Vancouver City Council

Anne McEnerny-Ogle, Mayor
Bart Hansen - Ty Stober - Erik Paulsen
Sarah J. Fox - Diana H. Perez - Kim D. Harless

City Council Meeting Agenda
June 9, 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. June 9, 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 June 9, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on June 9, 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: 3:30-6:00 p.m.

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

2025 First Supplemental Budget
(Approximately 45 minutes)

Shannon Olsen, Budget Manager, shannon.olsen@cityofvancouver.us

Housing Action Update
(Approximately 45 minutes, to immediately follow the previous workshop)

Patrick Quinton, Economic Development Director, patrick.quinton@cityofvancouver.us

Off-Street Parking Minimums for Affordable Housing
(Approximately 1 hour, to immediately follow the previous workshop)

Chim Chune Ko, Principal Project Manager, ChimChune.Ko@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

Approval of Minutes

Minutes - May 19, 2025

Proclamations

Juneteenth

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. RCW 42.17A.555 and City Council Policy 100-32 prohibit the use of public facilities to support or oppose any ballot measure, or to support or oppose any candidate for elective office. Any violation of these rules could result in a suspension of speaking privileges during public comment periods at City Council Meetings for 90 days or longer for multiple offenses.

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 Preservation Project - Bid ITB 25-26

Staff Report: 112-25

Request: On Monday, June 9, 2025, award a construction contract for the 2025 Pavement Preservation Project to the lowest responsive and responsible bidder, Doolittle Construction LLC, Snoqualmie, Washington, at their bid price of $3,113,000, which includes Washington State sales tax, and authorize the City Manager, or designee, to execute the same.

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

2. Bid Award - Simpson & Thompson (S&T) Subbasins Retrofits - Bid #25-01

Staff Report: 113-25

Request: On Monday, June 9, 2025, authorize the City Manager, or designee, to award a construction contract for the Simpson & Thompson (S&T) Subbasins Retrofits project to the lowest responsive and responsible bidder, Grade Werks Excavating LLC, Battle Ground, Washington, USA at its bid price of $1,661,263, and authorize the City Manager, or designee, to finalize and execute the same.

Ryan Paulsen, Civil Engineer, Ryan.Paulsen@cityofvancouver.us

3. Contract Approval - New Public Works Operations Campus General Contractor/Construction Manager (GCCM), Skanska USA

Staff Report: 114-25

Request: On Monday, June 9, 2025, authorize the City Manager, or designee, to enter into a preconstruction services contract with Skanska USA Building Inc. of Portland, OR with an hourly, not to exceed amount of $897,758 and fixed fee specified general conditions of $2,331,834.

Jason Olson, Capital Projects Project Manager, Jason.Olson@cityofvancouver.us

4. Contract - Safe Park Service Provider Contract Agreement with Live Love Outreach - C-101967

Staff Report: 115-25

Request: On Monday, June 9, 2025, authorize the City Manager, or designee, to approve the professional services contract with Live Love Outreach of Vancouver, WA, and to authorize the City Manager, or designee, to execute a contract for delivery of supportive services and site management at city-sanctioned Safe Park Community.

Kimbra Ledbetter, Financial Analyst, Kimbra.Ledbetter@cityofvancouver.us

5. Interlocal Agreement - Water Service Area Boundary Update

Staff Report: 116-25

Request: On Monday, June 9, 2025, authorize the City Manager, or designee, to finalize and execute an interlocal agreement between the City of Vancouver and Clark Public Utilities.

Nick Massey, Civil Engineer, Nick.Massey@cityofvancouver.us

6. Interlocal Agreement - Fort Vancouver Regional Library District (“FVRLD”) for the Utilization of Video Production Services Provided by the City/County Cable Television Office

Staff Report: 117-25

Request: On Monday, June 9, 2025, authorize the City Manager, or designee, to finalize and execute the proposed interlocal agreement with the Fort Vancouver Regional Library District for the utilization of video production services provided by the City/County Cable Television Office.

Jim Demmon, Video Services Manager, Cary Driskell, Assistant City Attorney, jim.demmon@cityofvancouver.us, cary.driskell@cityofvancouver.us

7. Urban Forestry Commission Appointment

Request: On Monday, Monday, June 9, 2025, appoint Lauren Danner and Heidi Mandler-Huff to full-term positions on the Urban Forestry Commission, with a term beginning June 30, 2025, and expiring June 30, 2029, and Ammaar Akhtar to a mid-term position, with a term beginning immediately and expiring June 30, 2026.

Subcommittee 1

8. Approval of Claim Vouchers

Request: Approve claim vouchers for June 9, 2025.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

9. 2025 Charter Amendment - Election by Districts

***Option A* - A RESOLUTION** to submit to the voters of the City of Vancouver a proposal to add Section 2.19 requiring the City Council to appoint a Districting Commission to divide the city into four voting districts of roughly equal population, have districted council candidates elected within their own district for both the primary and general elections, have two council candidates elected at-large, city-wide, and have the Mayor elected city-wide.

***Option B* - A RESOLUTION** to submit to the voters of the City of Vancouver a proposal to add Section 2.19 requiring the City Council to appoint a Districting Commission to divide the city into four voting districts of roughly equal population, have districted council candidates nominated within their own district by the primary election and elected city-wide in the general election, have two council candidates elected at-large, city-wide, and have the Mayor elected city-wide.

Staff Report: 118-25

Request: On Monday, June 9, 2025, adopt the resolution placing the proposed amendment to the City of Vancouver's charter on the November 4, 2025, general election ballot.

Aaron Lande, Program and Policy Development Manager, aaron.lande@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Amendments to Council Policy 100-06, Council Appointment of Community Members to

Adjournment

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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.

CITY OF Vancouver WASHINGTON

2025 First Supplemental Budget

Shannon Olsen
Budget Manager
Financial & Management Services
June 9, 2025

Agenda

- Overview
- Economic Update
- Operating Budget
- Capital Budget
- FTE Summary
- Next Steps

Supplemental Budget Overview

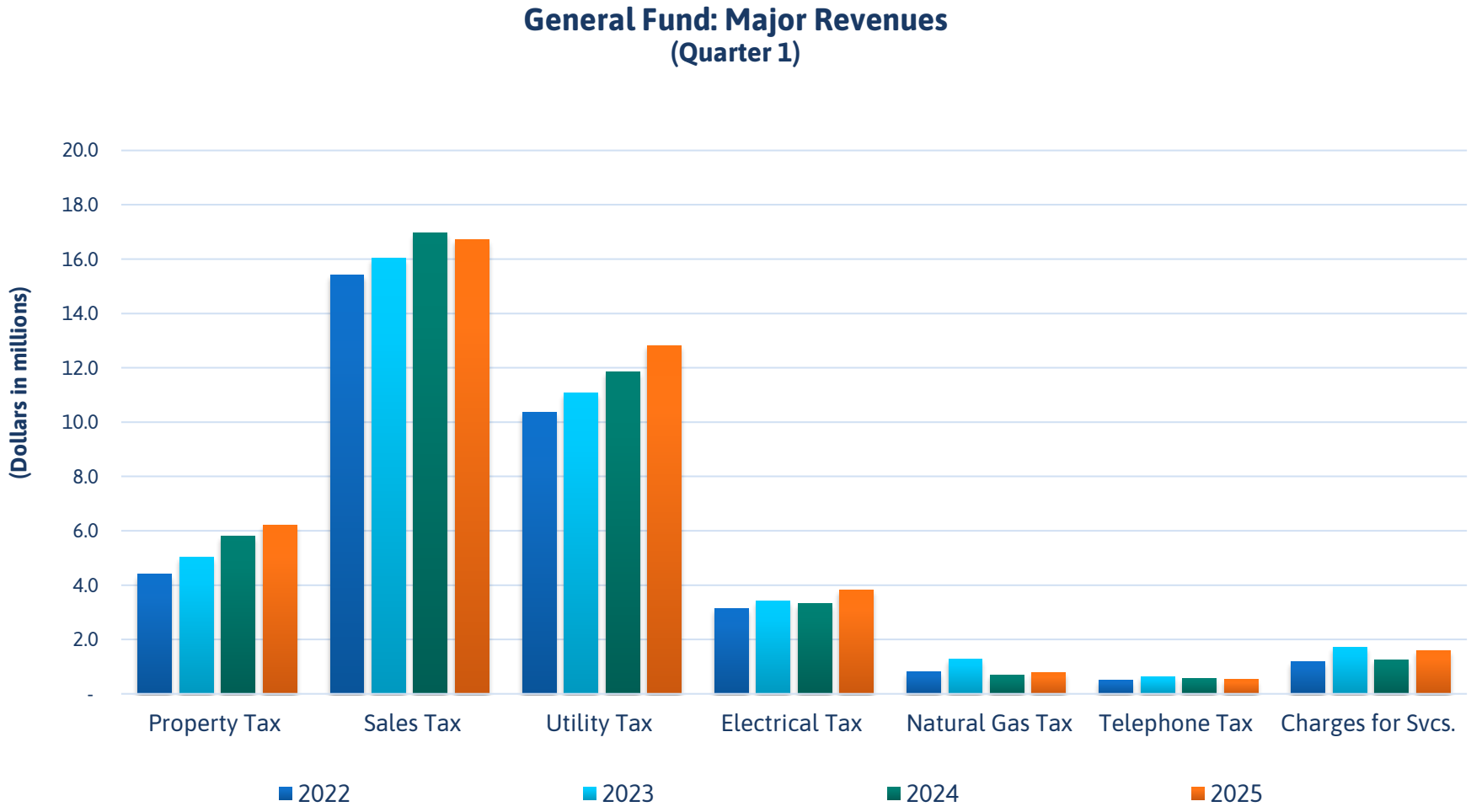
2025 First Supplemental

Overview

- Background:
  - Supplemental Appropriation - a mid-biennial budget amendment that allows for necessary adjustments to the adopted biennial budget as a result of unanticipated circumstances.
  - Council approval is required for increases in appropriations and staffing.
- Scope:
  - Carryforward Requests from 2024
  - Administrative / Clean-up Items
  - New Requests, with Revenue Support

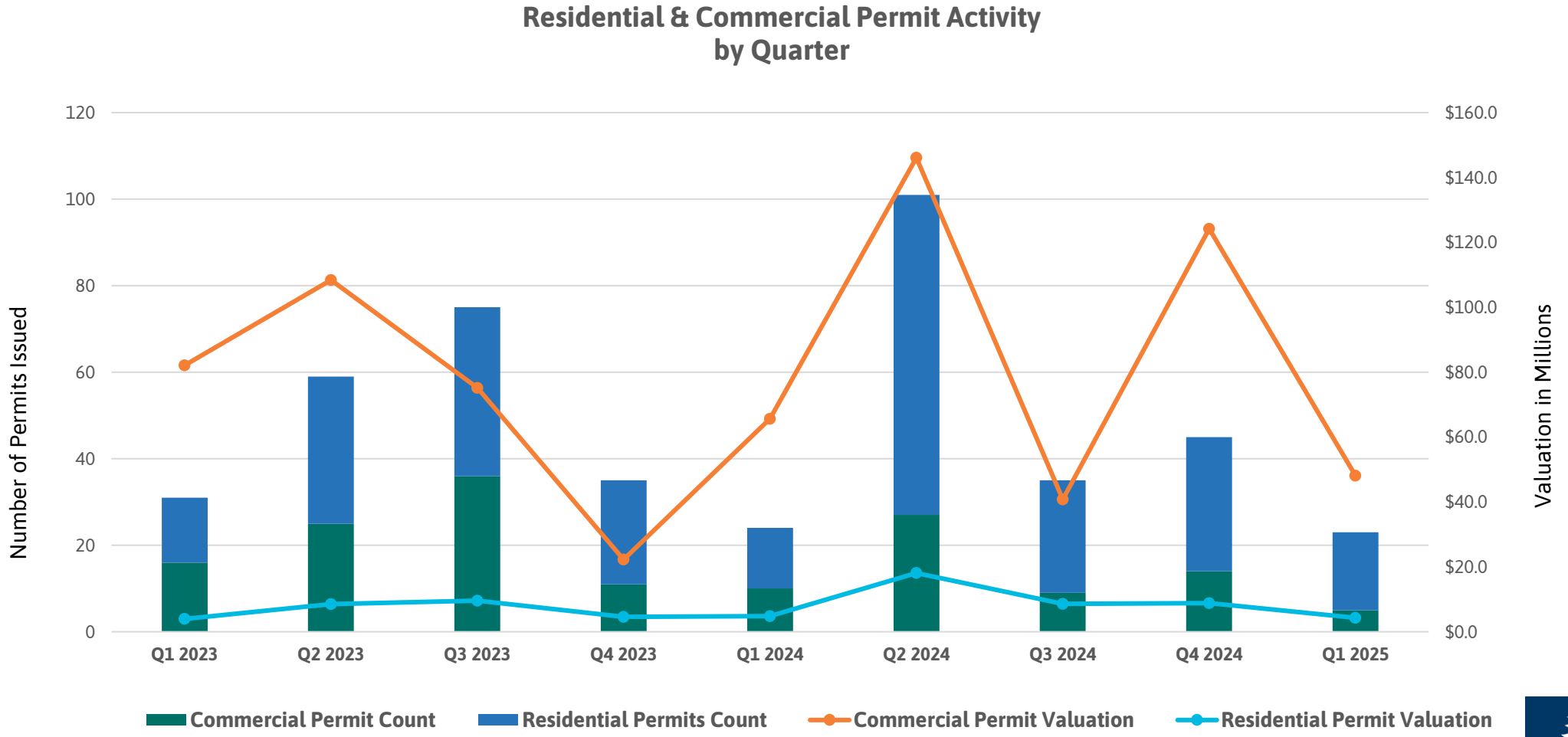
2025 First Supplemental

Economic Environment



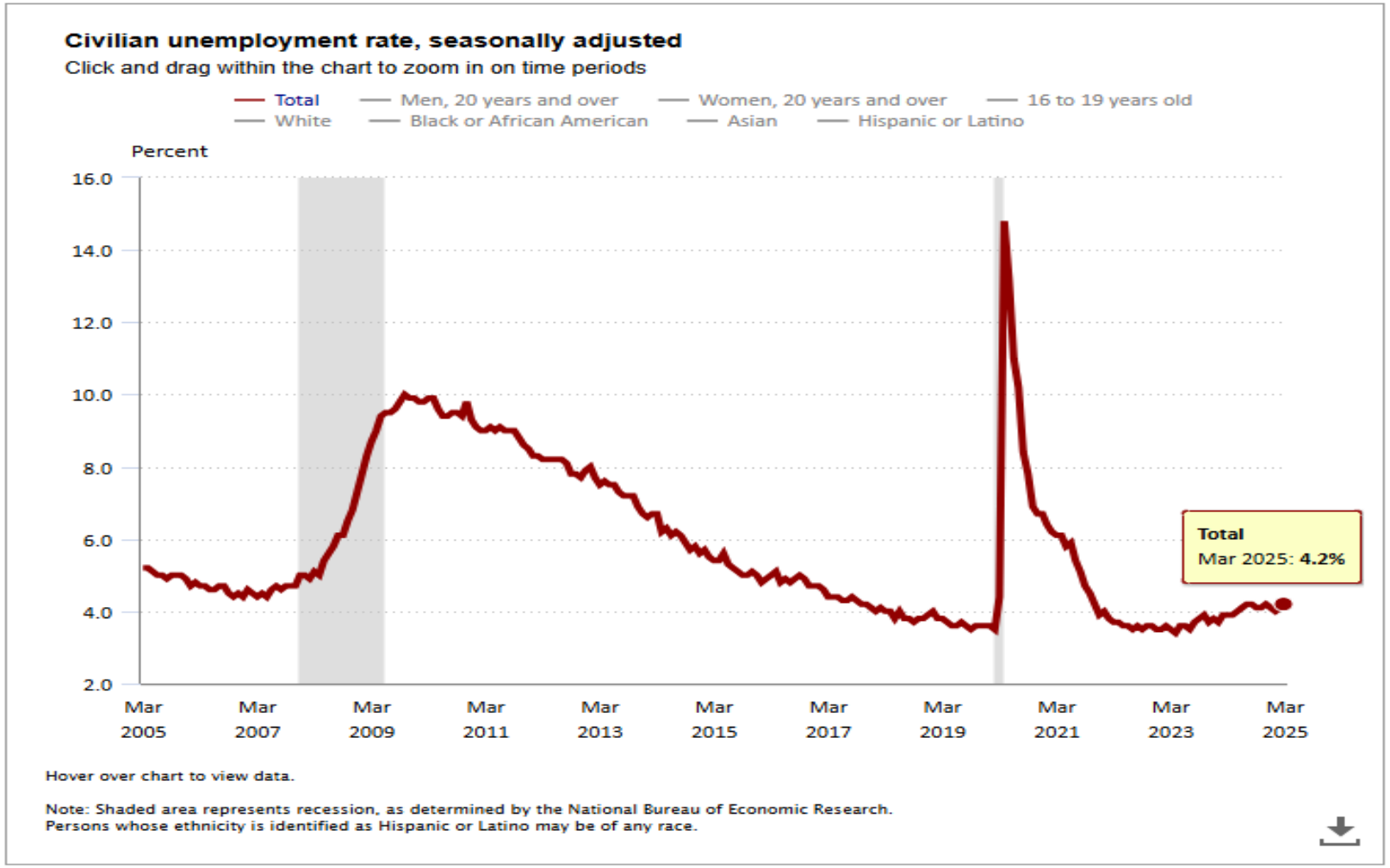
2025 First Supplemental

Economic Environment



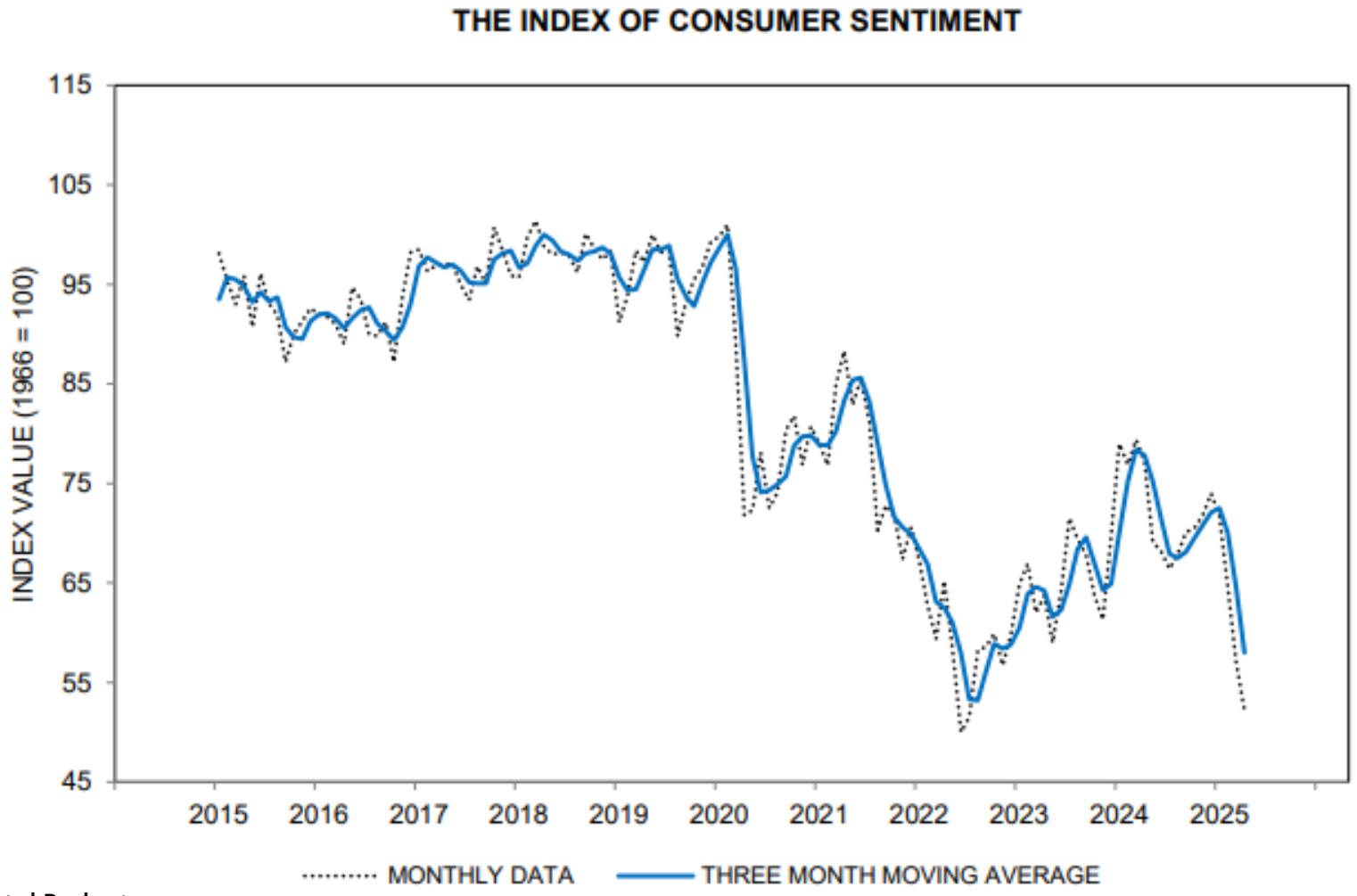
2025 First Supplemental

Economic Environment



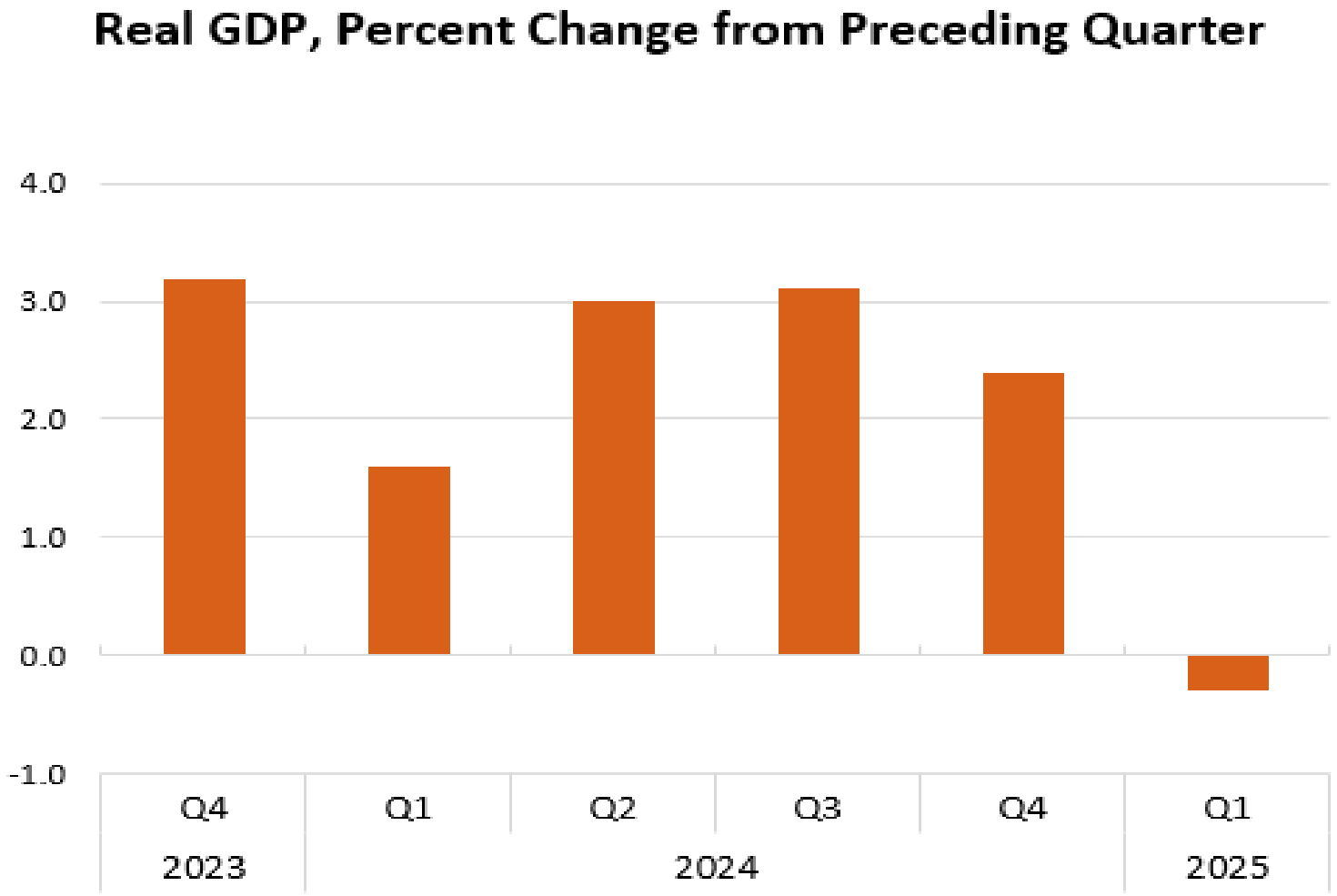
2025 First Supplemental

Economic Environment



2025 First Supplemental

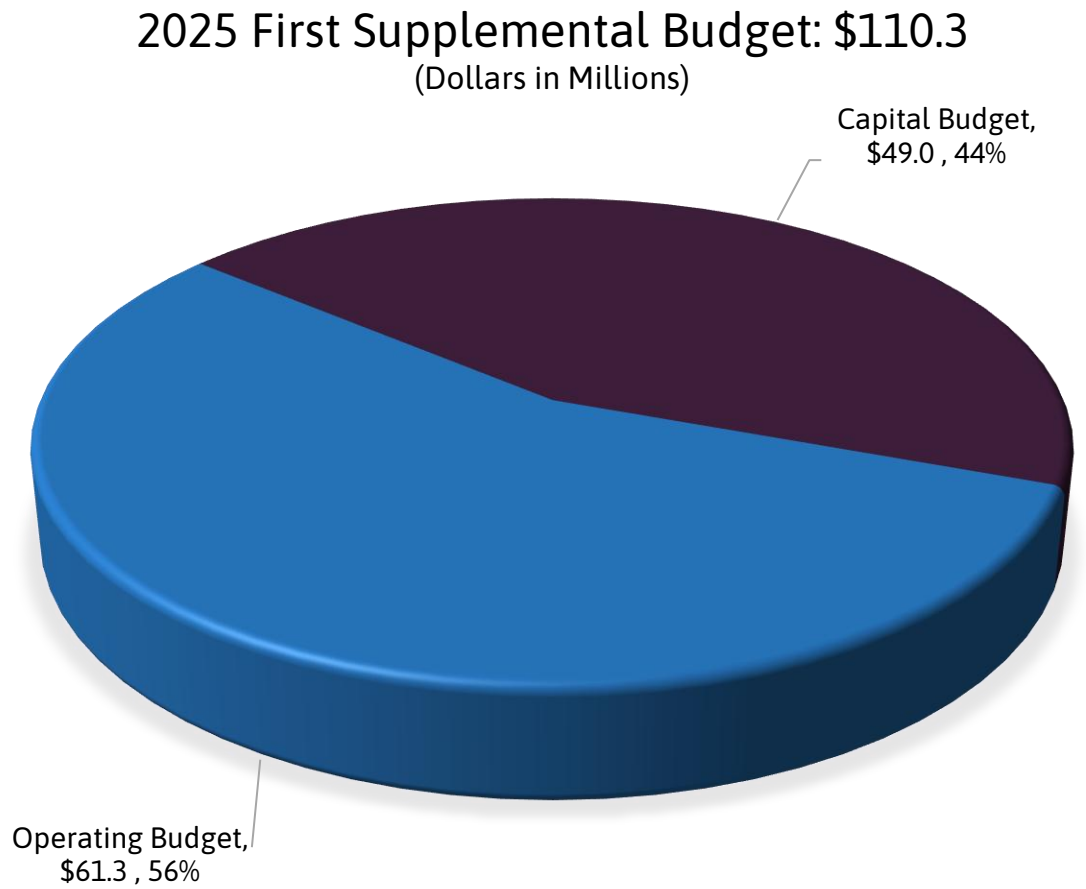
Economic Environment



2025 First Supplemental

Operating and Capital Budget

- 5.2% increase to the current biennium budget, bringing revised total to $2.2B overall
- Total net impact: $55.9M citywide
- Net impact on the General Fund: $14.5M utilization of undesignated cash balance



2025 First Supplemental

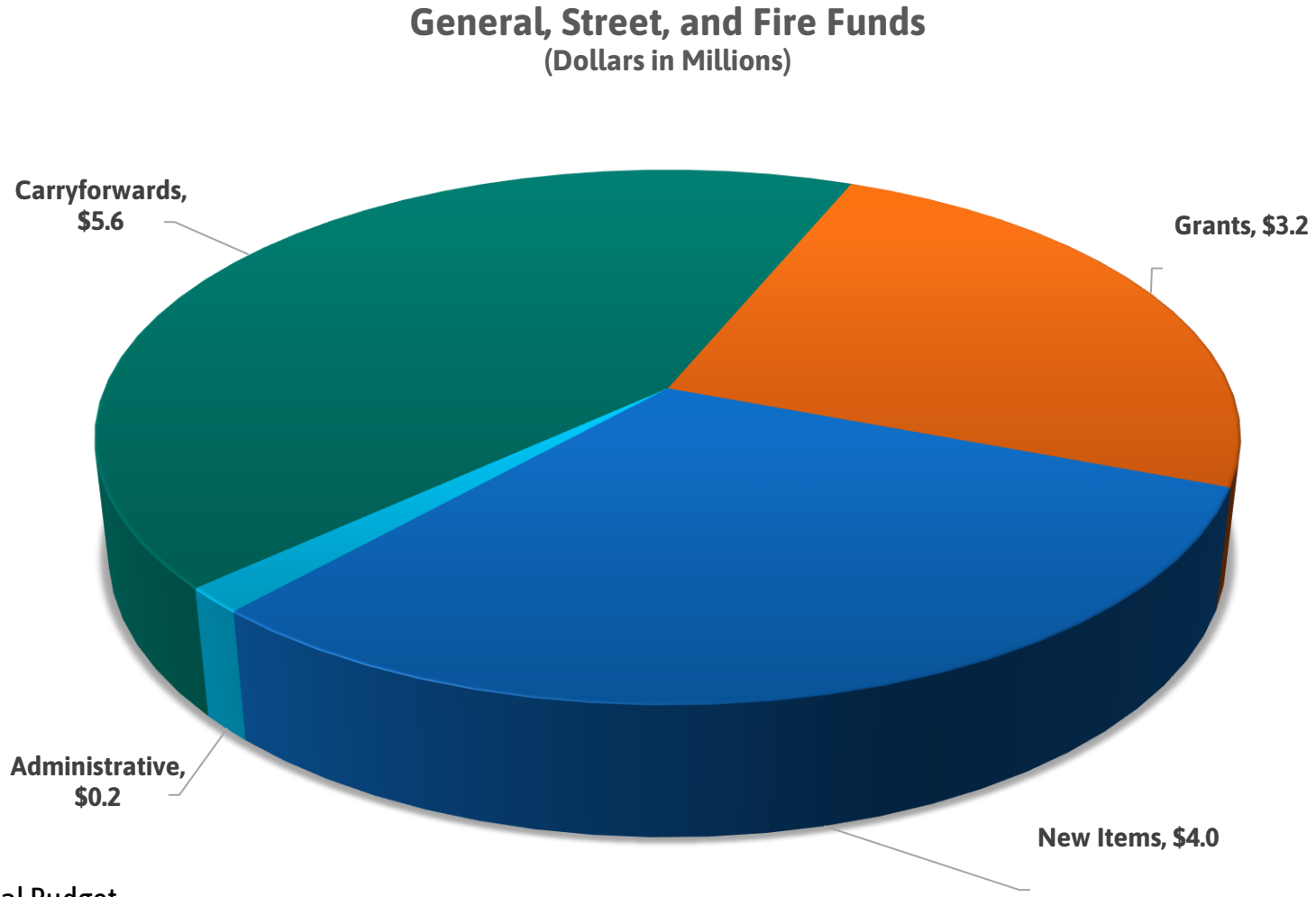
Budget Appropriation

Total 2025 First Supplemental: $110.3M

Operating Budget $61.3M		Capital Budget $49.0M	
General, Street, Fire Funds $13.0M	Other Operating Funds $48.3M	Capital Projects $41.2M	Funding Transfers $7.8M

2025 First Supplemental

General, Street and Fire Funds: $13.0M



2025 First Supplemental

General, Street and Fire Funds: $13.0M

- Grants (new & carryforward): $3.2M
  - General
    - WSDOT Regional Mobility Grant – Transportation Wallet Initiative (New)
    - WA State Department of Commerce Grant – Climate Planning Action (CF)
  - Police
    - 2023 & 2024 WA Homeland Security Program & Equipment Grants (CF)
  - Fire
    - Assistance to Firefighters Grant – Project Home Safe Fire Prevention & Awareness (New)
    - WA Homeland Security Grant – Hazardous Materials Training (New)
    - WA Homeland Security Grant – Technical Rescue Training (New)
    - WA Department of Ecology Grant – HazMat Spill Suits and Equipment (CF)

2025 First Supplemental

General, Street and Fire Funds: $13.0M *(continued)*

- Administrative Items: $0.2M

○ Business License Revenue Allocation	$5.0M
○ Clark County Corrections True-Up	$2.8M
○ Workers' Compensation State Program Employer Payroll	$2.5M
○ Property and General Liability Insurance	$2.0M
○ Market Study and PTO Payout True-Up	$1.1M
○ Vehicle Reduction Budget Correction (Parks)	$0.4M
○ HEAR and CHIP Award Programs Fund Alignment	-$2.2M
○ New Safe Stay Site Preparation Reduction	-$3.0M
○ Affordable Housing Property Acquisitions Fund Alignment	-$3.6M
○ Bridge Shelter Provider Services Schedule Adjustment	-$5.3M

2025 First Supplemental

General, Street and Fire Funds: $13.0M *(continued)*

- Carryforward Items: $5.6M
  - Pavement Management Projects $1.4M
  - Fleet Vehicles (Police & Streets) $1.2M
  - Heights Property Acquisition and Design $0.8M
  - Waterfront Gateway Parcel Closing Costs $0.5M
  - Mobile Health Program (ARPA Match) $0.5M
  - Sidewalk Management Projects $0.4M
  - Clark County Jail and Corrections $0.4M
  - Transportation System Plan Policy Implementation $0.2M

2025 First Supplemental

General, Street and Fire Funds: $13.0M *(continued)*

- New Items: $4.0M
  - Opioid Treatment Program $2.7M
  - Long Range Planning Manager (Succession Planning) $0.4M
  - Economic Development Strategy Project Implementation $0.3M
  - Cultural Access Program Consulting Services $0.2M
  - Evidence Technician (Criminal Justice Funding) $0.2M

2025 First Supplemental

Other Operating Funds: $48.3M

- Grants (new & carryforward): $5.8M
  - 2025 Connecting Housing to Infrastructure Program (CHIP) Awards (New)
  - 2024 Connecting Housing to Infrastructure Program (CHIP) Awards (CF)
  - HOME American Rescue Plan (CF)
  - Home Electrification and Appliances Rebate (HEAR) Program Award (CF)
  - Department of Transportation – Airport Terminal Renovation Project (New)

2025 First Supplemental

Other Operating Funds: $48.3M *(continued)*

- Administrative Items: $15.4M
  - Workers Compensation and General Liability Insurance $6.2M
  - Utility Tax Revenue True-Up $5.4M
  - Realignment of Home Electrification and Appliances Rebate Program $1.2M
  - Realignment of Connecting Housing to Infrastructure Program Awards $0.9M
  - Allocating Admission Tax to New Fund $0.8M
  - American Medical Response (AMR) Contract Accounting Adjustment $0.7M

2025 First Supplemental

Other Operating Funds: $48.3M *(continued)*

- Carryforward Items: $19.0M
  - Fleet Vehicles (Facilities, Fire, Public Works) $16.1M
  - Heights Property Acquisition and Design *(funding transfer)* $0.8M
  - Waterfront Gateway Parcel Closing Costs *(funding transfer)* $0.5M
  - Mobile Health Program (ARPA Match) *(funding transfer)* $0.5M
  - Parking Pay Stations and Access Control Equipment $0.3M
  - Citywide Long-Range Facilities Plan $0.3M
  - Electrical Engineering Consulting Services $0.2M
  - Commute Trip Reduction (HR salary savings funded) $0.2M

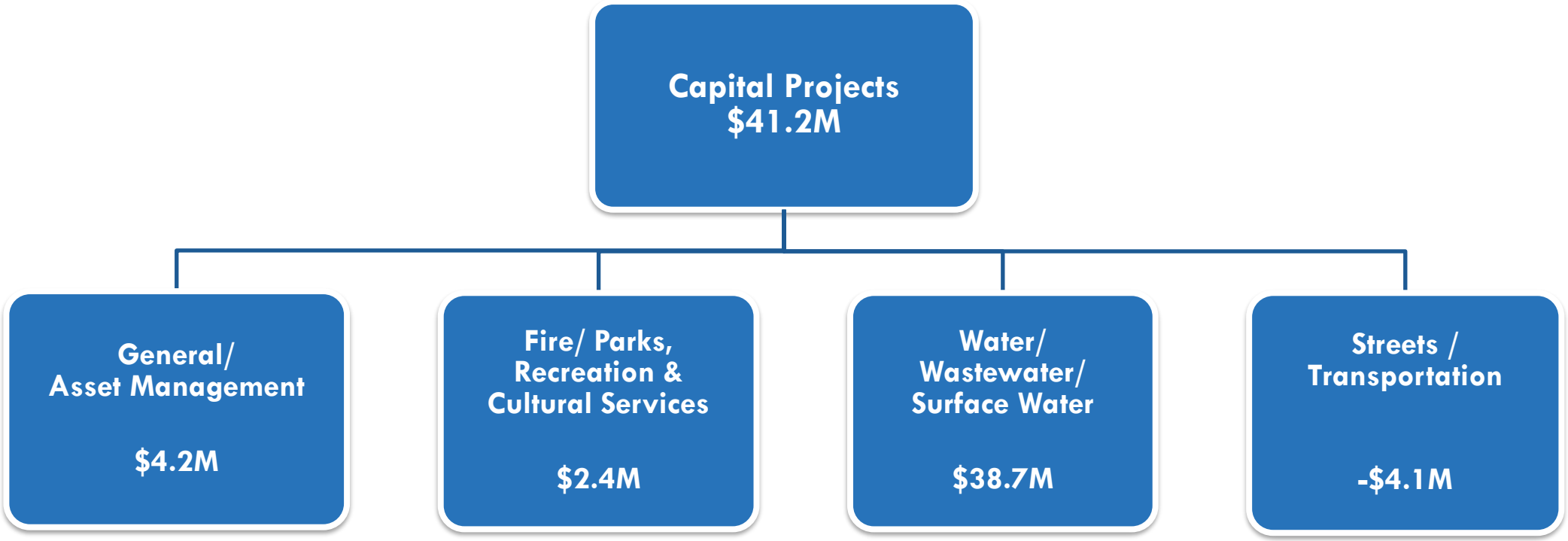
2025 First Supplemental

Other Operating Funds: $48.3M *(continued)*

- New Items: $8.1M
  - Opioid Treatment Program *(funding transfer)* $2.7M
  - Migrate On-Premise Infor System To Cloud $1.9M
  - Partner Organization Affordable Housing Grants (restored) $1.2M
  - Utility Payment Banking Fees $0.9M
  - Economic Dev. Strategy Project Implementation *(funding transfer)* $0.3M
  - Polyfluoroalkyl Substances (PFAS) Legal Services $0.2M
  - Downtown Parking Mobility and Data Efficiency Professional Svc. $0.2M
  - Cultural Access Program Consulting Services *(funding transfer)* $0.2M
  - Evidence Technician *(funding transfer)* $0.2M

