic Development Director, City of Vancouver
- Chim Chune Ko, Real Estate Project Manager, City of Vancouver
- Jason Nortz, Development Review Manager, City of Vancouver
- Paul Porter, Long Range Planner, City of Vancouver
- Patrick Quinton, Economic Development Director, City of Vancouver
- Kimberly Quiroz, Senior Business Developer, Hispanic Metropolitan Chamber
- Victor Saldanha, Entrepreneurship Project Manager, City of Vancouver
- Greg Tuner, Land Use Manager, City of Vancouver

ABOUT THIS STRATEGY

This Strategy's Competition Position Statement and Long-Term Vision provide direction for the City as it seeks to invest in economic development, with implementation organized around four Goals:

1. Establish pathways to accessible quality jobs and reduce barriers to economic opportunity
2. Create opportunities for generational wealth, especially for underserved and excluded communities, by strengthening support for small businesses
3. Position Vancouver as an inclusive center of innovation and entrepreneurship
4. Invest in neighborhood commercial districts that result in safe, vibrant and accessible communities

A consistent theme across the Strategy's four Goals is wealth creation, whether through access to higher-paying jobs, more successful small businesses, or new innovative industries and ventures. If centered on equity and inclusion, Vancouver residents and families will be better positioned to navigate our region's rapidly increased cost of living while laying the groundwork for our community to continue attracting investment long-term.

Each of the Strategy's four Goals is supported by a set of Actions—programs, initiatives, and investments—designed to impact outcomes and Success Metrics to help the City measure progress.

Regional Alignment

Economies don't stop at municipal borders; they are determined by labor sheds and commuting patterns, infrastructure and connectivity, and industry competitive advantages, among other factors. At a regional level, Vancouver's Strategy is aligned with the [Clark County Comprehensive Economic Development Plan](#), led by the [Columbia River Economic Development Council](#) (CREDC), which provides a roadmap for economic growth and competitiveness through business recruitment, retention and expansion activities in Southwest Washington. CREDC's marketing, branding and business development efforts also help position the area's key industry clusters—computers and electronics, software and technology, clean tech, metals and machinery manufacturing, and life sciences—to remain nationally and globally competitive.

Similarly, this Strategy seeks to complement [Workforce Southwest Washington's 2025-2029 Strategic Plan](#), the region's blueprint for defining and promoting livable-wage jobs, creating pathways for workers to access quality employment opportunities, and helping employers identify and attract talent.

Complementary City Priorities

Vancouver's Economic Development Strategy is connected with the City's values and priorities. It aligns with several frameworks and plans to address key opportunities and challenges impacting our economy and community, including:

- [Vancouver's 2023-2029 Strategic Plan](#)
- [2023 Housing Report and Action Plan](#)
- [Climate Action Framework](#)
- [2024 Vancouver Disparity Study](#)
- [Our Vancouver - Comprehensive Plan 2045](#) (in development)

Implementation Approach

Over the next five years, Vancouver City Council and City Staff, led by the Economic Prosperity and Housing Department, will commit resources to support implementation. This Strategy is purposely biased toward action, not an exhaustive list of potential ideas. Significant effort went into identifying a priority set of Actions where the City is positioned to lead within a limited resource environment. Additionally, the Actions in this Strategy are not meant to be an inflexible to-do list, but rather, to serve as priorities that will be reviewed regularly to ensure the work continues to be responsive to evolving community needs.

In the implementation of each Action, the City is committed to building partnerships with stakeholders and organizations, engaging community members, and utilizing the most recent data available to design initiatives, programs or investment opportunities. In addition, the role of the City will vary according to the Actions. Certain initiatives acknowledge efforts by stakeholders and position the City to be a more engaged partner. Where new programs are proposed, the City will take a lead role in convening, launching, and identifying resources but not necessarily own in the long term. Vancouver continues the long-held belief that organizations working closest to the communities we are seeking to serve will result in the best outcomes.

The City is also committed to transparency and accountability. To ensure progress remains visible and measurable, the City will update the community and elected officials. These updates may include public reports or presentations that track key data trends or milestones, highlight successes and identify challenges or shifts in priorities. By maintaining open lines of communication, the City aims to build trust, invite collaboration and ensure that stakeholders are informed and engaged throughout the strategy's implementation.

DISCOVERY & ANALYSIS

The City embarked on developing a five-year economic development strategy to ensure that it is best positioned to meet the needs of residents, workers, businesses and entrepreneurs. [ECONorthwest](#), our consulting partner, supported this work through analysis, community engagement and facilitation.

The first phase of the strategy development process was to conduct a comprehensive assessment of Vancouver's economy. Data analysis and community perspectives were captured through the following efforts:

- Stakeholder & Community Engagement
 - An online community-wide survey yielding more than 420 unique participants
 - Three distinct focus groups, including medium and large traded sector employers, local serving small businesses and high growth startups and investors.
 - One-on-one interviews with elected officials and City administrators
 - Presentations to stakeholder groups and public boards
- Two separate economic trends analyses: [Comprehensive Plan Economic Conditions & Opportunity Analysis](#) and [Economic Development Strategy Situation Assessment](#)
- Four Community Leaders Steering Committee meetings
- Four Core Planning Team work sessions

Collectively, these efforts anchored the Strategy in a comprehensive understanding of current economic conditions and sentiments. They highlighted opportunities and challenges, community priorities, and potential strategic actions. The key findings that emerged from the discovery phase include:

Growth & Competitiveness

- Vancouver and Clark County are driving regional growth (population and jobs) throughout the Greater Portland Metropolitan Statistical Area.
- The city has a favorable business climate, particularly compared to the region, that attracts investment.
- Most of the city's recent job growth and the industries with the highest local concentration are non-traded sectors (construction, healthcare and social assistance, accommodation and food services, retail, etc.).
- A larger share of people who recently moved to Vancouver work in Washington compared to Oregon, 69% in 2022 compared to 57% in 2017, reflecting the job opportunities in Vancouver and Southwest WA.
- Stakeholders, particularly residents, have lukewarm sentiments regarding residential, commercial and industrial growth.