2025 First Supplemental

Capital Projects



2025 First Supplemental

Capital Budget: General / Asset Management $4.2M

- New
  - Bridge Shelter Acquisition and Construction $10.5M
  - Affordable Housing - NE Andresen Road Building Acquisition (ARPA Match) $1.9M
  - Affordable Housing - Falk Road Vacant Lot Acquisition (ARPA Match) $1.7M

- Carryforward
  - City Hall Accessibility Project (ARPA Match) $1.2M
  - Police Training Center (Utilities, Furniture, IT and Security Improvements) $0.7M
  - Officer's Row Howard House Roof Replacement $0.5M

- Administrative
  - Cultural Arts Building (fund alignment) $2.5M
  - Operations Center Schedule Adjustment -$16.4M

2025 First Supplemental

Capital Budget: Fire $1.4M

- Carryforward
  - Fire Station 5 Logistics Warehouse $0.6M
  - Fire Station 5 Boiler & HVAC Projects $0.4M
  - Fire Station 3 and 6 Design & Construction $0.2M

2025 First Supplemental

Capital Budget: Parks, Rec & Cultural Svc $1.0M

- New
  - Park Impact Fee District A Acquisition $2.2M
  - Park Impact Fee District C Park Land Acquisitions $1.1M
  - Fruit Valley Park Play Equipment (increase) $0.3M
- Carryforward
  - Vancouver Innovation Center (VIC) $5.0M
  - Fisher's Quarry Neighborhood Park $0.7M
- Administrative
  - Allocation of Trails Program Funding -$2.0M
  - Cultural Arts Building (fund alignment) -$2.5M
  - Heights Civic Plaza (timing delay) -$4.1M

2025 First Supplemental

Capital Budget: Water $25.9M

- New
  - Water Station 4 Polyfluoroalkyl Substance (PFAS) Treatment $22.0M
  - Main Street Water – 5th to 15th $1.9M
  - NE 122nd Ave and 44th St Water Main Replacement $0.8M
  - Jefferson St Realignment $0.2M
- Carryforward
  - Water Resource Education Center Exhibits Improvements $0.4M
  - Hydrant Repair and Replacement Project $0.3M

2025 First Supplemental

Capital Budget: Surface Water -$2.2M

- New
  - Fruit Valley Stormwater Pump Station Rehabilitation $0.1M
- Administrative / Budget True-Up
  - Fruit Valley Neighborhood Storm Retrofit -$2.3M

2025 First Supplemental

Capital Budget: Wastewater $15.0M

- New
  - Camelot Court - Sewer Collection Incentive Program (SCIP) $3.7M
  - 18th Street Trunk Rehabilitation Project $1.5M
  - Wye Rehab/Replacement $0.6M

- Carryforward
  - G2 Sewer Basin/Trunk Interceptor Realignment $1.8M
  - Westside Electrical Upgrade Design $1.5M
  - Southside Interceptor Rehab Ph 4 & Ph 5 $0.9M
  - Marine Park Forcemain $0.9M
  - Westside Grit Classifier Replacement $0.8M

2025 First Supplemental

Capital Budget: Streets & Transportation -$4.1M

- New
  - Rose Village Curb Ramps $0.2M
  - Traffic Signal Sustainability $0.2M
- Administrative/Budget True-Up
  - NE 184th Ave - SE 1st St to NE 4th Street -$2.0M
  - 137th Ave Corridor - 49th to Fourth Plain -$1.4M
  - Jefferson St - Evergreen to Mill Plain -$0.8M
  - Fruit Valley and Lakeshore Avenue Roundabout -$0.3M

2025 First Supplemental

Capital Funding — $7.8M

• Cultural Arts Sales Tax / PIF	$11.7M
• Affordable Housing Sales Tax	$5.0M
• Fire	$3.9M
• Economic Development	$0.7M
• ARPA	$0.7M
• Utilities	$0.7M
• Streets / Transportation / TIFs	$0.3M
• General / Internal Administrative	$0.2M
• Facilities *(Operations Center Schedule Adjustment)*	-$15.4M

2025 First Supplemental

FTE Summary: Net New 7.5 FTEs

City Manager's Office (7.0 FTE)	Community Development (0.0 FTE)	Office of Equity & Inclusion (-1.0 FTE)
• Add 7.0 LTD FTE, Homeless Outreach Coordinators (Grant Funded)	• Reduce 1.0 FTE, Planner (2025-26 Budget Reduction Carryover) • Add 1.0 FTE, Long Range Planning Manager (Succession Planning)	• Reduce 1.0 FTE, Project Coordinator • Convert ADA Specialist LTD to Regular

Position reclassifications and movement between departments are not identified on slide, but are specified on Attachment B.

2025 First Supplemental

FTE Summary: Net New 7.5 FTEs

Economic Prosperity & Housing 0.5 FTE	Police Department 1.0 FTE
• Add 0.5 FTE, Senior Support Specialist (Parking Appeals Coordinator)	• Add 1.0 FTE, Evidence Technician (Criminal Justice Funding)

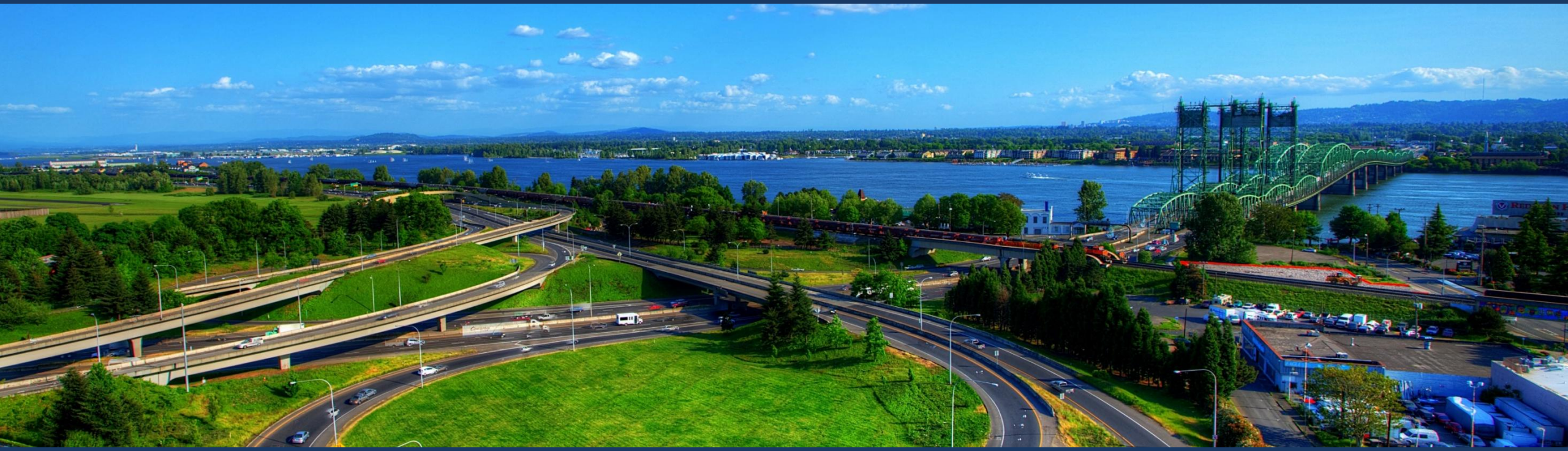
Position reclassifications and movement between departments are not identified on slide, but are specified on Attachment B.

Next Steps

- First Reading:
  - June 16, 2025
- Public Hearing:
  - July 7, 2025

Discussion

Thank You



shannon.olsen@cityofvancouver.us | 360-487-8497 | cityofvancouver.us

CITY OF Vancouver WASHINGTON

Housing Action Plan: 2025 Update and Proposals

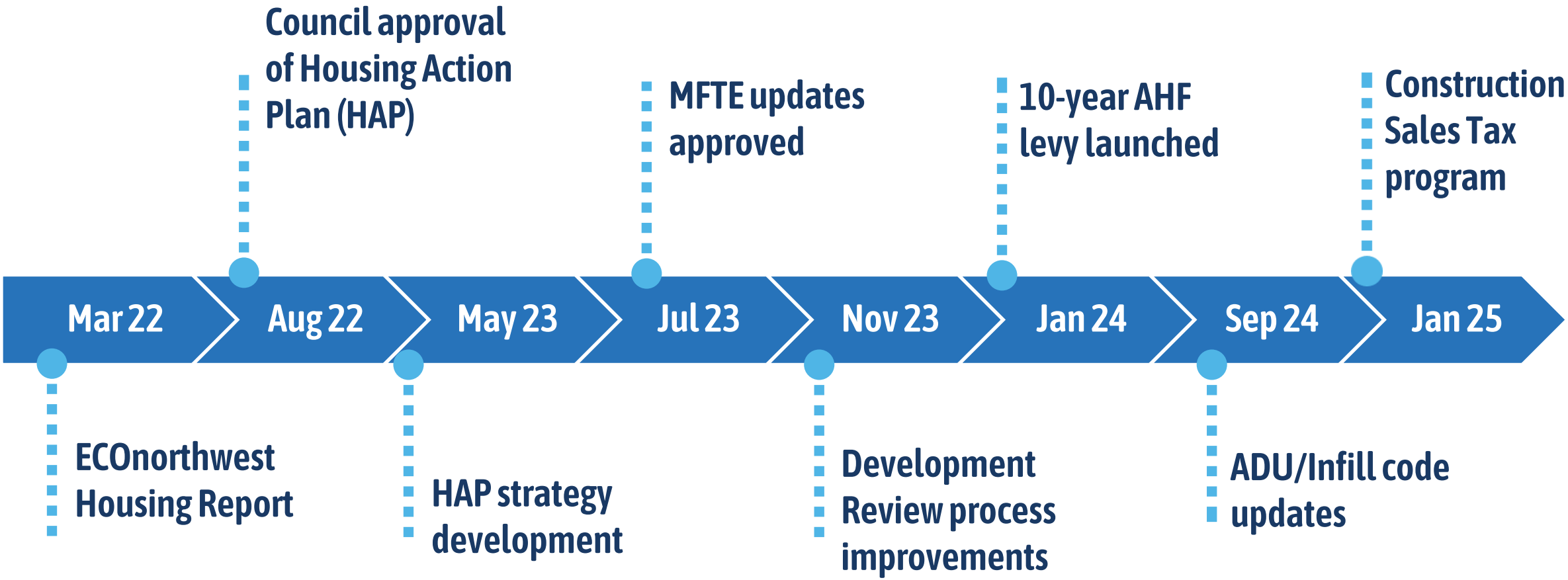
Patrick Quinton – Director
Economic Prosperity & Housing

June 9, 2025

Agenda

- Background
- Updated Action Plan
- Planned and Proposed Changes
  - Parking minimums
  - MFTE requirements
  - SDCs & Impact Fees
  - Development Review
- Next Steps

Timeline of Housing Action Work

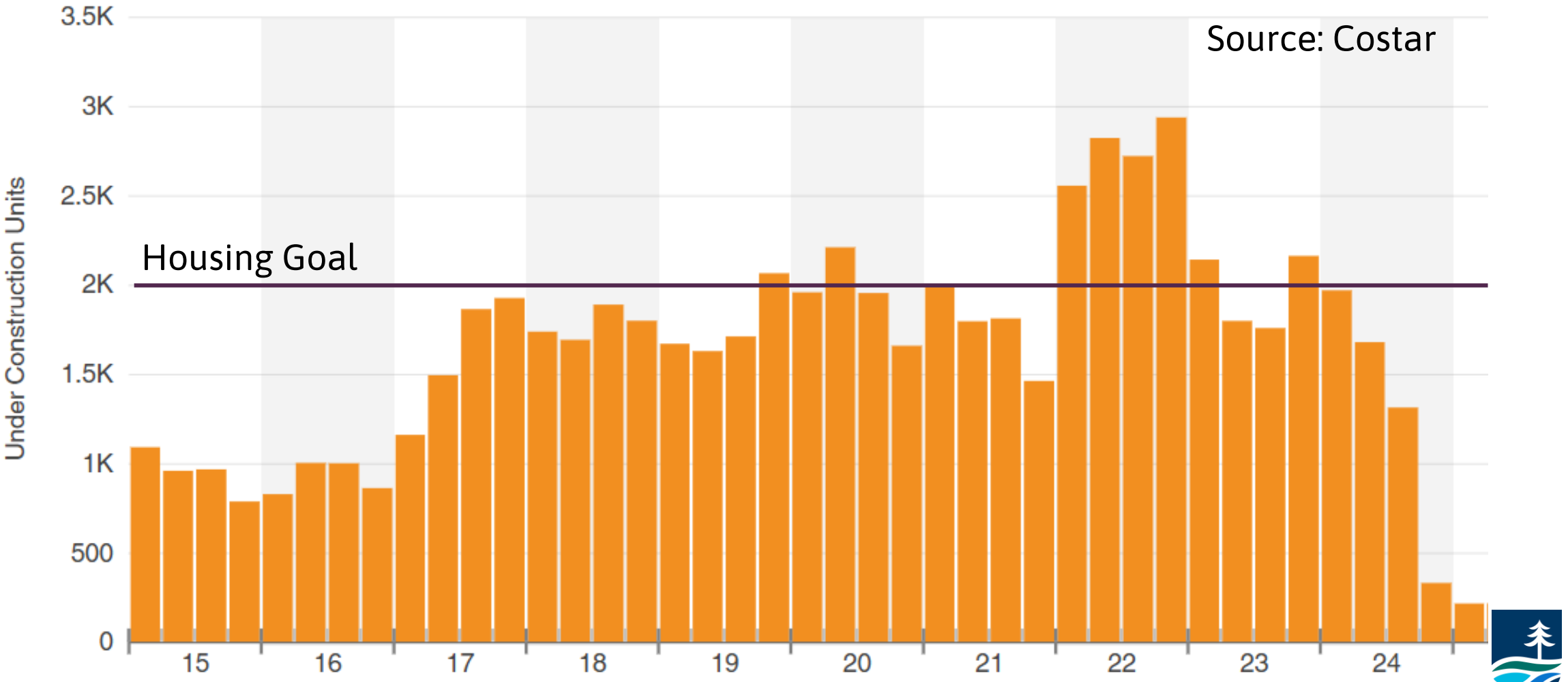


Additional Work Completed

- ✓ Comp Plan Progress
- ✓ Accelerated AHF funding and leverage
- ✓ Increased support for homeownership programs
- ✓ Progress on affordable housing projects at Waterfront Gateway and Heights
- ✓ Initial Fourth Plain for All housing investments

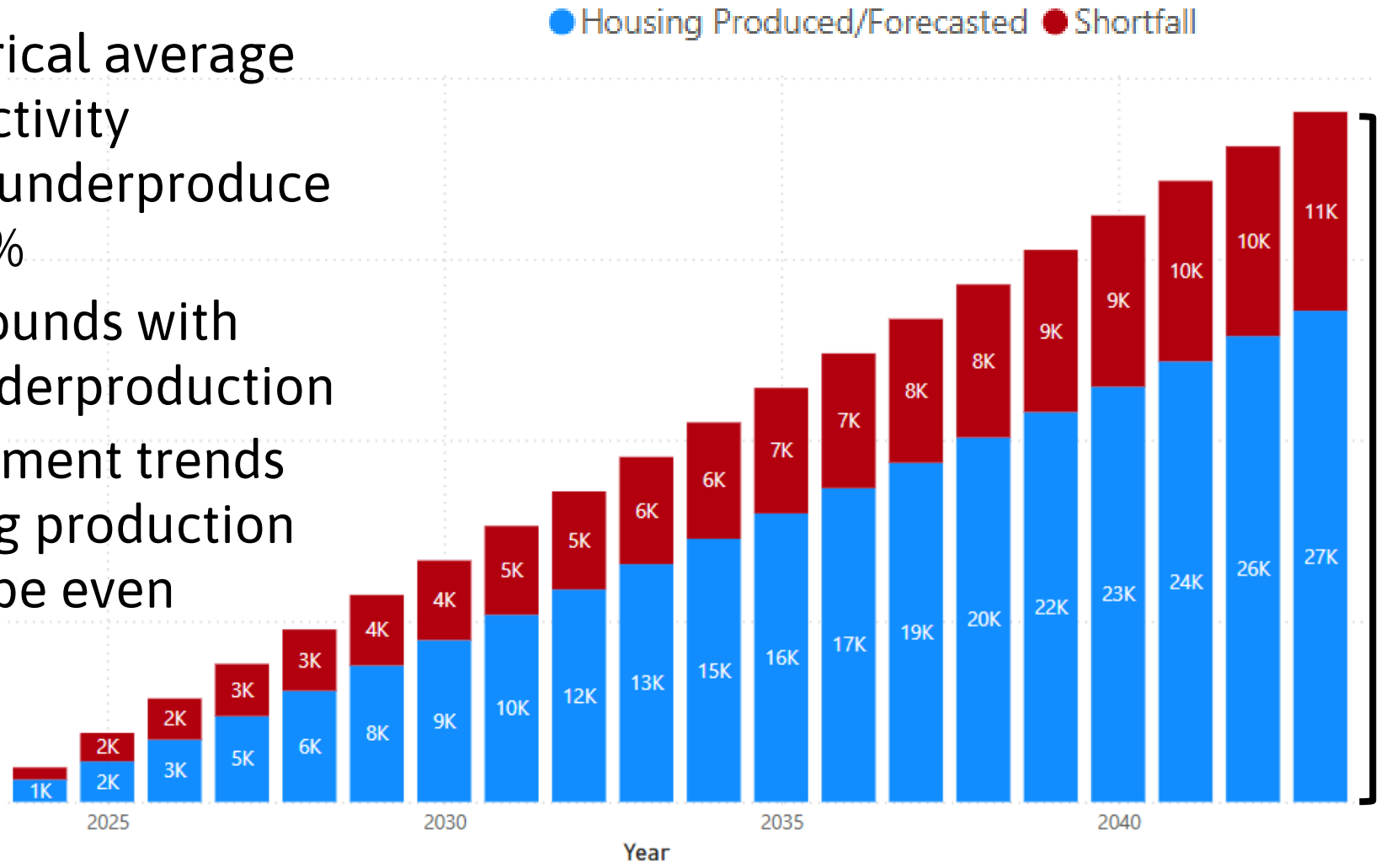
Slowdown in Housing Production

Units under construction at historic low



Projected Housing Production Shortfall

- Assuming historical average development activity Vancouver will underproduce housing by ~29%
- Shortfall compounds with each year of underproduction
- Recent development trends indicate housing production shortfall could be even greater

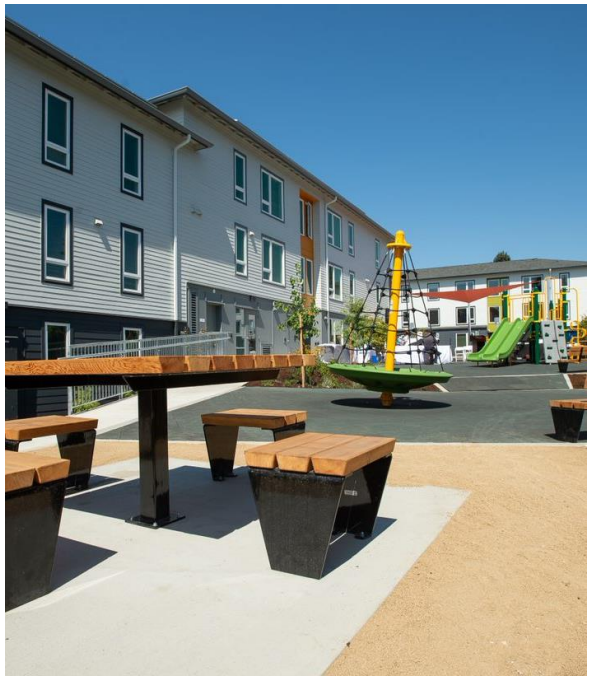


Immediate Strategic Action is Needed

- Current programs and incentives have been insufficient to counteract market conditions
- The dramatic slowdown in housing production will impact the housing pipeline for many years.
- Current economic conditions unlikely to ease in the near to mid term
- Immediate City intervention necessary to prevent further expansion and compounding of housing deficit

Proposed Immediate Actions

- Remove parking minimums for affordable housing
- Enhance MFTE incentives for market rate projects by:
  - Waiving application fee
  - Deferring Fee in Lieu payment
- Defer payment of SDCs and Impact Fees
- Reduce Development Review times



MFTE Modifications

- Minimal MFTE activity since 7/23 update
- Current program does not provide sufficient incentive for market rate projects which must meet density targets or pay Fee In Lieu (FIL) or both
- FIL payments intended fund future affordable housing development
- Delay of FIL payment will reduce capital needs and interest costs for developers

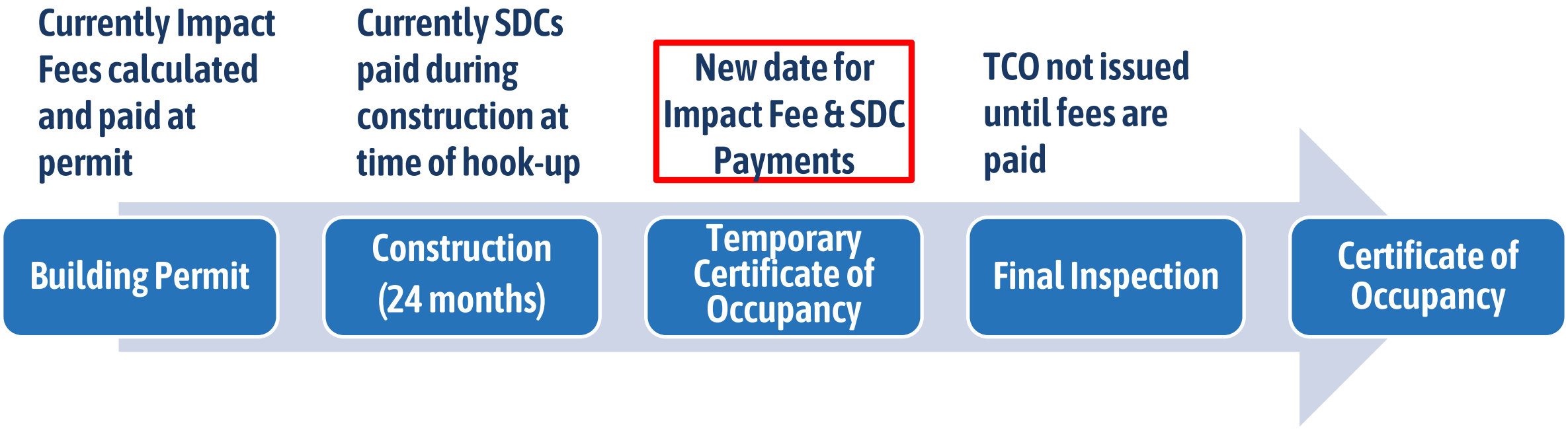
MFTE Modifications

1. Delay Fee-in-Lieu payment for 6 years from approval
2. Waive application fee

Both changes would be reversed after specified period of time

System Development & Impact Fee Payments

Permanent change to payment due dates for multifamily development



Projects will save 6-24 months of interest costs by paying at TCO rather than building permit

Development Review

Timelines and charges

- Currently up to 28 days for all reviews
  - Propose 14 days for second review
  - Propose 7 days for all subsequent
- Added fees for staff time after 3rd review
- Permanent change to process

Next Steps

Upcoming Council actions at different times

- Parking Minimums for Affordable Housing – City Council - 6/16 and 7/7
- MFTE changes – City Council 6/16 and 7/7
- Timing of SDC and Impact Fee Payments – Planning Commission 7/7 and City Council 8/4 and 8/17
- Process improvements for development review – No action required

Additional Actions

- Continued investment of City resources, including land, funding and incentives in affordable projects
- Priority development review for shovel ready projects
- No new fees and regulations

Discussion

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: June 9, 2025

TO: Mayor Anne McEnery-Ogle
Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **Housing Action Update and Proposed Program and Policy Changes**

CC: Patrick Quinton, Director, Economic Prosperity & Housing
Samantha Whitley, Housing Programs Manager

Overview
The City of Vancouver has taken unprecedented action in recent years to address the ongoing underproduction of new housing, including code changes to allow more dense development and different housing options, the geographic expansion of the Multifamily Tax Exemption Program (MFTE) and the investment of millions in new affordable housing. Unfortunately, these measures are not sufficient to overcome the impact of high construction and capital costs and the uncertainty of future disruptions which have caused a near total cessation of new development. As a result, additional actions by the City are necessary in the short term to help some development activity proceed until market conditions improve.

Progress to Date

Since the adoption of the Housing Action Plan in 2023, the City has added the following new incentives and expanded programs for housing production:

- Increased Affordable Housing Fund (AHF) investments in new production and preservation of 50% AMI units through a new property tax levy.
- Expansion of Multifamily Tax Exemption (MFTE) eligible areas to promote dense, multifamily.
- Expansion of allowable housing types including ADUs, cottage clusters and small lot development.
- Creation of the Construction Sales Tax Exemption Program to reduce costs for affordable housing development on underutilized properties.
- Dedication of over $9 Million in funding for new housing development in the Fourth Plain Corridor.

- Substantial progress on new affordable housing developments at City-owned sites such as Waterfront Gateway and the Heights.
- Use of the Impact Fee discount program to support vital affordable housing projects.

These accomplishments along with other progress in addressing housing crisis are summarized the recently completed Housing Update report for 2024, which is attached to this staff report.

Proposed Changes
Despite this progress, the city continues to fall behind its housing production goals due to worsening economic conditions that undermine the development economics for most new housing production. To provide immediate relief for stalled projects, City staff are proposing additional incentives to spur new housing production. These proposed actions include:

Parking Minimums
• Remove parking minimums for all projects in which at least 50% of the units are affordable to households earning 100% or less of Area Median Income (AMI). • This change would be permanent.
MFTE Application and Fee-in-Lieu (FIL) Payments
• Add another payment date option for FIL payments that would be 6 years from City Council approval of MFTE application. • Delayed FIL payment would be higher to account for projected loss in value over 6 years. • Delayed FIL payment obligation would be recorded on title upon issuance of Certificate of Occupancy to ensure that fee is paid upon sale of the property and trigger repayment of foregone taxes if amounts not paid. • Waive application fee • Council could take action to reverse these payment options after 24 months depending on market conditions.
SDC and Impact Fees
• Change required payment date of SDC and Impact Fees to application for Temporary Certificate of Occupancy for all multifamily projects. • School Impact Fees deferred only through consent of relevant school district • Based on sampling of recent projects, this change would offer projects an additional 6 to 24 months to pay these fees and save unnecessary interest costs financing these fees before occupancy. • This change would be permanent.
Development Review Periods and Review Fees
• Shorten required review times on subsequent reviews from 28 days to 14 days on second reviews and 7 days on all reviews thereafter. • Charge additional fees for all staff reviews after 3rd review. • These changes would be permanent.

Based on staff projections, these changes have the potential to increase the return on investment 1-2% for projects depending on the size and nature of each project. In particular, delaying payment of fees results in financing cost saving that can improve a project's viability.

Required Actions
Most of these proposed changes would require Council action to update the Vancouver Municipal Code (VMC). After presenting this package of proposed changes, along with a broader update on the Housing Action Plan, on June 9, staff will incorporate Council feedback and bring the following actions to Planning Commission and City Council according to the schedule shown below:

Parking Minimums for Affordable Housing
- Planning Commission Workshop – 5/13 (Completed)
- Planning Commission Action – 5/27 (Completed)
- City Council First Hearing – 6/16
- City Council Second Hearing – 7/7

MFTE Changes
- City Council First Hearing – 6/16
- City Council Second Hearing – 7/7

Impact Fee Changes
- Planning Commission Workshop – 5/27 (Completed)
- Planning Commission Action – 7/8
- City Council First Hearing – 8/4
- City Council Second Hearing – 8/11

SDC Fee Changes
- City Council First Hearing – 8/4
- City Council Second Hearing – 8/11

Development Review Times and Fees
- No Council action required

CITY OF
Vancouver
WASHINGTON

2024 Housing Report

Economic Prosperity and Housing

April 2025

Table of contents

ONGOING HOUSING NEED 3

SUMMARY OF RESPONSE AND OUTCOMES 4

HOUSING ACTION PLAN UPDATES 5

DEVELOPMENT INCENTIVES 6

AFFORDABLE HOUSING FUND 7

STATE AND FEDERAL RESOURCES 8

TAX EXEMPTIONS AND DEFERRALS 9

HOMEOWNERSHIP 10

HOUSING PRESERVATION 11

Appendix A – 2024 Housing Action Plan Report

Appendix B – CDBG/HOME CAPER snapshot

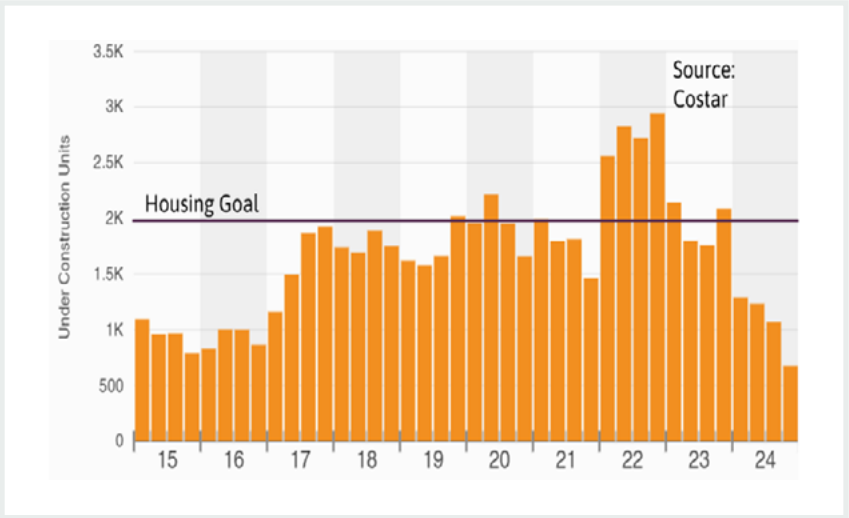
Ongoing housing need

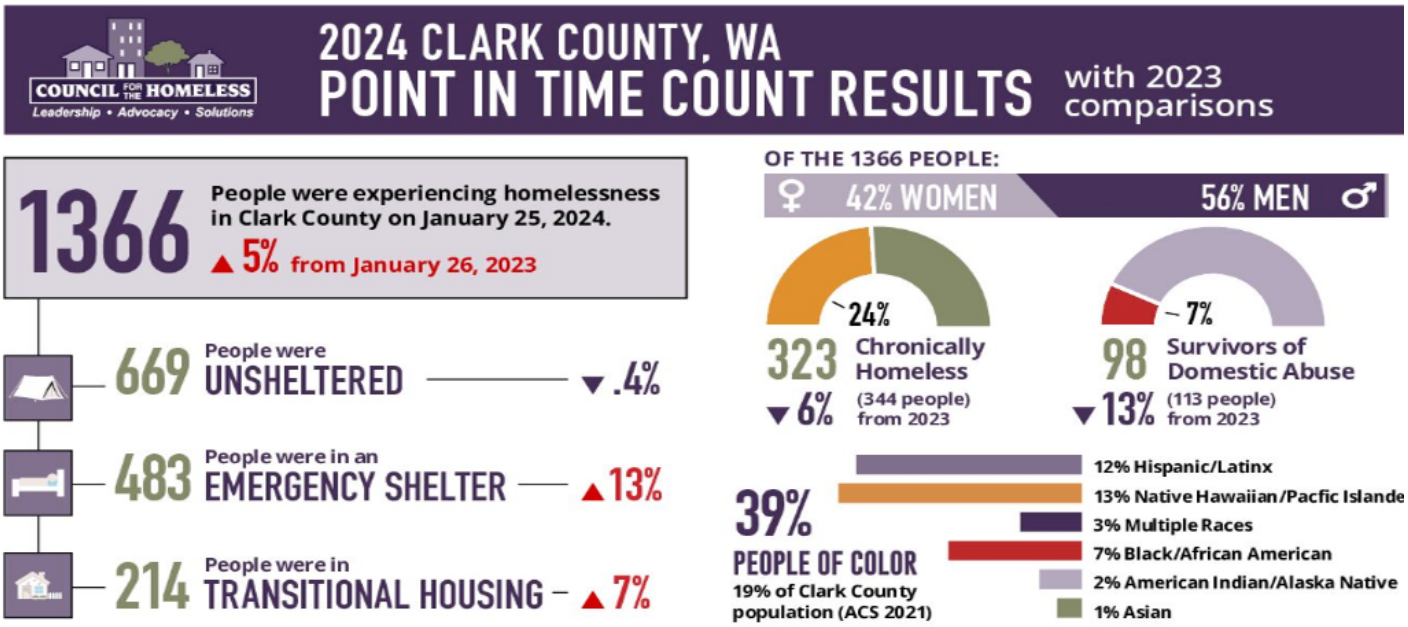
For Vancouver to meet its estimated growth projections and close our existing housing deficit in 10 years, the city must increase housing production to at least **2,000** new units per year, including at least **1,000** new units per year affordable to those earning 80% of the area media income (AMI) or less.

In 2024, despite the City's efforts, new housing development slowed. Market conditions greatly impacted development with higher interest rates and increasing construction and material costs. Labor shortages, increasing building standards and stagnant rent growth combined with increased operating costs also compounded the problem.

Due to the ongoing housing supply shortage, Vancouver continues to see additional people experiencing homelessness, as highlighted by the recent Point in Time Count data.

Units under construction in Q4 2024 were 55% below the 10-year historic average





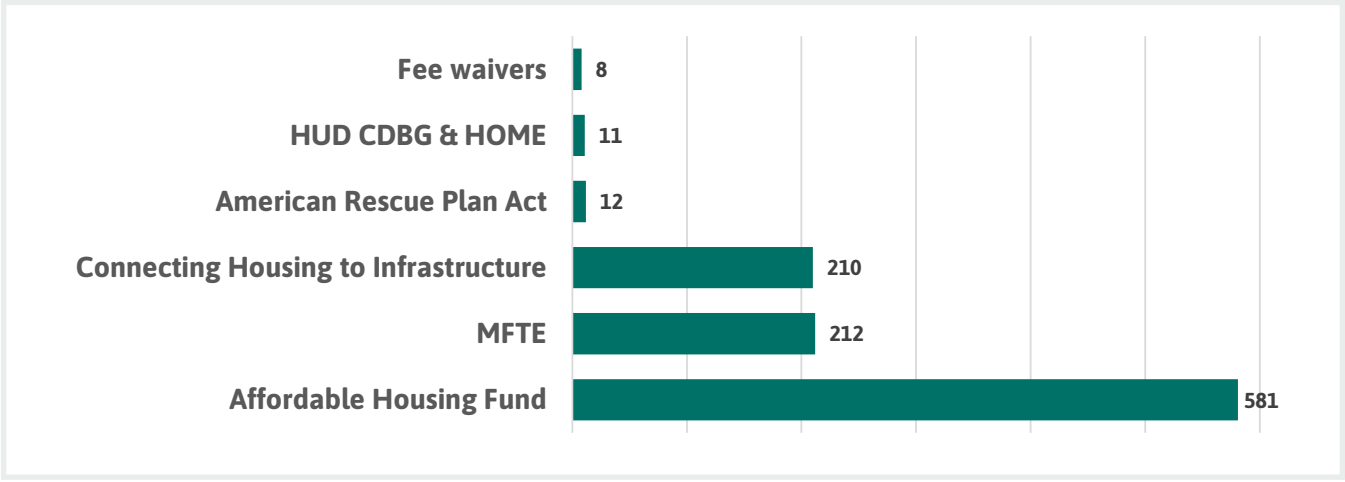
Heights District rendering

Summary of 2024 actions

In 2024, the City of Vancouver took proactive steps to address the ongoing housing crisis despite challenging market conditions. The City continues to pursue time and cost savings for development and make processes and timelines more predictable. Key actions to help sustain housing production and improve affordability include:

- City Council adopted an emergency ordinance to facilitate expanded housing options, allowing more accessory dwelling units (ADUs), duplexes, cottage clusters and small-lot developments.
- Vancouver expedited review timelines for projects seeking funding through the local Affordable Housing Fund levy, helping to accelerate the delivery of affordable housing.
- A new Construction Sales Tax Deferral program was launched to reduce costs for affordable housing development on underutilized properties.
- The City deployed state and federal funding to connect new affordable housing to essential services and invest in affordable housing in the Fourth Plain area.
- The City continues to make progress on new housing development at City-owned sites such as Waterfront Gateway and the Heights District.

2024 Units Assessed



Housing Action Plan updates

The Housing Action Plan, created in 2023, establishes housing as a citywide priority and is intended to mobilize the resources of all City departments to lower the cost and barriers to housing production. The plan was updated and reorganized in 2024 to remove actions that were complete and add new actions to respond to current market conditions.

The Housing Action Plan includes 65 proposed actions to support housing development, organized in nine functional categories:

- Land Use and Code
- Policies and Process
- Investments and Incentives
- Fees
- Innovation
- Housing Preservation (new category)
- Programmatic Support for Housing (new category)
- Advocacy and Partnerships
- Data Tracking and Reporting

A summary of each strategy and progress to date is attached as Appendix A.