- Vancouver and Clark County are experiencing a significant increase in new business starts compared to before the pandemic, indicating an increase in entrepreneurial activity.
- Growing perception that small businesses and entrepreneurs do not have access to the local resources they need to support long-term growth.
- Limited commercialization and research and development opportunities hinder innovation in the city.

Quality of Life & Affordability

- Residents are more educated with 32% of adults ages 25 and over having a bachelor's degree or higher in 2023 compared to 26% in 2012.
- Median household incomes climbed to \$80,618 in 2023, up from \$59,000 in 2012.
- Significant racial and ethnic disparities exist in income, education and housing access.
- Increasing concern over the affordability of Vancouver, particularly housing costs and commercial lease rates.
- Better access to quality jobs is residents' most important economic outcome.
- Living wage standards are significantly higher than the area median income for families with kids.
- Growing concern about public safety, property vacancies, and homelessness downtown and in neighborhood business districts.
- A shortage of affordable, reliable childcare is negatively impacting workforce stability.

STRATEGIC CLARITY

Competitive Position: Why Vancouver?

The unique and sustainable value Vancouver currently delivers to residents, workers, businesses and entrepreneurs that must be protected going forward.

At the doorstep of some of the most stunning natural beauty and outdoor recreation opportunities in the United States, Vancouver offers access to big city amenities with the convenience of a smaller, more nimble and connected community. For residents, workers, businesses and entrepreneurs, Vancouver offers:

- An expanding economy with growing market opportunities for entrepreneurs, small businesses and startups to scale.
- A diversity of competitive and growing industries, creating pathways to economic opportunity and stability.
- A favorable business climate, growing talent base and a predictable regulatory environment that is attractive to new investment.
- Access to major West Coast and global markets with a world-class international airport, convenient highway network, deep-water port and established rail infrastructure.
- A strong sustainability ethos with climate advantages that position the community to navigate current and future climate change and natural resource challenges.
- A high quality of life with strong K-12 schools, a post-secondary education and workforce system that creates pathways to quality jobs, accessible transportation options and the availability of top-notch healthcare.
- A supportive and collaborative community with a shared interest and strong commitment to uplifting people.

Long-Term Economic Vision

The ideal future state (20+ years) we are trying to create for Vancouver as a community and an economy.

Vancouver is an inclusive community with an equitable, competitive and innovative economy where:

- Growth is sustained, creating ongoing economic opportunities for workers, businesses and entrepreneurs.
- Industry clusters—advanced manufacturing, computer and electronics, clean tech, software and life sciences—continue to innovate and evolve to include

new technologies such as artificial intelligence, advanced materials or renewable energy.

- Persistent economic disparities experienced by historically marginalized communities are closed, and the city's median household income exceeds the regional average.
- Individuals and families have opportunities to create wealth regardless of background or identity.
- Jobs paying livable wages are accessible across a diversity of industries.
- Entrepreneurs, innovators, and risk-takers are celebrated, and small businesses can access the resources needed to scale.
- Neighborhood business districts are safe, vibrant and welcoming.

STRATEGIC FOCUS & ACTION

Goals

High-level outcomes Vancouver must achieve over the five-year strategy horizon.

Success Metrics

Data and economic trends Vancouver will monitor to evaluate impact and success.

(Note: every effort will be given to disaggregate data to ensure success metrics provide insight into which communities and groups are benefitting from the work of this strategy)

Actions

Vancouver will commit to implementing finite-duration, discretionary programs, initiatives, and investments.

Goal 1: Establish pathways to accessible quality jobs and reduce barriers to economic opportunity

Success Metrics

- Median household income compared to the regional average
- Percent of jobs created resulting from City of Vancouver and partner-supported programs paying at or above Vancouver's living wage standards
- Percent of total jobs occupied by Vancouver residents

Action A: Promote and advance career opportunities in the trades

Many trades careers—carpenters, electricians, plumbers, welders, line workers, machinists, pipefitters, etc.—are attainable without a four-year college degree but still pay livable wages.¹ These same occupations are currently experiencing a labor shortage. The City will partner with existing workforce development, K-12 education, post-secondary education and industry stakeholders to help organize and amplify job fairs, develop marketing campaigns to better promote career opportunities, and partner with local construction and trade organizations to support apprentice and internship opportunities. These efforts will focus on traditional trades-dependent construction jobs, but also sectors such as clean tech, power and energy distribution, telecommunications and advanced manufacturing where skilled trades workers are in high demand. Focus will be on connecting historically underserved and excluded communities, helping to ensure more equitable access to careers in trades.

Potential Partners: Clark College, Washington State University-Vancouver, Workforce Southwest WA, Southwest Washington trades unions, National Association of Minority Contractors-Washington Chapter, Southwest Washington Contractors Association, Building Industry Association of Clark County, other local non-profit construction and trade support organizations, and local K-12 school districts

¹ MIT Livable Wage Calculator: <https://livingwage.mit.edu/>

Action B: Support growth of emerging construction and trades firms

Construction- and trades-related businesses are experiencing a shortage of workers due to an aging workforce, limited entry pathways and declining interest among younger generations. Additionally, systemic barriers, including access to training and resources, have prevented business owners from underrepresented communities from participating, broadening the labor gap. The City will work with local small business technical assistance partners to develop shared goals, align resources and programs, and create a more connected ecosystem to incubate and nurture early-stage businesses, particularly those certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE)², to increase the number of local construction and trades companies.

Potential Partners: The National Association of Minority Contractors-Washington Chapter, Washington Apex Accelerator, State of Washington Office of Minority and Women's Business Enterprises, Southwest Washington trades unions, local small business technical assistance providers, and local government procurement offices

Action C: Develop an Investment Toolbox to support the recruitment and expansion of businesses offering access to quality jobs

Like many communities, employment growth in Vancouver is increasingly concentrated in high-wage and low-wage industries, resulting in the hollowing out of our traditional middle class. Larger employers are essential to livable-wage jobs and access to benefits, and overtime have a significant impact on a community's median household income. The City will work with economic development and workforce development partners to target traded sector business recruitment, retention, and expansion opportunities that offer access to jobs meeting the region's adopted Quality Jobs Standards.³ This includes intentionally growing key regional industry clusters such as advanced manufacturing, computer and electronics, clean tech, software and life sciences. To better facilitate these outcomes, the City will first evaluate its own systems around planning and permitting and recommend adjustments to support business expansion and recruitment. Then, the City will create an Investment Toolbox for job-focused development

² OMWBE State Certification: [State Certification | Office of Minority and Women's Business Enterprises](#)

³ Quality Jobs Framework: <https://workforcesw.org/wp-content/uploads/cwwc-quality-jobs-framework.pdf>

that includes City master planning, property acquisition, development agreement, permitting, and infrastructure investment policies, services, and resources.

Potential Partners: The Columbia River Economic Development Council, Port of Vancouver, Columbia-Willamette Workforce Collaborative and the Center City Redevelopment Authority

Action D: Incentivize employers to invest in childcare options, particularly for lower-income workers

The lack of affordable childcare in Vancouver is a barrier for employers to attract and retain talent and for entrepreneurs seeking to launch a small business. Investing in childcare also aligns with broader community priorities such as reducing poverty, improving public health outcomes and improving education outcomes. It is critical that local employers are part of the solution by offering onsite childcare or investing in community childcare options. The City will research and identify federal and state resources, explore the feasibility of local policy, permitting and code updates, tax breaks, and real estate/redevelopment community benefit agreements to encourage public-private childcare solutions.

Potential Partners: Columbia River Economic Development Council, Greater Vancouver Chamber of Commerce, Workforce Southwest WA, local foundations, local employers, local community-based organizations, and state and local childcare advocacy organizations

Goal 2: Create opportunities for generational wealth, especially for historically underserved and excluded communities, by strengthening support for small businesses

Success Metrics

- Number of new business starts
- Number of new businesses starts in operation past the first two years
- Annual sales/revenues of small businesses supported by City and partner programs

Action A: Enhance product-to-market opportunities for local consumer product entrepreneurs

Product placement with established brick-and-mortar and online retailers can help boost sales and brand reputation. Robust product-to-market programs provide critical support such as market research, packaging design, distribution strategies and access to retail partnerships, helping local consumer product entrepreneurs navigate the complexities of bringing products to market. The City will partner with local small business support organizations to launch new, or expand existing product-to-market programs, evaluate the availability of co-packing facilities and work with larger retailers to facilitate retail partnerships.

Potential Partners: U.S. Small Business Development Center, Washington State University-Vancouver Culinary Institute, Vancouver Farmer's Market, Fourth Plain Commissary Kitchen, Clark College Culinary Institute, Oregon State University – Food Innovation Center (Portland), Portland Community College – Recipe to Market Program, local small business technical assistance providers and established local retailers (brick and mortar, online)

Action B: Connect local small businesses to public contracting opportunities

The City of Vancouver seeks to ensure equitable opportunities for State of Washington OMWBE-certified small businesses⁴ competing for construction, professional services, goods and other services contracts. While the City spends most of its procurement dollars with businesses in the region, about 9% of City contract dollars go to certified companies. This action will seek to align the City's existing small business development efforts with opportunities for federal, state, and local government procurement opportunities through public contracting events, awareness campaigns and “readiness” assessment services.

Potential Partners: State of Washington Office of Minority and Women's Business Enterprises, Washington Apex Accelerator, local small business technical assistance providers and public-sector procurement offices

⁴ OMWBE State Certification: [State Certification](#) | [Office of Minority and Women's Business Enterprises](#)

Action C: Establish a citywide small business revolving loan fund

Access to capital remains a significant challenge to most small businesses. Small businesses are vital to the health of Vancouver's economy, ranging from main street retail establishments to local restaurants, construction businesses, small manufacturers, and software firms. These small businesses provide income for families and create jobs for residents. For many small business owners, particularly those from marginalized populations, their service or product is marketable, but operating capital is out of reach. This issue is even more acute for early-stage businesses that have difficulty qualifying for traditional loans from banks or credit unions. The City will help capitalize and launch a small business revolving loan fund to help improve access to capital for early-stage businesses that don't currently qualify for traditional loans, ensuring that they remain a critical component of Vancouver's economy.

Potential Partners: Washington Department of Commerce, local and regional community development finance institutions, local small business technical assistance providers, local small businesses

Goal 3: Position Vancouver as an inclusive center of innovation and entrepreneurship

Success Metrics

- Employment in the region's innovation-centered industry clusters (computers and electronics, software, clean tech, technology-enhanced manufacturing, life sciences)
- Number and amount of local startup investment deals (angel, seed, venture capital)
- Number and amount of successful startup exits (IPO, M&A)

Action A: Develop a storytelling and marketing campaign to position Vancouver as a center of innovation

The economic success of Vancouver as an entrepreneurship hub is not fully known within the region or nationally. An opportunity exists to help Vancouver transition from a "best-kept secret" status to an acknowledged driver of innovation. Vancouver is home to a blossoming startup community and several nationally competitive innovation-

based industry clusters, such as advanced manufacturing, computer & electronics, software, clean tech and life sciences. A targeted storytelling and marketing campaign will highlight Vancouver's business-friendly policies, quality of life, entrepreneurship ecosystem and innovation-based sectors. By highlighting success stories, showcasing industry and entrepreneurial leaders, and emphasizing its strategic location in the Pacific Northwest, Vancouver can elevate its reputation, spur economic growth, and establish itself as a dynamic and forward-thinking city for businesses, entrepreneurs, investors, and talent.