Columbia Heights, 69 affordable units

Grand Opening of Tiny Homes on O Street

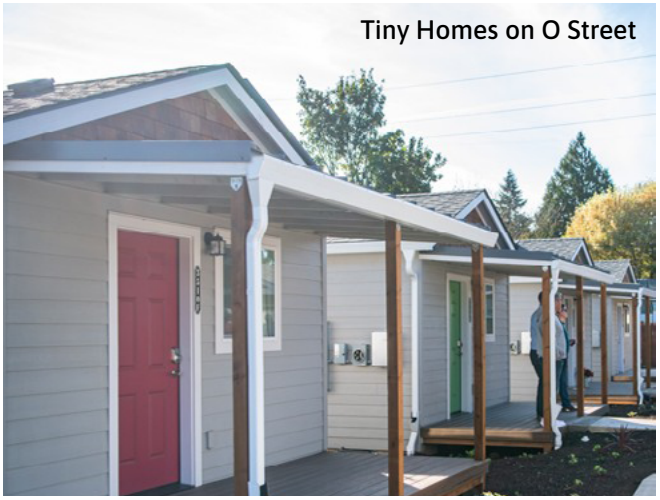
Development incentives

In 2024, the Vancouver implemented several zoning and code changes to facilitate housing development, including:

- **ADUs and Duplexes**: The city expanded allowances for ADUs and duplexes in single-family zones to promote middle housing options.
- **Infill Development Standards**: To streamline infill development, Vancouver eliminated the requirement for neighborhood meetings before application submittal and reduced minimum lot sizes, making it easier to develop smaller lots.
- **Cottage Clusters:** The minimum size for cottage cluster sites was reduced from 20,000 to 10,000 square feet, and code clarifications were made to support this form of housing.
- **High-Density Residential Zoning (R-50):** A new R-50 zone was introduced, allowing up to 50 units per acre with a minimum lot size of 800 square feet per unit to encourage denser multi-family housing development.

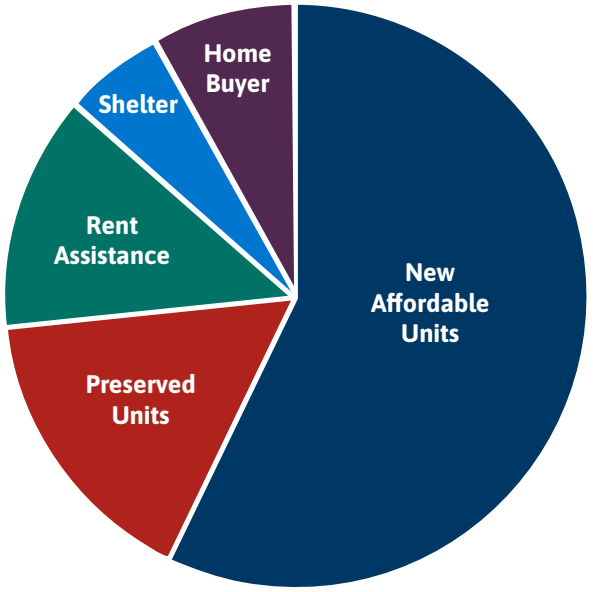
Fee waivers

In 2024, a development of eight tiny homes received an **80% reduction in traffic and park impact fees** by committing to keep the units permanently affordable for households earning less than 80% of the AMI.


Tiny Homes on O Street

Affordable Housing Fund

The City saw strong demand for Affordable Housing Funds (AHF) when applications opened in January 2024. A total of 26 applications were submitted requesting $28.5 million in funding—nearly triple the $9.5 million available. This year marked the first of the new $10M voter-approved levy, which replaced the previous $6M per year levy. The AHF supports creation and preservation of affordable rental housing, rental assistance and homelessness services. For the first time, the levy also included funding for homeownership assistance.



AHF funding will directly support **144 AHF-designated units and a 14-bed group home, 20 homeownership units, staffing for 28 shelter beds, and rental assistance for 54 households**. In addition, AHF funding will be leveraged to assist in the construction and preservation of 581 affordable units. Construction projects have two years to get started from the date of Council approval.

Additional detail about AHF funding and past outcomes is available at cityofvancouver.us/ahf.

For every one dollar of City investment, $23 in additional funding was leveraged.

Laurel Manor

Laurel Manor, 82 affordable units

In 2024, the City celebrated the grand opening of Laurel Manor, a new development for seniors supported by a $2M AHF award in 2023.

Village 57, 48 mixed income units

Lincoln Place II under development

State and federal resources

American Rescue Plan Act (ARPA)

The City received $33.1 million in American Rescue Plan Act (ARPA) stimulus funding and dedicated **$9.5M to affordable housing** through the Fourth Plain for All Investment Strategy. In 2024, $900,000 was invested to create and maintain **12 affordable units** at Village 57 for 25 years.

Connecting Housing to Infrastructure Program (CHIP)

The City received **$3,296,330** from the Washington Department of Commerce to support three affordable developments in Vancouver and a fourth development in Felida, totaling **177 rental units and 33 homeownership units**. CHIP funding can pay for infrastructure and System Development Charges for new development.

Community Development Block Grant (CDBG) and HOME Investment Partnerships

Funding received from HUD is used for a variety of services benefiting people with low to moderate income. Detailed annual reporting is provided each year at cityofvancouver.us/cdbg. From July 1, 2023–June 30, 2024, the City achieved the outcomes below.

During this period, over

$4.4 million dollars

was invested in the community:

- **21** partners provided services
- **48** households stabilized with rent assistance
- **11** homeowners assisted
- **184** small businesses assisted
- **4,059** people accessed services
- **6,359** people accessed new or improved community facilities
- **539** people supported to help resolve homelessness

Port Block 1 rendering, 194 market rate units

Tax exemption and deferral

Multifamily Tax Exemption (MFTE)

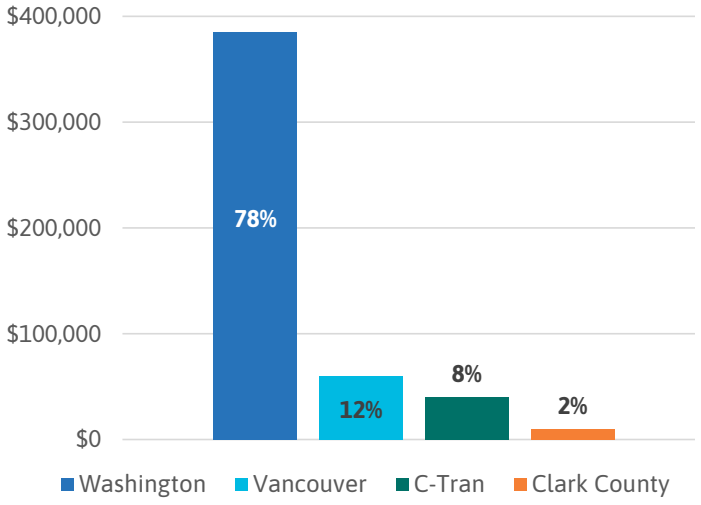
In 2024, Vancouver awarded 8-year property tax exemptions to two new developments. These projects will create 194 new rental units and 18 new homeownership units and contribute $777,500 to the Fee-in-Lieu Fund to build new permanently affordable housing.

Three 2023 MFTE-approved projects, with a total of 539 units, are paused due to financing challenges for residential projects. The City remains committed to helping these projects advance. Though the City cannot control market conditions, it plays a critical role in maintaining a strong development pipeline, reducing barriers, and offering predictable support to encourage long-term investment in housing.

Construction sales tax deferral

New state legislation allowed Vancouver to implement a sales and use tax deferral incentive program for new affordable housing development on underdeveloped urban land used for parking lots.

- The tax deferral is for the use and sales taxes associated with development construction for new affordable housing
- The housing must remain affordable for at least 10 years, after which the deferred taxes are forgiven
- The largest share of the tax deferred is from the State of Washington



Homeownership

Over the past year, Vancouver has prioritized affordable homeownership as a critical component of our housing strategy, recognizing the long-term stability and wealth-building potential owning a home provides for low- to moderate-income households. Despite market headwinds and limited partner capacity, we have continued to support this goal through local, state, and federal funding tools.

Affordable Housing Fund (AHF)

Affordable Housing Fund (AHF) In 2024, the City awarded $1 million in AHF funding specifically for affordable homeownership projects. This investment is expected to assist 20 first-time homebuyers with moderate income.

Nonprofit partners

- **Proud Ground** is a long-time City partner using a shared-equity homeownership strategy. Their model keeps homes permanently affordable while allowing families to build equity. proudground.org
- **Habitat for Humanity** is a key partner in delivering new homes, acquiring existing homes, and rehabilitating homes for families earning at or below 80% AMI. ehfh.org

Federal funding

- **HUD CDBG** funding was used to support acquisition of 4 affordable homes in 2024, with **HUD HOME** funding awarded for the purchase of an additional 11 homes.
- **ARPA** funding has been dedicated to homeownership assistance and home rehabilitation, particularly focused in communities like the Fourth Plain neighborhood where housing needs are acute.

Land trust home listings

Multifamily Tax Exemption (MFTE)

While typically used to support affordable rental housing, MFTE has also been used to support mixed-income developments that include ownership units in targeted growth areas.

Smith Tower, 170 affordable units

Housing preservation

While building new homes is essential to meet growing demand, preserving existing housing is critical to maintain affordability and stability in our community. Many homeowners with lower-incomes live in aging homes that, without investment, risk becoming unsafe or uninhabitable.

In 2024, the City invested federal funding to help **7 homeowners** maintain their residence.

AHF funding awarded in 2024 will help preserve Smith Tower in downtown Vancouver and a portfolio of senior properties owned by VHA, for a total of **334 preserved rental units**.

Home Electrification and Appliance Rebate (HEAR)

In addition, the City launched the Home Electrification and Appliance Rebate (HEAR) program, with **$1.48M** in Washington Climate Commitment Act funding to provide energy improvements to for qualified homeowners.

Rental registration

The City is implementing a new rental registration program to collect data on rental properties and ensure units meet safety and habitability standards. This program aims to improve tenant safety, enhance neighborhood quality, and streamline compliance for property owners.

In 2024, the City formed a community stakeholder group to assess the need for enhanced habitability measures and recommend elements for a proposed program.

Program implementation is underway and expected to begin January 2026.

CITY OF Vancouver WASHINGTON

Housing Action Plan Status Report March 2025

Progress Indicators:

Not Underway | In Progress | Complete | New in 2025

Land Use and Code		Status	Detail and Updates
1	Complete Comp Plan		• Establish citywide housing and density goals • Remove barriers to housing density and type • Update zoning to achieve more infill and naturally affordable housing • Housing need assessed & affordability goals established • Land Use possibilities developed and shared for community feedback • EIS completed • New land use and code strategies will be implemented through the Comp Plan update, which is on track to meet 2025 deadline
2	Update code		
3	Update zoning		
4	Expand affordable housing bonuses		• Offer density bonuses and flexibility on other requirements to encourage affordable housing development

Policies and Process		Status	Detail and Updates
5	Streamline development review		• 2023 audit identified strengths and areas for improvement. • Further improvements needed to eliminate unnecessary steps and reduce review timelines • Simultaneous permit/plat review implemented
6	Increase staff capacity		• Add staff and increase expertise to aid quicker review and processing • Form housing-specific review team for responsiveness and consistency
7	Expand SEPA categorical exemptions		• Consider housing projects with 200 units or less as Type I; categorically exempt • State SEPA updates implemented when approved by Council in December 2023 • Additional updates to SEPA may be included with Comp Plan updates

Policies and Process		Status	Detail and Updates
8	Reduce environmental review for new development		• Identify areas for Planned Action Ordinances, to simplify review of individual projects in study area
9	Update Title 20		• Update as part of Comp Plan to clarify Planning Commission role and narrow review authority
10	Eliminate traffic study requirements for affordable housing		• Update?
11	Support new ADU construction		• Share WA State approved pre-fabricated plans COV website. • Explore development of pre-approved ADU building plans
12	Reduce impact of Green Building Policy		• Green Building Policy was scheduled for completion 12/2024 but is currently paused for economic analysis • Exempt affordable development from Green Building requirements
13	Adopt Downtown Design Guidelines		• Limit most expensive requirements • Exempt affordable housing from new guidelines and provide flexibility for lower cost options
14	Avoid fee and cost Increases		• Delay implementation of new policies and fees that will increase the cost of new development
15	Align development agreements with housing goals		• Incorporate City priorities when negotiating Development Agreements • Establish consistency in required outcomes

Investment and Incentives		Status	Detail and Updates
16	Accelerate AHF funding		• AHF Levy was renewed in 2024 • More efficient software implemented in 2024 • First time providing forward commitments to assist projects with state awards • In 2025, rolling application with quarterly reviews implemented
17	Increase leverage for AHF		• 2017 - 2023 levy achieved 9 to 1 leverage • Goal = 10 to 1 • 2024 awards leveraged 23 to 1
18	Explore other City funding		• Potential resources could include Tax Increment Financing or REET funding • Explore use of City bonding capacity • New resources are being explored through the Heights and other redevelopment projects
19	Establish Fee-in-Lieu Fund		• Completed in 2023 • Five MFTE projects have committed Fee-in-Lieu funding and are underway

Investment and Incentives		Status	Detail and Updates
20	Pursue local and State Funding		• Pursue local and state funding available for affordable housing • 4 CHIP applications submitted in 2024, 3 funded, total $1.32M • City submitted a capital request that provided $1.2M to VHA for energy retrofits
21	Access Federal funding		• Inventory underutilized programs • Pursue CDS (earmarks) if available • Support a CHDO partner to access HOME set-aside • City submitted unsuccessful HUD PRO Housing application in 2024
22	Complete City property inventory		• Completed inventory and mapping of city-owned properties • Further work to Identify strategic city-owned parcels for affordable housing development
23	Acquire strategic parcels for affordable housing development		• 2024 ARPA funding helped acquire Village 57, requiring long-term affordability • Long term, citywide funding strategy needed
24	Identify underutilized land for housing		• Identify available properties owned by public partners such as C-Tran, public schools, Clark College • Identify religious partners with space and interest in housing e.g., McLoughlin Church • Identify parking lots that can access Construction Sales Tax Deferral (CSTD)
25	Leverage City facilities needs		• Explore City uses in ground floor spaces to reduce cost of new housing projects • Review facility needs and potential opportunities for co-location
26	Encourage broader use of MFTE		• The MFTE program was updated to increase eligibility and density in 2023 • 4 applications received under new guidelines • Need additional marketing to promote program in new areas
27	Encourage broader use of fee waivers		• Incentivize affordability by waiving impact fees for new income-restricted housing • Added fee waiver program info to housing pre-apps to notify developers
28	Establish CSTD Program		• Program approved by Council and launched in 2024 • First application received in 2025 • Need to promote for additional use.

Fees		Status	Work Completed in 2024
29	Inventory City-imposed fees and costs		• Develop reduced cost schedule for affordability • Part of Comp Plan research and update
30	Reduce impact fees for affordable housing		• Implement scaling of fees in accordance with RCW changes • Encourage broader use of impact fee discounts for affordable housing • Part of Comp Plan update
31	Complete building fee rate study		• Completed in 2024 • 100% cost recovery compared to other jurisdictions • No increase planned
32	Lower building fee cap		• Current cap is $7 million
33	Adjust fee schedule for affordable housing		• Further discussion needed to exempt or decrease permit fees for affordable development/AHF investment
34	Update SDC payment requirements		• Change payment timing of System Development Charges to reduce upfront costs of affordable development

Innovation		Status	Detail and Updates
35	Explore sweat equity and co-ops		• Explore community co-op models and partners • No progress in 2024: Need to identify partner interest for co-op model
36	Explore at-cost housing models		• Research models for developing housing built and rented at a price that covers only actual costs, eliminating speculative profits
37	Support innovative building types		• Pilot permitting for innovative building types and off-site production: panelized, container housing or 3D printing • No progress in 2024: Need partner interest and internal champion
38	Redevelop commercial buildings		• Facilitate redevelopment or adaptive reuse of commercial buildings into to add housing and retaining businesses • No progress in 2024: Need partner interest and internal champion
39	Explore bonding options		• Research City bonding opportunities to access new funding for housing
40	Establish revolving loan fund		• Research opportunities to create a revolving loan fund, assist with multifamily pre-development costs

Innovation		Status	Detail and Updates
41	Identify financing for small development projects		• Developers of small projects and middle housing need access to additional funding options • Researched funding, partners and other jurisdictions in 2024
42	Establish Land Bank		• Explore establishing a land bank for housing as vehicle for property acquisition • No progress in 2024: Fee in Lieu Fund may be used for land acquisition

Housing Preservation		Status	Detail and Updates
43	Preserve multifamily housing		• Support acquisition and maintenance of existing properties with naturally affordable units or expiring affordability requirements • Smith Tower and Cedar Portfolio awarded $2M AHF funding to preserve 334 units
44	Establish Rental Registration Program		• Implement registration program to monitor and preserve existing rental housing condition • Stakeholders advised program development and Council reviewed recommendations in 2024
45	Fund homeowner rehabilitation		• Increase program funding to assist homeowners with limited income maintain housing • Accessed state HEAR funds for energy retrofits • Identified ARPA funding for rehab in Fourth Plain area
46	Preserve mobile home parks		• Work underway for mobile home park zoning overlay to preserve existing parks • Support low-income mobile home park residents to acquire park ownership if listed for sale

Programmatic Support for Housing		Status	Detail and Updates
47	Expand homeownership programs		• Support land trust partners for long-term affordability • Awarded $1M in AHF funding to support 20 new moderate-income homebuyers • Support credit counseling, financial literacy and homeowner literacy education • HUD-funded homebuyer programs require education for new homeowners
48	Establish IDA Program		• Develop matched savings program to help households with low to moderate income save for homeownership • ARPA funding slated for use to start new IDA program in Fourth Plain in 2025

Programmatic Support for Housing		Status	Detail and Updates
49	Promote shared housing		• Support roommate matching and other program models to increase current housing capacity • Supported initial creation of HomeShare program in 2022
50	Support construction trades		• Promote construction and development career paths in community • Partnered with NWNC to train contractors on home energy improvements
51	Build local development capacity		• Provide technical assistance and capacity building for local housing nonprofits • Partnering with Community Foundation to select nonprofits for capacity building

Advocacy & Partnerships		Status	Detail and Updates
52	Advocate for State policy changes		• Develop annual agenda for state funding and policy in support of affordable housing • Ongoing work with CMO and city lobbyist
53	Support condo reform		• Develop advocacy agenda for condo legislation reform and increase condo development • No progress in 2024: Included in City legislative priorities
54	Change SDC cost recovery statute		• Pursue legislative change to SDC financial cost recovery statute to allow discounts or waivers for affordable housing • Legislation moving forward in 2025 session
55	Review building codes		• Advocate for changes to building code at the state level if limitations are identified • Under review by building department
56	Strengthen partnership with WSHFC & Commerce		• Build better understanding and closer partnership with state housing officials for LIHTC and Housing Trust Fund (HTF) • No SW WA projects funded by HTF in 2025
57	Seek corporate support		• Identify businesses, banks, credit unions and philanthropies for housing partnerships • Funders, banks and philanthropies included in County Plan workgroups
58	Promote employee housing initiatives		• Partner with large employers to support housing for staff, e.g., co-finance workforce housing, downpayment assistance
59	Reduce financing costs		• Companies partner with lenders to offer employees below-market interest rates or subsidize interest costs or loan fees • Will research CDFI programs, potential Amazon or MS funding

Advocacy & Partnerships		Status	Detail and Updates
60	Establish Funders Collaborative		• As part of County's Affordable Housing Plan, establish collaborative fund that pools public, private and philanthropic resources • Work group decisions and plan development completed in 2024
61	Develop Housing Consortium		• As part of the County's Affordable Housing Plan, develop a formal consortium of government, nonprofit, private and community members to coordinate and advocate for affordable housing in Clark County

Data Tracking and Reporting		Status	Work Completed in 2024
62	Publish annual report		• Annual report on housing outcomes, including HUD, AHF, MFTE, FIL, Fee waivers • First report delivered 3/31/24; 2025 report underway
63	Provide regular housing action updates		• Part of annual report; ongoing updates provided as needed Planning Commission update February 2024
64	Create online housing dashboard		• Report on new housing by neighborhood and affordability restrictions, expanding AHF dashboard • Development underway in coordination with EPH and CDD
65	Track housing demand and project economics		• This work started through Housing Needs Assessment in Comp Plan • Identify minimum viable rent for market units and track over time • Started research to analyze construction costs, rent levels & financial feasibility • Analyze Incomes vs. Affordable Units • Identify number of household income thresholds relative to availability of income restricted units and track over time

2023 Consolidated Annual Performance Evaluation Report (CAPER)

July 1, 2023 – June 30, 2024

HUD Funding Administered by City of Vancouver

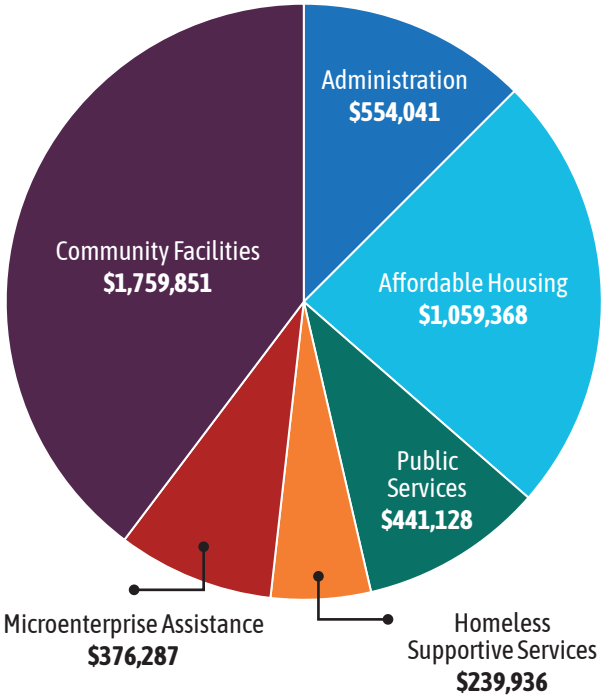
The City of Vancouver administers U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG and CDBG-CV) and HOME Investment Partnerships (HOME and HOME-ARP) allocations.

In 2023, CDBG funding was used for a variety of programs and projects that benefit people with low to moderate income, including:

- community facilities for health and services
- case management for rental assistance programs
- homeowner rehabilitation
- microenterprise assistance
- homeless outreach and other public services

HOME funds were primarily used for rental assistance to households exiting homelessness and homeless supportive services.

Program Year Expenditures



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11 homeowners assisted

184 small businesses assisted

4,059 people accessed services

6,359 people accessed new or improved community facilities

539 people supported to help resolve homelessness

This is a snapshot of the CAPER. For the full report, please go to cityofvancouver.us/cdbg or contact:

Ann Hawkins, Economic Prosperity & Housing
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CITY OF Vancouver WASHINGTON

City Hall | 415 W. 6th St. | Vancouver, WA 98660 | cityofvancouver.us

CITY OF Vancouver WASHINGTON

Off-Street Parking Minimums for Affordable Housing

Workshop

Bryan Snodgrass, Principal Planner, CDD

Chim Chune Ko, Real Estate Project Manager, EP&H

June 9, 2025

Agenda

- Proposed Change
- Eligible Projects
- Legislative and Comp Plan Context
- Impact and Benefits of Change
- Next Steps

Proposed Change

20.945.070 Minimum Off-Street Parking Requirements for Affordable Housing

20.670.040 The Heights (HX) Plan District Design and Development Standards for Affordable Housing

Eliminate off-street parking requirements for all residential uses that provide at least 50% of units at 100% Area Median Income (AMI) or below for a minimum of 10 years to 0 required parking spaces.

Zone text change approval criteria

VMC 20.285.070

1. The proposal is consistent with applicable policies of the Vancouver strategic plan and comprehensive plan; and

2. The proposal is necessary to further the public interest based on present needs and conditions

Overview of Area Median Income (AMI)

2025 Income Limits

Household Size	1	2	3	4	5
100% AMI	$86,900	$99,300	$111,700	$124,100	$134,100
80% AMI	$69,550	$79,450	$89,400	$99,300	$107,250
60% AMI	$52,140	$59,580	$67,020	$74,460	$80,460
30% AMI	$26,100	$29,800	$33,550	$37,250	$40,250

- Area Median Income (AMI) is used as the eligibility guideline for all housing-related programs at the State and Federal Level
- It's the salary above and below which 50% of household salaries falls so it represents the salary midpoint adjusted for household size.
- Rent limits are set by HUD based on income bracket and unit size

Types of Eligible Projects

Proposed change benefits only a subset of all multifamily projects

- Deeply affordable and permanently supportive housing (0-30% AMI)
- Subsidized affordable housing (30-60% AMI)
- Workforce housing (80-100% AMI)
- Projects eligible for Affordable Housing Fund (AHF), Construction Sales Tax Deferral (CSTD) and Impact Fee discount incentives.

Recent Relevant Legislation

SB 5814, Parking Reform and Modernization Act

- Prohibits any minimum parking space requirements on affordable housing, senior housing, daycares, and ground floors of mixed-use buildings
- Limits single detached house requirements to 1 per unit, multi-family requirements to 0.5 per unit, and commercial requirements to 2 spaces per 1,000 square feet
- Signed into law May 2025. Applies to cities of 30,000 person or more, and counties.

Comprehensive Plan Engagement

Big themes: more housing, greater affordability, access to resources

- Phase 1: Visioning
  - 850 direct conversations, 1,000 survey responses, community working groups
- Phase 2: Developing & Sharing Land Use Possibilities
  - 13 mapping workshops- five community-wide, eight group specific
  - Community Partners (3) and community working group (6) meetings
  - One joint Council/Planning Commission workshop, and one individual workshop with each
  - Online story map
  - 25 presentations, small group activities and tabling events- neighborhood associations, youth/schools, economic development partners, boards & commissions, community organizations
- Policy & Code Development
  - Four City Council and seven Planning Commission workshops
  - 17 meetings with Community Partners (5) and community working groups (12)
  - Five small group discussions
  - More engagement forthcoming as code & policy development advances

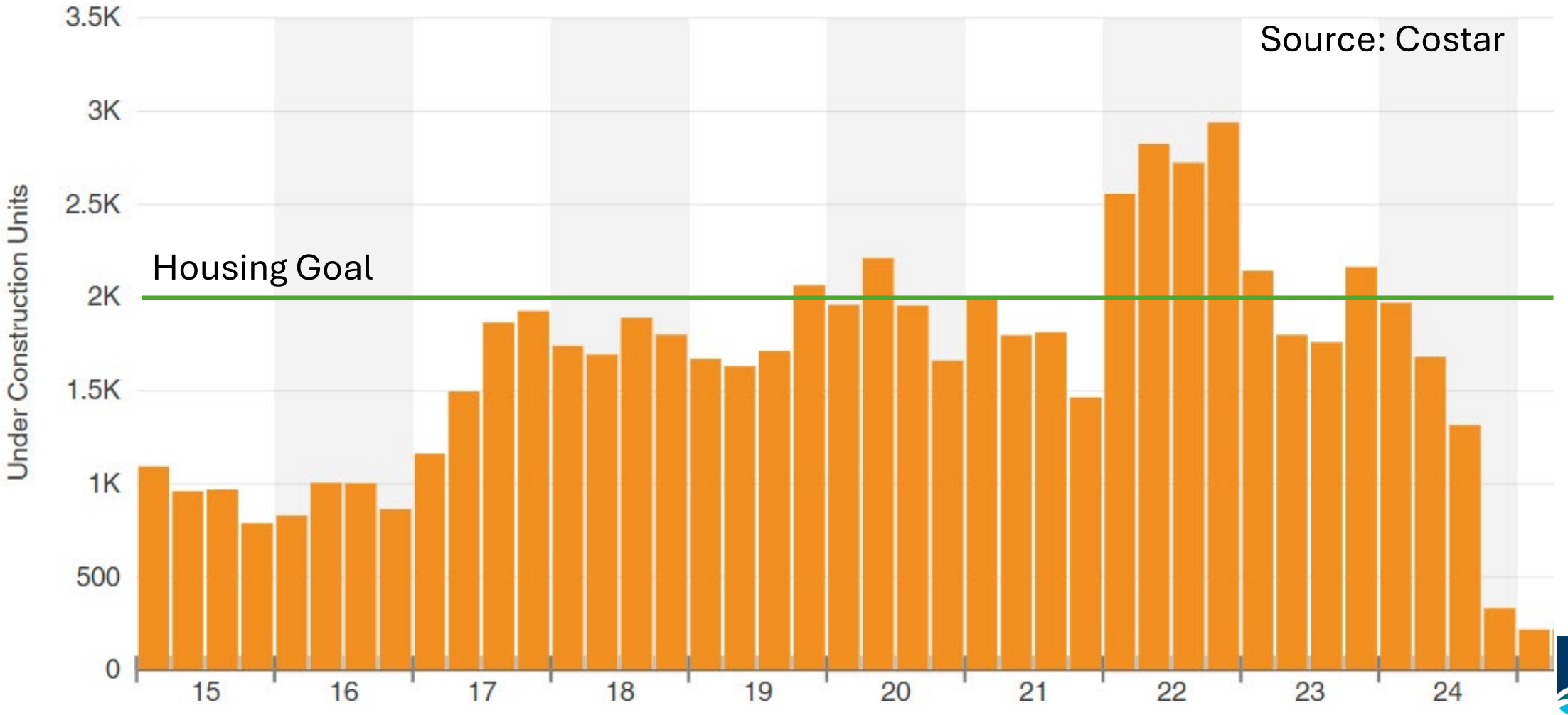
Comprehensive Plan Housing Targets

Required to show capacity for total units and income bands

- Target of 38,000 new housing units by 2045
  - 12,900 at or below 50% of Average Medium Income (AMI)
  - 16, 260 at or below 100% AMI
  - 1,370 shelter beds
- Average of 1,900 units per year for next 20 years
  - This is more than we have delivered in nearly all previous years
  - When we don't hit this target, our housing deficit grows
  - Housing Action Plan calls for us to front load this - we don't want to wait 20 years for the community to have access to affordable housing options

Slowdown in Housing Production

Units under construction at historic low



Impact of Removing Parking Minimums

New projects will still build new parking

- Property owners will decide how much parking they need/want rather than City
- Amount of parking will be based on market demand and requirements of lenders and investors
- Projects will also explore availability of existing nearby parking
- Based on past and recent experience, few, if any, projects will be built without any off-street parking
    - Supported by peer cities that have removed residential parking requirements
- Projects that build new parking will still be required to meet ADA and EV requirements

Benefits of Removing Parking Minimums

Lower the cost of new development

- Removes cost of overbuilt parking from new housing developments
- Improves financial feasibility of affordable and attainable housing projects
- Stretches the impact of scarce public subsidy
- Allows for more homes of all shapes and sizes
- Promotes shared parking agreements and greater utilization of existing public and private parking
- Reduces heat islands and pollution

Alignment with Strategic Plan

Housing and Human Needs

Works to reduce housing costs and increase production

Transportation and Mobility

Promotes alternative transportation modes

Vibrant and Distinct Neighborhoods

Promotes vibrant and connected communities

Next Steps

Planning Commission

Completed May 27

City Council Workshop

June 9

City Council First Reading

June 16

City Council Public Hearing

July 7

Council Questions & Discussion

Exhibit A: Redlines to VMC 20.670.040

20.670.040 Design and Development Standards.

A. *MASSING AND SCALE.*

1. *Minimum Density.* The minimum residential densities in Table 20.670.040-1 shall apply in the HX district.

Table 20.670.040-1. Minimum Residential Density

Sub-District	**Minimum Density**
Activity Center	75 dwelling units/acre
Residential Neighborhood	45 dwelling units/acre
Innovation Hub	30 dwelling units/acre
District Gateway	30 dwelling units/acre

2. *Building Heights.* The building height standards in Table 20.670.040-2 shall apply in the HX district.

Table 20.670.040-2. Maximum Building Heights

Sub-District	**Maximum Height**
Activity Center	Maximum of 85 feet
Residential Neighborhood	Maximum of 85 feet
Innovation Hub	Maximum of 50 feet
District Gateway	Maximum of 55 feet not abutting residentially zoned properties
	Maximum of 40 feet abutting residentially zoned

Sub-District	Maximum Height
	properties
	Maximum of 35 feet fronting Idaho Street

Note: For the Heights district, "abutting" is defined as sharing a property line with residentially zoned property.

3. *Height exceptions.* In addition to the height exceptions allowed by VMC 20.910.030, maximum height limitations set forth in this chapter and elsewhere in this title shall apply to the following in the HX district:

a. *Parapets and railings.* Parapets and rooftop railings may extend four feet above the maximum height limit;

b. Walls or fences located between individual rooftop decks may extend six feet above the maximum height limit if the wall or fence is set back at least four feet from the edges of the roof;

c. Rooftop mechanical equipment, any required screening for the mechanical equipment, and stairwell enclosures that provide rooftop access may extend above the maximum height limit as follows, with the requirement that the equipment and enclosures must be set back at least 15 feet from roof edges on street-facing façades:

i. Elevator mechanical equipment may extend up to 16 feet above the maximum height limit; and

ii. Other mechanical equipment, required screening, and stairwell enclosures may extend up to 10 feet above the maximum height limit.

d. Roof-mounted solar energy production equipment may extend up to three feet above the maximum height limit; and

e. Wind energy production equipment may extend up to 30 feet above the maximum height limit.

4. *Building step downs and transitions.* In the District Gateway sub-district, building heights shall be reduced to a maximum of 40 feet within 60 feet of a shared property line with residential uses, and a maximum of 35 feet within 140 feet of Idaho Street.

5. *Building façades.* Building façades shall not exceed 165 feet in length without an intervening break.

6. *Build to Line.*

a. Building shall comply with the provisions of VMC 20.630.020 that describe building lines provisions for street frontages except no portion of the structure shall extend into the right-of-way except as specified in subsection (E)(2) of this section. Residential uses may include setbacks per subsection (C)(2) of this section.

b. *Setbacks for Pedestrian Amenities.* Setbacks up to 20 feet for up to 50 percent of the building frontage are allowed if the setback is used for a walkway, plaza, courtyard, or other pedestrian-oriented amenity or public space.

7. *Ground floor plane.* For buildings five stories and above, the maximum ground floor plane area shall not exceed 16,000 square feet. An option to this standard is to demonstrate significant massing breaks in the building façade to include breaks and ground plane openings as pedestrian connections.

B. *MODULATION AND FAÇADE ARTICULATION.*

1. *Ground floor transparency.* Buildings with ground floor commercial uses visible from the public way or public areas such parks and other publicly accessible space shall have a minimum 75 percent ground level façade transparency between two feet and eight feet above sidewalk grade.

2. *Ground floor to floor height.* The ground floor of commercial buildings shall have a minimum of 16 feet building floor to floor height.

3. *Modulation.* A minimum building modulation along the façade shall be one foot in depth and the minimum width shall be five feet.

4. *Building entry.* Main entrances shall be easily identifiable through the use of building articulation and modulation.

C. *ENTRANCES.*

1. *Ground floor level.* Ground floor residential uses shall be elevated above the sidewalk grade a minimum of two feet six inches to create privacy adjacent to the public realm. For these units, ensure an alternate access point that is accessible (as required by the building code).

2. *Entryways.* Ground floor residential entrances shall be set back from the property line a minimum of six feet and a maximum of 10 feet to ensure privacy from the public realm. Porches, patios, private spaces allowed within the setback.

3. *Recessed ground floor level.* Recessed ground floors shall be restricted to one level height, except at main entrances.

4. *Vehicle entries.* For mixed use residential and commercial buildings requiring vehicular garage entrances, the garage opening shall be set back from the building frontage a minimum of six feet. Adhere to all required visual sight setbacks.

5. *Townhome Garage Parking.* A minimum of three-foot setback shall be applied for alleyway garage or tuck under parking.

D. *ROOF FORMS.*

1. *Roof lines.* The length of any continuous flat roofline shall not exceed more than 165 feet without modulation.

2. *Roof Materials.* Roof materials shall meet the minimum SRI (solar reflectance index) standards to reduce urban heat gain. Inappropriate materials such as wood shingles, cement tiles and plastic slate and shingles shall be discouraged.

3. *Rooftop Projections.* Elevator cores, stair projections, solar panels and mechanical equipment shall be incorporated into the architecture of the building with consistent building materials. See subsection (A)(3) of this section for provisions regarding height, setbacks, and screening of rooftop features.

4. *Roof Decks.* Accessible roof decks shall provide safety setback standards from the roof edge and mechanical equipment as required.

E. *SECONDARY ARCHITECTURAL FEATURES.*

1. *Visual Interest.* Add visual depth to façades where appropriate by incorporating balconies, canopies, awnings, decks, or other secondary elements into the façade design.

2. *Encroachment.* A building's enclosed occupiable space shall not encroach into the right-of-way, with the exception of bay windows or balconies. Bay windows and balconies shall not extend more than four feet into the right-of-way and 30 percent of width of residential units or 50 percent of the width of hospitality units.

3. *Weather Protection.* Overhead weather protection shall be provided along all streets with a minimum clear height of 10 feet and maximum clear height of 15 feet consistent with the provisions of VMC 20.630.030 except in instances where the pedestrian amenities articulated in subsection (A)(6)(b) of this section are utilized.

4. *Pedestrian oriented features.* At least 75 percent of the width of any new or reconstructed ground-level building wall facing a street shall be devoted to pedestrian-oriented features or material variation, pedestrian entrances and/or windows affording views into retail, storefront, office or lobby space.

5. *Blank walls.* Continuous blank walls shall not exceed 15 feet in length. Where blank walls are present, incorporate a range of design approaches such as green walls, façade articulation, art or other approved applications to create interest at the adjacent pedestrian area.

F. *MATERIALS AND COLORS.*

1. *Prohibited materials.* The following are prohibited exterior building materials: plastic laminate, glossy or large expanses of acrylic or plexiglass, pegboard, mirror, highly polished or plated metals (except as a trim), mirrored glass, fabric or paper wall coverings, plywood or particle board, sheet or modular vinyl, shingles, shakes and horizontal lap siding.

2. *Mechanical equipment.* Mechanical equipment and above grade utilities shall be located or screened with quality materials to minimize visual impact on the public right-of-way.