Potential Partners: Washington Department of Commerce, Columbia River Economic Development Council, Washington State University-Vancouver, local and regional startup support organizations, industry cluster leaders, local entrepreneurs, experienced marketing and communications stakeholders

Action B: Support and host startup networking, pitch, and investment events

An important step in positioning Vancouver as an innovation hub is cultivating a vibrant ecosystem and connecting local entrepreneurs with critical resources. This City will lead in bringing startup pitch, networking, and investment events to Vancouver to provide a platform for startups to showcase their ideas, gain valuable feedback and attract funding from investors. These events will also be positioned to foster collaboration, mentorship, and knowledge-sharing among entrepreneurs, industry leaders and community stakeholders. An important focus of this Action will be to design events to attract a diversity of participants, including startup founders from historically marginalized communities.

Potential Partners: Local/regional startup support organizations, industry cluster leaders, local entrepreneurs and startup investors

Action C: Launch a local early-stage startup investment fund

Access to capital for high-growth startups is critical to building a competitive entrepreneurial ecosystem. Unfortunately, early-stage investors mostly invest in major startup hubs like San Francisco, Seattle, Austin, and New York City, making it difficult for entrepreneurs in smaller markets to attract the investment capital they need to grow.

The City will seek opportunities to help capitalize the fund as well as explore successful models focused on access to early-stage capital (angel and seed), as well as services and resources such as affordable space, founder mentoring and coaching, business development and market analysis, business planning, and networking and peer support opportunities to ensure Vancouver-based startups have access to the full suite of resources they need to grow. The primary purpose of this action is to better position Vancouver to attract and retain talented entrepreneurs, foster local economic development, and leverage the our strategic location near major technology and innovation markets in the Pacific Northwest.

Potential Partners: Local and regional startup support organizations, local entrepreneurs and startup investors

Action D: Evaluate feasibility and identify partners to launch a target industry innovation center

Industry innovation is essential for the long-term economic competitiveness of a region. Specialized innovation centers have the potential to attract public and private investment, including federal and state research grants, venture capital, and corporate partnerships. Such a center would facilitate enhanced research and development through access to advanced product testing equipment and prototyping labs, incubators or accelerators to help new businesses scale, and specialized workforce training programs. Focusing the Innovation Center on one of the region's industry clusters—advanced manufacturing, computer and electronics, clean tech, software and life sciences—could position Vancouver as a regional or national leader in that sector, further attracting businesses, entrepreneurs, investors and skilled talent to the city. While the development of an Innovation Center is a long-term project, initial steps the City can take will include evaluating development feasibility, selecting a target industry, and identifying private and institutional partners.

Potential Partners: Washington Department of Commerce, Columbia River Economic Development Council, Washington State University-Vancouver, Clark College, local/regional startup support organizations, industry cluster businesses and leaders, local entrepreneurs and startup investors

Goal 4: Invest in neighborhood commercial districts that result in safe, vibrant and accessible communities

Success Metrics

- Number of vacant or underutilized commercial properties in priority neighborhood commercial districts
- Number of jobs in priority neighborhood commercial districts
- Access to essential neighborhood services (food, housing, transportation, childcare, medical, etc.) near priority neighborhood commercial districts

Action A: Establish a Neighborhood Business District Improvement Program

Neighborhood business districts serve as hubs for essential goods and services, create local jobs, and foster a sense of place and community for residents. These districts support small businesses, which often reflect the unique character and culture of the community, enhancing the area's identity and vibrancy. However, some existing neighborhood commercial areas struggle with property vacancy or underutilization, have minimal access to essential goods and services, provide few entertainment options or are challenged by persistent blight and public safety issues. The City will seek to create a formal Neighborhood Business District Improvement Program, including identifying priority districts and corridors, and neighborhood-level funding options, such as Business Improvement Areas, to resource services such as security improvements, public realm and district beautification investments, art installations, shop local campaigns, or public events and entertainment activities.

Potential Partners: Neighborhood associations, business district organizations, chambers of commerce, small businesses and property owners

Action B: Leverage City-controlled real estate assets or redevelopment projects to provide affordable commercial solutions

For many entrepreneurs and small businesses, current market-rate commercial leases are too expensive, creating a barrier to business growth, limiting economic diversity, and often leading to an increase in underutilized properties. The City will evaluate opportunities to leverage existing City-owned real estate assets or redevelopment projects to offer affordable commercial opportunities for qualified businesses, including culturally centered small businesses and high-growth startups. A key component of this effort would also include researching best practices related to community ownership, co-op, or adaptive reuse models.

Potential Partners: Center City Redevelopment Authority, partner real estate developers, small business technical assistance providers and local small businesses

AN ORDINANCE relating to management of the public rights-of-way, granting to Ezee Fiber Texas, LLC and its affiliates (“Grantee”), a limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 087-25

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Right-of-Way Telecommunications Franchise Agreement for Ezee Fiber Texas, LLC (Ezee Fiber)

Key Points

The proposed franchise ordinance establishes the terms and conditions to construct and maintain telecommunications facilities within the City’s rights-of-way.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Present Situation

Ezee Fiber wishes to occupy and utilize portions of the City’s rights-of-way for the purpose of installing, maintaining, and operating a fiber broadband business. Cities cannot deny the grant of a franchise like this, but may require a permit or franchise for the use of its rights-of-way for telecommunications facilities pursuant to RCW 35.99.030. The City is precluded from charging a franchise fee for such use pursuant to RCW 35.21.860.

The proposed ordinance establishes the mandatory terms and conditions under which the franchisee must maintain and operate its telecommunications facilities within the rights-of-way. The City has granted several similar non-exclusive telecommunications franchises to different companies, and federal law requires that the franchise terms not put one or more other franchisees at a competitive disadvantage relative to other providers. As such, these franchises tend to be very similar over time.

City staff worked with Ezee Fiber to negotiate the terms of this proposed franchise ordinance in a way that balances local aesthetics, character, public health and welfare, and maintaining City control of its streets, while also gaining technological benefits and connectivity for the City’s residents and businesses to the greatest extent possible.

Advantage(s)

This proposed franchise would formalize the terms and conditions for Ezee Fiber’s use of the City’s rights-of-way.