G. *LANDSCAPE DESIGN.*

1. *Adaptive Plant Types.* Use The Heights-Specific Preferred Native and Adaptive Plant Species List as a primary resource for all at-grade planting areas both on site and within the public right-of-way. If the plant species are not available, applicants shall submit no less

than five statements from wholesale plant nurseries stating that plant materials are not available. If the planning official approves, applicants must provide plant substitutions that meet the same characteristics of the preferred plants such as but not limited to size, shape, fall color, flower, genetic potential. The characteristics must come from objective sources, such as books, manuals, or green industry cut sheets. The full Heights-Specific Native and Adaptive Plan Species List can be found in The Heights District Urban Design Standards and Guidelines, Appendix 1.0.

2. *Landscape requirements.* All development will meet or exceed landscaping standards in VMC 20.925.030-1 for the HX zone.

3. *Tree Cap Program.* Establish minimum standards for the district consistent with the city of Vancouver Tree Canopy Achievement Program (Tree CAP) neighborhood Gold Leaf standard for neighborhoods. More information about the city of Vancouver Tree CAP program can be found at: https://www.cityofvancouver.us/publicworks/page/tree-canopy-achievement-program-treecap.

4. *Landscaped Buffers, Planter Strips, and Vegetated Swales.* All landscape buffers, planter strips and vegetated swales approved as part of the development on site and/or within the public right-of-way shall be maintained. Plants shall be maintained in a vigorous and healthy condition, free from diseases, pests, and weeds. Competing vegetation shall be controlled to the extent necessary to allow establishment, survival, and growth of the plantings per the approved landscape plan. Plants which become diseased, severely damaged, or which die, shall be removed and replaced by the owner as soon as possible but no later than 60 days if notified by the city. All plants removed shall be replaced with a healthy plant of the same size and species as required by the approved landscape plan for the property.

H. *STORMWATER.* In addition to the standards of Chapters 14.24, 14.25 and 14.26 VMC, the following standards apply in The Heights:

1. *Integrated Stormwater Management Systems.* The district shall incorporate stormwater management systems as a principle design element in order to manage and direct stormwater runoff while creating an opportunity to integrate public space amenities as part of the sustainable site management approach.

2. *System Design.* Stormwater infrastructure shall be designed as a complete system connecting buildings, sites, parcels and blocks as an interconnected system. The loop feature is a key stormwater management infrastructure that shall be connected to the MacArthur Greenbelt. These corridors shall serve as a passive public space and amenity while integrating functional roadway and stormwater features using the existing street rights-of-way.

3. *Sustainable Plant Materials.* Select plant materials conducive to periods of high-water levels, as well as prolonged periods of drought shall be utilized to mitigate varying seasonal conditions.

4. *Stormwater Management Infrastructure.* Stormwater infrastructure located in the public right-of-way shall be provided consistent with the city of Vancouver Transportation Standard Details for The Heights District and The Heights District Stormwater and Urban Forestry Guidance Document.

I. *SIGNAGE.*

1. All signage shall comply with the provisions of Chapter 20.960 VMC for number, location and size restrictions unless as modified herein.

2. *Sign Location.* Building signage shall be located no higher than the first floor of the building.

3. *Monument Signage.* Standalone monument signage is permitted if located on private property and shall not impede right-of-way vision triangles. Monument signs shall be no taller than eight and one-half feet above grade, no wider than four feet and be constructed of materials contained on the exterior of adjacent buildings.

4. *Electronic Message Center signage.* Electronic message center signage shall not be permitted.

5. *Master Sign Program – Individual Buildings.* Individual buildings that accommodate multiple businesses and require signage for each business shall produce a master signage program that defines the size, number, and locations of signs. The design of signs shall be reviewed and approved by the city as a part of the master sign program and building design review process to ensure the signage is integrated into the architecture and overall development.

6. *Master Sign Program – District.* All signs shall adhere to the master development signage program for The Heights district.

7. *Materials.* Signage shall be constructed of high quality, durable materials.

8. *Illumination.* Direct illumination such as goose neck, exterior illumination as well as halo style lettering or back lit lettering are the preferred method of signage illumination. Channel letter signage is allowed as an option only if exterior lighting applications are demonstrated to not be possible based on constraints for the mounting location, ambient light levels or to eliminate the use of a backer board.

9. *Prohibited signage.* In addition to prohibited signage contained in VMC 20.960.030, the following signage or signage materials are prohibited:

a. Cabinet signage/box signage/can signage.

b. No exposed raceways.

10. *Application.* Signage shall be appropriate for its intended use such as residential, office, and retail.

11. *Public Realm Signage.* Kiosk, wayfinding and interpretive signage intended to promote a comprehensive district placemaking strategy shall be allowed upon review from the city.

J. *PARKING.*

1. *Parking Strategy.* Provide a dispersed, shared parking strategy through a combination of surface, at-grade, podium and above-grade mixed-use parking structures that meet the demand of residents, visitors, and employees.

2. *Parking Ratios.*

a. Any residential uses where the Owner certifies and provides evidence that that at least 50% of dwelling units are rented or sold at levels affordable to households earning 100% Area Median Income (AMI) or lower in accordance with by the U.S. Department of Housing and Urban Development ~~Area Median Income as defined by the U.S. Department of Housing and Urban Development~~for a minimum of 10 consecutive years from final occupancy shall be exempt from parking minimums

outlined in Table 20.670.040-3 below, and their required off-street parking shall be 0 for all residential units.

b. All other uses shall provide~~Parking will be provided~~parking to meet the acceptable city of Vancouver standards for the HX zone as listed in Table 20.670.040-3 and 20.670.040-4 below.

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Table 20.670.040-3. Parking Minimums for Non-Exempt Residential Uses

Sub-district	Required off-street parking	Parking reductions with transportation demand management (TDM) measures
Activity Center	1 space per dwelling unit	0.75 spaces per dwelling unit
Residential Neighborhood	1 space per dwelling unit	0.75 spaces per dwelling unit
Innovation Hub	1.25 spaces per dwelling unit	1 space per dwelling unit
District Gateway	1.25 spaces per dwelling unit	1 space per dwelling unit if development not abutting residentially zoned properties
		No reductions for development abutting residentially zoned properties

Note: For The Heights district, abutting is defined as sharing a property line with residentially zoned property

Table 20.670.040-4. Parking Minimums for Nonresidential Uses

Nonresidential Uses

Uses	Required off-street parking
Office	1 space per 1,000 square feet
Hotel	0.5 spaces per lodging unit
Senior Living	1 space per living unit
Commercial/All Other Uses	No minimum requirement for ground floor uses

a. The minimum number of parking spaces required for residential uses may be reduced per Table 20.670.040-3 below, if the city approves a transportation demand management (TDM) plan for the proposed development.

b. The TDM plan described in subsection (J)(2)(a) of this section shall include the following elements:

i. Narrative describing the characteristics of the proposed development and how it is served by the larger transportation system, including roads, transit facilities and services, and other multimodal transportation facilities.

ii. Specific TDM measures to be employed to reduce transportation via single-occupancy vehicles and resulting on-site parking needs. Eligible TDM measures are listed in subsection (J)(2)(c) of this section.

iii. A description of how TDM measures will be communicated to users of the development.

iv. A description of how users will be required or encouraged to use TDM measures.

v. A proposed process for monitoring individual and overall use of TDM measures and reporting their use to the city on an annual basis.

c. TDM plans must include specific provisions to be eligible for residential parking reductions. TDM plans must include either measure from subsection (J)(2)(c)(i) or (ii) of this section, and at least three other measures selected from subsection (J)(2)(c)(iii), (iv), (v), (vi) or (vii) of this section, for a total of at least four measures:

i. Provision of annual transit pass or equivalent for residents at no charge or a rate reduced by 75 percent or more.

ii. Pricing for parking spaces that is charged separately from residential units.

iii. Designation of at least five percent of available parking spaces for high occupancy vehicle use.

iv. On-site presence of car-share vehicles and parking spaces (which account for at least five percent of the total number of parking spaces).

v. Use of a guaranteed ride home program or an agreement to pay into and utilize the city of Vancouver's existing guaranteed ride home program.

vi. On-site presence of shared cargo bikes available to all residential tenants.

vii. On-site provision of repair facilities and/or services for bicycles and other nonvehicular mobility devices available for all residential tenants.

d. Operators of an approved TDM program shall submit a report summarizing operation, and results of the program on an annual basis beginning one year after occupancy of the building. The report shall describe the following:

i. Specific TDM measures used.

ii. Certification that all TDM measures selected for the TDM program are operating as described in the TDM plan.

iii. Documented participation of program users, including average number and frequency of use of measures and services.

e. Additional information about TDM program requirements shall be provided to participants by city staff.

3. *Parking Standards.* All parking shall meet the requirements contained in Chapter 20.945 VMC as applicable unless as contained herein.

4. *Parking Structures.*

a. All structured parking shall be accessory to and integrated into a block and building envelope and will support multiple permitted uses in the district. Standalone parking structures are not permitted.

b. Any above grade structured parking shall be screened from public view by integrating into the overall building design, and/or through a combination of screen walls and landscape buffer areas. Screening provides an opportunity to enhance building design through the use of art, green walls, and innovative materials.

c. Semi subterranean parking shall be screened along all sides with the exception of entrances and exits. Separate openings for ventilation shall be screened with evergreen landscape planting and/or metal mesh screens.

5. *Surface Parking.* New surface parking lots shall be located behind buildings and screened from the public right-of-way. In the event screening by the building is not feasible, staff may consider surface parking lots located along the right-of-way with required screening.

6. *Parking Lot Screening.* A wall, fence, or evergreen planting is required between an off-street parking area and a street frontage in the HX district.

a. This screening is required for new construction or paving or repaving of a parking area over 1,000 square feet.

b. The wall or planting shall be a minimum height of two and one-half feet and a maximum height of three feet.

c. A fence shall be a maximum height of five feet. The total height of a combined wall and fence structure also shall be a maximum of five feet.

d. A pedestrian access (break in the screening) is required a minimum of every 150 feet or a minimum of one per street frontage.

e. Fencing shall be wrought iron.

f. A wall shall be a solid, decorative concrete, or masonry wall.

g. If a solid, plain wall, the wall must incorporate one of the following design features:

i. Decorative panels;

ii. Integrated planting (systems);

iii. Public art; or

iv. Other features as approved by the planning official.

7. *Existing Parking.* Existing surface parking lots will be allowed to be maintained until replaced by development of the parcels.

8. *Parking Access.* Access to structured parking shall only be from alleys or side streets. Access to structured parking is anticipated to be from designated secondary streets consistent with the city of Vancouver standards or approved road modifications.

9. *Parking Lot Lighting.* Parking lots shall be well lit to provide for visibility at night.

10. *Garage Openings.* Garage openings visible from public streets shall include decorative screening to soften the appearance of the garage façade.

11. *Parking Setbacks.* Parking garage entrances and exits shall be set back six feet from the building façade.

12. *Parking Signage.* All parking shall have clear signage and entrances/exits lighted.

13. *Bicycle parking.* Bicycle parking shall be provided to meet acceptable city of Vancouver standards for the HX zone as listed below in Table 20.670.040-5, and shall be consistent with the standards of VMC 20.945.050 and the city of Vancouver Bicycle Parking Guidelines.

a. Up to 50 percent of long-term bicycle parking spaces may be provided in individual residential dwelling units, if they meet the following criteria:

i. The bicycle parking is located within 15 feet of the entrance to the dwelling unit.

ii. The bicycle parking is located in a closet or alcove of the dwelling unit that includes a rack.

iii. For buildings with no elevators that utilize the in-unit long-term bicycle parking provisions, in-unit long-term bicycle parking spaces may only be located in ground floor units.

Table 20.670.040-5. Bicycle Parking Minimums

Uses	**Required Short-Term Bicycle Parking**	**Required Long-Term Bicycle Parking**
Residential	0.05 per dwelling unit, 2 spaces minimum	1 per dwelling unit for buildings with 5 or more dwelling units
Commercial	1 per 5,000 sf of floor area, 2 spaces minimum	1 per 15,000 sf of floor area, 2 spaces minimum
Office	1 per 25,000 sf of floor area, 2 spaces minimum	1 per 5,000 sf of floor area, 2 spaces minimum
Civic/Institutional Buildings	1 per 5,000 sf of floor area, 2 spaces minimum	1 per 15,000 sf of floor area, 2 minimum
Lodging	2 spaces minimum	1 per 10 rooms, 2 spaces minimum
Parks	1 per 5,000 sf park area, 2 spaces minimum	None

b. *Additional Development Standards.* The following standards apply to sites where more than 20 long-term bicycle parking spaces are required and provided in one or more shared bicycle parking facilities outside of individual dwelling units:

i. *Minimum Number of Horizontal Bicycle Parking Spaces.* At least 20 percent of spaces must be in a horizontal rack, or on the lower level of a stacked bicycle parking rack.

ii. *Parking for Larger Bicycle Spaces.* At least five percent of spaces must accommodate a larger bicycle space for cargo bikes, placed in a horizontal rack. These spaces must be a minimum of three feet (36 inches) in width, 10 feet (120 inches) long with three feet and four inches (40 inches) of height clearance.

iii. *Electrical Outlet Requirement.* At least 20 percent of spaces must have electrical sockets within four feet of the spaces. Each electrical socket must be accessible to horizontal bicycle parking spaces.

K. *UTILITIES AND SCREENING.*

1. *Utility and Solid Waste Locations.* Utilities shall be located away from primary streets and pedestrian sidewalks and located on alleys or from secondary streets wherever possible.

2. *Below Grade Utilities.* Utilities shall be located below grade in vaults or inside buildings where possible. Solid waste containers and disposal areas shall be located inside buildings. If not possible, screening shall be provided per Chapter 20.970 VMC.

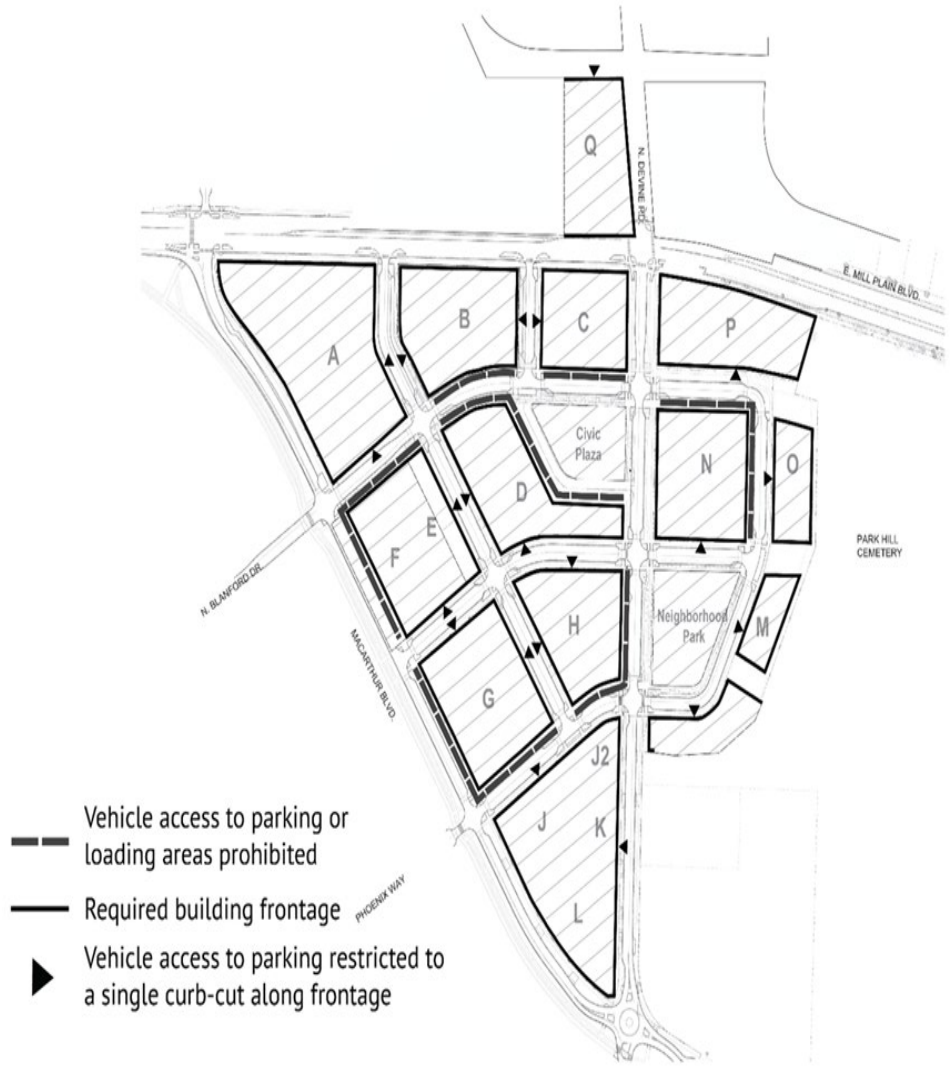
3. *Venting System Locations.* Venting of air exhaust and mechanical building systems shall be away from primary streets and main pedestrian areas and shall be architecturally incorporated into buildings.

4. *Wall-Mounted Utilities.* Utilities mounted on building walls shall not intrude on the public right-of-way space adjacent to a pedestrian path of travel, shall be set back, or have a landscape zone for a buffer.

5. *Mechanical Vents.* Mechanical vents required on building exteriors shall be located eight feet above grade or between grade and 18 inches and shall be integrated into the façade design to minimize visual impacts.

L. *Limited Access Frontages.* Vehicular access to development sites is prohibited along key frontages, where indicated, to reduce conflicts between automobiles and pedestrians and promote a safe and pleasant experience for walking. Vehicular access is restricted to one curb-cut per block frontage where indicated in Figure 20.670-3:

Figure 20.670-3. Vehicular Access Restrictions



(Ord. M-4424 § 2, 2023; Ord. M-4402 § 3(Q), 2023; Ord. M-4341 § 3 (Exh. A), 2021)

The Vancouver Municipal Code is current through Ordinance M-4465, passed October 14, 2024.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.cityofvancouver.us
City Telephone: (360) 487-8711

Hosted by General Code.

Exhibit B: Redlines to VMC 20.945.070

20.945.070 Minimum Off-Street Parking Requirements.

A. *Parking requirements for unlisted uses.*

1. The planning official may rule that a use not specifically listed in Table 20.945.070-2 below is a use similar to a listed use and that the same parking standards shall apply. If the applicant requests that the planning official's decision be rendered in writing, it shall constitute an interpretation, as governed by Chapter 20.255 VMC; and

2. The planning official shall maintain a list of approved unlisted use parking requirements that have the same effect as an amendment to this chapter.

B. *Choice of parking requirements.* When a building or use is planned or constructed in such a manner that a choice of parking requirements could be made, the use which requires the greater number of parking spaces shall govern.

C. *Measurements.* The following measurements shall be used in calculating the total minimum number of vehicle parking spaces required in this chapter:

1. *Fractions.* Fractional space requirements of up to 0.5 shall be rounded down to the next whole number and 0.5 or greater rounded up to the next whole number.

2. *Employees.* Where employees are specified for the purpose of determining the minimum vehicle parking spaces required, the employees counted are those who work on the premises during the largest shift at the peak season.

3. *Students.* When students are specified for the purpose of determining the minimum vehicle parking spaces required, the students counted are those who are on the campus during the peak period of the day during a typical school term.

4. *Space.* Unless otherwise noted, where gross square feet (gsf) are specified, the area measured shall be gross floor area under the roof measured from the faces of the structure, excluding only space devoted to covered off-street parking or loading.

D. *Exclusions to minimum vehicle parking requirements.*

1. The following uses shall be exempt from minimum parking requirements outlined in Tables 20.945.070-1 and 20.945.070-2 below and their required off-street parking shall be 0 for all residential units.

   a. Any residential developments where the Owner certifies and provides evidence that at least 50% of dwelling units are rented or sold at levels affordable to households earning 100% Area Median Income or lower ~~as defined by~~ in accordance with the U.S. Department of Housing and Urban Development for a minimum of 10 consecutive years from final occupancy.

~~1.~~ The following shall not be counted towards the computation of the minimum parking spaces as required in Table 20.945.070-2 below:

2.

   ~~a. 1.~~ *On-street parking.* Parking spaces in the public street or alley shall not be eligible as fulfilling any part of the parking requirement except as provided elsewhere in this title;

   a.

   b. ~~2.~~ *Fleet parking.* Required vehicle parking spaces may not be used for storage of fleet vehicles, except when a use can show that employee and fleet parking spaces are used interchangeably (e.g., the employee drives the fleet vehicle from home, or the spaces are used for fleet storage only at night and are available for employee use during the day). For the purposes of this title, space exclusively devoted to the storage of fleet vehicles will be considered as outdoor storage.

E. *Reductions in minimum required vehicle parking.*

1. The planning official may reduce the minimum off-street vehicle parking spaces required in Table 20.945.070-2 by up to 10 percent in new nonresidential developments by means of a Type I procedure, when an applicant for a development permit can demonstrate in a parking study prepared by a traffic consultant or in parking data from comparable sites that:

   a. The requested reduction in parking will not have an adverse impact on uses in the immediate vicinity.

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b. Use of transit, demand management programs, and/or special characteristics of the customer, client, employee or resident population will reduce expected vehicle use and parking space demand for this development, as compared with Institute of Transportation Engineers (ITE) vehicle trip generation rates and minimum city parking requirements.

c. The city shall not be responsible for providing parking for a development should a reduction in required parking under this section result in a deficit in parking that is not desirable to the owner of the property or use.

2. The planning official may reduce the minimum off-street vehicle parking spaces required in Table 20.945.070-2 up to 20 percent if the required conditions detailed in subsections (E)(1) and (E)(2) of this section are met. Reductions in parking minimums shall be cumulative and inclusive of reductions allowed under any provision of this title.

a. For every five bicycle parking spaces provided which meet bicycle parking design standards or for each bicycle locker (two-bicycle capacity), the minimum motor vehicle parking requirement may be reduced by one space up to seven percent of total required vehicle parking spaces. Mixed-use developments using this provision shall provide bicycle parking indoors.

b. Sites where at least 20 parking spaces are required and where at least one street lot line abuts a designated arterial roadway, transit-supportive plazas may be substituted for up to five percent of required vehicle parking.

i. The plaza must be adjacent to the arterial street. If there is a bus stop along the site's frontage, the plaza must be adjacent to the bus stop.

ii. The plaza must be at least 300 square feet in area and be shaped so that a 10-foot-by-10-foot square will fit entirely within the plaza.

iii. The plaza must be open to the public, contain a bench or other sitting area, contain a shelter or other weather protection covering at least 20 square feet, and shall have at least 10 percent and no more than 25 percent landscaping.

c. *Building Orientation/Site Design Incentive.* Developments which incorporate all of the following building orientation/site design characteristics into the site plan shall be eligible for a five percent reduction in required on-site parking:

i. *Build to the Sidewalk.* Buildings located as close as possible to the public street and sidewalk, preferably at the minimum required setback. Primary entrance shall be oriented toward the street.

ii. *Provide public spaces.* Commercial development should provide spaces for civic interaction. To make these more accessible and accommodating to the public, pedestrian plazas, street furniture and landscaped open spaces should be incorporated as site amenities.

iii. *Build to the corner.* Buildings on corner lots should be located on the street corner with building frontage on both streets with primary entrances oriented toward the intersection. If no buildings are located at street corners, pedestrian plazas and amenities should provide a focus for the area. Intersection vision clearance standards shall apply.

iv. *Pad Development.* Pad development should be located at the corners of a development or at the intersection created by the site driveway with the public street. The location and site design of pad development should integrate seamlessly with the on-site pedestrian circulation plan and all off-site pedestrian, bicycle and transit facilities.

3. A request to reduce the required minimum parking more than 20 percent is subject to a Type II variance procedure.

F. *Parking in City Center (CX) Zone.* The following minimum requirements shall apply, in accordance with VMC 20.630.060, Parking Control, in all areas zoned City Center (CX) district:

Table 20.945.070-1. CX District Parking Space Requirements

Land Use	**Parking Requirements**
Multifamily housing, ~~market rate and low-income~~	0.75 space/dwelling unit
Senior housing, and housing for persons with	0 spaces for residential units

Commented [PM1]: Do we need to update or remove this?

Commented [CK2R1]: Good call. Yes, probably

Land Use	Parking Requirements
disabilities	0.75 space per employee[1] plus one visitor space per 10 residents
All other residential uses	1 space/dwelling unit
Transient lodging	1 space/living unit
Congregate care facilities for nonsenior residents	1 space/2 living units
All other uses	1 space/1,000 sq. ft. of floor area

1 The number of employees based on maximum number of employees present at any given time (i.e., during the largest shift of employees).

G. *Parking in Transit Overlay District.* Developments located within the Transit Overlay District may be subject to special parking standards contained in Chapter 20.550 VMC.

H. *Application of Parking Requirements.*

1. Notwithstanding any other requirement of this chapter, no parking shall be required for any commercial use located in an existing structure which abuts Main Street between Fifth Street and McLoughlin Boulevard, up to and including the first two floors above street level, and any basement levels. The requirements for uses in all floors of three stories or above shall be the same as that in all other areas in the City Center district (CX).

2. In addition, notwithstanding any other requirements of this chapter, requirements for off-street parking shall not apply within the Community Commercial (CC) district extending from McLoughlin Boulevard to Fourth Plain Boulevard in the event of a change in commercial occupancy of a building or of a remodeling of a commercial structure if the original floor area is not exceeded by 25 percent. This provision does not apply to conversion of residential occupancy to commercial occupancy. The requirements for off-street parking for the Community Commercial (CC) district within this area shall be based

on the City Center (CX) district parking requirements of Table 20.945.070-1 and shall only be for the total area of additions in excess of 25 percent of the floor area in existence on July 19, 2010.

3. Commercial uses in the Neighborhood Commercial (CN) district may count available on-street parking spaces which are immediately adjacent to the development toward the minimum on-site parking requirement.

4. Parking stalls used for electric vehicle basic charging stations and rapid charging stations shall be counted toward the minimum number of required parking stalls in a development.

I. *Use of Public Parking.* The requirements for off-street parking can be satisfied by execution of a long-term lease for a segment of equivalent parking in an existing public or private parking facility. Lease fees in public facilities would be at market rates as established and adjusted by the Vancouver city council after considering the advice of the parking advisory committee. Continued leasing of such space shall be required, and failure to provide the required parking shall be cause for revocation of the occupancy permit for the structure involved.

J. *Specific requirements for minimum parking.* Parking shall be provided for uses as per Table 20.945.070-2 below:

Table 20.945.070-2. Minimum Off-Street Vehicle Parking Requirements

Use	Minimum
RESIDENTIAL	
Household Living	See Housing Types below
Group Living	1.0 space per 7 residents served under age 12 1.0 space per resident served ages 12 – 17 1.0 space per resident served age 18 or older

Use	Minimum
Transitional Housing	1.0:3 beds
Home Occupations	None
HOUSING TYPES	
Single Dwellings, Attached	1.0/DU[1]
Single Dwellings, Detached	1.0/DU
Accessory Dwelling Units	None
Duplexes	1.0/DU
Market Rate Multifamily Dwelling Units	0.75/DU if located within 0.25 mile of frequent transit line,[6] 1.0/DU if located 0.25 mile or further from a frequent transit line
Housing for Low-Income Households Earning Under 60% Median Area Income	0.75/DU
Manufactured Home Subdivisions	1.0/DU
Manufactured Home Parks	1.0/DU
Senior Housing Facilities and Housing for People With Disabilities	0 spaces for residential units 0.75 space per employee[7] plus 1.0 visitor space per 10 residents

Use	Minimum
CIVIC (Institutional)	
Basic Utilities	None
Community Centers	Per approved parking study
Community Recreation	Per approved parking study
Cultural Institutions	1.0:400 sq. ft.
Day Care	
– Child Care	Family Day Care Home: none Institutional: 1.0/employee + 1.0/12 children served
– Adult Day Care	Family Day Care Home: none Institutional: 1.0/employee + 1.0/12 clients served
– Dog Day Care	1.0/employee + 1.0/12 animals served
Emergency Services	1.0:300
Medical Centers	1.0/4 beds (hospital, residential care center); 1.0/2 beds for patients or residents (convalescent hospital, nursing home,

Use	Minimum
	congregate care facility)
Parks/Open Space	
– Neighborhood Parks	Parks Department to determine
– Community Parks	
– Regional Parks	
– Trails	
Postal Service	1.0:300
Religious Institutions	1.0/6 seats or 12' of bench in main assembly area
Social/Fraternal Clubs	1.0/100
Transportation Facilities	None
Schools	
– Preschool	2.0/classroom
– Elementary and Middle	1.0 space/4 seats or 8 feet of bench length in auditorium or assembly room, whichever is greater

Use	Minimum
– High School	1.0 space/employee, plus 1.0 space/each 6 students, or 1.0 space/4 seats or 8 feet of bench length in auditorium, whichever is greater
– College* *Classrooms = 30 students. Lecture halls require additional parking of 12.0 spaces per 30 seats. Additional parking may be required as determined by planning official.	1.0 space/3 seats in classrooms
COMMERCIAL	
Commercial and Transient Lodging	1.0/lodging unit
Eating/Drinking Establishments	1.0/250
Entertainment-Oriented	
– Adult Entertainment	Refer to specific use, i.e., theater, book or video store
Indoor Entertainment	
– Movie/Live Performance Theaters	1.0/6 seats or 12' of bench
– Skating Rinks/Arcades	1.0/150

Use	Minimum
– Bowling Alleys	5.0 spaces per lane
– Shooting Ranges	1.0 space per lane
– Major Event Entertainment	1.0/6 seats or 12' of bench
General Retail	
– Sales-Oriented	1.0/300
– Personal Services	1.0/400
– Repair-Oriented	1.0/400
– Bulk Sales	(a) Properties with less than 10,000 square feet of open sales or rental area shall provide 1.0 space for each 1,000 square feet of gross floor area, plus 1.0 space for each 2,500 square feet of open sales or rental area. (b) Properties with 10,000 square feet or more of open sales or rental area shall provide 1.0 space for each 1,000 square feet of gross floor area, plus 4.0 spaces, plus 1.0 space for each 10,000 square feet of open sales or rental area in excess of 10,000 square feet.
– Outdoor Sales	Same as Bulk Sales
Animal Kennels/Shelters	1.0/600 plus 1.0 per employee

Use	Minimum
Motor Vehicle Related	
– Motor Vehicle Sales/Rental	(a) Properties with less than 10,000 square feet of open sales or rental area shall provide 1.0 space for each 1,000 square feet of gross floor area, plus 1.0 space for each 2,500 square feet of open sales or rental area. (b) Properties with 10,000 square feet or more of open sales or rental area shall provide 1.0 space for each 1,000 square feet of gross floor area, plus 4.0 spaces, plus 1.0 space for each 10,000 square feet of open sales or rental area in excess of 10,000 square feet.
– Motor Vehicle Servicing/Repair	1.0/500
– Vehicle Fuel Sales[3]	No less than 2.0
– Electric Vehicle Recharging Station	None
Office	
– General	1.0/400
– Medical	1.0/200
– Extended	1.0/300
Nonaccessory Parking	N/A

Use	Minimum
Self-Service Storage	Based on area of office
Marinas	
INDUSTRIAL	
Industrial Services	1.0/600
Manufacturing and Production	1.0/800
Railroad Yards	None
Research and Development	1.0/600
Warehouses/Freight Movement	1.0/5,000
Wholesale Sales	1.0/1,250
Waste-Related	1.0 space per 200 square feet of office space, plus 1.0 space per employee
OTHER	
Agriculture/Horticulture	None
Airports/Airparks	None
Cemeteries	1.0/6 seats or 12' of bench in chapels

Use	Minimum
Detention Facilities	1.0/3 beds
Heliports	None
Mining	1.0 per employee maximum shift
Rail Lines/Utility Corridors	None
Temporary Uses	None
Wireless Communication Facilities	1.0

1 DU = dwelling unit.

2 Does not include outpatient clinics or medical offices; see Medical/Dental Offices.

3 Gasoline stations offering other retail goods for sale, in enclosed spaces accessible by the customer, shall also comply with the parking requirements for convenience stores. Gasoline stations providing vehicle repair or maintenance services shall also comply with the parking requirements for vehicle repair or service facilities.

4 Senior multifamily housing project shall provide on-site parking at a minimum rate of one space per dwelling unit.

5 *(Reserved for future use)*

6 "Frequent transit service" means a bus rapid transit or other high capacity transit corridor, or transit corridors, with existing weekday peak service frequencies of 35 minutes or less, as indicated in the C-Tran 2018-2033 Transit Development Plan.

7 The number of employees based on maximum number of employees present at any given time (i.e., during the largest shift of employees).

(Ord. M-4425 § 5, 2023; Ord. M-4377 § 2(c), 2022; Ord. M-4255 § 12, 2018; Ord. M-4254 § 3(QQ), 2018; Ord. M-4223 § 4, 2017; ACM dated 2/18/2014, Correction to E.3 Type III Variance changed to Type II; Ord. M-4002 § 12, 2011; Ord. M-3959 § 48, 2010; Ord. M-3931 § 33, 2009; Ord. M-3922 § 44, 2009; Ord. M-3847 § 16, 2007; Ord. M-3701 § 33, 2005; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4465, passed October 14, 2024.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.cityofvancouver.us
City Telephone: (360) 487-8711

Hosted by General Code.

City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
cityofvancouver.us

Anne McEnerny-Ogle, Mayor • Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

May 19, 2025

Workshops: 4:00-6:00 p.m.

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

The City Council Meeting was held on 5/19/2025 at 4:00 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/vid_link/37913?startStreamAt=0&stopStreamAt=5193

Districting Charter Amendment
(Approximately 1 hour)

Aaron Lande, Program and Policy Development Manager,
aaron.lande@cityofvancouver.us

Staff led Council through a discussion of the Districting Charter Amendment.

Councilmembers Hansen and Stober joined the workshop remotely.

Cultural Access Program Introduction
(Approximately 45 minutes, to immediately follow the previous workshop)

David Perlick, Director of Parks, Recreation and Cultural Services,
david.perlick@cityofvancouver.us

Staff led Council through a discussion of the Cultural Access Program Introduction.

Councilmember Stober was absent from the workshop.
Councilmember Hansen joined the workshop remotely.

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

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:
https://www.cvtv.org/vid_link/37915?startStreamAt=0&stopStreamAt=8516

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: *Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Hansen, Mayor McEnerny-Ogle*

Absent: *Councilmember Stober*

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and Yes: 6, No: 0, Abstaining: 0, to excuse Councilmember Stober from the meeting. Absent from vote: Councilmember Stober.

Councilmember Hansen joined the meeting remotely.

Approval of Minutes

Minutes - May 12, 2025

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to approve the May 12, 2025, Meeting Minutes. Absent from vote: Councilmember Stober.

Proclamations

National Public Works Week

Mayor McEnerny-Ogle read and presented a proclamation to Patrick Hanley, GIS Supervervisor for the City of Vancouver, proclaiming May 18-24, 2025, as National Public Works Week.

Taiwanese American Heritage Week

Mayor McEnerny-Ogle read and presented a proclamation to Sylvia Lin, President of Taiwanese Chamber of Commerce of Orgeon and Southwest Washington, proclaiming May 11-17, 2025, as Taiwanese American Heritage Week.

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.

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- *Kimberlee Goheen Elbon, La Center, WA*
- *Carmen DeLeon, Vancouver*

There being no further testimony, Mayor McEnerny-Ogle closed Community Communication.

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.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to approve Items 1-3 on the Consent Agenda. Absent from vote: Councilmember Stober.

1. Celebrate Freedom Program Agreement Between the City of Vancouver and The Historic Trust

Staff Report: 102-25

Request: On Monday, May 19, 2025, authorize the City Manager, or designee, to sign the Celebrate Freedom Agreement.

David Perlick, Director of Parks, Recreation and Cultural Services, david.perlick@cityofvancouver.us

Motion approved the request.

2. Resolution Amending Waterfront Gateway Impact Fee Waiver

A RESOLUTION of the City Council of the City of Vancouver amending the partial impact fee exemption approved by Resolution M-4332.

Staff Report: 103-25

Request: On Monday May 19, 2025, adopt an amended resolution modifying the 80% exemption to park and traffic impact fees for the Vancouver Waterfront Gateway affordable housing project.

Bryan Monroe, Associate Housing Project Coordinator, bryan.monroe@cityofvancouver.us

Motion adopted Resolution M-4338 to approve the request.

3. Approval of Claim Vouchers

Request: Approve claim vouchers for May 19, 2025.

Motion approved claim vouchers in the amount of $10,118,062.06.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

4. Amendment to Vancouver Municipal Parking Code related Downtown Access Mobility and Parking Plan

AN ORDINANCE relating to the Parking Code for the City of Vancouver under Vancouver Municipal Code (VMC) Titles 19 and 9; amending VMC sections 19.040.070 relating to On-Street Permits; 19.13.010 relating to payment transferability;19.11.030 relating to parking meter fees designated; 9.92.10 relating to Carpool permit eligibility; 9.92.020 relating to Carpool permit parking hours; 9.92.040 relating to Carpool Permit rate; providing for severability; and setting an immediate effective date.

Staff Report: 100-25

Request: On Monday, May 12, 2025, upon second reading and a public hearing, approve the ordinance, amending the Vancouver Municipal Parking Code to implement the Downtown Access Mobility and Parking Plan.

Gabe Montez, Parking District Manager,
Gabriel.Montez@cityofvancouver.us

Gabe Montez, Parking District Manager, provided an overview of the Amendment to Vancouver Municipal Parking Code related Downtown Access Mobility and Parking Plan.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and received testimony from the following community members:

- *Bruce Barnes, Vancouver*
- *Tabor Kelly, Vancouver*
- *Matt Elzie, Vancouver*
- *Jerrilyn Greener, Vancouver*
- *Adam Kravitz, Vancouver*
- *James Wu, Vancouver*
- *Alyssa Wheeler, Vancouver*
- *Carmen DeLeon, Vancouver*
- *Madeleine Dulemba, Vancouver*
- *David Slocum, Vancouver*
- *Kari Jackson, Vancouver*
- *Linda Marousek, Vancouver*
- *Kimberlee Goheen Elbon, La Center, WA*

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Councilmember Fox motioned to amend the ordinance to strike section 19.13.010. ***Motion by Councilmember Fox, seconded by Councilmember Harless, and Yes: 3, No: 3, Abstaining: 0, to amend the ordinance and strike section 19.13.010. Absent from vote: Councilmember Stober. Motion fails.***

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 5, No: 1, Abstaining: 0, to approve Ordinance M-4502. Absent from vote: Councilmember Stober. Councilmember Hansen voted No.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homeless Situation Report

Jamie Spinelli, Homeless Response Manager, discussed the Homeless Situation Report.

Community Forum

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

Mayor McEnerny-Ogle opened the Community Forum and received testimony from the following community members regarding any matter:

- Sarah Stroh, Vancouver
- Marcus Griffith, Vancouver
- Margie Barilla, Vancouver
- Carmen DeLeon, Vancouver
- Kimberlee Goheen Elbon, La Center, WA

There being no further testimony, Mayor McEnerny-Ogle closed Community Forum.

Adjournment

9:13 p.m.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: Crystal Humble
To: City Council
Subject: Proposed parking implementation!
Date: Monday, May 19, 2025 12:02:37 PM

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello and greetings!!
My name is Crystal and I own Eryngium Papeterie at [redacted]. I have mixed feelings about the proposed parking plan. I can see the necessity of the change, but the timing and manner in which it will be implemented could create hardships on small businesses.

My business is located just north of the line for the proposed weekend payment. I'm concerned the weekend paid parking will cause a mass migration of parking from across lower downtown to the free blocks. This will likely result in an inability for my customers, including those with disabilities and mobility impairments, from locating parking in a reasonable distance from my business.

I am also concerned that implementing this change during the Main Street Promise construction is adding further hardship to the parking needs of downtown customers.
I acknowledge that paid parking was coming down the pipeline and will help with flow and turnaround times, but strongly feel this should wait until main st promise wraps up.
New meters, new parking, new experience!

Thank you for your time.
Regards,
Crystal Humble Lary
---END--

Yahoo Mail: Search, Organize, Conquer

From: Nina Rydalch
To: City Council
Subject: Opposition to May 19 agenda item 4 regarding parking
Date: Monday, May 19, 2025 11:58:01 AM

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Vancouver Council,

I am writing to express my concern regarding agenda item 4 for the May 19 council meeting: Amendment to Vancouver Municipal Parking Code related Downtown Access Mobility and Parking Plan. I am out of town this week and unable to attend in person.

I am a frequent weekend visitor of downtown during the weekend. My husband and I enjoy going to the farmers market and we often eat lunch afterward at a restaurant on the Waterfront, or visit I Like Comics or other local shops. We typically park in an area with many available spaces and never struggle to find parking.

This bill would significantly reduce the time and money we spend downtown, since we could instead go to other farmers markets in the area (Portland, for example) without paying for parking. If we go to the Vancouver farmers market, we will probably not stay to visit a restaurant or shops in the area. That is just how this personally affects me and my husband, however.

On a community level, I am concerned this change will reduce access to the beautiful recreational spaces available downtown-the gorgeous Waterfront walk and Esther Short Park, for example. I often see families enjoying time outside in these spaces during the weekend. Free community events are also often held downtown. Implementing parking fees will reduce access to these spaces and events for low-income families who may most benefit and rely on them. If weekend parking fees must be implemented, I would like to see a well-publicized permit option for low-income Vancouver residents that allows them to continue freely or affordably accessing these spaces and events on the weekend (if possible).

Thank you for your time and consideration.

Sincerely,
-Nina Rydalch

From: steve themightybowl.com
To: City Council
Subject: Support for Weekend Metered Parking in Downtown Vancouver -- CoV Meeting Monday 5/19/25
Date: Monday, May 19, 2025 11:55:17 AM

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and City Council,

My name is Steve Valenta, and I'm the owner of The Mighty Bowl, located at 8th and Washington in downtown Vancouver. I'm writing today in support of the proposal to extend metered parking enforcement to weekends in our downtown core.

As a local business owner, I fully understand that no one *likes* paying for parking—including myself. But I also understand that the question before us isn't about what's popular—it's about what's *effective* in supporting the long-term vitality and accessibility of our downtown.

Downtown Vancouver is growing. So great! With that growth comes increased demand for parking, especially on weekends when foot traffic and events surge. When street parking is free and unmanaged, it often encourages long stays, poor turnover, and a frustrating experience for visitors and customers who are just trying to find a spot. I see it firsthand: customers circling the block or giving up altogether because they can't park. I also see far too many residences overstay the meters on the weekends.

While metering may feel like a burden to some, I see it as a grown-up city decision—one that aligns with what thriving cities across the country are doing to ensure accessibility, encourage turnover, and reduce congestion. If implemented thoughtfully—with clear communication and a commitment to reinvesting revenue into downtown improvements—I believe weekend metering can actually enhance the experience of visiting downtown, not diminish it.

Let's make policy based on data, fairness, and the realities of urban growth—not short-term popularity. I support this change, and I hope you'll move forward with it in service of a more accessible, vibrant downtown for all.

Thank you to all of you for caring about small business and the little guy. We need y'all keep pushing for us.

Regards,

Steve Valenta
Mighty Bowl
[redacted]
@mightybowl

From: MARY ANDERSON
To: City Council
Subject: parking changes for downtown Vancouver
Date: Monday, May 19, 2025 11:55:14 AM

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I read the earlier article in The Columbian about the proposed parking changes, and then the article this week saying you were about to enact those changes.

There seem to be two different issues you are trying to address and I suggest you do them one at a time. I know nothing about the permit parking issue because I do not live or work downtown. Therefore I have no relevant opinion on what you are proposing.
However I live fairly close to downtown (in the Heights) and do enjoy visiting downtown, especially for movies at the Kiggins, visiting the Saturday Market, visiting the Library, getting my mail at the Post Office, and various other shopping trips. I am old but able to walk a distance so sometimes park at The Fort (along Officers Row or in one of the parking lots). I also park in metered spots. I prefer to pay with cash and don't use Parking Kitty. There have been times when one of those multi-spot parking meters was not in view and that is a real irritation. Please don't make it more difficult to park downtown and PLEASE keep weekend parking free. A small increase in parking rates may not be noticed, but difficulty in finding a parking meter will only increase frustration. And an expensive smartphone app is not necessary!
If you want to make downtown vibrant, don't make people think twice about coming downtown.
Thank you,
Mary Anderson

From: Kari Hotchkiss
To: City Council
Subject: Written Testimony I will read at City Council May 19 2025
Date: Monday, May 19, 2025 11:47:29 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening City Councilors,

My name is Kari Jackson, I live in the uptown area of Vancouver and I attend St. Paul Lutheran Church. When our church heard from a Columbian article in March that charging for parking would be implemented on weekends, we met with Gabe Montez and Chris Strider to try and come up with solutions that would accommodate the four+ different organizations that gather in our building on weekends. These are the options the city returned to us:

1) Have members apply for ADA permits with the state.

2)The city will create a drop off zone for those who need help walking while the driver parks elsewhere.

3)Partner with the County Courthouse to use their unused spaces during the weekend.

4)Purchase an hourly wage permit at $20 per month.

These perceived accommodations are not sufficient for our congregation and some of them, such as the partnership with the county courthouse, seem to be at odds with what the county says it's interested in doing.

Option 1: More than half of our congregation would need to apply and receive ADA permitting, not including temporary injuries, just to participate in community. Additionally this will not guarantee available parking spots as the June 1st changes move visitors north of the market and retail areas.

Option 2: This is a kind option from the city supposing that there were available somewhere to park or that there was a valet to park for individuals. Currently there isn't.

Option 3: Dovetailing with Option 2, I spoke to every office secretary/ manager and have received responses from half the property owners/ managers within a two to three block circumference of our church about the possibility of our church parking in their lots. Parking demand planners plan for private lot owners to share their lots with the public, yet for every single one they have said "No".

Surprisingly this includes the County Courthouse lots and Parking garage. The reason I received from Michelle Schuster, Director of Internal Services, is the county issues 24/7 permits for which members pay. Every single reserved spot in their lots and garage are permitted so that their departments that work during the weekend or need access during the weekend have it."

Option 4: A significant portion of our congregation is on low, fixed incomes in addition to caring for their disabled partners. All but a handful of our members are retired, which means their income will not increase permanently. An additional $20 a month for a parking permit is not tenable. And the homeless who use our church as their mailbox and/or shelter certainly cannot afford it.

We suggested other options at the meeting with Gabe Montez and Chris which were not taken up.

Community outreach for this plan has not included large quantities of stakeholders. Neither our church or organizations, none of the property managers I spoke to and none in a room of 30 from esther short park neighborhood were informed of what stakeholder meetings are. That's at least 200 stakeholders whose voices and perspectives have been left out regarding this major change.

City councilors, please delay changing the municipal code and the enforcement of parking changes until the wider perspective of downtown residents, city members and organizations that are not businesses or private retailers has been expressly solicited and city officials have reported back to you, city councilors, with adjustments made to meet the real needs expressed by everyday people who live here, build the community here, and strengthen this city with the heartbeat of their very lives.

Sincerely,
Kari Jackson, congregant at St. Paul Lutheran Church

From: Kayla Anderson
To: City Council
Subject: Public Comment: Parking (Agenda Item 4)
Date: Monday, May 19, 2025 10:37:06 AM

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning!

I'm the owner of Riparian Media, based in downtown Vancouver. I support the proposed parking amendments as a smart urban planning move and as a necessary step toward our city's climate and sustainability goals.

I'm especially excited about the idea of a downtown circulator. Using parking revenue to fund a free (or low-cost), easy-to-use shuttle system would be a huge win for access, small businesses, and the livability of our downtown core.

All the best,
Kayla

--
Kayla Anderson (she/her)
Founder
Riparian Media
---
e: [redacted]
w: www.riparianmedia.com

riparian media

Operating Hours

Wed, Sun Closed

Mon, Tue, Thurs, Fri 9 AM - 4 PM

Sat 9 AM - 12 PM

From: Marcus Griffith
To: City Council
Subject: Public Comment: Parking (Item #4, Support)
Date: Monday, May 19, 2025 10:05:44 AM

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CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Re: Support of the proposed parking amendments

City Council:

As a long time resident of downtown Vancouver, I see the necessity and benefit of the proposed amendment to the downtown parking plan.

Parking frustrations are increasingly intense in the downtown area and delaying action is no longer a viable option for a vibrant, accessible and sustainable downtown.

I am hyper aware of the impacts the changes will have on downtown residents and small businesses, especially hourly employees. I encourage to City to take reasonable steps to soften the impact during the transition.

-Respectfully,

Marcus Griffith
Downtown Resident

From: debbie townsend
To: City Council
Subject: May 19 Public Hearing - Downtown Access Mobility and Parking Plan
Date: Sunday, May 18, 2025 5:14:33 PM

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City Council members,

While I understand the downtown parking concerns and believe we should be encouraging alternative transportation to cars, I think the shift to charging to park downtown on weekends will deter shoppers and harm many of the small businesses.

Downtown Vancouver has plentiful parking on weekends. In my experience - and I visit two to three weekends a month - it's not nearby residents who are taking up all the parking. It's not people who could easily walk or bike. It's people from all over greater Vancouver and Clark County, plus some Portland residents, going to the Vancouver Farmers Market, visiting some downtown businesses or attending an event at Esther Short Park.

They don't park and leave their cars all day. Parking turns over frequently. I have always found parking within a few blocks. The biggest challenges for parking are when Saturday events at Esther Short Park coincide with Farmers Market hours. That's not because people are driving downtown who could walk or bike or because people are hogging parking spaces. It's because you have two huge events happening at the same place at the same time.

For many of the downtown visitors, walking or biking is not a reasonable option due to distance or a safe one due to the lack of adequate biking infrastructure. While walking or biking the downtown core is fairly easy, you should try it from other parts of the city. Or from the county areas just outside city limits. It can be incredibly dangerous.

Bus service is also not an option in many areas. The fastest growing areas are the north and east ends of Vancouver, and this is where many downtown visitors come from. There is no bus service in most of this area. Bus stops are more than a mile away from much of this growth, making the bus an inconvenient option. (Do you really think people will drive to the bus stop to take the bus?)

Charging for parking will not motivate these groups of people to walk, bike or bus. They simply will make fewer trips or spend less time downtown, which means a decrease in shopping, eating at restaurants and using downtown services.

On weekdays, when downtown has a lot of workers, it makes perfect sense to charge for parking, so workers don't take up the space of customers. On weekends, many offices and businesses are closed, so there isn't that crunch. It's also the time those who don't live or work downtown come to visit.

If you charge for parking on the weekends, you deter some people from coming downtown. And those who do drive downtown will have that parking meter clock in their heads. Do they

really want to chat with a farmer at the market or the staff at the pet shop when they are paying for that conversation time? The Farmers Market booths and the downtown businesses rely on these conversations and relationships to build a customer base and retain them. Without those relationships, and that service, people will simply go to chains or big-box stores where parking is free. Or they will just buy online. The relationships are what makes the difference.They are what small businesses rely on.

Downtown Vancouver is welcoming with its free parking, the successful market and many businesses to discover if you just stroll around. Charging for parking on the weekends doesn't say, "You should walk or ride." It says, "Come only if you have a specific need and leave right away." This is the message that has led many people to limit trips to the Vancouver Waterfront. Who wants to pay for parking just to get an ice cream? That makes little sense. If I'm going to pay to park on weekends, I might as well drive over the bridge and hit up my favorite neighborhoods in Portland.

Support your small businesses, support their customers and abandon this idea to charge for weekend parking. If you do institute it, you will have plenty of parking available, but it won't be because people walked or biked or rode the bus or carpooled. It will be because many of them stopped visiting.

Thank you for reading this.

Debbie Townsend
[redacted]
Vancouver, WA 98686

From: the Civilized Wolf Pet Supply and Grooming
To: City Council
Subject: Amendment to Vancouver Municipal Parking Code related Downtown Access Mobility
Date: Saturday, May 17, 2025 12:03:42 PM

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CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor McEnerny-Ogle and City Council Members,

Unfortunately, I cannot attend the city council meeting on Monday evening as I'll be at a convention in Tacoma, but I wanted to voice my concern about the Amendment to Vancouver Municipal Parking Code related Downtown Access Mobility that goes into effect on June 1st.

I do firmly believe this will negatively affect the small businesses, including my own, by minimizing visitors to the downtown district on weekends.

There are quite a few reasons why I'm writing in.

First, what is the plan for expanding permit parking? Where our staff typically parks is now also Parking Kitty. I'm concerned our employees will have to drive around looking for a place to park if the paid parking is full.

Although I understand the need and the desire to make downtown more walkable, I think the people that already live downtown definitely walk and bike. For anyone coming from the north or eastside of town or even up from Portland walking home after a day of shopping isn't feasible. I think it will negatively impact the farmers market and our adjacent storefront.

With more foot traffic comes the need for more trashcans along walking routes otherwise there will likely be an increase in garbage left on the street. I've been trying to get a trashcan on our block for 2 years and am told there's no budget for trashcans. So what is the plan to minimize trash pedestrians may leave behind?

I was told that the money made from parking remains in the parking department. Can it be used for shuttles to get around or other programs that support the businesses here that rely on people coming in to shop?

Finally, I just feel that free weekend parking is a wonderful characteristic of a small-town vibe. I know Vancouver is growing, but is there not room to keep the downtown area a quaint place to destinate?

Thank you for your time and consideration of the many ways this Amendment to the Municipal Parking Code will negatively affect small businesses, employees, and the community.

Regards,

Melodi Ramquist
the Civilized Wolf
[redacted]
Vancouver WA 98660
[redacted]
[redacted]

From: City of Vancouver, WA
To: City Council
Subject: Submission: Contact City Council
Date: Friday, May 16, 2025 8:35:31 AM

Contact the City Council

Name

James Lanz

Email

[redacted]

Phone

[redacted]

Address

[redacted]
Vancouver 98683
United States
Map It

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

All the Council

Message

I'm very concerned about the proposed parking fee increases in downtown Vancouver. Especially concern is the elimination of free parking on the weekends. The negative impact on downtown & uptown businesses & events would be significant. Each benefits from having large numbers of potential customers who visit on weekends, particularly the impact
on Vancouver Farmers Market, Esther Short
Park events & First Fridays. I'm retired. I live in Cascade Park. I will be LESS LIKELY to visit downtown Vancouver on weekends if it costs money to park, especially since parking is free in East Vancouver.

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: 49th LD Dems Resolution in support of district elections
Date: Thursday, May 15, 2025 8:16:19 AM
Attachments: cid5650CF71-7369-4E1E-86DC-99D637799EC4.pdf

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
www.cityofvancouver.us

From: jldurfee <[redacted]>
Sent: Wednesday, May 14, 2025 10:11 AM
To: City Council <council@cityofvancouver.us>
Subject: 49th LD Dems Resolution in support of district elections

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor McEnerny-Ogle and Council members Hansen, Harless, Perez, Stober, Fox and Mayor Pro Tem Paulsen:

On May, 8, the 49th LD Democratic Committee adopted the following resolution in support of transitioning the city to electing our city council through district elections. We strongly encourage you to support this change in our representative elections.

Sincerely,
Jess Durfee, Chair
49th LD Democratic Committee adopted
[redacted]

Sent from my iPad

Resolution in support of district elections:

RESOLUTION TO CHANGE VANCOUVER CITY COUNCIL TO DISTRICTS

WHEREAS, the City of Vancouver currently elects its City Council members primarily through at-large voting, which may limit localized representation for various communities across the city; and
WHEREAS, a district-based council structure would provide more equitable and accountable representation by ensuring that each district has a designated council member directly elected by the residents of that district; and
WHEREAS, the population growth and increasing diversity of Vancouver underscore the need for more localized and responsive governance; and
WHEREAS, public input and feedback suggest a growing interest in district-based representation to promote civic engagement, inclusion, and fair access to local government; and
WHEREAS, similar reforms have been successfully adopted by other municipalities in Washington State and across the country to improve community representation and council accountability;
NOW, THEREFORE, BE IT RESOLVED THAT THE 49TH LD DEMOCRATS URGE THE CITY COUNCIL OF VANCOUVER, WASHINGTON, AS FOLLOWS:
1. Intent to Transition: The City Council declares its intent to restructure the council composition to include six (6) council districts, each represented by one council member elected by the voters of that district, and one Mayor voted at large.
2. Redistricting Commission: The Council will initiate the formation of an independent redistricting commission, composed of community members, to develop and propose equitable district boundaries based on population, geography, and community interest.
3. Public Engagement: The City shall facilitate an inclusive and transparent public process, including hearings and forums, to gather community input on district boundaries and the transition plan.
4. Charter Amendment: The Council will place a proposed amendment to the City Charter on the ballot at the next available general election, allowing voters to decide whether to adopt the six-district system.
5. Implementation Timeline: If approved by voters, the new district system shall be implemented in time for the next City Council election cycle following certification of the charter amendment.

–Resolution written by Steve Perkel

RECEIVED
MAY 19 2025
INFORMATION DESK
CITY OF VANCOUVER

May 19, 2025

Subject: **Amendment to Vancouver Municipal Parking Code related Downtown Access Mobility and Parking Plan** (Agenda Item #4, Support)

Vancouver City Council:

The Board of the Esther Short Neighborhood Association voted unanimously to submit this public comment on behalf of the neighborhood.

The Esther Short Neighborhood Association wishes to express a net positive support for the proposed parking plan changes. This decision was reached after a year of listening to a wide range of residents, business owners, employees, and other neighborhood stakeholders.

There's intense widespread dissatisfaction among residents and neighborhood stakeholders about the current parking situation. That dissatisfaction gets worse every year. Everyone seems to agree something has to be done about downtown parking However, there's no consensus on what to actually do to fix the parking problem. This means no proposal will gain widespread support. Conflicting needs are just too rampant.

The impossibility of finding a working consensus for any proposed change is why a comprehensive overhaul of the parking plan has been kicked down the road for more than a decade. It's just been easier to not deal with it.

But downtown is growing too rapidly right now for further delay. There's not going to be a perfect time to overhaul the parking plan, and there will always be compelling reasons to delay the change. So right now, by default, is the best time to implement reasonable changes to the parking plan.

And the proposed parking changes are reasonable; given the City's long-term goals, the practical constraints of urban parking, and best practices under the circumstances. **The proposed plan balances livability, sustainability, and access in a manner that has the best chance of ensuring a vibrant and livable neighborhood.** The proposed changes are consistent with the official Neighborhood Action Plan, adopted in 2006.

During the transition, there will be frustrations and growing pains. A few businesses and residential buildings will likely be disproportionately impacted. **The Esther Short Neighborhood strongly urges the City to remain open and responsive during the implementation phase to mitigate hardship caused by the proposed parking changes.**

Thank you for your consideration and continued commitment to our community.

Marcus E. L. Griffith
President
Esther Short Neighborhood Association

Alyssa Wheeler
Vice-President
Esther Short Neighborhood Association

The treatment project provides an immediate solution to the critical problem of access to mental health and foster care issues with the capability of eventually serving all regions of Texas. Having already been a regular consultant to senior level officials within Health and Human Services and related departments within the State of Texas (and others), I was able guide my team through the Request for Proposal (RFP) process and to navigate the intricacies of contracting and licensing for mental health hospitals. Being the past senior executive of clinics and advising the leadership of hospitals and clinics, especially in the mental health field, it is second nature to start, recruit nationwide, set operational standards, lead and expand in accordance with the level of demand. Intimate knowledge of state and federal guidelines and having witnessed the dire result of facilities that cut corners creates a passion for exceeding the baseline in every way possible especially in areas known to be vulnerable to liability.

The following bullet points will indicate long term capabilities:

- Invited as an authority presenter for solutions to Health and Human Services state and federal level with foster care placement.
- Over 10 years experience in the behavioral health sector Administration and Clinical.
- Constant and consistent communication, involvement, and participation within state and federal government Health and Human services and Department of Family and Protection Services agencies public and private meetings - hearings.
- Strong relationship within Texas Department of Family and Protective Services - CWOP Children without Placement | Foster Care.
- Sought out by various states for data and feedback to improve universal behavioral health systems.
- Well respected by Insurance companies for reasonable provider reimbursement requests.
- Priority to eliminate liability with board members and investors through a system of proper incident reporting - implementation.

I welcome an opportunity to chat by phone, conference or in person.

Best Regards,

Margie Barilla

945-249-2332
info@barillaconsulting.com
McKinney, Texas
www.barillaconsulting.com

MARGIE BARILLA

BARILLA CONSULTING

As a seasoned healthcare consultant, I have led and contributed to a variety of projects across multiple healthcare sectors by implementing and improving clinical systems. I specialize in behavioral health and sustaining licensing and accreditation within state and federal guidelines for mass expansion of operations.

HIGHLIGHT

Throughout my career in the healthcare industry, I have consistently delivered successful outcomes while prioritizing safety, service excellence, quality client care, and eliminating liability for my clients. My commitment to adherence and exceeding standards for licensing and accreditation within state and federal guidelines. My dedication and commitment to improve global healthcare, best practices have contributed to the success of set up, sustainability, and expansion - operations under my management.

EDUCATION

DeVry University
Bachelor of Science
Business Administration , Nursing

Harvard Extension School
Marketing management certificate,
Master Degree in Field of Management

CERTIFICATIONS

American Heart Association
National BLS Instructor

US Institute of Diplomacy and Human Rights
Human Rights Consultant

AFFILIATIONS

United Nations
Delegate to the United Nations CSW57 to end violence against women and young girls.

RAINN
Nations largest anti - sexual violence organization. Global speaker on Domestic Violence.

ABC 8 WFAA
Good Morning Texas - Contributor

Public Relations Society of America
Advocate for industry excellence and ethical conduct. Communication summit co -chiar.

Collin County Republican Party
Mental health advocate & congressional participation.

PROJECT INVOLVE

- **Purpose Healthcare**
  Texas, Oklahoma, Louisiana, Califronia
  Established 15 outpatient mental health hospitals for children ages 5 to 17. Overseen establishing locations, administration and clinical operations.

- **Aurora Behavioral Healthcare**
  California, Arizona, Nevada, Texas, Chicago, Massachusetts
  Participated in CMS federal accreditation process. Review and implementation of clinical systems to adhere and exceed licensing; prevention of closure of facilties.

- **Sundance Behavioral Healthcare System**
  Texas
  Opening of Dallas location and establishing the business development statewide team to ensure professional branding of organization and services rendered - state wide. Ensuring exceeding admissions / in take to reach daily admissions expectations.

- **TMS Behavioral System**
  National - Including Hawaii, Puerto Rico, and Guam
  Recruitment, training, and establishing sales territories. Traveled frequently for recruiting physicians, clinical staff, and business development representatives.

2023 HONORABLE ACCOMPLISHMENTS

- **Mindcare Today Healthcare + Fitness**
  National presenter mental health training in 57 events | 37 states
  Active shooter awareness in partnership with Texas DPS

- **Guam Behavioral Health System**
  Invitation to consult and and co lead to establish, set up, and sustain a 50 bed in patient and outpatient hospital on Guam to serve children ages five to 17. Terms of project is currently under review.

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- Intensive Outpatient Program

Cornerstone Treatment Center
10 S Hospital Drive
Fulton, Missouri 65251
E:info@ctreatmentcenter.com

Residential treatment programs are live-in healthcare facility that provide a structured environment with robust programming. A residential schedule for children ages 5 to 17 includes individualized clinical care, activities, and academics. While in residential treatment, clients live in a comfortable, upscale setting and are supervised by trained staff. The out-patient mental health hospital will serve all 114 counties. Staff members include psychiatrists, therapists, counselors, nurses, dietitians, and fitness trainers.

www.ctreatmentcenter.com

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- Individual Therapy
- Family Therapy
- Partial Hospitalization
- Intensive Outpatient Program

Haven Treatment Center
2805 E 19th Street
Vancouver, Washington 98661
E:info@haventreatmentcenter.com

Residential treatment programs are live-in healthcare facility that provide a structured environment with robust programming. A residential schedule for children ages 5 to 17 includes individualized clinical care, activities, and academics. While in residential treatment, clients live in a comfortable, upscale setting and are supervised by trained staff. The out-patient mental health hospital will serve all all counties across the state. Staff members include psychiatrists, therapists, counselors, nurses, dietitians, and fitness trainers.

www.HavenTreatmentCenter.com

STATE OF WASHINGTON
DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER
PO Box 47822 • Olympia, Washington 98504-7822
Tel: (360) 236-3100 • Fax: (360) 236-2253 • *711 Washington Relay Service*

July 10, 2023

Subject: Changes for Public Water Systems that add fluoride.

Dear Water System Owner,

During this past Legislative Session, House Bill 1251 was passed and signed by the Governor on April 20, 2023. This bill relates to changes to Revised Code of Washington (RCW 70A.125), requiring public water systems that either begin or discontinue fluoridation on a continuing basis to notify customers and the Department of Health, Office of Drinking Water at least 90 days prior to official vote or decision on the matter. Notification can be made either by radio, television, newspaper, mail, electronically, or by any combination of methods that most effectively notifies customers - see 1251-S.E HBR FBR 23 (wa.gov).

The decision to fluoridate drinking water is a community decision. In addition, water systems must receive written approval for fluoridation treatment facilities from the Department of Health. The Board of Health has prescribed the optimal fluoride concentration (0.7 milligrams per liter [mg/L]), the operating tolerance for fluoridation (0.5-0.9 mg/L), as well as requirements for fluoridation testing that must occur each business day and each month. Fluoride test results must be submitted to the Department each month.

The Department of Health supports community water fluoridation as a sound, population-based public health measure - see Support for fluoridation (wa.gov). These new notification requirements go into effect beginning July 23, 2023. Please refer to the DOH fluoride website for more information on new fluoridation requirements at Fluoridation of Drinking Water | Washington State Department of Health.

Sincerely,

Holly R. Myers
Director, Office of Drinking Water
Environmental Public Health
Washington State Department of Health

SATURDAY, April 16, 2005

Argus

On tap: Do you drink water from a filter or the faucet?

By Elizabeth Jardina
STAFF WRITER

IT'S not that Evelyn McNinch thinks there's anything wrong, exactly, with the water from the tap in her Burlingame home.

It's just that she prefers it from her Brita water filter pitcher.

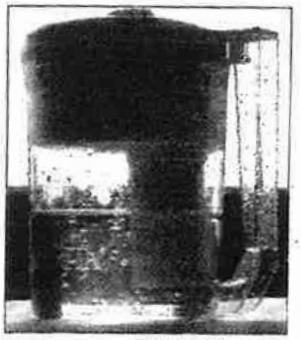
"The water tastes bad," says the seven-year devotee of the system. "It tastes kinda thick. From the filter, it tastes fresher."

One-third of Americans drink water filtered by in-home systems that range from $18 pitchers to thousands of dollars worth of whole-house filtration systems, according to a survey conducted by the Water Quality Association, an industry group. Another 23 percent of people use refrigerator systems. While the industry survey doesn't explicitly say so, common sense indicates that the number of filtration pitchers greatly exceeds the more elaborate systems.

Before any discussion of filters, though, we should emphasize that all Bay Area water meets national and state water quality standards.

Plus, residents of a large part of the Bay Area drink water that's altogether pretty great. Even representatives from water filtration companies speak admiringly of the Hetch Hetchy water distributed by the San Francisco Public Utilities Commission, which goes to San Francisco, San Mateo and parts of Alameda and Santa Clara counties, and the East Bay Municipal Utility District water,

Please see **FILTERS,** Living 3



JAY SOLMONSON — Staff

DRINK OF CHOICE: One-third of Americans drink water filtered by in-home systems.

Many options available for drinking water from a filter instead of a faucet

▶ **FILTERS,** from Living 1

which goes to Oakland, Berkeley, and parts of Alameda and Contra Costa counties.

"We know our water is very good, because it's got snow melt from the mountains where it originates, and it doesn't get any better than that," says EBMUD spokesman Charles Hardy. "We don't think you need a water filter."

Nonetheless, even his friends use various water filtration systems, and try to explain their charms to him.

"My friends say, 'Doesn't this taste good?' " Hardy says. "I say, 'You like it because it's cold!' "

He acknowledges that he's biased about the quality of tap water, but he says he suspects water filtration is more lifestyle-driven than necessary.

"People feel comfortable when they have their filter," he says. "They feel like it's pure. It's almost psychological."

Still, whether it's a matter of taste or worry about small amounts of the water treatment chemical chloramine, traces of harmful chemicals, dissolved minerals or metals in the water, many people do choose to filter their water.

Pitcher filters: By far the most ubiquitous water filter system is the refrigerator pitcher, commonly made by Oakland-based Brita or Pur. Ranging in price from $18 to $40, they're widely available at big-box stores such as Target or Wal-Mart and kitchen stores such as Bed Bath and Beyond. These use activated charcoal to filter out minute amounts of organic material and reduce any chlorine smell or tastes.

The more expensive "Ultimate" Pur pitchers, which retail for $25, also filter out microorganisms such as giardia and cryptosporidium. It should be noted that there is virtually no giardia or cryptosporidium in your tap water anyway, though, and if there were, they would probably only affect people with compromised immune systems.

The filters are an additional cost, about $5 per filter. They must be replaced every one to two months or they can become a site for bacterial and fungal growth. The fanciest pitchers have indicator lights telling you the condition of your filter.

Sink-mount filters: These filters screw onto the end of a kitchen faucet and provide two taps, a filtered one for drinking and an unfiltered one for washing dishes. Priced from $35 to $50, they are often certified to filter out more sediment, microorganisms, metals and chemicals from the water. This doesn't mean, however, that you necessarily need the extra filtration.

Replacement filter cartridges are more expensive than for pitchers — about $10 to $15 each — but also last two to three months. Brita, Pur and WaterPik are common brands.

Under-sink systems: A more serious commitment to water filtration comes in systems you actually install under your sink. Some are simply more elaborate charcoal filters, such as the $80 Pur model. Others, like the ones sold by Rayne Water in San Jose, use a reverse osmosis filter, which presses water through a semi-permeable membrane and removes all residue from water treatment chemicals such as chloramine or chlorine. These cost $800 to $900. You can also rent an under-sink reverse osmosis unit for $26 a month from Rayne Water. Culligan is another popular brand of under-sink filters.

Whole-house filtration and water-softeners: The Tri-Valley and Delta areas have "hard" water — high in calcium and magnesium. Hard water isn't bad for you — in fact, the dissolved calcium and magnesium are the same minerals that appear in many multivitamins — but it can cause white spots on cars, dishes and shower doors. Also, it prevents soap from lathering up.

Water softeners tend to be whole-house units, meaning that they condition the water from the point your pipes enter the house. All the water — that you shower with, flush the toilet with, do laundry with and cook with — is treated. They are usually cylindrical units about 4 feet tall and 6 to 8 inches in diameter that go behind your house. They replace the magnesium and calcium with potassium or sodium to eliminate the hardness problem.

A water-filtering company such as EcoWater Company can provide a water softener and filter combination that filters all the water that enters your house for $1,700 to $3,000, according to vice president for sales Rob Kinslow. They also offer a rent-to-own option so you can try out the equipment before you buy it.

A softener by itself can be rented for about $25 to $50 per month from a variety of sources, including EcoWater and Rayne Water. Find a vendor in the yellow pages under "Water softening & Conditioning."

Read, copy & share

We need help to continue our efforts.

ALERT

Presidential Executive Order 13834
Toilet to Tap - Required

Required Treatment of Municipal Sewer Water for Drinking

Reduce Water Consumption - Replace with Sewer Reuse

Smart "wireless" Water Meters to Monitor Reduction Goals and Remotely "turnoff" individual access to water at the meter - should usage exceed your allocation.

We are told we are running out of water - we are NOT.
We are told water is finite, a limited resource and that droughts reduce water availability - droughts do NOT reduce water availability.
We are told we are over pumping wells and that aquifers are depleted - when aquifers could be recharged with primary water and they are NOT. WHY?

Weather "control" technologies are reshaping reality and people are being indoctrinated into trusting and believing information that is NOT TRUE.
Water is a "renewable".

What we have are weather control deniers!
These deniers are very dangerous and leading us into a worldwide disruption by bringing in Sustainable Development Agendas!

Go to www.StopTheCrime.net

This starts in 2020 if we don't stop it. Califor, drinks toilet to tap water

California Approves Water Cremation

(https://www.addthis.com/bookmark.php?v=300) (https://www.addthis.com/bookmark.php?v=300)

(https://www.addthis.com/bookmark.php?v=300)

Monday, October 16, 2017

Governor Brown Signs AB 967 by Assemblymember Gloria, Gives Californians Environmentally-Friendly Alternat to Fire Cremation

SACRAMENTO, CA – After three previous attempts in the Legislature, water cremation rose from the dead during the 2017-2018 legislative session and was signed into law by California Governor Jerry Brown. AB 967, authored **California State Assemblymember Todd Gloria (https://a78.asmdc.org/article/biography)** (D-San Diego), permits the use of alkaline hydrolysis – also known as "water cremation" – for the disposal of human remains in California.

"AB 967 is about giving consumers more choices. The bill offers Californians an eco-friendly alternative t traditional fire cremation," said Assemblymember Todd Gloria. **"California joins 14 other states that allow thi technology to be used for the disposition of human remains. I want to thank Governor Brown for signing this legislation and giving Californians more choice."**

Alkaline hydrolysis uses heated water and earth metal salts to reduce a human body to its essential organic components and bone fragments. Similar to fire cremation, this process creates "ashes" which are able to be inurned and returned to the family.

Because it is a non-combustive process – meaning, mercury is not vaporized – and less carbon dioxide and greenhouse gases are released, water cremation is a more environmentally-friendly alternative to fire cremation. typical fire cremation process consumes 6,000 cubic feet of natural gas and releases approximately three grams mercury into the air.

Currently, alkaline hydrolysis is permitted for use in limited environments within California. UC Los Angeles operat an alkaline hydrolysis machine for medical programs and research. Water cremation is allowed in 14 states: Colorado, Florida, Georgia, Idaho, Illinois, Kansas, Maine, Maryland, Minnesota, Michigan, Nevada, Oregon, Vermont, and Wyoming.

AB 967 was sponsored by Qico, Inc. – a San Diego-based business that specializes in water cremation technolo *The full text of AB 967 can be found here (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB967).*

You tube

Answer Sweden Freeze Dries Dead Bodies, cracks them into small bits for plant food

CONTACT TODD (https://lcmspubcontact.lc.ca.gov/PublicLCMS/ContactPopup.php?district=AD78)

Copy and pass on.... Call or write emails to city councils, local state assembly, senators and Gov. Gavin Newsome. Write letters to the editor. Handout informative papers on AB967 October 2017 with websites. Speak at public meetings on TV. Call radio stations. Give to Union members. start a petition

SCHEDULING REQUEST FORM (/scheduling-request-form)

https://a78.asmdc.org/press-releases/california-approves-water-cremation

* Washington started Alkaline Hydrolysis May 1, 2020

Brighteon.com: "Biosluged" the movie

control for years have died within weeks of a stage IV cancer following vaccination.

Molecular biologists examined several vials of the COVID-19 "vaccine" and found thousands of fragments of foreign DNA — most likely from the cells used to grow the virus. This was reported at the time, and the study has been repeated, with new researchers finding the exact same thing: thousands of bits of foreign DNA in each vaccine vial.

They also found a promoter/enhancer gene for the SV40 cancer virus in each of the vials.

Research has demonstrated that DNA fragments from vaccines can be incorporated into a person's DNA and be transmitted to their offspring.

Even the mRNA producing the spike protein (the toxic part of the virus) has been shown to be incorporated into an injected person's DNA, thus producing the deadly spike protein, possibly for a lifetime. That would also enable it to be transmitted to the person's offspring.

'Studies have shown that by the third injection with a COVID vaccine, a person's immune system is virtually destroyed.'

In another comprehensive study based on 325 autopsy studies reported in the medical literature, Dr. James Lyons-Weiler (a friend of mine) along with nine other experts representing many scientific fields looked for a possible connection to the COVID vaccine as a cause of death. They found most of the deaths occurred within one week after getting the injection. The most common cause of death was cardiovascular (49 percent).

The other common causes of death included:

- Hematological (17 percent)
- Respiratory (11 percent)
- Multiple organ system failure (7 percent)

Some 73.9 percent of the deaths (240) were deemed to be secondary to the injection. Three or more organ systems were involved in 21 cases.

The average time between the injection and death was 14.3 days.

Why wasn't the "vaccine" pulled at that point as being too dangerous? In the past, a vaccine — especially if it was a new design — was withdrawn even after a few deaths were reported.

Why did the Centers for Disease Control and Prevention (CDC) do everything in its power to prevent any autopsies from being performed on the deceased? The pathologists were literally screaming to do them.

Autopsies are the best way to discern the various aspects of a new disease or infection.