Challenge(s)

Additional facilities may present a visual impact to the City’s rights-of-way, although Ezee Fiber

advised that most of their facility builds involve horizontal boring underground.

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, April 21, 2025, advance the ordinance allowing the City to sign the franchise agreement with Ezee Fiber Texas, LLC on first reading, setting a date for second reading and public hearing on May 19, 2025.

Staff Contact

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney,
aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:

1. Ordinance - Franchise Agreement

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to Ezee Fiber Texas, LLC and its affiliates (“Grantee”), a limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

WHEREAS, RCW 35A.47.040 authorizes City to grant, permit, and regulate “nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service”; and

WHEREAS, RCW 35A.47.040 further requires that “no ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by

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the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective”; and

WHEREAS, Grantee is a telecommunication company that provides internet and VoIP services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to RCW 35A.47.040, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being granted more than five days after its introduction, at a regular meeting by at least a majority of the entire Council, and has been reviewed by the City Attorney’s Office, all pursuant to RCW 35A.47.040; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with

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the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Abandoned Facilities” means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Construction” or “Construct” shall mean constructing, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

“Day” means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

“Effective Date” means the date the last party signs this Franchise.

“Facilities” means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

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"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct and operate its Facilities to provide Telecommunication Services.

"Grantee" means Ezee Fiber Texas, LLC and its affiliates, a limited liability company licensed to do business in Washington, or its lawful successor, transferee, or assignee.

"Hazardous Substances" shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

"Permittee" means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

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"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

"Telecommunication Services" means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RWC 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for an additional five-year term. If Grantee desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after notice or demand to comply with any term of this Franchise, but the City shall have no obligation to do so. No forbearance by City of any term or

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condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Grantee's Telecommunication Services fall outside the definition of "telephone business" in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it

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Does not require codification

shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public project necessitates the relocation of Grantee's then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of the improvement project provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's

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Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims,

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injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as to not interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least 14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay all such expenses, and the path for moving the oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains

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any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of improvements in the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee fails to remove the Abandoned Facilities as required, then City may incur costs to remove the Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 30 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

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13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done

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Does not require codification

whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System)

RCW 58.09.130 - Monuments Disturbed by Construction Activities

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible

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for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities breaks, is damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and obtaining any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

Section 17. Dangerous Conditions, Authority for City to Abate.

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions

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Does not require codification

necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish to the City a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of \$25,000 to ensure performance of Grantee's obligations under this Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the

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street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to refuse any request for a permit to extend Facilities. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

21.2 City shall always have the authority to control by appropriate regulation the location, elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being

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Does not require codification

notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any such laws, rules, recommendations, or regulations, whether Grantee's acts or activities were intentional or unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

Section 26. Utility Poles. The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 27. Insurance.

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Does not require codification

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee's performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	\$5,000,000
General Aggregate Per Occurrence	\$5,000,000
Products & Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$2,000,000
Blanket Contractual Liability	\$2,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	\$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
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	\$1,000,000

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO 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.

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Does not require codification

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee 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.

27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

27.4 All policies shall be issued by an insurance company licensed to do business in the State of Washington.

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise;

ORDINANCE - 18

Does not require codification

28.2 The provisions of Section 18.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

28.4 Grantee's obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, and expenses were caused by the sole negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, or contractors. Grantee releases and waives any such claims against City, its officers, agents, employees, or contractors. Grantee further agrees to indemnify, hold harmless, and defend

ORDINANCE - 19

Does not require codification

City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to

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Does not require codification

Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

Section 30. Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

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Does not require codification

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of both Parties. Any modification(s) shall be by ordinance of the City Council and accepted by the Grantee.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee's Facilities for Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise is unenforceable, it shall revise the clause to reflect the intent of the Parties as

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Does not require codification

closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("UTC"), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person; Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

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Does not require codification

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

City:

City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Grantee:

Ezee Fiber Texas, LLC
5959 Corporate Dr., Suite 2000
Houston, TX, 77036

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City's Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance.

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Does not require codification

Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council and publication of a summary of the Ordinance pursuant to City Charter.

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Does not require codification

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

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Does not require codification

Accepted by _____:

By: _____
Name and official capacity

Grantee, _____, for itself, its successors, and assigns, accepts all terms and conditions of the foregoing Franchise.

In witness whereof, _____ has signed this _____th day of _____, 20____.

Notary Public in and for the state of _____
Residing in _____
My commission expires _____

ORDINANCE - 27

Does not require codification

To: Mayor and City Council
From: City Manager
Date: April 21, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for April 21, 2025.

Attachments:

1. April 21, 2025 Claim Vouchers

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:

\$ 15,350,425.56 this 21st day of April 2025.

MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2025.04.15 09:33:12 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 07, 2025 - April 13, 2025	Accounts Payable Checks (see attached)	\$ 11,007,028.86
April 07, 2025 - April 13, 2025	Hansen City Payments (see attached)	\$ 47,801.38
April 07, 2025 - April 13, 2025	Visa Refunds (see attached)	\$ 3,445.59
April 07, 2025 - April 13, 2025	Payroll Checks (see attached)	\$ 4,292,149.73
TOTAL		\$ 15,350,425.56