The refusal to perform autopsies was not caused by a fear that the pathologists would get infected, as none were shown to be linked to autopsying these cases.

In my opinion, there where two reasons for the CDC's decision. First, with the actual infection, they didn't want proof that most of the deaths were caused by the CDC protocol all hospitals were told to follow — not the virus itself. Second, they didn't want anyone having proof that many died as a result of neglect by the hospitals.

With the vaccines the motivation was different. They didn't want proof that these "vaccines" were killing people, though that is exactly what the autopsies showed.

Now we have proof, and we have proof that the authorities and the mainstream media hid the truth about virtually every aspect of this sordid episode.

COQ10 Improves Heart Function

Coenzyme Q10 is a naturally occurring substance found in every cell in the body. Without it, we would all die. Objective studies of cardiac output, stroke volume, ejection fraction, and cardiac index showed improvement with CoQ10 treatment.

Most studies have focused on patients with mild to moderate congestive heart failure, but one found that giving 100 mg of CoQ10 a day to advanced heart failure patients improved symptoms in 82 percent of the patients.

Another finding was equally impressive: Two years after CoQ10 therapy, the survival rate was 62 percent — compared to 25 percent for patients receiving conventional medical treatment.

There is no question that using higher doses — such as 350 mg to 600 mg three times a day — would produce even better results. The best thing about CoQ10 is that there are no side effects; it is completely safe in any amount. ■

soaked in arsenic to protect the wood from insects. Unfortunately, the lumber is often still wet when the arsenic is applied, and workers handling it can become seriously contaminated.

Arsenic is a serious poison that can cause cancer. Safer lumber is soaked in boric acid (borate) instead of arsenic.

The same can be said for termite protection. If the soil making up the foundation is mixed with boric acid, it will kill the termites and protect the house.

Eating organically grown food has been shown to dramatically lower these pesticide residues in children. All vegetable and fruits should be thoroughly washed with a vegetable wash before consuming.

Curing H. Pylori With Natural Compounds

Infection with *Helicobacter pylori* bacteria, which is common around the world, is a common cause for both malignancy of the stomach and ulcers of the duodenum.

It is also considered to be the most common association with gastric lymphoma and adenocarcinoma of the stomach, a fatal disease.

In developing countries, it has been estimated that most children are infected with *H. pylori* by the age of 10. The rate varies in developed countries, but it has been estimated to affect 30 percent of the U.S. population.

The relationship between *H. pylori* and several diseases — including e cephalopathy and heart disease — remains controversi l. Some people feel that the strain of *H. pylori* is im ortant. Others think the age of infection is what matters.

Most people are infected before age 10, and carry the organism without any effects.

The infection has been shown to be associated with gastric and duoden l ulcers, as well as adenocarcinomas and lymphomas o he stomach. There is a weaker association with:

- Heart disease
- Atherosclerosis
- Diarrhea
- Encephalopathy

Inflammation caused by *H. pylori* accounts for most of its symptoms, especially cases of cancer.

Treatment by a gastroenterologist generally involves prescription of several antibiotics and repeated tests to see if the infection has been eliminated. It can be quite difficult to get rid of an *H. pylori* infection.

In addition to the major problems caused by *H. pylori*, the infection can also lead to iron-deficiency and anemia. That's because the bacteria cause a slow gastric bleeding and utilize iron from the diet and blood.

In addition, *H. pylori* bacteria are encased in a biofilm that protects it against many commonly prescribed antibiotics. Some flavonoids, such as nano-bacopa, work to destroy this biofilm.

Other plant extracts shown to be effective against *H. pylori* include:

- Baicalein
- Nano-Triphala (from One Planet Nutrition)
- Liposomal apigenin
- Nano-berberine
- Liposomal luteolin

Oregano oil also kills the organism and can be mixed with the other plant extracts. It is taken as two capsules with meals.

Meanwhile, nano-curcumin has been found to exercise a twofold effect on *H. pylori* infections, reducing the stomach inflammation caused by the infection, and directly inhibiting the bacteria.

In addition, butyrate promotes healing of the stomach and duodenum.

Update on the COVID 'Vaccines'

Studies have shown that by the third injection with a COVID vaccine, a person's immune system is virtually destroyed. This occurs because a factor called IgG4 is drastically increased by these injections, and IgG4 suppresses immunity.

This explains why so many people who have been "vaccinated" have suffered from multiple bouts with COVID-19 and other infections, including bacterial pneumonia.

It also explains, in part, the emergence of what are called "turbo" cancers — the appearance of fatal, stage IV cancers within weeks or even days of injection. Pathologists all over the world have stated that they've never seen cancers grow this fast (hence the turbo label).

In addition, people who have had their cancer under

The Blaylock Wellness Report
Living a Long, Healthy Life
Edited by Russell L. Blaylock, M.D.
November 2010 Vol. 7, No. 11

NOV. 2010

Key Points

- Is there a link between aluminum exposure and dementia?
- Probe the dangers of vaccines and aluminum
- How widespread is aluminum exposure? Are you at risk?
- Fight aluminum's toxicity through nutrients

PLUS

- Combat HPV through nutrition
- Army suicide rates on the rise — but why?
- Atherosclerosis — why traditional medicines fail

ASK DR. BLAYLOCK

- Exercising after breast cancer treatments; vegetarians — get the right kind of protein; the dangers of sucralose

Aluminum: Poison Hiding In Plain Sight

When most people think about environmental hazards — if they think about them at all — they generally consider them other peoples' problem. After all, if you don't live near a smokestack or a chemical plant, your environment is safe, right?

In years past, I too considered all the excitement about environmental hazards caused by modern industrialization nothing but a lot of political posturing. All that changed 15 years ago when I saw a new patient whose central nervous system had been severely damaged.

My patient was a farmer, a man of strong principles, with a deep sense of morality and a rock-solid commitment to his Christian beliefs. He had been splashed with a pesticide while preparing to dust his crops. After the incident he took a thorough shower to remove the pesticide from his skin. Despite his efforts, a short time later he became ill and was taken to a doctor.

He was treated with a drug that reverses the chemical process of the pesticide, and he should have had a full recovery — but he didn't. His condition continued to deteriorate:

- Over time, the nerves in his arms and legs deteriorated
- His speech was affected
- He lost much of his coordination
- He had difficulty putting thoughts together

At first I was skeptical. I explained to him how the pesticide worked in bugs, and that there was no logical reason why he should still have all these symptoms. He asked if I would be willing to read some scientific studies he had collected concerning neurological damage in humans caused by that particular pesticide. I agreed and he handed me a tall stack of papers.

It had been a long day, and by the time I got home, I wanted to put my feet up and relax. But, my curiosity piqued, I picked up the stack of papers and began to read through them. Soon I was busy highlighting sections and scribbling copious notes on my legal pad. I couldn't believe how little I knew about the neurotoxicology of pesticides.

After that experience, I came down off my high horse and started my quest to understand the subject of neurotoxicology. In the ensuing 15 years, I have come to appreciate that we are living in a sea of toxins.

Read: The Blaylock Wellness Report Sept. 2004 "Why Fluoride is Toxic" Jan 2008 "Is your Drinking Water fit to Drink?"

The Aluminum-Dementia Link

One of my main interests has become toxic metals in our environment, and how they produce a slow degeneration of our nervous system. One of those metals is aluminum, the third most common element on earth.

That aluminum is toxic to the brain has been known since 1911, yet it has been all but ignored until the last several decades. Until recently, scientists assumed that aluminum was poorly absorbed in the GI tract, and was therefore not a significant problem.

The reason aluminum even became an issue was that large amounts were being added to antacids.

Research shows that certain food components, such as citrate and malate (organic acids), can increase the absorption of aluminum as much as six times the normal rate.[1] This means that all citrus fruits, such as lemons, grapefruit, and oranges, dramatically increase the absorption of aluminum from the GI tract and increase its entry into the brain.

This is why I tell people not to put lemons in their tea — black tea (the type most people drink) has very high levels of aluminum, and the citrate from the lemon significantly increases absorption in the GI tract.

Aluminum absorption is much higher in people with Alzheimer's disease and Down syndrome.[2] Studies have found that injecting small doses of aluminum salts into the brain of animals can cause the neurons to degenerate and lead to some of the changes seen with Alzheimer's disease.[3]

It has been shown that adding aluminum to drinking water led to accumulations of the aluminum in the very same areas of the brain affected in Alzheimer's disease.

Eventually, someone put two and two together, and realized that aluminum was being added to drinking water systems in the United States.

The incidence of Alzheimer's dementia in areas with aluminum in public drinking water was compared to areas with aluminum-free water systems. And guess what? Many such studies found a significantly higher incidence of dementia in areas with public water systems with added aluminum.[4]

It was later pointed out that aluminum toxicity occurred in concentrations that were quite small, and that aluminum was accumulating in restricted areas of the brain, rather than the entire organ. Further studies using highly sensitive testing in these specific areas confirmed that people with Alzheimer's had significantly higher brain aluminum levels.

How Aluminum Affects the Brain

One way aluminum damages the brain is by dramatically increasing oxidative stress — that is, accumulation of free radicals and lipid peroxidation products in the brain. It is known that aluminum displaces iron from its normal carrier proteins, transferrin and ferritin. This causes free iron to accumulate in the blood and brain, leading to high levels of oxidative stress. It has also been shown that aluminum worsens the oxidative stress caused by copper in the brain.[5]

In addition, aluminum interferes with adenosine triphosphate-dependent enzymes (ATP-dependent) that carry out the critical function of energy transfer between brain cells. Aluminum interferes with a number of important enzymes and cell processes that [illegible]

You can read more about aluminum toxicity in the brain in my book Health and Nutritional Secrets That Can Save Your Life (www.blaylockwellnesscenter.com).

Aluminum in Tap Water

Still, the aluminum-dementia link seemed mainly academic until a particular incident.

During the 1980s, doctors in several hospitals noticed that some of their dialysis patients were developing unusual symptoms, including muscle spasms, hallucinations, and a rapid onset of dementia.[5] Several patients died before the mystery was solved.

Researchers later discovered that all of the affected patients had high levels of aluminum in their blood and brains.

The source for the aluminum was traced to the tap water being used for their dialysis. Aluminum is added to tap water at the treatment plant to remove particulate matter. But aluminum is removed from the body primarily by the kidneys, and since dialysis patients have no kidney function, the aluminum in their body was rising to toxic levels.

Since that incident, other cases of aluminum toxicity have appeared, with causes such as a long-term ingestion of aluminum-containing antacids in patients with poor kidney function and use of an aluminum composite plate in a brain operation. In each case, patients developed seizures, confusion, and dementia.

Examination of the brains of these aluminum-related casualties did not show the typical pathological findings of Alzheimer's disease, only widespread degeneration of selected areas of the brain. However, we must keep in mind that these were acute exposures — that is, they were exposed to high levels of aluminum over a short period of time.

Subsequent studies using prolonged exposure to lower doses of aluminum (mimicking what people are normally exposed to in society) did show changes similar to Alzheimer's disease, and some resembled another neurodegenerative condition: Lou Gehrig's disease (ALS).

Likewise, researchers have shown that even trace amounts of aluminum, equal to that found in a single glass of water, readily entered the brain of animals.

Aluminum and the Nervous System

My review of aluminum toxicity toward the nervous system indicates that one of the main toxic effects is immunoexcitotoxicity.

This involves triggering brain inflammation in combination with excitotoxicity. It has been shown that aluminum specifically targets the brain and causes it to become inflamed.[7] And, as I have shown in previous newsletters, Alzheimer's disease, Parkinson's disease, and ALS are considered to be inflammatory diseases and excitotoxic diseases.

One of the commonly found reactions to aluminum in the brain is the activation of the brain's immune cell — the microglia.

This has been found in all cases of dialysis dementia and other reported cases of aluminum toxicity.

Using mice, researchers at the University of Georgia found that animals given aluminum-containing drinking water secreted higher levels of the inflammatory cytokine TNF-alpha than did those drinking aluminum-free water.[8] TNF-alpha is primarily secreted by the microglia. What this means is that when you drink your aluminum-containing tap water, your brain secretes higher levels of inflammatory chemicals and this puts you at a greater risk of Alzheimer's disease. It also puts your children at risk of abnormal brain development, learning and behavioral problems.

Aluminum also interferes with mitochondrial energy production and brain cells are extremely dependent on a constant supply of energy. Anything that reduces the brain's supply of energy greatly magnifies its sensitivity to excitotoxicity.

Another way aluminum enhances excitotoxicity is by combining with glutamate, the excitotoxic amino acid.

Glutamate is found in a great many foods, either

About Dr. Blaylock

Dr. Russell Blaylock edits Newsmax.com's **Blaylock Wellness Report.** He is a nationally recognized board-certified neurosurgeon, health practitioner, author, and lecturer.

He attended the Louisiana State University School of Medicine in New Orleans and completed his internship and neurosurgical residency at the Medical University of South Carolina in Charleston, S.C.

For the past 26 years, he has practiced neurosurgery in addition to having a nutritional practice.

He recently retired from his neurosurgical duties to devote his full attention to nutritional studies and research. Dr. Blaylock has authored three books on nutrition and wellness, including "Excitotoxins: The Taste That Kills," "Health and Nutrition Secrets That Can Save Your Life," and his most recent work, "Natural Strategies for The Cancer Patient." An in-demand guest for radio and television programs, he lectures extensively to both lay and professional medical audiences on a variety of nutrition-related subjects.

Also, Dr. Blaylock has been appointed to serve on the Scientific Advisory Board of the Life Extension Foundation. He is the 2004 recipient of the Integrity in Science Award granted by the Weston A. Price Foundation.

Dr. Blaylock serves on the editorial staff of the Journal of the American Nutraceutical Association and on the editorial staff of the Journal of American Physicians and Surgeons, official publication of the Association of American Physicians and Surgeons.

He previously served as clinical assistant professor of neurosurgery at the University of Mississippi Medical Center in Jackson, Miss., and is currently a visiting professor of biology at the Belhaven College, also in Jackson.

as an additive or naturally occurring.

The aluminum binds with the glutamate, forming an aluminum-L-glutamate complex that is highly absorbed by both the GI tract and the brain. Interestingly, a new study found that magnesium aspartate decreased the aluminum concentration in the brain cortex of rats.[9]

In another study, researchers fed rats either aluminum glutamate complex, aluminum chloride, or glutamate alone and found that the aluminum-glutamate complex significantly increased brain aluminum levels over just feeding aluminum chloride alone and that it reached high levels in important areas of the brain:

- The hippocampus
- Occipito-parietal cortex
- Cerebellum[10]

The aluminum-glutamate complex appeared to make the blood-brain barrier more permeable to aluminum.

From these studies it appears that aluminum, either as a salt or combined with glutamate or citrate, triggers brain inflammation and excitotoxicity (immunoexcitotoxicity) and this leads to a slow degeneration of specific areas of the brain and spinal cord that may take decades to fully manifest.

Vaccines and Aluminum

During the debates over the cause of autism, much of the early attention focused on the mercury additive thimerosal. Mercury is a powerful neurotoxin, as has been well demonstrated in scientific literature.

Yet somehow the medical establishment ignored 100 years of studies clearly demonstrating the toxicity of mercury. Then sympathetic scientists flooded the medical literature with "studies" that found no harm at all from mercury/thimerosol. Then — amazingly — these same "scientists" actually wrote articles that implied mercury improved IQ.

Of course, everyone who knew better preferred to hide in the shadows rather than point out the glaring flaws in these studies. Vaccination had joined the ranks of political correctness.

What remained in the shadows during all this fuss over vaccination was the obvious toxicity of aluminum.

Compelling research had previously demonstrated that aluminum was an accumulative neurotoxin, even in small concentrations. It had also been demonstrated that aluminum had a tendency to concentrate in the hippocampus, an area of the brain vital to critical functions including:

- Learning
- Memory
- Emotions

There were two other areas of the nervous system that were known to be very sensitive to aluminum toxicity and to concentrate aluminum — the midbrain and the motor neurons of the motor cortex and spinal cord.

Brain Development Implications

It was, of course, no coincidence that aluminum was concentrating in areas of the brain associated with early childhood neurodevelopment, as well as in areas associated with adult neurodegenerative diseases — Alzheimer's, Parkinson's, and ALS. As we shall see, it also concentrates in the myelin covering of neural pathways, linking it to another degenerative disease — multiple sclerosis.

Aluminum has been added to vaccines for almost 90 years; its purpose is to stimulate the immune system to react against the organism in the vaccine. When injected into the muscles, the aluminum forms a complex with invading organisms (such as the influenza virus).

This complex then attracts the body's immune cells, which react to the aluminum-influenza complex by generating antibodies. At the same time, the body makes a genetic record of the invading organism for future reference.

Or at least that is how it is supposed to work.

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drblaylock.newsmax.com

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Vaccinations Weaken the Immune System

In fact, the operation of the immune system is still largely a mystery. Yet, there is growing evidence that our current vaccination policy is, ironically, weakening our immune systems. In fact, recurring natural exposure to childhood viruses not only keeps our immune systems resistant to infections, it also provides resistance to cancer.

Two friends of mine have written a paper on the neurotoxic effects of aluminum adjuvants in vaccines. In this eye-opening study, they analyze data on the prevalence of autism spectrum disorders recorded from 1991 to 2008, and correlate it with the total aluminum dose from all vaccines mandated by the CDC for children up to age 6. They did the same for the United Kingdom, Australia, Canada, Sweden, Finland, and Iceland.

It is known that injected aluminum adjuvants remain at the site of the injection for years, and that aluminum is slowly released into the bloodstream and enters other organs, including the brain. Hundreds of cases of a new disorder called macrophagic myofasciitis, which affects specialized immune cells (macrophages), have been linked to the aluminum in the muscle tissue. It has also been associated with progressive brain degeneration in children vaccinated with the tetanus and hepatitis B vaccines.

The FDA has set the safe dosage limit for aluminum at 5 mcg/kg body weight per day. Below are the aluminum contents of commonly administered vaccines:

- DTaP (diphtheria, tetanus, and pertussis) — 625 mcg
- Hepatitis B — 375 mcg
- Hepatitis A — 250 mcg
- Hib (haemophilus influenza type B) — 225 mcg
- PVC (pneumococcoal conjugate vaccine) — 125 mcg

The paper's authors found that the highest aluminum burden was given to two-month-old babies: 270 mcg/kg per day. That almost 50 times higher than the official FDA safety limit.

If we gave adults an equal dose of aluminum, based on body weight, they would have to get 15 to 38 vaccines in one day.

Children from the United States, the U.K., and Canada received significantly higher aluminum

How Widespread Is Aluminum Exposure?

Thousands of products are made from aluminum, from the engine in your car to packaging for foods. If you check the ingredients on medications, you will see that most contain an aluminum additive.

Until recently, the main food source containing aluminum was baking powder. Biscuits, pancakes, and most baked goods have added aluminum. You can buy aluminum-free baking powder, but that version is rarely used by food processors. Salt used to contain added aluminum to prevent caking, but it has been removed from most brands. Sea salt, however, still contains aluminum.

Some natural products, such as black tea, also have very high aluminum levels. The tea plant selectively extracts the aluminum from the soil and concentrates it in the leaves. (Green tea has far less aluminum, and white tea has very little.)

The No. 1 food source for aluminum is soy products. Soybeans naturally have very high aluminum levels along with high glutamate levels. Americans have been convinced by a clever marketing campaign to consume massive amounts of soy, including the most commonly used formula for babies.

If this is not bad enough, soy also has very high manganese levels and fluoride levels, both known neurotoxins. So soy foods and drinks have quite a neurotoxic mixture: aluminum, glutamate, fluoride and manganese.

Even the American Academy of Pediatrics expressed concern about the neurotoxic level of some of the metals in soy baby formulae. Studies that looked at aluminum absorption in babies exposed to aluminum found that infants absorb a considerable amount of aluminum from ingested products.[1]

A great number of processed foods, medications, and drinks are loaded with aluminum. And because aluminum is added to drinking water, our plant foods are accumulating (bio-accumulating) the aluminum, so that over time the levels will continue to rise, just as we have seen with fluoride.

It is important to check all labels on foods and medications, and if you see aluminum, don't buy it.

Combat Aluminum's Toxicity

Now that you know about the dangers of aluminum, how can you fight its toxic effects? With these natural substances that can reduce inflammation and remove harmful metals from the body.

Bee Propolis. Several studies have shown that bee propolis (a flavonoid-rich, resinous substance that bees collect from tree buds) can counteract the damaging effects of aluminum. Rats given aluminum plus propolis or propolis alone demonstrated an elevation in antioxidant enzymes and a return to normal blood lipid profiles.[11] Propolis has also been found to have powerful anti-inflammatory properties.[12]

Ascorbic Acid. In another study, male New Zealand rabbits were given aluminum chloride and varying doses of ascorbic acid (vitamin C). Researchers found that vitamin C significantly reduced the level of [illegible] aluminum and returned total lipid and cholesterol levels to normal.[13]

Chelators. A chelator is a substance used to remove excess metal from the body. The traditional pharmaceutical treatment for aluminum overload is desferrioxamine, a chelator that is administered either intramuscularly or via IV. Unfortunately, this can cause painful swelling at the site of the injection and has a number of serious side effects. A newer agent, called Feralex-G, appears to be superior and can be taken orally. Recent studies have shown that, unlike most other aluminum chelators, Feralex-G can remove aluminum that has bound to the cell nucleus. (Aluminum rightly binds to the nucleic acid of DNA; this causes much of its toxicity.) Combining vitamin C with Feralex-G significantly improves removal of aluminum from the cell nucleus, a process called shuttle chelation.[14]

burdens from their vaccines than children from Scandinavian countries.

This study found a strong correlation between the highest aluminum body content and the risk of developing autism. The U.K. has the most aggressive vaccine program and the highest incidence of autism in the world at 1 in every 64 births. The rate in the U.S. is 1 in every 91 births. Unlike other countries that spread out the early vaccines, in the U.K. they are given at birth, and at 1, 2, 3, and 4 months of age — an incredibly obtuse policy.

The Impact on Infants

Previous studies have shown that as little as 4-5 mcg/kg of aluminum given to preterm infants can cause neurodevelopmental problems.

A study by Carolyn Gallagher and Melody Goodman of the Stony Brook University Medical Center found that boys given the triple series of HepB vaccine from birth were significantly more likely to be [illegible] disabilities by age 9.

A follow-up study of boys age 3 to 17 who were vaccinated in their first month had a threefold higher risk of developing autism than did unvaccinated boys. This has been ignored by the vaccine proponents and the media.

When challenged by this data, Dr. Paul Offit, a vocal vaccine proponent, defended the policy by saying that infant formulas often contain similar amounts of aluminum. But studies show that only 0.25 percent of the aluminum from infant formula is absorbed in the blood, whereas 100 percent of the aluminum injected by vaccination enters the bloodstream.

More than 1 million children have been diagnosed with autism, with 24,000 new cases being diagnosed each year. The largest increase in autism diagnoses occurred in 1992: a 189 percent jump.

Why the dramatic increase in cases in 1992? It turns out that six new vaccine doses were added to the

A note from Dr. Blaylock: Advertisements for various supplements may appear in the newsletter or attached to the newsletter. I have nothing to do with these advertisements and do not endorse them. The only supplements I endorse are those that I list in the newsletter. This is not to say that I object to the supplements; it's just that I am not familiar with the supplements being advertised.

Please note that this advice is generic and not specific to any individual. You should consult with your doctor before undertaking any medical or nutritional course of action.

vaccine schedule from 1981 to 1992, all given during the first two years of life, a period when the brain is undergoing tremendous development.

The correlation between the aluminum burden from the vaccines and the incidence of autism is strong. What's more, researchers have found the same correlations in the other eight countries examined. Keep this in mind when it comes time for your children and grandchildren to be vaccinated.

Current Trends Can't Be Sustained

For those of you who say, "Well that is upsetting, but it doesn't really affect me," here is some bad news: Adults are now being encouraged to submit to a number of aluminum-containing vaccines — every year. And the effect on the adult brain can be just as devastating for a number of reasons.

First, the aging process actually reduces your brain's defense mechanisms — it can't tolerate aluminum toxicity as well as a young brain. Recall that aluminum selectively induces brain inflammation. As we age, our brain becomes progressively more inflamed, and aluminum accelerates and magnifies that inflammation.

There is also powerful evidence that aluminum worsens the effects of other toxins, such as pesticides, herbicides, mercury, cadmium, fluoride, lead, and glutamate. In essence, accumulating aluminum is making your brain age must faster.

Because aluminum accumulates in the parts of the brain associated with Alzheimer's, risk of early development rises substantially with exposure to aluminum.

All neurodegenerative diseases are associated with microglial activation — that is, intense immune activation within the brain. Aluminum activates microglia, and because it accumulates within the microglia, it acts as a continuous source of activation lasting for decades.

Aluminum also accumulates in the motor neurons; this is strongly correlated with ALS.

When I was training as a neurosurgeon, ALS was a very rare disease. Since then, incidence has increased dramatically. ALS is also characterized by intense inflammation in the nervous system.

You may recall that servicemen getting the anthrax vaccine were found to have a twofold higher risk of developing ALS. The anthrax vaccine, a four-dose injection, contains a total dosage of 2.4 mg of

Hungary's Toxic Spill Highlights Chemical Impact on Health

It's the stuff of headlines and horror — in October a massive reservoir, maintained by the Hungarian Aluminum Production and Trade Company, unleashed a torrent of toxic sludge that flooded unsuspecting Hungarian towns and threatened the Danube River.

Several people have already been killed, and the 35.3 million cubic feet of red sludge has caused billions of dollars in damage. A six-foot high wall of the slurry was seen flowing through streets in nearby Kolontar. Company spokesmen have stated that the spill contains a mixture of iron oxide, aluminum, silicon dioxide, calcium oxide, and titanium dioxide.

Of those ingredients, the most toxic are iron oxide and aluminum. Iron oxide is a powerful carcinogen that promotes cancer growth, invasion, and metastasis. It is associated with degeneration of the brain and peripheral nerves, and can worsen a number of pre-existing diseases, such as pulmonary disorders, kidney disease, and heart failure. There is also evidence that iron oxide can worsen atherosclerosis — hardening of the arteries — which is a major cause of both heart attacks and strokes.

As this newsletter points out, aluminum is also a powerful toxin and can have long-term effects. Ironically, one of the effects of aluminum is release of blood iron from its protective carrier transferrin. This greatly increases the toxicity of the iron.

Another worry is just how much of the aluminum was nanoparticulate aluminum — that is, aluminum that is specifically made to be of such a small size that it can easily penetrate the skin, lungs, and GI tract, entering deep into the cells. Recent studies have shown that nanoparticulate aluminum is infinitely more toxic than natural aluminum.

Nanosizing of products has become all the rage in industry — but it is a double-edged sword. While it can greatly improve the absorption and distribution of medications and even natural nutrients in the body, it can also increase the concentration and toxicity of toxic metals and chemicals beyond anyone's imagination.

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WEDNESDAY, APRIL 26, 2006

One-quarter of FDA advisers have industry financial ties

But study finds amounts are small, didn't affect voting

By Ricardo Alonso-Zaldivar
LOS ANGELES TIMES

WASHINGTON — More than a quarter of the scientific committee members who advise the Food and Drug Administration on critical decisions affecting such products as cancer drugs and breast implants have financial ties to industry, a study published Tuesday found.

But the analysis in the Journal of the American Medical Association also found that even if the scientists and physicians with financial ties to industry had recused themselves from voting, none of the final results in 221 reviewed meetings would have changed.

Conducted by leading FDA critics, the study was hailed by supporters of the agency as proof that conflict-of-interest policies, strengthened in 2002 to require broader disclosure of industry interests, are working.

Still, Dr. Peter Lurie, the study's lead author and the deputy director of Public Citizen's Health Research Group, a consumer group, said the findings show that the FDA should further tighten its rules. For example, although 28 percent of committee members disclosed financial conflicts, only 1 percent recused themselves from voting on related issues, a trend Lurie called unacceptable.

"I don't think it's acceptable to say we're willing to take any amount of conflict up to the point at which the overall outcome changes," he said. "Certainly we would never accept anything like that in a jury."

An advisory committee vote can seal the fate of billions of dollars in potential revenues for drug companies, since the FDA generally follows a panel's recommendations. Committee members are often physicians from top universities and teaching hospitals — institutions that are also among the leading recipients of industry research funds.

FDA rules automatically preclude advisers from a meeting if they have investments exceeding $100,000 in a company that is likely to be affected by the result, or if their investments in such a company exceed 15 percent of their net worth. Those with lesser degrees of conflict may participate but must file a disclosure form, and any such conflicts are usually noted in an FDA statement.

Most of the financial ties noted in the study were not particularly large, the study found. Eighty percent of the committee members' consulting agreements were for $10,000 or less, 77 percent of research grants were for $100,000 or less, 70 percent of investments were $25,000 and under, and 56 percent of speaker fees totaled $10,000 or less.

Economist John Calfee of the American Enterprise Institute, a business-oriented think tank in Washington, said that the study — while perhaps not the intent of its authors — showed that most leading doctors tend to put their professional reputations ahead of financial interests.

"It is very useful to find out that conflicts of interest in advisory committee meetings are apparently not very important," said Calfee, who occasionally works as a consultant to industry. "It's always hard to find unconflicted, top-rate scholars. Academics become prominent by doing research. And manufacturers need consultants. So, they tend to go after the best researchers."

> "It is very useful to find out that conflicts of interest in advisory committee meetings are apparently not very important. It's always hard to find unconflicted, top-rate scholars."
>
> JOHN CALFEE, *American Enterprise Institute*

The FDA had no comment on the study's findings but issued a statement reaffirming that its conflict-of-interest policy was working.

In contrast, it is significant to note that today, as a coercive preservation policy is imposed in Gettysburg, the community has seen the near destruction of its once vital downtown where private businesses are being forced out. Many parts of downtown now are void of significant businesses like clothing shops or hardware stores. Most businesses in the downtown area today are restaurants and tee-shirt shops designed for the tourist industry. That's not the way for a town to build a solid economic future.

Every step of land had something from the past occur on it. But let us remember, those who fought on these fields of "hallowed ground" did so to protect our liberty, including ownership of private property. One must ask how they would react to huge government restrictions over the land now, simply because they fought there. One can envision them again taking up arms to free it from government clutches.

It's interesting to note that the recent protests demanding to remove historic statues have not been opposed by a single Heritage Area management entity. So much for actually defending our American Heritage.

The forces of Sustainable Development have no intention of honoring true American heritage. The rational for preservation legislation is simply another excuse to hide the real goal – reorganizing human society for complete control. The American heritage of individual liberty, free enterprise, and private property isn't even in the equation.

CHAPTER SEVENTEEN

HOW THE UNITED NATIONS TARGETED YOUR MAYOR IN THE CITIES

San Francisco is the birthplace of the United Nations. On June, 5th, 2005, it was also the location for a major effort by the UN to circumvent national and state governments in order to reorganize human society. Coincidentally, the date was also World Environment Day. This time the UN was targeting mayors from all over the world to enlist them to be soldiers in the Sustainable war.

Like a scene from Michael Crichton's landmark novel *State of Fear*, all of the usual suspects, our self-appointed saviors, were there. There were UN bureaucrats seeking to increase their power and influence, NGOs with their private agendas, Hollywood celebrities acting like authorities on how Americans should rightly live, leaders of corporations seeking to help devise global regulations to kill their competition, and representatives from national and local news outlets that long ago had lost any pretense of delivering unbiased news.

They were all there. UN Secretary General Kofi Annan, along with the host committee, including San Francisco Mayor Willie Brown and Senator Diane Feinstein. Helping to host were the federal Environmental Protection Agency (EPA), and Jonathan Lash of the World Resources Institute. Walking among the crowd were actors Robert Redford and Martin Sheen. As everyone fawned over them, singer Judy Collins could be heard inspiring the gathering with her emotional lyrics. Of course to be expected were representatives from ICLEI. They had recently teamed with Robert Redford and the Mayor of Salt Lake City, Utah to form an

environmental congress called the Sundance Summit. Also in attendance were the leaders of the Natural Resources Defense Council (NRDC), the anti-human, rent-a-riot, scaremonger NGO that has worked so diligently to frighten Americans about everything in our society -- from the food we eat, to the chemicals we use and the water we drink. Corporate sponsors included Federal Express, Toyota Prius and Mitsubishi International Corporation Foundation, all dedicated to capitalizing on Sustainable Development practices. They were all ready to do their dance and perform their magic tricks to influence your mayor to join their game.

As the cheerleading and drum circles faded, the gathering got down to the serious business. As part of their participation in the conference, the mayors were pressed to commit their communities to specific legislative and policy goals by signing a slate of United Nations accords. Two documents were presented for the mayors' signatures.

The first document was called the "Green Cities Declaration," a statement of principles which set the agenda for the mayors' assigned tasks. It said, in part, "*Believing as Mayors of cities around the globe, we have a unique opportunity to provide leadership to develop truly sustainable urban centers based on culturally and economically appropriate local actions.*" The Declaration was amazingly bold in that it detailed exactly how the UN intends to implement a very specific agenda in every town and city in the nation. The document included lots of rhetoric about the need to curtail greenhouse gases and preserve resources. But the final line of the Green Cities Declaration was the point of the whole affair: "*Signatory cities shall work to implement the following Urban Environment Accords. Each year cities shall pick three actions to adopt as policies or laws.*"

The raw meat of the agenda was outlined in detail in the second document, called the "Urban Environment Accords." The Accords included exactly 21 specific actions (as in Agenda 21) for the mayors to take, controlled by a timetable for implementation.

Here's a quick look at a few of the 21 agenda actions called for. Under the topic of energy, action item number one called for mayors to implement a policy to increase the use of "renewable" energy by 10% within seven years. Renewable energy includes solar and wind power.

Not stated in the UN documents is the fact that in order to meet the goal, a community would have to reserve thousands of acres of land to set up expensive solar panels and even more land for wind turbines. Consider that it takes a current 50 megawatt gas-fired generating plant about two to five acres of land to produce its power, yet the same amount of power through the use of solar panels would require at least 1,000 acres. Using windmills to generate 50 megawatts would require over 4,000 acres of land, while creating a deafening roar and chopping up birds. The cost of such "alternative" energy to the community would be vastly prohibitive, yet such unworkable ideas became the environmentally-correct order of the day that the mayors were being urged to follow.

Perhaps the most egregious action offered in the Urban Environmental Accords dealt with the topic of water. Action item number twenty called for adoption and implementation of a policy to reduce individual water consumption by 10% by 2020. Interestingly, the document begins by stating: "*Cities with potable water consumption greater than 100 liters per capita per day will adopt and implement policies to reduce consumption by 10 percent by 2015.*"

There is no basis for the 100 liter figure other than employing a very clever use of numbers to lower the bar and control the debate. One must be aware that 100 liters equals about 26 gallons per person, per day. According to the UN, each person should only have 10% less than 26 gallons each day to drink, bathe, flush toilets, wash clothes, water lawns, wash dishes, cook, and more.

However, according to the U.S. Geological Survey, Americans need about 100 GALLONS per day to perform these basic functions. Consider also that there is no specific water shortage in the United States. According to the U.S. Environmental Protection Agency, annual water withdrawal across the nation is about 407 billion gallons, while consumption (including evaporation and plant use, is about 94 billion gallons. Such restrictions, as outlined in the Urban Environment Accords, are really nothing more than a dishonest campaign by the UN to control water consumption. That's why in San Francisco the nation's mayors were being pushed to impose policies to take away our free use of water. Control the water, control the people.

The rest of the Accords dealt with a variety of subjects including waste reduction, recycling, transportation, health, and nature. Perhaps the most outrageous promise of action was Action number sixteen in which the mayors were supposed to agree to: "***Every year identify three products, chemicals, or compounds that are used within your city that represents the greatest risk to human health and adopt a law to eliminate their sale and use in the city.***"

There you have it. Every year, our nations mayors are to promise to ban something! What if there isn't a "chemical or compound" that poses a risk? Gotta ban something anyway!

That's not an idle threat. In the 1990s Anchorage, Alaska had some of the most pristine water in the nation. It had no pollution. Yet the federal government ordered the city to meet strict federal clean water standards that required it to remove a certain percentage of pollution from its water. It's pretty hard to comply with such regulations when the situation simply doesn't exist. But government never was built around logic. Regulations must be obeyed. In order to meet those requirements, Anchorage was forced to dump fish parts into its pristine water so that it could then clean out the required quotas of "pollution." Your city's mayor may have to ban the ink in your fountain pen to meet his quota -- and ban it he will!

What was to be each mayor's reward for destroying private property rights, increasing energy costs on less consumption, and banning something useful every year? He would get green stars! That's right. According to UN documents, if your mayor could successfully complete 8 to 11 of the prescribed 21 actions, the town would get a green star and the designation, "Local Sustainable City." Twelve to 17 actions completed would garner two green stars and the designation, "National Sustainable City." Fifteen to 18 actions completed would bring in three green stars and the title, "Regional Sustainable City." Finally, the energizer bunny mayor who completed 19 to 21 actions completed would get a full four green stars and the ultimate designation of, "Global Sustainable City." Certainly he or she would also get a plaque and get to sit at the head table at the next UN Sustainable Development conference.

Sustainable Development is truly stunning in its all encompassing reach to transform the world into feudal-like governance by making nature the central organizing principle for our economy and society. It is a scheme fueled by unsound science and discredited economics that can only lead modern society down the road to a new Dark Ages of human misery. It is a policy of banning goods and regulating and controlling human action. It is systematically implemented through the creation of non-elected visioning boards and planning commissions. There is no place in the Sustainable world for individual thought, private property or free enterprise. It is the exact opposite of the free society envisioned by this nation's founders.

They are the ones that our founders intended to have the most influence over our daily lives. If the UN succeeds in its efforts to enforce Sustainable Development policy through our mayors, the process will accelerate at an astounding rate and the willingly duped mayors will shockingly realize too late that locally-controlled government will cease to exist. But signs, adorned with green stars, will certainly greet us at every city limit line as the inhabitants, stripped of their property rights, buried under huge tax burdens, and struggling under reduced energy flow, shuffle on as their proud mayor gleams in the global limelight under the banner "think globally and act locally."

Again, the UN's meeting with the mayors took place in 2005. How have local governments responded? Following are a series of reports on the enforcement of Sustainable Development in cities across the nation.

The Cost of Freeing Drinking Water from 'Forever Chemicals'

The EPA is set to limit PFAS in drinking water to barely detectable levels. Can water utilities meet the standard?

Top: Brian Tarbuck, general manager of the Greater Augusta Utility District, at a test site for PFAS treatment in Augusta, Maine this January. Visual: Michael G. Seamans for Undark

BY CHARLES SCHMIDT (HTTPS://UNDARK.C SCHMIDT/)

01.15.2024

SITUATED IN A former sand and gravel pit just a few hundred feet from the Kennebec River in central Maine, the Riverside Station pumps half a million gallons of fresh groundwater every day. The well station processes water from two of five wells on either side of the river operated by the Greater Augusta Utility District, or GAUD, which supplies drinking water to nearly 6,000 local households. Most of them reside in Maine's state capital, Augusta, just a few miles to the south. Ordinarily, GAUD prides itself on the quality of its water supply. "You could drink it out of the ground and be perfectly safe," said Brian Tarbuck, GAUD's general manager.

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TAINTED DRUGS: ARE OUR PRESCRIPTIONS SAFE?

Several high-profile drug recalls have rattled consumer confidence. Here's what you need to know

Susan Haskell Maxson had just purchased a three-month refill of the blood-pressure-lowering drug valsartan in the summer of 2018 when she got a scary warning letter. The U.S. Food and Drug Administration was recalling the generic medication due to contamination with N-nitrosodimethylamine (NDMA), a chemical that may pose a cancer risk.

After her doctor switched her meds, says Maxson, 73, of Laguna Woods, California, "it took two months to stabilize my blood pressure. Now I've developed breathing problems and lung nodules. No one knows if valsartan was involved. I even called the FDA about it. I never used to think about the safety of medications before. Now I do."

Tainted blood pressure and heart failure drugs have been in the headlines in recent months. More than a thousand lots of these generic ARBs (angiotensin II receptor blockers) from roughly two dozen drugmakers were recalled between July 2018 and mid-October 2019 after unsafe levels of NDMA—as well as another probable carcinogen and a third potential carcinogen—were discovered in FDA tests. In June 2019, an independent testing lab warned of another impurity in valsartan: the probable human carcinogen dimethylformamide (DMF). To treat high blood pressure and congestive heart failure, and to help prevent strokes, doctors wrote more than 79 million prescriptions for ARBs in 2016, according to government statistics.

Meanwhile, prescription and over-the-counter (OTC) versions of Zantac® and generic ranitidine, digestive medicines known as H2 blockers, have been recalled by some drugmakers and pulled from drugstore shelves after tests found low levels of NDMA in many of these products. In late October, five more makers of ranitidine announced voluntary recalls. So how worried should you be? Are your drugs impure?

The FDA is still investigating, but the sources of the various problems seem to be very different: In the case of ARBs, there appear to be serious issues in the manufacturing of active ingredients in the drug. Compounds in the other drug, ranitidine, seem to form NDMA as the drug is broken down in the body—a process not previously suspected.

Experts differ about what it all means for the safety of America's drugs, many of which are produced outside the U.S.

"This is a very serious problem. I think it raises a lot of potentially serious questions about the supply chain and where drugs come from," says Mark Benson, a cardiologist at Beth Israel Deaconess Medical Center in Boston. "Physicians and patients are c users in a very complicated, worldwide ch but neither group completely understands

Zantac and its generic, ranitidine, were recently recalled by some drugmakers and pulled from dr store shelves across the nation after tests found l levels of NDMA in them.

But Caleb Alexander, M.D., codirector of Johns Hopkins Center for Drug Safety and fectiveness, counters: "Of course you can trust generics. The recalls are highly vis and very disconcerting, but the generic ply chain is safe. These are isolated event

Leigh Purvis, director of health serv research at the AARP Public Policy Insti notes that "there is no real evidence tha nerics are less safe than brand-name dr The U.S. Food and Drug Administrati trying to harmonize inspections with c countries. We've always been very cle AARP that the FDA should have the res es to do its job."

Here's what the experts say you sh know—and do—if a drug you take has recalled or pulled from drugstore shelv

▶How can I check for a drug recall?

You may get a call, letter or email from pharmacy or your doctor's office if a scription drug you take has been rec

Dangerous carcinogen.

executive summary

Issam Najm and
R. Rhodes Trussell

NDMA formation in water and wastewater

JOURNAL AWWA
February 2001
Vol. 93, No. 2
pp. 92–99

N-nitrosodimethylamine (NDMA), a probable human carcinogen, is known to be present in various foods and industrial products and has been found in the effluents of water and wastewater plants. This study was undertaken to evaluate NDMA formation during various water and wastewater treatment processes including chlorination and chloramination, ozonation, and ion exchange.

Results indicated that NDMA is a likely by-product of chloramination of drinking water and wastewater and that NDMA formation increases with increasing chloramine dose. In addition, the study showed that several ion exchange resins can leach NDMA into drinking water.

Given that NDMA is classified as a probable human carcinogen by the US Environmental Protection Agency and will likely be assigned a maximum contaminant level in the near future, water suppliers may want to rethink treatment processes that encourage NDMA formation. Utilities considering converting to chloramine as a disinfectant should seriously evaluate NDMA formation in their water under specific conditions. In addition, those water providers using strong-base anion exchange resins for inorganics removal may need to investigate whether they are releasing NDMA into their treated water.

Issam Najm, president, Water Quality and Treatment Solutions Inc., Chatsworth, Calif. R. Rhodes Trussell, senior vice-president and director of corporate development, Montgomery Watson, Pasadena, Calif.

Lilian Parker: Kuwait is a big oil producer.

Top | Journal Features | Order Document | Home

Last update: February 2001

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Fracturing Fluid Additives, Main Compounds, and Common Uses.

Additive Type	Main Compound(s)	Purpose	Common Use of Main Compound
Diluted Acid (15%)	Hydrochloric acid or muriatic acid	Help dissolve minerals and initiate cracks in the rock	Swimming pool chemical and cleaner
Biocide	Glutaraldehyde	Eliminates bacteria in the water that produce corrosive byproducts	Disinfectant; sterilize medical and dental equipment
Breaker	Ammonium persulfate	Allows a delayed break down of the gel polymer chains	Bleaching agent in detergent and hair cosmetics, manufacture of household plastics
Corrosion Inhibitor	N,n-dimethyl formamide	Prevents the corrosion of the pipe	Used in pharmaceuticals, acrylic fibers, plastics
Crosslinker	Borate salts	Maintains fluid viscosity as temperature increases	Laundry detergents, hand soaps, and cosmetics
Friction Reducer	Polyacrylamide	Minimizes friction between the fluid and the pipe	Water treatment, soil conditioner
	Mineral oil		Make-up remover, laxatives, and candy
Gel	Guar gum or hydroxyethyl cellulose	Thickens the water in order to suspend the sand	Cosmetics, toothpaste, sauces, baked goods, ice cream
pH Control	Citric acid	Prevents precipitation of metal oxides	Food additive, flavoring in food and beverages; Lemon juice ~7% Citric Acid
	Potassium chloride	Creates a brine carrier fluid	Low sodium table salt substitute
Scale Anneger	Ammonium bisulfite	Removes oxygen from the water to protect the pipe from corrosion	Cosmetics, food and beverage processing, water treatment
Surfactant	Sodium or potassium carbonate	Maintains the effectiveness of other components, such as crosslinkers	Washing soda, detergents, soap, water softener, glass and ceramics
Sand	Silica, quartz sand	Allows the fractures to remain open so the gas can escape	Drinking water filtration, play sand, concrete, brick mortar
Solvent	Ethylene glycol	Prevents scale deposits in the pipe	Automotive antifreeze, household cleaners, and de-icing agent
Surfactant	Isopropanol	Used to increase the viscosity of the fracture fluid	Glass cleaner, antiperspirant, and hair color

The specific compounds used in a given fracturing operation will vary depending on company preference, water quality and site-specific characteristics of the target formation. The compounds shown above are representative of the major compounds used in hydraulic fracturing of gas shales.

Chemicals Used by Hydraulic Fracturing Companies in Pennsylvania
For Surface and Hydraulic Fracturing Activities
Prepared by the Department of Environmental Protection
Bureau of Oil and Gas Management
Compiled from Material Safety Data Sheets obtained from Industry

1,2,4-Trimethylbenzene	Glycol Ethers (includes 2BE)
1,3,5 Trimethylbenzene	Guar gum
2,2-Dibromo-3-Nitrilopropionamide	Hemicellulase Enzyme
2.2-Dibromo-3-Nitrilopropionamide	Hydrochloric Acid
2-butoxyethanol	Hydrotreated light distillate
2-Ethylhexanol	Hydrotreated Light Distilled
2-methyl-4-isothiazolin-3-one	Iron Oxide
5-chloro-2-methyl-4-isothiazotin-3-one	Isopropanol
Acetic Acid	Isopropyl Alcohol
Acetic Anhydride	Kerosine
Acid Pensurf	Magnesium Nitrate
Alchohol Ethoxylated	Mesh Sand (Crystalline Silica)
Aliphatic Acid	Methanol
Aliphatic Alcohol Polyglycol Ether	Mineral Spirits
Aluminum Oxide	Monoethanolamine
Ammonia Bifluoride	Naphthalene
Ammonia Bisulfite	Nitrilotriacetamide
Ammonium chloride	Oil Mist
Ammonium Salt	Petroleum Distillate Blend
Ammonia Persulfate	Petroleum Distillates
Aromatic Hydrocarbon	Petroleum Naphtha
Aromatic Ketones	Polyethoxylated Alkanol (1)
Boric Acid	Polyethoxylated Alkanol (2)
Boric Oxide	Polyethylene Glycol Mixture
Butan-1-01	Polysaccharide
Citric Acid	Potassium Carbonate
Crystalline Silica: Cristobalite	Potassium Chloride
Crystalline Silica: Quartz	Potassium Hydroxide
Dazomet	Prop-2-yn-1-01
Diatomaceus Earth	Propan-2-01
Diesel (use discontinued)	Propargyl Alcohol
Diethylbenzene	Propylene
Dociecylbenzene Sulfonic Acid	Sodium Ash
E B Butyl Cellosolve	Sodium Bicarbonate
Ethane-1,2-diol	Sodium Chloride
Ethoxlated Alcohol	Sodium Hydroxide
Ethoxylated Alcohol	Sucrose
Ethoxylated Octylphenol	Tetramethylammonium Chloride
Ethylbenzene	Titanium Oxide
Ethylene Glycol	Toluene
Ethylhexanol	Xylene
Ferrous Sulfate Heptahydrate	
Formaldehyde	
Glutaraldehyde	

You tube:
Fracking Hell: The Untold Story

6-30-2011

Staff Report: 112-25

To: Mayor and City Council
From: City Manager
Date: June 9, 2025

Subject
Bid Award - 2025 Pavement Preservation Project - Bid ITB 25-26

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb-to-curb work done on them.
- The project includes approximately 34 lane miles of street preservation.
- City maintenance crews do not have the staff or equipment to do the type of work being done as part of this project.

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

Present Situation
On May 13, 2025, the City received two bids for the 2025 Road Preservation Project. The bids ranged from $3,113,000 to $3,594,325. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Doolittle Construction LLC, Snoqualmie, WA	$3,113,000.00
VSS International, Inc., West Sacramento, CA	$3,594,325.00
Engineer's Cost Estimate	*$2,750,000.00*

There is a minimum apprenticeship goal of 15% of the utilized labor hours for this project. The project includes a $6,000 incentive for meeting or exceeding the minimum utilization hours. Doolittle Construction LLC has submitted an Apprenticeship Utilization Plan to exceed this goal by using approximately 1268 hours of apprentice time of the estimated 8265 total of applicable labor hours for the project.

Advantage(s)

1. Will result in improved pavement conditions on approximately 34 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. Will reduce higher maintenance costs on City streets as well as extend the life of the pavement before more costly treatments are required.

Challenge(s)

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

Budget Impact

The project is funded through the Pavement Management Program in the Street Fund $3,113,000. No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On Monday, June 9, 2025, award a construction contract for the 2025 Pavement Preservation Project to the lowest responsive and responsible bidder, Doolittle Construction LLC, Snoqualmie, Washington, at their bid price of $3,113,000, which includes Washington State sales tax, and authorize the City Manager, or designee, to execute the same.

Staff Contact

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

Attachments:

1. Map
2. Contract

Legend

2025 Preservation
Treatment Type

- ASPHALT RUBBER CHIP SEAL
- CAPE SEAL WITH MICRO
- CAPE SEAL WITH SLURRY
- MICROSURFACING - TYPE 2
- MICROSURFACING - TYPE 3

Updated: 3/10/2025

CITY OF Vancouver WASHINGTON

2025 Pavement Preservation Streets Map

Subject to Change

CONSTRUCTION CONTRACT # C-101976
BID 25-26: 2025 Pavement Preservation Project - ReBid

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 Doolittle Construction, LLC, PO Box 1819, Snoqualmie, WA 98065 (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. 25-26 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Monday, June 9, 2025 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 various roads in City of Vancouver by placing slurry seal, chip seal, micro-surfacing, fog seal, striping and pavement marking 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 70 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 RESPONSIBLITIES 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: $3,113,000.00 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	$3,000,000
Annual Aggregate	$6,000,000

   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 judgements, 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:
Marc Thoreson
Doolittle Construction, LLC
PO Box 1819
Snoqualmie, WA 98065
mthoreson@doolittlellc.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

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

CONTRACTOR:
Doolittle Construction, LLC

Signature

Printed Name /Title

Date

CITY OF Vancouver WASHINGTON

Staff Report: 113-25

To: Mayor and City Council
From: City Manager
Date: June 9, 2025

Subject
Bid Award - Simpson & Thompson (S&T) Subbasins Retrofits - Bid #25-01

Key Points

- The project will provide stormwater water quality treatment, infiltration and upgraded stormwater facilities for sections of the Fruit Valley neighborhood which currently drain to drywells that are at the end of their useful life, or connect to sanitary sewer which should be a separate system. The City received five bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Grade Werks Excavating LLC of Battle Ground, Washington, at the bid price of $1,661,263.

Strategic Plan Alignment
Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation
Runoff from streets in the project area drains untreated to public drywells, and overflows are sent to the public sanitary sewer system which is not intended to be used for collection of stormwater runoff. Localized flooding occurs throughout the project area including Simpson Ave, Thompson Ave and West 22nd St, due to the age of the existing storm infrastructure and soil and groundwater characteristics.

The project will construct 20 water-quality filter catch basins, 4 pre-sedimentation manholes, 14 standards drywells and 565 lineal feet of infiltration trenches. The project will provide a stormwater overflow to the existing stormwater system within West 20th St to reduce flooding and remove connections to the sanitary sewer system.

On May 13, 2025, the City received five bids for the subject project. The bids ranged between $1,661,263 and $2,765,469. One bidder was deemed non-responsive due to an excessively unbalanced bid. The bids are as follows:

SUMMARY OF BIDS

BIDDER	AMOUNT
Nutter Corporation, Vancouver, Washington	non-responsive
Grade Werks Excavating LLC, Battle Ground, Washington	$1,661,263.00

Halme Excavating, Battle Ground, Washington	$1,889,141.00
Advanced Excavating Specialists, Kelso, Washington	$1,996,145.00
KR Holmes LLC, Winlock, Washington	$2,765,469.00
Engineer's Estimate	*$2,102,259.00*

The Contractor plans to meet or exceed the Apprenticeship Utilization goal of 15% by using 754 apprenticeship hours out of the total 5,020 project hours.

Advantage(s)

1. Adding storm infrastructure will reduce flood impacts to the residential area.
2. The project will add water quality treatment and infiltration while maintaining emergency overflow connections to the existing downstream storm system.
3. Infiltration of stormwater provides for aquifer recharge.
4. The City received a Water Quality Grant from the Department of Ecology that will fund 75% of the project costs.

Challenge(s)

Construction impacts to traffic and access to private property will need to be managed.

Budget Impact

Funds for these improvements were appropriated in 2025-2026 Surface Water Construction Capital Budget. This project is funded in part through a State Water Quality Financial Assistance Grant. The grant covers project design, engineering, and construction costs. The Grant does require a 25% cash match from the City, which will come from the Surface Water Utility Fund.

Prior Council Review

Project funding was previously reviewed by Council as part of the 2025-2026 Surface Water Construction Capital Budget.

Action Requested

On Monday, June 9, 2025, authorize the City Manager, or designee, to award a construction contract for the Simpson & Thompson (S&T) Subbasins Retrofits project to the lowest responsive and responsible bidder, Grade Werks Excavating LLC, Battle Ground, Washington, USA at its bid price of $1,661,263, and authorize the City Manager, or designee, to finalize and execute the same.

Staff Contact

Ryan Paulsen, Civil Engineer, Ryan.Paulsen@cityofvancouver.us

Attachments:

1. Map
2. ITB25-01_UnExContract

Simpson & Thompson Subbasins Retrofits

0 0.13 0.25 0.5 Miles

GIS Data Terms of Use
1. Purpose. The City of Vancouver ("COV") makes available certain GIS maps, data and metadata ("GIS Data") to the public as a public service.
2. License. COV grants you a limited, non-exclusive license to access the GIS Data solely for your personal use.
3. Prohibited Uses. You may not rely on the GIS Data for any legal purpose or other purpose. You may not sell, reproduce, or distribute the GIS Data.
4. No Documentation or Training. COV provides no documentation or training on the GIS software or GIS Data.
5. No Representation or Warranty. COV MAKES THE GIS DATA AVAILABLE "AS IS." COV MAKES NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE AVAILABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT, OR ACCURACY OF THE GIS DATA. © 2024 City of Vancouver

CONSTRUCTION CONTRACT # C-101977
BID 25-01: Simpson & Thompson (S&T) Subbasins Retrofits

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 Grade Werks Excavating, LLC, PO Box 1349, Battle Ground, WA 98604 (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. 25-01 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.

   The Contractor shall furnish and install storm pipe, perforated storm pipe, asphalt restoration and all other work necessary to complete the project as shown on the plans and specified herein.

   Contractor shall furnish and install approximately 570 LF of infiltration trench with 12-inch perforated CPEP pipe, 1360 LF of 12-inch solid CPEP stormwater pipe, 290 LF of 12-inch C900 stormwater pipe, 370 LF of 8-inch C900 stormwater pipe, 20 filter cartridge catch basins, 12 storm manholes, 4 pre-sedimentation manholes and 14 standard drywells within the right-of-way all in accordance with the attached Plan Set, these Contract Provisions and the Standard Specifications, hereinafter referred to as "Work."

   The Contract Work shall be Physically Complete within 90 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 RESPONSIBLITIES 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 8.8% Washington State Sales Tax (if applicable) $1,661,263.00 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	$3,000,000

COVERAGE	LIMITS OF LIABILITY
Annual Aggregate	$6,000,000

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 judgements, 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. WA State Dept of Ecology Insert,
    6. Contract Plan Set,
    7. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    8. City of Vancouver Standard Plans,
    9. WSDOT Standard Specifications,
    10. 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:	For the Contractor:
Anna Vogel	Ali Abu Nawwas
City of Vancouver	Grade Werks Excavating, LLC
415 W 6th Street	PO Box 1349
P O Box 1995	Battle Ground, WA 98604

Vancouver WA 98668-1995 info.gwe@yahoo.com
anna.vogel@cityofvancouver.us

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

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

CONTRACTOR:
Grade Werks Excavating, LLC

Signature

Printed Name /Title

Date

Staff Report: 114-25

To: Mayor and City Council
From: City Manager
Date: June 9, 2025

Subject

Contract Approval - New Public Works Operations Campus General Contractor/Construction Manager (GCCM), Skanska USA

Key Points

- This action allows the City to enter into a contract and engage in preconstruction services with Skanska USA Building, Inc., for the new public operations campus, in accordance with the original RFQ and RFFP process.
- The negotiated value of preconstruction services will be billed hourly, with a not-to-exceed value of $897,758.
- Compensation for Specified General Conditions will be a fixed fee in the amount of $2,331,834.
- The Contractor's fee percentage, as bid during the RFFP process, will be 4.23% of the (MACC) maximum allowable construction cost, and will be added as an addendum to this contract once the MACC is established, following bidding.

Strategic Plan Alignment

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

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

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

Present Situation

The GCCM (General Contractor/Construction Manager) process allows us to engage our general contractor, during the preconstruction design phases, to collaborate with the design team and leverage their expertise in programming, design, cost estimating, selection and ordering of materials/equipment, quality control, constructability review, risk management, and alignment with schedule and budget.

Procuring the general contractor early will give us the opportunity to begin executing the construction in phases, beginning this summer, and procuring material we know will have long lead times or supply chain challenges. The contractor will develop and execute a subcontractor engagement plan to maximize participation from our local contracting community, including minority and women-owned businesses, which could lead to better competition and make strides toward the City's goals.

Specified General Conditions, a fee requested with the request for final proposals, covers all contractor staff costs associated with executing the general conditions through the construction and

closeout phase of the project, including administration of the subcontracting plan, cost accounting, progress scheduling, project meetings, safety plan, quality control, and warranties. This will be paid monthly with the start of physical construction.

The contractor's fee, which was a component of the final request for proposals, is calculated as a percentage (4.23%) of the (MACC) maximum allowable construction cost. The MACC is determined by the direct cost of work, following bidding, plus design/estimating contingency, sub bonding, equipment and escalation. This fee covers both overhead and profit for the contractor for the life of the project.

We anticipate we will have multiple contract amendments, as we go through design, for early procurement of anticipated long lead items and phased construction, with a final contract amendment for the final MACC amount in Q3/Q4 of 2026.

Advantage(s)
GCCM allowed the City to procure the most qualified general contractor for the project, through the GCCM process, adding value through real-time cost data, risk management and value analysis.

Challenge(s)
None

Budget Impact
The contract value, which includes fees for preconstruction services, specified general conditions, and contractor's fee percentage, which was competitively bid, is in alignment with expected costs for these services. The FY25-26 Biennium Budget for this project includes allocations for these costs.

Prior Council Review

- City Council project update memorandum, April 28, 2025.
- TCF Architecture contract amendment execution, May 5, 2025.
- General Contractor and Construction Manager Contracting Approach, January 22, 2024.
- Public Works Operations Campus Project Update. December 11, 2023.

Action Requested
On Monday, June 9, 2025, authorize the City Manager, or designee, to enter into a preconstruction services contract with Skanska USA Building Inc. of Portland, OR with an hourly, not to exceed amount of $897,758 and fixed fee specified general conditions of $2,331,834.

Staff Contact
Jason Olson, Capital Projects Project Manager, Jason.Olson@cityofvancouver.us

Attachments:
1. RFP 62-24 Vancouver Public Works Operations Campus Contract

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Contractor as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the day of in the year _____.
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Vancouver, PO Box 1995, Vancouver WA 98668

and the Contractor:
(Name, legal status, address, and other information)

Skanska USA Building Inc
1010 NW Flanders, Ste 500
Portland OR 97209

for the following Project:
(Name, location, and detailed description)

Vancouver Public Works Operations Campus, 8713 NE 94th Avenue, Vancouver, WA 98662
This new facility will replace multiple facilities that are currently scattered throughout the City, consolidating multiple City departments and services onto one campus. The project site is a currently undeveloped 32-acre property.

The Architect:
(Name, legal status, address, and other information)

TCF Architecture, 902 N 2nd Street, Tacoma WA 98403

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 GENERAL PROVISIONS

3 CONTRACTOR'S RESPONSIBILITIES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GMP AMENDMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's preliminary program information is as set forth in the Request for Proposal. The Contractor shall work with the Owner and Architect to further develop and comply with the Owner's program requirements.

§ 1.1.2 N/A

§ 1.1.3 The Owner's preliminary budget for the GMP is as follows:

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates:

.2 Construction Milestone Dates:

§ 1.1.5 The Owner anticipates that, to meet the desired schedule identified above, the Project may utilize all, or any combination of multiple GMPs for early procurement and/or early construction phases, early grading and foundation permits, and phased construction.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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TBD

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

TBD

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Jason Olson, PO Box 1995, Vancouver WA 98668-1995, 360-487-8654, jason.olson@cityofvancouver.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Contractor's submittals to the Owner are as follows:
(List name, address and other contact information.)

Parametrix, Eric Nielssen, 717 Pacific Avenue, Tacoma WA 98402,

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

TFC Architecture, Mark Hurley, 124 N I St, Tacoma WA 98403, mark@tcfarchitecture.com

§ 1.1.12 The Contractor identifies the following representative (the "Contractor's Designated Representative") in accordance with Article 3:
(List name, address, and other contact information.)

Skanska, Brian Urban. 206-940-0320, Brian.urban@skanska.com

§ 1.1.13 The Owner's requirements for the Contractor's Preconstruction Work Plan:
(List any Owner-specific requirements to be included in the staffing plan.)

See Specification Section 00 50 07 (SCOPE OF WORK FOR PRECONSTRUCTION SERVICES).

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

All subcontracts shall be procured in conformance with the requirements of Washington State law, including but not limited to RCW 39.10.380, this Agreement, and the agreed upon Subcontracting Plan. The Owner and Contractor will discuss whether to select certain Subcontractors under the requirements of RCW 39.10.385.

§ 1.1.15 Other Initial Information on which this Agreement is based:

TBD

§ 1.2 The Owner and Contractor may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Contractor shall appropriately adjust the Project schedule, the Contractor's services, and the Contractor's compensation. The Owner shall adjust the Owner's budget for the GMP and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 GENERAL PROVISIONS

§ 2.0 Definitions

§ 2.0.0 These Definitions are often shorthand references to more formal definitions elsewhere in the Contract

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User Notes: (1751804524)

Documents. When a defined term is described elsewhere in the Contract Documents, the more descriptive definition shall control over any general description in this Section 2.0.

§ 2.0.1 The **Agreement** is this revised A133-2019 Agreement between Owner and Contractor. All references to the Agreement or the A133 in the Contract Documents are to this revised document.

§ 2.0.2 An **Allowance** is a stated amount included in the GMP for a stated part of the Work that is not fully defined and/or quantified at the time the GMP is established. When that part of the Work is adequately defined and/or quantified, the GMP will be adjusted to account for the difference between the Allowance and the actual or estimated Cost of the Work for that item in an amount that is mutually agreeable to the Owner and Contractor. Following the adjustment, that part of the Work will no longer be an Allowance item.

§ 2.0.3 An **Application for Payment** is described in Section 9.3 of the revised General Conditions and Section 11.1 of this Agreement. An Application for Payment is generally a document the Contractor submits to the Owner and the Architect itemizing amounts due for and operations completed at the Project site in accordance with the Contract.

§ 2.0.4 The **Architect**, listed above, is the entity with which the Owner has contracted in a separate Owner-Architect agreement; the Architect is described in Section 4.3 of this Agreement and defined in Section 4.1 of the revised General Conditions.

§ 2.0.5 A **Change Order** is defined in Section 7.2 of the revised General Conditions and is generally a written instrument prepared by the Architect and signed by the Owner, the Contractor and the Architect that modifies the Contract and states their agreement upon a Change in the Work, the amount of the adjustment, if any, in the GMP; and the extent of the adjustment, if any, in the Contract Time.

§ 2.0.6 A **Claim** is defined in Section 15.1.1 of the revised General Conditions and generally consists of a demand or assertion by one of the parties seeking, as a matter of right, adjustments or interpretations of Contract terms, payment of money, extension of time or other relief. The term "Claim" includes disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract Documents.

§ 2.0.7 A **Construction Change Directive** is defined in Section 7.3 of the revised General Conditions as a written order prepared by the Architect and signed by the Owner and Architect, with or without the agreement of the Contractor, directing the Contractor to perform a change in the Work, or perform Work the Contractor contends to be a change in the Work, prior to agreement of the basis for adjustment, if any, to the Contract.

§ 2.0.8 The **Contractor** is the entity identified above as the party to this Agreement responsible for performing the Preconstruction Services and, upon successful negotiation and execution of the GMP Amendment, responsible for construction of the Work through its own services as well as through Subcontractors. The Contractor under this Contract shall provide the services of General Contractor/Construction Manager as defined in RCW 39.10.210(8).

§ 2.0.9 The **Contractor's Risk Contingency** is described in Section 3.2.4 of this Agreement.

§ 2.0.10 The **Construction Phase** is defined in Section 3.3 of this Agreement and any Special Conditions, and generally consists of the period of the Contract during which the Contractor performs construction of the Work after the earlier of execution of the GMP Amendment or the Owner's issuance of a Notice to Proceed.

§ 2.0.11 The **Construction Schedule** is the schedule defined in Section 3.10 of the revised General Conditions and prepared, revised and utilized by the Contractor for its performance under the Contract.

§ 2.0.12 The **Contract Documents** are defined in Section 1.1.1 of the revised General Conditions and Section 2.1 of this Agreement.

§ 2.0.13 The **Contract** is defined in Section 1.1.2 of the revised General Conditions and is the entire and integrated agreement between the Owner and the Contractor.

§ 2.0.14 The **Contract Sum** is defined in Section 6.1 of this Agreement and Section 9.1 of the revised General Conditions that the Owner agrees to pay the Contractor for its performance of the Work under the Contract. The Contract Sum consists of the sum of the Cost of the Work (including Negotiated Support Services and Specified

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General Conditions) as well as the Contractor's Fee, and it shall not exceed the GMP. Neither the Preconstruction Services Cost nor Washington State sales tax is included in the Contract Sum.

§ 2.0.15 The **Contract Time** is the time defined in Section 8.1.1 of the revised General Conditions and specified in the GMP Amendment to achieve Substantial Completion of the Work.

§ 2.0.16 The **Cost of the Work** is defined in Article 7 of this Agreement.

§ 2.0.17 Days are defined as working days, unless otherwise specified.

§ 20.18 Drawings are defined in Section 1.1.5 of the revised General Conditions and generally are the graphic and pictorial portions of the Contract Documents showing the design and location of the Work, and generally include plans, elevations, sections, details, dimensions, schedules and diagrams.

§ 2.0.19 The Contractor's **Fee** is the amount specified in the GMP Amendment based on the percentage contained in Section 6.1.2 of this Agreement that the Contractor is to receive under this Contract in addition to the Cost of the Work for its performance of the Work. The Fee compensates the Contractor for all aspects of its performance other than the Cost of the Work, and it includes the Contractor's profit and all overhead expenses not otherwise reimbursable under this Agreement or through the Specified General Conditions, including but not limited to all bonds and insurance required by Article 11 of the revised General Conditions, home office overhead, and all taxes except sales tax on the Contract Sum, and as otherwise described in this Agreement. The Fee is applied to all reimbursable Costs of the Work as defined in Sections 7.1 through 7.7, the Negotiated Support Services, and the Specified General Conditions. The fee is not applied to the Contractor's Contingency and is only earned on and applied to the Contractor's Contingency as such costs are incurred. The Fee is not applied to any other costs except as described above.

§ 2.0.20 Final Acceptance is defined in Section 9.10.2.1 of the revised General Conditions and is the date on which the City Council has formally accepted the Project.

§ 2.0.21 Final Completion is defined in Section 9.10.1 of the revised General Conditions and generally occurs when the Owner finds that the Work has been completed, the required occupancy permit has been issued, the commissioning process and any validation process have been successfully concluded, incidental corrective or punchlist Work and final cleaning have been completed, the Contractor has submitted or delivered all specified items, the Contractor has submitted a final Application for Payment, and the Owner has approved a final Application for Payment.

§ 2.0.22 The **General Conditions** are the revised 2017 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. All references to the A201 General Conditions or the "revised General Conditions" in the Contract Documents are to the revised document.

§ 2.0.23 The **Guaranteed Maximum Price** ("**GMP**") is defined in Section 3.2 of this Agreement, described in Section 6.2 of this Agreement, and established in the GMP Amendment. The GMP consists of the sum that the Owner and the Contractor establish in the GMP Amendment as the fixed limit for all Costs of the Work reimbursable under Article 7 of this Agreement, which includes the MACC, the Negotiated Support Services, the Specified General Conditions, the Contractor's Risk Contingency, and the Contractor's Fee. The GMP does not include the Preconstruction Services Cost or sales tax on progress payments. State and local sales tax on the Contract Sum will be paid by the Owner with progress payments. The Owner is not obligated to pay the Contractor more than the GMP for the performance of the Work. The GMP is the equivalent to the "Total Contract Cost" as that term is used in RCW 39.10.210(20).

§ 2.0.24 The **GMP Amendment** is described in Section 3.2.6 of this Agreement and generally is an amendment to this Agreement in the form attached as Exhibit A to this Agreement setting forth the GMP for all or for an identified portion of the Work, the information and assumptions upon which it is based, the Contract Time, and other information upon which the parties agree.

§ 2.0.25 The **Maximum Allowable Construction Cost** ("**MACC**") generally consists of the sum to which the Owner and the Contractor agree in writing as an estimate of the maximum Cost of the Work reimbursable under Article 7 of this Agreement, including the percentage for the Contractor's Risk Contingency, Negotiated Support Services, and approved Change Orders. The MACC does not include the Specified General Conditions, the Contractor's Fee, Preconstruction Services, or sales tax. A final MACC will be established as part of the GMP negotiation in accordance with this Agreement.

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§ 2.0.26 Negotiated Support Services are defined in Section 7.7.3 of this Agreement and are generally items the Contractor normally would manage or perform on the Work for a municipality, including but not limited to, surveying, laser scanning, hoisting, safety enforcement, cleanup and trash removal, street cleaning, dust control, maintenance of traffic on public street and roads, temporary heat, temporary hookups, temporary toilets, temporary signs, fences, enclosures, barriers and barricades, temporary meter installation for water, utilities, natural gas, sewer and storm sewer, advertisement and negotiation of subcontract bid packages, and sustainability benchmarking documentation (such as LEED). Approved Negotiated Support Services are reimbursable, consistent with the Contract Documents, to the extent they are Costs of the Work within the GMP. The Contractor's management of Negotiated Support Services is included within the Specified General Conditions amount. If the Owner requires the Contractor to provide the Builder's Risk insurance, such premiums will be paid as a Negotiated Support Service.

§ 2.0.27 The **Notice to Proceed** is a written notice the Owner submits to the Contractor that generally permits construction or a designated portion thereof to commence upon the Contractor's compliance with conditions expressed in the notice. An executed GMP Amendment shall act as a Notice to Proceed with the Work covered by the GMP Amendment, unless stated otherwise therein.

§ 2.0.28 The **Owner** is the entity listed on the first page of this Agreement or its Designated Representative.

§ 2.0.29 The **Owner-Architect Agreement** is the separate agreement between the Owner and the Architect relating to the design of the Project.

§ 2.0.30 The **Owner's Designated Representative** is the party (or parties) that the Owner has authorized in writing to act on behalf of the Owner with respect to certain of Owner's rights and responsibilities under the Contract.

§ 2.0.31 The **Preconstruction Phase** is defined in Section 3.1 of this Agreement and generally consists of the initial portion of the Contractor's services and performance under the Contract prior to execution of the GMP Amendment or issuance of the Notice to Proceed.

§ 2.0.32 The **Preconstruction Services** generally consist of those services provided by the Contractor under Section 3.1 of this Agreement and any exhibit describing the Preconstruction Services.

§ 2.0.33 The **Preconstruction Services Cost** is defined in Section 5.1 of this Agreement and is the compensation payable by the Owner to the Contractor for Preconstruction Services.

§ 2.0.34 The **Project** is defined on the cover page above and in Section 1.1.4 of the revised General Conditions.

§ 2.0.36 The **Project Team** consists of the Contractor, the Owner, the Architect and all consultants and Subcontractors of any tier employed or retained by each of them.

§ 2.0.37 Specifications are defined in Section 1.1.6 of the revised General Conditions and generally consist of the portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance or related services.

§ 2.0.38 Specified General Conditions are further defined in Article 7 of this Agreement and further clarified in the Cost Responsibility Matrix and generally mean certain selected general conditions Work and services specified in the Contract Documents to be provided by the Contractor for the fixed Specified General Conditions price as a part of the Cost of the Work. The Specified General Conditions are to be performed by the Contractor with its own forces in most instances. The Specified General Conditions include any Preconstruction Services that occur after the GMP is established through execution of the GMP Amendment. The Specified General Conditions include but are not limited to the Contractor's construction administration, management services and supervision of the Project, all costs associated with the subcontractor bidding process (except costs of document reproduction), such as developing solicitations, site tours, responding to questions from bidders, providing a bid opening facility (unless the Owner elects to provide such facilities), bidding in accordance with the requirements of RCW 39.10, the Contract Documents, subcontract award, and all aspects of safety implementation and administration. Any cost that is not specifically identified as a reimbursable Cost of the Work shall be covered by the amount bid for Specified General Conditions.

§ 2.0.39 The **Subcontracting Plan** is defined in Section 3.1.10 of this Agreement and is prepared by the Contractor for

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the Owner's approval prior to conclusion of the Design Development phase. It identifies all proposed subcontract bid packages, any contemplated alternative subcontractor selection process permitted by RCW 39.10, any bid packages for which the Contractor expects to compete, all subcontractor scopes of work, the timing of solicitation of subcontractor bids for the packages to meet the Construction Schedule, major coordination issues with other packages, and means to enhance the opportunity for small, disadvantaged and local businesses to participate in performing the Work.

§ 2.0.40 A **Subcontractor** is defined in Section 5.1 of the revised General Conditions and is generally a person or entity that has a direct contract with the Contractor. A **Subcontractor of any tier** is a Subcontractor or a lower tier subcontractor that performs a portion of the Work of the Project at the site or supplies materials or equipment. A **Bidder-Design Subcontractor** is a Subcontractor that will not only construct discrete portions of the Work but also will design such portion as specified in the GMP Amendment.

§ 2.0.41 Substantial Completion is defined in Section 9.8.1 of the revised General Conditions. The date of Substantial Completion will be established in the GMP Amendment.

§ 2.0.42 The **Work** is defined in Section 1.1.3 of the revised General Conditions and generally means the construction and services performed in the Construction Phase as required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations.

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Contractor's GMP proposal, the Contract Documents will also include the documents described in Section 3.2.3 of this Agreement and identified in the GMP Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8 of this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner to furnish professional, competent and efficient construction administration, management services, and supervision, with sufficient quantities of fully qualified, competent and experienced personnel; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious, workmanlike and economical manner in compliance with the Contract Documents and consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents. The parties shall endeavor to promote harmony, mutual respect, and cooperation among the Owner, Architect, Contractor, authorities having jurisdiction, and other persons or entities employed by them for the Project to the fullest extent possible in order to further the interests of the Owner in the Project and to effect prompt and successful completion of the Project within the requirements of the Contract Documents, the Contract Time and the GMP.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as revised, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, as revised, which document is incorporated herein by reference.