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	24727	4/9/2025	188.13	Invest West Management	16916 SE 2ND ST VANCOUVER,WA,98684
Ad Hoc Payment	Check	24728	4/9/2025	163.46	Jhoan Manuel Herrera Giraldo	16015 NE 37TH ST VANCOUVER,WA,98682
Ad Hoc Payment	Check	24729	4/9/2025	19.39	Kelly,Michael	1101 W 33RD WAY VANCOUVER,WA,98660
Ad Hoc Payment	Check	24730	4/9/2025	336.00	McGarrity,Erik	2712 WEIGEL AVE VANCOUVER,WA,98660
Ad Hoc Payment	Check	24731	4/9/2025	8,988.54	Ten Talents Investments 26 llc C/O Adera,Operating / Holland Residential	411 COLUMBIA ST VANCOUVER,WA,98660
Ad Hoc Payment	Check	24732	4/9/2025	92.21	Whitesmith,Rodney or Terri	3203 SE 155TH AVE VANCOUVER,WA,98683
Supplier Payment	Check	24733	4/9/2025	10,800.00	Afghan Associates Inc	
Supplier Payment	Check	24734	4/9/2025	2.80	Airgas, Inc	
Supplier Payment	Check	24735	4/9/2025	1,078.66	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	24736	4/9/2025	798.00	Allegheny Answering Services	
Supplier Payment	Check	24737	4/9/2025	4,340.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	24738	4/9/2025	5,494.79	Almetek Industries Inc	
Supplier Payment	Check	24739	4/9/2025	278.80	American Sani-Can	
Supplier Payment	Check	24740	4/9/2025	1,282.66	Annas Consultants Inc	
Supplier Payment	Check	24741	4/9/2025	16,394.07	Apex Mechanical LLC	
Supplier Payment	Check	24742	4/9/2025	4,181.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	24743	4/9/2025	5,296.82	Car Toys, Inc.	
Supplier Payment	Check	24744	4/9/2025	23,339.19	Cellco Partnership - Remit- To: Cellco - Dallas	
Supplier Payment	Check	24745	4/9/2025	3,506.96	City Bark & Recycling LLC	
Supplier Payment	Check	24746	4/9/2025	615,249.82	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	24747	4/9/2025	92,775.22	Clary Longview LLC	
Supplier Payment	Check	24748	4/9/2025	8,315.55	Cobalt Designworks LLC	
Supplier Payment	Check	24749	4/9/2025	3,500.00	Colliers International Holdings (USA) Inc.	
Supplier Payment	Check	24750	4/9/2025	9,678.03	Columbia Resource Company	
Supplier Payment	Check	24751	4/9/2025	17,588.11	Columbia Resource Company	
Supplier Payment	Check	24752	4/9/2025	118.61	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24753	4/9/2025	2,293.37	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24754	4/9/2025	20,552.72	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	24755	4/9/2025	1,177.74	Community Foundation for Southwest Washington	
Supplier Payment	Check	24756	4/9/2025	73,071.00	Contech Engineered Solutions LLC	
Supplier Payment	Check	24757	4/9/2025	2,258.54	Core and Main LP - Remit- To: Core and Main LP	
Supplier Payment	Check	24758	4/9/2025	595.20	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	24759	4/9/2025	412.50	Daniel Evan Mroz	
Supplier Payment	Check	24760	4/9/2025	341.00	Dan Jones Inc	
Supplier Payment	Check	24761	4/9/2025	13,315.75	Datec Inc	
Supplier Payment	Check	24762	4/9/2025	6,615.00	Davidson Benefits Planning	
Supplier Payment	Check	24763	4/9/2025	600.57	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	24764	4/9/2025	276.10	Dex Media West	
Supplier Payment	Check	24765	4/9/2025	330.83	DKS Associates Inc	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	24766	4/9/2025	2,000.00	Eric Thomas Lanciault	
Supplier Payment	Check	24767	4/9/2025	1,455.00	EU Automation Inc.	
Supplier Payment	Check	24768	4/9/2025	56.52	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	24769	4/9/2025	1,149.32	Fazio Bros Sand Co Inc	
Supplier Payment	Check	24770	4/9/2025	67,197.89	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	24771	4/9/2025	18,362.71	Friends of Trees	
Supplier Payment	Check	24772	4/9/2025	2,971.90	FTRS, LCC	
Supplier Payment	Check	24773	4/9/2025	77,034.30	GBD Architects	
Supplier Payment	Check	24774	4/9/2025	20,827.74	Hawks Ridge Assisted Living	
Supplier Payment	Check	24775	4/9/2025	5,150.56	H D Fowler Company Inc	
Supplier Payment	Check	24776	4/9/2025	97.83	J-2 Blueprint Supply Co.	
Supplier Payment	Check	24777	4/9/2025	2,234.33	Kar-Gor Inc	
Supplier Payment	Check	24778	4/9/2025	1,482.31	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	24779	4/9/2025	3,182.58	L.N. Curtis & Sons	
Supplier Payment	Check	24780	4/9/2025	1,798.75	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	24781	4/9/2025	1,913.17	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	24782	4/9/2025	1,672.25	Lakeyland Inc	
Supplier Payment	Check	24783	4/9/2025	10,974.99	Language Line Services, Inc.	
Supplier Payment	Check	24784	4/9/2025	2,513.02	Level 3 Financing, Inc	
Supplier Payment	Check	24785	4/9/2025	2,562.51	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	24786	4/9/2025	179.52	Mark IV Enterprises Inc	
Supplier Payment	Check	24787	4/9/2025	104.60	MedTox Laboratories, Inc.	
Supplier Payment	Check	24788	4/9/2025	1,575.00	Message Gears LLC	
Supplier Payment	Check	24789	4/9/2025	333,466.50	Midway Underground LLC	
Supplier Payment	Check	24790	4/9/2025	1,393.51	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	24791	4/9/2025	775.52	National Safety Inc	
Supplier Payment	Check	24792	4/9/2025	14,216.56	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	24793	4/9/2025	1,791.27	One Call Concepts Inc	
Supplier Payment	Check	24794	4/9/2025	264.33	Orion Medical Supply	
Supplier Payment	Check	24795	4/9/2025	31.25	PDH Creative	
Supplier Payment	Check	24796	4/9/2025	51,000.00	PlanIT Geo, Inc.	
Supplier Payment	Check	24797	4/9/2025	105.00	Porter W Yett Company	
Supplier Payment	Check	24798	4/9/2025	22,477.17	PPC Solutions Inc	
Supplier Payment	Check	24799	4/9/2025	30,532.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	24800	4/9/2025	8,682.91	Ready Rebound, Inc.	
Supplier Payment	Check	24801	4/9/2025	1,000.00	Recast City, LLC	
Supplier Payment	Check	24802	4/9/2025	1,011.52	Resolute Documentation Services	
Supplier Payment	Check	24803	4/9/2025	10,000.00	Robert C Boruchowitz	
Supplier Payment	Check	24804	4/9/2025	22,482.43	San Diego Police Equipment Co Inc	
Supplier Payment	Check	24805	4/9/2025	47,480.88	Scott Edwards Architecture LLP	
Supplier Payment	Check	24806	4/9/2025	16,878.44	SeaWestern Inc	
Supplier Payment	Check	24807	4/9/2025	4,309.77	Shrums Pest Control	
Supplier Payment	Check	24808	4/9/2025	4,810.00	SiteCrafting Inc	
Supplier Payment	Check	24809	4/9/2025	425.56	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	24810	4/9/2025	10,306.00	Stacy Cecchet PHD	
Supplier Payment	Check	24811	4/9/2025	11.69	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	24812	4/9/2025	50.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	24813	4/9/2025	302.20	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	24814	4/9/2025	666.26	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	24815	4/9/2025	7.45	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24816	4/9/2025	10.36	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24817	4/9/2025	30.51	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24818	4/9/2025	1,804.49	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	24819	4/9/2025	600.00	Triangle Resources Inc	
Supplier Payment	Check	24820	4/9/2025	1,249.56	Triple J Enterprises	
Supplier Payment	Check	24821	4/9/2025	1,609.21	Troxler Electronic Laboratories Inc - Remit-To: Troxler Electronic Laboratories Inc	
Supplier Payment	Check	24822	4/9/2025	13.23	United Parcel Service	
Supplier Payment	Check	24823	4/9/2025	757.92	United States Dosimetry Technology Inc	
Supplier Payment	Check	24824	4/9/2025	3,661.79	Valentine NW LLC	
Supplier Payment	Check	24825	4/9/2025	4,159.41	Vancouver Granite Works Inc	
Supplier Payment	Check	24826	4/9/2025	1,314.45	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	24827	4/9/2025	114.40	Vestis Group, Inc - Remit- To: Vestis - Pasadena	
Supplier Payment	Check	24828	4/9/2025	897.32	W.B. Sprague Co. Inc.	
Supplier Payment	Check	24829	4/9/2025	21,594.66	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	24830	4/9/2025	2,520.94	Wex Bank	
Supplier Payment	Check	24831	4/9/2025	75,688.27	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	24832	4/9/2025	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Miscellaneous Payment	Check	24833	4/9/2025	695.65	Burnt Creek Log Ctr Owner, LLC	CMI-368229 (jobsite: 5920 NE 162ND AVE VANCOUVER WA 98682)
Miscellaneous Payment	Check	24834	4/9/2025	406.00	Cirque Entertainment	REFUND - overpay on INV#77074079
Miscellaneous Payment	Check	24835	4/9/2025	20.97	EDGEFI	Refund parking permit COV14331
Miscellaneous Payment	Check	24836	4/9/2025	5,064.00	Marten Law, LLP	Refund overpayment of COV BL Fees
Miscellaneous Payment	Check	24837	4/9/2025	6.45	SHANNON KRULA	On street parking refund for COV14180
Supplier Payment	Check	24713	4/10/2025	5,957.00	Aflac	
Supplier Payment	Check	24714	4/10/2025	6,379.95	AFSCME Local #307	
Supplier Payment	Check	24715	4/10/2025	334.00	California State Disbursement Unit	
Supplier Payment	Check	24716	4/10/2025	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	24717	4/10/2025	491.00	Hawaii SDU	
Supplier Payment	Check	24718	4/10/2025	840.70	IAM Local #1374	
Supplier Payment	Check	24719	4/10/2025	8,969.24	Life Insurance Company of North America	
Supplier Payment	Check	24720	4/10/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	24721	4/10/2025	100.00	OPEIU Local #11	
Supplier Payment	Check	24722	4/10/2025	4,712.41	OPEIU Local #11	
Supplier Payment	Check	24723	4/10/2025	888.00	Teamsters Local #58	
Supplier Payment	Check	24724	4/10/2025	245.00	UA Local #290	
Supplier Payment	Check	24725	4/10/2025	3,131.40	Western Conference of Teamsters	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	24726	4/10/2025	1,455.90	Western Metal Industry Pension Plan	
			Check	1,926,962.53		
Cash Advance Payment	Direct Deposit	EFT-00293610	4/10/2025	289.75	Nikki Chen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00293611	4/10/2025	120.00	Dustin Goudschaal	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00293612	4/10/2025	120.00	Max Musich	Travel Advance
Expense Payment	Direct Deposit	EFT-00293613	4/10/2025	87.00	Troy Lukes	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00293614	4/10/2025	261.00	Ben McCormack	Travel Advance
Expense Payment	Direct Deposit	EFT-00293615	4/10/2025	275.00	Jordan Shepherd	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293616	4/10/2025	106.00	Maxwell Archer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293617	4/10/2025	67.03	Katherine Kelly	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293618	4/10/2025	3.75	Brandy Osborn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293619	4/10/2025	275.00	Joseph Schrater	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293620	4/10/2025	152.74	Chad Eiken	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293621	4/10/2025	275.00	Joseph Gilcrest	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293622	4/10/2025	392.56	Nathan Hipple	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293623	4/10/2025	275.00	Kacey Mackman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293624	4/10/2025	275.00	Jake Cahill	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293625	4/10/2025	768.00	Mark Person	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00293626	4/10/2025	70.56	Anne McEnerry-Ogle	Employee Reimbursement
			Direct Deposit	3,813.39		
Supplier Payment	EFT	EFT-00293556	4/10/2025	134.95	Legal Shield	
Supplier Payment	EFT	EFT-00293557	4/10/2025	970.02	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00293558	4/10/2025	12,416.94	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00293559	4/10/2025	34,057.42	IAFF Local #452	
Supplier Payment	EFT	EFT-00293560	4/10/2025	20,638.41	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00293561	4/10/2025	807.50	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00293562	4/10/2025	14,492.50	Alta Planning & Design	
Supplier Payment	EFT	EFT-00293564	4/10/2025	12,728.56	Duke's Root Control Inc.	
Supplier Payment	EFT	EFT-00293565	4/10/2025	18,750.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00293566	4/10/2025	2,647.84	Continuant, Inc.	
Supplier Payment	EFT	EFT-00293567	4/10/2025	5,000.00	The Arts Centered	
Supplier Payment	EFT	EFT-00293568	4/10/2025	663.08	Loma Media Partners	
Supplier Payment	EFT	EFT-00293569	4/10/2025	38,844.50	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00293570	4/10/2025	5,225.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00293571	4/10/2025	9,683.13	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00293572	4/10/2025	10,668.54	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00293573	4/10/2025	8,761.66	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00293574	4/10/2025	250,954.00	Construction Services Group, Inc.	
Supplier Payment	EFT	EFT-00293575	4/10/2025	1,000.00	Cathryn Zhu Chen	
Supplier Payment	EFT	EFT-00293576	4/10/2025	171,258.84	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00293577	4/10/2025	169,393.32	Stellar J Corporation	
Supplier Payment	EFT	EFT-00293578	4/10/2025	225,249.63	F.D. Thomas, Inc.	
Supplier Payment	EFT	EFT-00293579	4/10/2025	971.41	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00293580	4/10/2025	1,055.25	Allegiance Benefit Plan Management Inc (Pension and Flex).	
Supplier Payment	EFT	EFT-00293581	4/10/2025	244.50	Pacific Drain Services LLC	
Supplier Payment	EFT	EFT-00293582	4/10/2025	1,000.00	Robert M Weissbourd	
Supplier Payment	EFT	EFT-00293583	4/10/2025	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00293584	4/10/2025	26,555.00	APE Studio, Inc	
Supplier Payment	EFT	EFT-00293585	4/10/2025	57,816.58	Live Love Outreach	
Supplier Payment	EFT	EFT-00293586	4/10/2025	15,187.73	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00293587	4/10/2025	9,500.00	Be Accessible Inc	
Supplier Payment	EFT	EFT-00293588	4/10/2025	70,804.61	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00293589	4/10/2025	30,158.00	United Site Services of Nevada, Inc.	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00293590	4/10/2025	8,871.50	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00293591	4/10/2025	439,052.03	Capture Energy, LLC	
Supplier Payment	EFT	EFT-00293592	4/10/2025	120,004.80	McClure and Sons Inc.	
Supplier Payment	EFT	EFT-00293593	4/10/2025	64,112.50	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00293594	4/10/2025	30,976.00	The Exhibits Department, LLC	
Supplier Payment	EFT	EFT-00293595	4/10/2025	8,739.69	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00293596	4/10/2025	7,522.87	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00293597	4/10/2025	166,203.21	Del Sol Inc	
Supplier Payment	EFT	EFT-00293598	4/10/2025	657,667.15	Operations Management International Inc	
Supplier Payment	EFT	EFT-00293599	4/10/2025	1,861,881.12	Tapani Inc	
Supplier Payment	EFT	EFT-00293600	4/10/2025	2,000.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00293601	4/10/2025	150,733.85	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00293602	4/10/2025	16,499.40	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00293603	4/10/2025	3,945.36	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00293604	4/10/2025	900.00	Rock Creek Communications, LLC	
Supplier Payment	EFT	EFT-00293605	4/10/2025	1,000.00	Charisse Conanan	
Supplier Payment	EFT	EFT-00293606	4/10/2025	2,000.00	The Foundation WA	
Supplier Payment	EFT	EFT-00293607	4/10/2025	7,292.70	Jeffries Construction	
Supplier Payment	EFT	EFT-00293608	4/10/2025	7,322.07	Picard Corp	
Supplier Payment	EFT	EFT-00293609	4/10/2025	18,680.90	Council for the Homeless	
			EFT	4,804,527.31		
Supplier Payment	Manual Wire		4/1/2025	55,702.65	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		4/8/2025	162.78	Keybank National Association	
Supplier Payment	Manual Wire		4/9/2025	395,878.83	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		4/10/2025	29,000.00	Washington State Firefighters	
Supplier Payment	Manual Wire		4/10/2025	6,160.27	Washington SDU	
Supplier Payment	Manual Wire		4/10/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		4/10/2025	23,661.36	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		4/10/2025	352,032.85	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		4/10/2025	34,336.46	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		4/10/2025	70,330.94	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		4/11/2025	955,124.42	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		4/11/2025	14,820.60	Washington Dental Service	
Supplier Payment	Manual Wire		4/11/2025	149,309.95	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		4/11/2025	187.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		4/11/2025	1,316,010.98	Internal Revenue Service	
Procurement Card Payment	Manual Wire		4/11/2025	868,420.54	CoV JPM Procurement Card	
			Manual Wire	4,271,725.63		
			Checks	1,926,962.53		
			Direct Deposit	3,813.39		
			EFT	4,804,527.31		
			4/14/2025	47,801.38	City Payments	Posted 04-07-25 to 04-13-25
			Hansen Total	47,801.38		
			4/14/2025	1,866.59	Miscellaneous	Parks Class Refunds FCC 04-07-25 to 04-13-25
			4/14/2025	1,579.00	Miscellaneous	Parks Class Refunds MCC 04-07-25 to 04-13-25
			VISA Total	3,445.59		
			Payroll Total	4,292,149.73		

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
			GRAND TOTAL	15,350,425.56		

City of Vancouver
Payroll Council Report
April 07, 2025 - April 13, 2025

Check No.	Date	Explanation	Amount
2748 - 2762	04/10/25	April 10 Payroll	\$ 4,464.21
291650 - 293555	04/10/25	April 10 Direct Deposits	\$ 4,287,685.52

\$ 4,292,149.73