§ 2.3.3 The Contractor shall perform the Preconstruction Services, shall be responsible for coordinating the activities of construction during the Construction Phase if the GMP Amendment is signed, shall be fully responsible for discharging all of the Contractor's obligations under the Contract Documents, and, during the Preconstruction and Construction

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Phases, shall advise and work with the Project Team to make recommendations for alternate or substitute products and technologies, construction techniques, methods and practices based on maintainability and durability as well as cost savings, time saving and/or other related efficiencies. The Owner will be responsible for coordinating the activities of the Project Team during the Preconstruction Phase.

ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES

The Contractor's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2 of this Agreement, and in the applicable provisions of A201-2017 referenced in Section 2.3.1 of this Agreement. The Contractor's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Contractor may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Contractor's Designated Representative identified in Section 1.1.12 of this Agreement shall be authorized to act on behalf of the Contractor with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Contractor shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Contractor. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The Contractor is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall carefully review upon receipt all Drawings and Specifications submitted to it at each level of design. The Contractor shall promptly report to the Owner and the Architect any error, inconsistency or omission that the Contractor may discover in them and shall recommend changes and alternatives. The Contractor's review shall be made in the Contractor's capacity as a contractor and not as a licensed design professional, except to the extent the Contractor or a Subcontractor has bidder-design responsibilities.

§ 3.1.2 The Contractor shall participate as part of the Project team to provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, and coordinate estimating reconciliation, each in terms of the other. The Contractor shall perform the Preconstruction Services described in this Agreement and applicable provisions of chapter 39.10 RCW as well as the Preconstruction Services described in the Preconstruction Services Scope of Work.

§ 3.1.3 Consultation

§ 3.1.3.1 The Contractor shall jointly schedule and conduct meetings with the Architect and Owner at a minimum on a weekly basis during the schematic design phase, design development phase, and the Construction Document phase to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Contractor shall actively and cooperatively advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Contractor shall also actively and cooperatively provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; phasing and site work planning; sequencing and scheduling for procurement, installation and construction; traffic planning; occupied campus strategies; factors related to construction quality, local market trends, bidding strategies, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, value engineering and constructability review, and possible cost reductions. The Contractor shall consult with the Owner and Architect regarding professional services to be provided by the Contractor during the Construction Phase.

§ 3.1.3.3 The Contractor shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project.

§ 3.1.3.4 The Contractor shall review the Schematic Design Documents, Design Development Documents and Construction Documents, Specifications, and other Contract Documents as they are developed and completed. These documents will include those prepared by any bidder-design Subcontractors and may be developed at different rates for different components of the Project. The Contractor shall also review all other documents provided by the Owner, including but not limited to the associated environmental documents, all record drawings of existing facilities and all documents provided or made available as a part of the GC/CM selection process. The Contractor shall promptly report

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in writing to the Owner and the Architect any errors, inconsistencies, incomplete information or other questions or deficiencies that the Contractor has discovered and that need to be resolved for the successful completion of the Work, paying particular attention to coordination issues. Design review activities are to be a cooperative and collaborative effort with the Architect, the Owner, and their consultants. The Contractor shall recommend changes and alternatives to the Architect and Owner, without, however, assuming any of the Architect's design responsibilities, except to the extent the Contractor or a Subcontractor performs bidder-design Work.

§ 3.1.3.5 Constructability. The Contractor shall work with the Owner and Architect to prepare a constructability plan for the Project to reduce cost, save time, improve quality, reduce risk and improve the overall process of Project delivery. Key objectives of the constructability program will include creation and maintenance of a well-planned, safe, effective, cooperative and mutually beneficial work environment for all participants. A primary objective of these efforts will be to assist the Owner to ensure that the final GMP does not exceed the Owner's budget and that the Project is completed on time. The Contractor shall perform actions designed to minimize adverse effects of labor or material shortages or delays; time requirements for procurement, installation and construction completion; and factors related to construction cost. As part of this effort, the Contractor shall participate in and provide written comments as a part of formal constructability reviews following completion of the Design Development Documents and when the Construction Documents are 90% complete and shall confirm prior to solicitation of the first subcontract bid package that a constructability analysis has been performed.

§ 3.1.3.6 Value Engineering. The Contractor will participate in value engineering the design documents at 30% Schematic Design and at 50% of the Design Development phase and on a continuing basis with the Architect in subsequent phases up to 90% Construction Documents. At the completion of each of its reviews, the Contractor will provide the Owner and Architect with a formal record of its findings and recommendations. The Architect and the Contractor will brief the Owner and any value engineers and answer their questions to determine the advisability of changes in the design documents. Value engineering will include selecting building systems, with final selection of systems to occur prior to the start of the Construction Documents Phase.

§ 3.1.3.7 Site Investigation. The Contractor shall suggest to the Owner and shall perform as agreed with the Owner and as a non-labor cost under Section 5.1, site investigation to assist in development of the design and construction planning.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, and by no later than 50% of the Design Development phase, the Contractor shall prepare and periodically update a Project schedule for the Owner's and Architect's review and the Owner's acceptance. Regardless of any review, acceptance, or approval of the Contractor's schedule, the Owner shall not be responsible for any aspects of the Project schedule. The Contractor shall obtain the Owner's and Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Contractor's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner. The Contractor will be responsible for the Project schedule, including a plan for phased construction defined in the Contract Documents.

§ 3.1.5 Phased Construction

The Contractor, in consultation with the Owner and Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Contractor shall take into consideration occupancy needs, site logistics, utilities, safety, cost reductions, cost information, constructability, provisions for temporary facilities, permitting timelines, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Contractor shall prepare, for the Owner's and Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Contractor suggests alternative materials and systems, the Contractor shall provide cost evaluations of those alternative materials and systems. The Owner will provide an independent estimate prepared by the Architect; the

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Contractor shall participate in a cost reconciliation process in accordance with the Preconstruction Services identified in Specification Section 00-50-07, Attachment A1.

§ 3.1.6.2 The Contractor shall collaborate with the Architect and the Owner on cost estimates throughout the Preconstruction Phase, and will prepare detailed cost estimates following completion of the Schematic Design Phase, completion of the Design Development Phase at 60% Construction Documents and when Construction Documents are 90% complete (the "GMP estimate"). The Contractor shall also reconcile its estimate with the Architect's and/or the Owner's independent cost estimator at each phase for the Contractor's, Architect's, and Owner's acceptance. Cost escalation to the time of Subcontractor bidding shall not exceed five percent (5%) per year of these estimates without approval of the Owner. Timely and complete estimates are critical to the success of the Project; therefore, failure of the Contractor to submit timely cost estimates shall be grounds for the termination of the Contractor for cause. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Contractor shall prepare and update, at appropriate intervals agreed to by the Owner, Contractor and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Contractor agree on a GMP for the Work. Such estimates shall be provided for the Architect's and Owner's review and the Owner's approval. The Contractor shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action, including participation in preparing a list of proposed cost savings equal to or greater than the overage. The Contractor shall also collaborate with the Architect and Owner on cost estimates prior to issuing each subcontract bid package, and will, at a minimum, prepare detailed cost estimates for each such package.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Contractor's cost estimates and the Architect's cost estimates, the Contractor and the Architect shall work together with the Owner to reconcile the cost estimates, consistent with the Scope of Work for Preconstruction Services, and to align the estimates with the Owner's prioritization of scope elements.

§ 3.1.7 The Contractor shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities. The Contractor shall suggest to the Owner and shall perform, as agreed with the Owner under Section 3.1.3.2, site investigation to assist in development of the design and construction planning.

§ 3.1.8 The Contractor shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval. Refer to the Request for Proposals, Request for Final Proposals and the personnel identified by the Contractor in response thereto.

§ 3.1.9 The Owner's anticipated Sustainable Objective for the Project:

TBD

§ 3.1.10 Subcontractors and Suppliers

§ 3.1.10.1 The Contractor shall develop bidders' interest in the Project. The Contractor shall prepare and submit a construction management and subcontracting plan ("Subcontracting Plan") to the Owner and the Architect for approval prior to conclusion of the Design Development Phase. Prior to negotiation of the GMP, the Owner and the Contractor shall negotiate the following terms and shall include the Subcontracting Plan as an exhibit to the GMP Amendment. The Subcontracting Plan shall describe the process for allocating scopes of Work among the bid packages and shall, for and within each Component, identify:

- **.1** All subcontract bid packages, specifying those upon which the Contractor or its affiliates intend to bid;
- **.2** The scopes of Work, timing of solicitation of bids for the packages to meet the Construction Schedule;
- **.3** Major coordination issues with other packages;
- **.4** Contractor's plan to prepare bid packages to reduce barriers for and increase participation by business entities certified with the Office of Minority and Women's Business Enterprises, including small businesses, and business entities certified with the Department of Veterans Affairs.
- **.5** The scope and cost estimates for each subcontract bid package.
- **.6** Any intention of the Contractor to select a Subcontractor in accordance with the alternative procedure specified in RCW 39.10.385.

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§ 3.1.10.2 The Contractor shall use its best efforts to develop the interest of Subcontractor bidders in the Project. The Contractor shall consider prebid determinations of Subcontractor eligibility to the extent permitted by statute and shall furnish to the Owner and Architect for their information as a part of the submittal of its Subcontracting Plan a list of possible eligible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner will promptly reply in writing to the Contractor if the Architect or Owner knows of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it or the lack of any objection waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor or supplier.

§ 3.1.10.3 If the value of an individual anticipated subcontract exceeds $3 million, the Owner may consider use of the alternative subcontractor selection process provided by RCW 39.10.385. Subject to Owner's approval, the Contractor shall conduct all alternative subcontractor selection in strict accordance with the requirements of RCW 39.10.385.

§ 3.1.11 Long–Lead Time Procurement

§ 3.1.11.1 The Contractor shall prepare, for the Architect's and Owner's review and the Owner's acceptance, and update at least monthly, a procurement schedule for items and/or associated services that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the bidding, ordering and delivery of materials that must be bid or ordered well in advance of construction. The Owner may also procure any items prior to the establishment of the GMP on terms and conditions acceptable to the Contractor. Upon the establishment of the GMP, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

§ 3.1.11.2 The Contractor shall identify and estimate the value of any items that require off-site storage, together with proposed locations for storage during the course of the Work acceptable to Owner. These locations shall be selected to provide a maximum of protection and minimum of cost and delay associated with delivery to the site and shall conform with the requirements of Section 11.1.3.5 of this Agreement.

§ 3.1.12 Extent of Responsibility

§ 3.1.12.1 The Contractor shall exercise reasonable care in preparing schedules and estimates. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The Contractor is not required to ascertain that the Drawings and Specifications prepared by the Architect are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.1.12.2 The Contractor shall carefully review upon receipt all Drawings, Specifications and Reports submitted to it at each level of design. The Contractor shall promptly report to the Owner and the Architect any error, inconsistency or omission that the Contractor may discover in them and shall recommend changes and alternatives. The Contractor's review shall be made in the Contractor's capacity as a contractor and not as a licensed design professional, except to the extent the Contractor or a Subcontractor has bidder-design responsibilities.

§ 3.1.13 Compliance with Laws

The Contractor shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, apprenticeship programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Contractor, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Specification Section 00 50 07 (SCOPE OF WORK FOR PRECONSTRUCTION SERVICES).

§ 3.2 GMP Proposal and Contract Time

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§ 3.2.0 Early Bid Package Amendments. The Owner and the Contractor may agree to one or more initial GMP amendments to provide for early Project Work prior to completion of 90% Drawings and Specifications and prior to agreement on the final GMP Amendment as provided in Section 3.2.6 of this Agreement ("Early Bid Package Amendments"). All Early Bid Package Amendments shall conform with the requirements of this Agreement, except that such Early Bid Package Amendments may be agreed upon and executed at any point in the Project design phase.

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Contractor, and when the Construction Drawings and Specifications are at least 90% complete, the Owner will submit a "GMP set" of Construction Documents to the Contractor, and within twenty-one (21) days of receipt of the `GMP set, unless a longer period of time is approved by the Owner due to special conditions or circumstances, and in consultation with the Architect and Owner, the Contractor shall prepare a GMP proposal for the Owner's review, negotiation, and acceptance. The Contractor shall promptly notify the Owner if it does not consider the Drawings and Specifications to be at least 90% complete and shall not propose a GMP until the Drawings and Specifications are at least 90% complete. A list of items needed to obtain 90% completion shall be prepared by the Contractor and agreed to by the Owner and the Architect prior to additional information being added to the Construction Documents.

§ 3.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom by allowing for such further development in its cost estimates. The Contractor will also make allowance for market conditions at the time of bidding and possible estimating inaccuracies within the GMP. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. A Change in the Work will not be warranted if the Work in question was reasonably inferable from or contemplated by, or a prudent contractor should have realized that the Work was necessary and appropriate under, the Contract Documents referenced in the GMP Amendment.

§ 3.2.3 The Contractor shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Contractor in the preparation of the GMP proposal, divided into the proposed subcontract bid packages and including assumptions under Section 3.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, the MACC, Specified General Conditions, Negotiated Support Services, and other Article 7 Costs of the Work; the Contractor's Risk Contingency; and the Contractor's Fee (any Allowances must be limited and preapproved by the Owner);

.4 The anticipated date of Substantial Completion – by phase as applicable – upon which the proposed GMP is based; and

.5 A date by which the Owner must conclude negotiations and accept the GMP, subject to the Owner's internal review processes and approval sequence required to gain approval by the City Council.

§ 3.2.4. In preparing the Contractor's GMP proposal, the Contractor shall include its Risk Contingency, at least two percent (2%) and not to exceed five percent (5%) of the MACC, as agreed upon by the Owner and the Contractor, for the Contractor's exclusive use to cover costs arising under Section 3.2.4 and other costs that are properly reimbursable as a Cost of the Work but not qualified for inclusion in a Change Order. The Contractor may use the Contractor's Risk Contingency to pay for Project issues that are within its control, such as design issues that a reasonable Contractor should have resolved during the Preconstruction Services Phase, items in Drawings but not in the Specifications, items on one Drawing but not another, items specified but not drawn, non-specified items within Specifications, buy-out errors or shortfalls, scope gaps, ambiguities in the Construction Documents, damaged work not covered by insurance (including, to the extent permitted by the Contract Documents, a deductible), unanticipated general conditions expenses, interdisciplinary design coordination, Subcontractor performance, and expediting costs for critical materials. The Contractor's Risk Contingency may also be used for issues beyond the Contractor's control such as lost time, increases in bid contracts, and Subcontractor performance or failure. The Contractor must give the Owner notice and supporting cost backup when applying to use the Contractor's Risk Contingency. Except in the case of a mutual agreement between the Contractor and Owner, which shall be documented in writing, the Contractor shall not use the Contingency to pay

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for costs related to enhancements or additions to the Scope of Work desired by the Owner, unforeseen or differing site conditions or design errors or omissions beyond the reasonable inferences described in Section 3.2.2 of the Agreement, as such costs shall be subject to a Change Order. The Contractor shall use the Contractor's Risk Contingency only with the Owner's prior written consent, which shall not unreasonably be withheld. Each use of the Contractor's Risk Contingency shall be shown as a separate line item in the Schedule of Values submitted with Applications for Payment. Any balance remaining in the Risk Contingency shall be returned to the Owner in a deductive Change Order before Final Payment.

§ 3.2.4.1 The MACC shall consist of all Subcontractor scope of Work by bid package consistent with the Subcontracting Plan, including Work the Contractor will self-perform through the Subcontracting bidding process, and other Article 7 Costs of the Work except the Specified General Conditions. The MACC used in negotiating the GMP shall be the summation of the actual amounts of any Subcontract bid packages awarded and estimated amounts for Subcontract bid packages not yet bid. Upon completion of the buyout of Subcontract bid packages, the Contractor shall ascertain whether any scope changes beyond those specified in Section 3.2.2 have occurred in the Subcontract bidding documents as a result of completion of the Construction Documents to the 100% level. In the event that these scope changes are required for the Project and approved by both the Contractor and the Owner, any balance in the MACC may be accessed. Any amounts remaining in the MACC when all the Subcontract bid packages have been awarded shall be added to the Contractor's Risk Contingency. It is the intent of the parties that when the GMP is set, the Contractor will have participated in and be fully aware of the existing conditions and proposed design for the Project. It is further intended that the GMP will include all elements necessary to complete the Project in accordance with the Contract Documents, and that Change Orders adjusting the GMP will therefore not be necessary except in limited circumstances as set forth below. Accordingly, the GMP shall be adjusted principally for the following events:

.1 **Scope Changes.** Owner revisions on scope items previously approved by the Owner and incorporated in the pricing of the GMP. Examples: The Owner approved use of MC cable in lieu of conduit for branch wiring runs and later decides to change back to conduit; or bid alternates not included in the GMP.

.2 **Concealed or Unknown Conditions** as described in Section 3.7.4 of the revised General Conditions. For example, during the Construction Phase, substantially differing site conditions are encountered that could not have been reasonably anticipated or discovered by the Contractor during the Preconstruction Phase. This category includes unknown and unforeseeable hazmat conditions and soil conditions.

.3 **Regulatory Agency Changes.** Costs incurred as a result of changes in regulatory requirements but only where such requirements change after execution of the GMP Amendment. (This shall not include costs incurred as a result of inspections or other actions necessitated by pre-existing requirements of the Project permits).

.4 **Significant Design Errors or Omissions.** Significant errors or omissions in the Drawings or Specifications that could not reasonably have been anticipated or discovered by the Contractor before the GMP was established. However, design errors and omissions do not include, for example: (1) failure to coordinate between trades; (2) requirements of the Specifications that are not specifically shown in Drawings; (3) requirements of the Drawings that are not specifically described in the Specifications; or (4) design changes made at the request of the Contractor in order to facilitate the constructability of the Project. The failure of the Architect to specify every detail in the Construction Documents does not eliminate the requirement for the Contractor to provide at least a standard commercially available detail of institutional quality to serve the basic functions of the design.

.5 **Changes required by governmental inspectors to meet requirements beyond those contained in regulations.** Changes required by an inspector of a governmental authority having jurisdiction beyond those contained in regulations or previously communicated.

.6 **Allowance adjustments.**

§ 3.2.4.2 Examples of events for which the GMP shall not be adjusted include but are not limited to:

.1 **Subcontractor Gaps.** Gaps in scope coverage between Subcontractors, including self-performed Work.

.2 **Scope Gaps.** An item indicated in the Drawings or Specifications that was not picked up in the GMP.

.3 **Ambiguities.** Ambiguities in the Construction Documents that the Contractor knew of or that a reasonable contractor would have identified and raised with the Owner prior to establishing the GMP.

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.4 **Interdisciplinary Coordination.** Coordination inconsistencies and errors between design disciplines that the Contractor knew of, caused or contributed to, or reasonably should have known of.

.5 **Subcontractor Failure.** A Subcontractor fails to perform or goes bankrupt.

.6 **Escalation of materials, equipment or labor prices.**

.7 **The Contractor's estimating errors**.

.8 **Expediting costs for critical materials.**

.9 **Coordination Claims.** Costs related to Subcontractor Claims or charges that result from mistakes or omissions in Subcontractor buyout, or coordination issues between Subcontractors, or interference between Subcontractor and the Contractor or among Subcontractors.

.10 Delays which were not directly caused by an act or neglect of the Owner, the Architect, the Owner's Consultants, the Owner's separate Contractors, or anyone acting on behalf of any of them.

.11 Work required to comply with applicable code.

§ 3.2.5 The Contractor shall meet with the Owner and Architect to review the GMP proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Contractor that the Owner has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from the Contractor. Following acceptance of a GMP, the Owner and Contractor shall execute the GMP Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The GMP Amendment shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

§ 3.2.7 The Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect to provide revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Amendment. Revisions to the Drawings and Specifications will be included in the 100% Submittal and promptly furnished to the Contractor. The Contractor shall notify the Owner and Architect promptly and in writing of any inconsistencies between the GMP Amendment and the revised Drawings and Specifications and shall comply with the contractual procedure in providing notice and asserting and pursuing any Claim that may arise therefrom. If the Contractor does not provide this notification within thirty (30) days of its receipt of the revised Drawings and Specifications, the revisions shall be considered accepted with no change in the GMP or Contract Time.

§ 3.2.9 The Contractor shall include in the GMP all consumer, use and similar taxes (but not sales taxes on the Contract Sum) for the Work provided by the Contractor that are legally enacted, whether or not yet effective, at the time the GMP Amendment is executed. The only taxes excluded from the GMP and separately reimbursable by the Owner are State and local sales taxes on the Contract Sum.

§ 3.2.10 If, upon establishing the GMP, the GMP varies more than 15% from the budget specified in the RFP due to changes in the scope requested and approved by the Owner, the Fee shall be renegotiated when the GMP is negotiated.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of the revised General Conditions, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the GMP Amendment or, prior to acceptance of the GMP proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Contractor, and any insurance and bond requirements for Work performed prior to execution of the GMP Amendment.

§ 3.3.1.3 Although it will not cause the Construction Phase to commence, the Owner may at any time approve the Contractor's (a) award of a subcontract, (b) undertaking construction Work with its own forces, or (c) issuance of a purchase order for materials or equipment and/or associated services required for the Work. Any Work so approved and undertaken shall comply with and be subject to this Agreement and the revised General Conditions.

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§ 3.3.2 Administration

§ 3.3.2.1 The Contractor shall schedule and conduct weekly progress meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Owner shall prepare and promptly distribute minutes to the Architect and Contractor.

§ 3.3.2.2 Upon the execution of the GMP Amendment, the Contractor shall prepare and submit to the Owner and Architect the Construction Schedule for the Work and submittal schedule in accordance with Section 3.10 of the revised General Conditions and other Contract Documents. The Contractor shall provide regular monitoring and shall update monthly (or sooner in the event of a substantial change) the Construction Schedule as Work progresses. The Construction Schedule shall conform with the requirements of Section 3.10 of the revised General Conditions.

§ 3.3.2.3 The Contractor shall record the progress of the Project. The Contractor shall submit as part of its monthly Application for Payment required by Section 11.1.3.1 of this Agreement, written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The reports shall:

.1 Include information concerning both the entire Project and each subcontract bid package.
.2 Identify variances between scheduled and probable completion dates, and recommend action required to meet scheduled completion dates.
.3 Review the Construction Schedule for portions of the Project not started or incomplete and recommend to the Owner alternate procedures or adjustments to meet the scheduled completion dates.
.4 Provide summary reports for each Construction Schedule update.
.5 Document all significant changes in the Construction Schedule, whether the Owner approves of the change, and the reasons for them.
.6 Record in writing and by photographs the progress of the Project.
.7 Identify significant problems in scheduling together with recommended corrective action.
.8 Maintain and report a QA/QC log.
.9 Document any outstanding RFIs, CCDs, PRs, ASIs and CORs, and risks associated with delayed responses.
.10 List outstanding submittals and risks associated with delayed responses.
.11 Document any outstanding Change Orders and any risks associated with delayed responses.
.12 The status of permits that the Contractor is required to obtain or assist in obtaining.

The Contractor shall also keep, and make available to the Owner and Architect with its monthly Application for Payment or more often as requested by the Owner, superintendent's Daily Report that shall include a record for each day of weather, Subcontractors working at the site, deliveries, Work accomplished, portions of the Work in progress, number and employer(s) of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. The information provided on the Daily Report does not constitute notice of a potential or actual Claim to the Owner.

§ 3.3.2.4 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.1.6.2 and Section 3.3.2.3 above. The Contractor shall include a Project status report in a format acceptable to the Owner, listing (i) all pending and/or approved Change Orders and Construction Change Directives (including amounts), (ii) an analysis of the Specified General Conditions and Negotiated Support Services budget with an explanation of substantial variances from previous budgets, (iii) projected cash flow of construction costs, (iv) an allocation by subcontract bid package and schedule-of-values line item, (v) expenditures to date, (vi) estimates to complete, (vii) forecast at completion, (viii) variances with budget and commitment, and (ix) the items for which the Owner has authorized the Contractor to use the Contractor's Risk Contingency, the cost of those approved items, and the balance of funds remaining in the Contractor's Risk Contingency account.

§ 3.3.2.5 The Contractor shall review and inspect the Work of the Subcontractors on a regular basis (at least as often as described in the Contract Documents) for defects and deficiencies in their Work and for conformance with the Drawings, Specifications and other Contract Documents, and shall stop the Work of Subcontractors if necessary. The Contractor shall provide notification at regularly scheduled progress meetings of any material defects or deficiencies and recommend remedial action. The Contractor shall take the lead role in negotiating and resolving any disputes with

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Subcontractors and obtain the Owner's concurrence or approval of all settlements that may affect the GMP or the Contractor's Risk Contingency before executing change orders with Subcontractors.

§ 3.3.2.6 As part of the Specified General Conditions, the Contractor shall maintain, in good order and on a current basis, a record copy of all subcontracts, purchase orders, Drawings marked to record all changes made during construction, Specifications, addenda, Change Orders, and other Modifications, shop drawings, product data, samples, submittals, inspection reports, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents, and revisions which arise out of subcontracts or Work. These records shall be available to the Owner, and, at completion of the Project, delivered to the Owner.

§ 3.3.2.7 As part of the Specified General Conditions, the Contractor shall provide an adequate number of competent, qualified, and experienced staff consistent with or in excess of that specified in its response to the RFP, and which are on site daily to ensure adequate supervision of Work and ensure adequate decision-making. The staff shall include necessary and appropriate project managers, superintendents, field engineers, engineers, quality control specialists, scheduling engineers, cost engineers, clerical, accounting, data processing personnel, and others so that, among other things:

.1 The Work is performed and coordinated in a timely manner in compliance with the Contract Documents;

.2 Change Order Requests and responses to Construction Change Directives are submitted to the Owner within fourteen (14) days after the Contractor's receipt of the Construction Change Directives;

.3 Responses to correspondence from the Owner, Subcontractors, and Governmental Agencies are provided within seven (7) days after receipt of such correspondence; and

.4 Final Completion is achieved within the timeline identified in Article 9.10 of the revised General Conditions.

§ 3.3.2.8 Changes to personnel in key positions (Contractor's Designated Representative, project executive, project manager, superintendents, preconstruction managers, cost estimators, field engineers, and, if applicable, the project manager and superintendent of the MCCM and ECCM) must be done with a 14-day notice to the Owner and Owner's approval, which may be withheld with reasonable cause. Individuals with an equal or greater level of experience and competencies will be proposed by the Contractor to the Owner and the Architect for evaluation. Approval must be obtained by the Contractor from the Owner prior to any individual being allowed onto the Project Team. A three-month probationary period shall be afforded the Owner to evaluate each new individual. During this period, the Owner has the right to request that a new individual be introduced, and the process started again.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the GMP Amendment, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments of undisputed amounts to the Contractor as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payments when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor and Architect.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Contractor and Architect. The Owner and the Architect, in consultation with the Contractor, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Contractor shall review all documents and data provided, and provide comments, concerns or requests for additional or clarification of information within 21 days of receipt.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, designated wetlands, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Contractor shall review all documents and data provided, and provide comments, concerns or requests for additional or clarification of information within 21 days of receipt.

§ 4.1.4.3 The Owner, when such services are requested and required of and approved by the Owner, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. For existing sites, building record reports provided by the Owner shall suffice.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 4.2 Legal Requirements.
The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not required to furnish legal, insurance and accounting services for the benefit of the Contractor.

§ 4.3 Architect
The Owner shall retain an Architect to provide services on the Project. The Owner shall provide the Contractor with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 5.1 Compensation
§ 5.1.1 For the Contractor's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Contractor as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation for the Preconstruction Services (the "Preconstruction Services Cost") shall not exceed $897,758 and shall be paid on an hourly basis at the rates and for the individuals specified in Exhibit 1 to this Agreement. In addition, the Contractor shall receive compensation during the Preconstruction Phase for costs incurred to perform the Preconstruction Services, including equipment at the hourly rates specified in the attachment. Other additional costs that will be reimbursed when preapproved in writing may include but are not limited to costs of testing, intrusive, or non-intrusive investigation, selective demolition and restoration, copying, blueprints and courier costs. The Contractor shall not be entitled to compensation for negotiation of the GMP Amendment. The Preconstruction Services rates include personnel and consultant costs and all benefits, materials, equipment, taxes, profit and overhead. Costs that would cause the not-to-exceed amount to be exceeded shall be paid by the Contractor without reimbursement by the Owner. The

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Contractor's Fee identified in Section 6.1.2 of this Agreement does not apply to Preconstruction Services, and any savings from any not-to-exceed amount for Preconstruction Services will revert to the Owner.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Contractor and the Contractor's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Preconstruction Work Plan as required by Specification Section 00 05 08

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services shall be limited to the following costs:

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits performing the work.
.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance, medical aid, and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
.4 **S**afety costs not to exceed two percent (2%) of the sum of amounts in .1, .2 and .3 above.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within the agreed upon and approved schedule, through no fault of the Contractor, the Contractor's compensation for Preconstruction Phase services shall be equitably adjusted as determined by the Owner.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Invoices for services shall contain detailed time and material accounting of the costs incurred and shall have supporting backup attached.

§ 5.2.2 Payments are due and payable within 30 days of an approved, fully itemized and fully executed Application for Payment that complies with all contractual requirements, including the specific requirements of Section 11.1.3 of this Agreement. Amounts unpaid thirty (30) days after submission of such contractually compliant Application for Payment shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Contractor.
(Insert rate of monthly or annual interest agreed upon.)

One Percent (1%) per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract after execution of the GMP Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 6.1.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

The Contractor's Fee for the Work during the Construction Phase shall be the fixed, lump sum amount that will be calculated as (1) the percentage specified in the Fee Proposal Form (four and twenty-three hundredth percent (4.23%)) times (2) the MACC negotiated as part of the GMP plus the Negotiated Support Services plus the Specified General Conditions. The Fee shall be applied to any use of the Contractor's Contingency but only as such Contingency is used by the Contractor.

§ 6.1.3 The method of adjustment of the Contractor's Fee for changes in the Work:

In the event a Change Order is issued for a Change in the Work, the percent change in the Contractor's Fee will be the percentage specified above in Section 6.1.2. The Contractor shall also be entitled to proven increased premiums associated with the changed Work for contractually-required insurance and bonds above the amounts already included

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within the Contractor's fixed Specified General Conditions. Upon request, Contractor shall provide the Owner with supporting documentation from its insurer and surety of any associated cost incurred. The Contractor is not entitled to any increased premium on any retainage bond as such bonds are optional. If the Contractor performs Work as a Subcontractor (i.e. on a package on which the Contractor was the low Subcontractor-bidder). The Contractor shall be paid the Subcontractor's Fee as provided in Section 7.5.6 of the General Conditions on changed Work but shall not have the Contractor's Fee stated in 6.1.2 applied to such changed Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

The Fee for changed Work for which the Owner is responsible and which is directly performed by a Subcontractor of any tier, including overhead and profit, is specified in Section 7.5 of the revised General Conditions. If a lower-tier Subcontractor performs changed Work, the Fee of upper-tier Subcontractors is also specified in Section 7.5 of the revised General Conditions. If a Subcontractor is selected under RCW 39.10.385 on a cost reimbursable plus fee basis, then the fee percentage bid by that subcontractor shall also be applied to changed Work performed by that Subcontractor.

§ 6.1.5 Rental rates for Contractor-owned equipment shall not exceed the rates identified in Section 7.5.2 herein.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages shall be established in the GMP Amendment(s).

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

There are no shared savings provisions; all savings shall revert to the Owner.

§ 6.1.8 The Specified General Conditions are in the fixed amount of Two million seven hundred forty-four thousand one hundred ninety-eight 80/100Dollars ($2,331,834.00) based on the level of staffing and project duration known at the time of fee proposal submission. The final Specified General Conditions sum shall be negotiated based on the level of staffing and duration of service required for Contractor's management staff. The unit rates are quoted in the Fee Proposal and Preconstruction Cost Proposal Form.

§ 6.1.9 The not to exceed, lump sum for Negotiated Support Services will be negotiated at the time of establishing the MACC.

§ 6.2 Guaranteed Maximum Price

The Contractor guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work, Negotiated Support Services, Specified General Conditions, the Contractor's Risk Contingency, plus the Contractor's Fee exceeds the GMP, the Contractor shall bear such costs in excess of the GMP without reimbursement or additional compensation from the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue, via the Architect, such changes in writing. The Contractor may be entitled to an equitable adjustment in the GMP and/or Contract Time consistent with the requirements of the Contract Documents as a result of changes in the Work.

§ 6.3.1.1 The Owner or Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction which would not result in changes to the GMP or the Contract Time.

§ 6.3.2 Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in Article 7 of the revised General Conditions.

§ 6.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of the revised General Conditions and the term

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"costs" as used in Section 7.3.7 of the revised General Conditions shall have the meanings assigned to them in Section 7.5 of the revised General Conditions and shall not be modified by Sections 6.1 and 6.2, Sections 7.1 through 7.6, and Section 7.9 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts and the Contract Documents.

§ 6.3.4 In calculating adjustments to the GMP, resulting from changes in the Work, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 6.1.2 of this Agreement.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean the actual, net costs reasonably and necessarily incurred by the Contractor in the proper performance of the Work, without overhead, profit, fee or markup. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel are included in the Specified General Conditions and not separately reimbursable.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site are included in the Specified General Conditions and so are not separately reimbursable.

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, are included in the Specified General Conditions and not separately reimbursable.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law for taxes, insurance, contributions, assessments and benefits and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. This does not include insurance required by the Contract Documents, which costs are included within the Contractor's Fee. Costs paid or incurred by the Contractor for vacations, bonuses, travel, stock options, deferred compensation, or discretionary payments to employees are not directly reimbursable. As part of the GMP Amendment, the parties shall agree to a wage burden rate for all workers, which will be fully burdened, including all the wage-based costs, and fixed for the duration of the Contract time. Burden rates, including any agreed burden rates, are subject to the Owner's audit to confirm that the burden has been correctly calculated and applied in accordance with the Contract Documents.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. The Contractor shall maintain a procedure for the review, processing and payment of applications by the Subcontractors for progress and final payments, all in accordance with the terms and conditions of the Contract Documents. The Contractor shall verify the completeness of all applications for payment and assemble and check all supporting documentation required by the Contract Documents or by the subcontracts with respect to each Application for Payment, including all lien waivers and releases.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction, except costs of on-site storage and handling of materials, which are included under Specified General Conditions and are not separately reimbursable.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold or returned by the Contractor. Any amounts realized from such sales or returns shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.4.3 Notwithstanding the above, costs of material and equipment directly procured by the Contractor (and not bid through a subcontract package) and incorporated in the completed construction will generally be included in Negotiated Support Services.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges, not to exceed the local fair market rental costs, actually paid to non-related third parties for items including, but not limited to, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are not provided by the Contractor at the site and the costs of transportation, installation, minor repairs, dismantling and removal. Rentals from the Contractor or any entity in which the Contractor or one or more of its Owner has a direct or indirect ownership interest shall be separately calculated and rental costs shall be determined in accordance with the methodology provided by Section 7.5.3 of the General Conditions.

§ 7.5.3 Costs of street cleaning, removal of rubbish and debris from the site of the Work and its proper and legal disposal will be included in Negotiated Support Services, except where such costs are normally included in a trade subcontract, in which case such costs will be considered a Cost of the Work.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office are included in Specified General Conditions and are not separately reimbursable, except for the costs of document reproduction for subcontractor bidding which are a reimbursable Cost of the Work.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.5.6 Notwithstanding the above, costs of other material and equipment, temporary facilities and related items procured by the Contractor will generally be included in Negotiated Support Services, but some may be designated for inclusion in the Specified General Conditions. Reference the Cost Responsibility Matrix Exhibit for clarification of such items. All furniture, technology, communication (including cell phones), personal transportation (including pickup trucks) and clerical equipment therein, temporary controls (except cleaning and erosion controls), project identification and temporary signage, and delivery by the Contractor, on-site storage, sheds and handling are Specified General Conditions.

§ 7.6 Miscellaneous Costs

§ 7.6.1 The actual, net costs of premiums for that portion of insurance, exclusive of builder's risk insurance, and bonds required by the Contract Documents that can be directly attributed to this Contract are included in the Specified General Conditions and are not separately reimbursable. Builder's risk insurance shall be included as a part of the Negotiated Support Services, unless the Owner elects to procure the builder's risk insurance directly.

§ 7.6.2 Use or similar taxes, B&O and income taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable are included in the Fee and are not separately reimbursable. Sales tax on the Contract Sum is paid with and based upon each Application for Payment.

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§ 7.6.3 Fees and assessments for Project-specific permits, licenses and inspections of governmental authorities having jurisdiction for which the Contractor (but not Subcontractors) is required by the Contract Documents to pay shall be included as part of the Negotiated Support Service.

§ 7.6.4 Fees of laboratories for tests required of the Contractor by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of the revised General Conditions or by other provisions of the Contract Documents.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the GMP. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of the revised General Conditions or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 7.6.6 Costs for electronic equipment and software, including computers, are included in Specified General Conditions and are not separately reimbursable.

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work are included in Specified General Conditions and are not separately reimbursable.

§ 7.6.9 The cost of preapproved warehousing of stored materials or equipment subsequently incorporated into the Work are covered by the Specified General Conditions and are not separately reimbursable.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work may be allowed as a reimbursable cost of the Work with the Owner's prior written approval. This does not include commuting or travel related costs from the Contractor's home office or from any personnel's home, as these costs are covered by the Specified General Conditions and are not separately reimbursable.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, as revised.

§ 7.7.3 Negotiated Support Services

Negotiated Support Services by the Contractor may be accomplished and will be reimbursed as Costs of the Work within the GMP, consistent with Cost Responsibility Matrix Exhibit, only as follows:

.1 Negotiated Support Services described and included in the GMP.

.2 Units of Negotiated Support Services may be accomplished by the Contractor during the Construction Phase, subject to prior written Owner approval, if the Cost of the unit of the Work is less than $35,000.

.3 Subcontractor bidding requirements are not applicable to Negotiated Support Services.

Overhead and profit shall not be contained within the Negotiated Support Services as the Fee is applied to the Negotiated Support Services.

§ 7.7.4 Specified General Conditions

The fixed, lump sum contained in the Contractor's response to the RFP for certain identified general conditions Work and services, consistent with the Cost Responsibility Matrix Exhibit, to be provided by the Contractor as Specified

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General Conditions. The Specified General Conditions Work is to be performed by the Contractor with its own forces in most instances and also includes any Preconstruction Services and activities that occur after the GMP is established through execution of the GMP Amendment. Overhead and profit shall not be contained within the fixed, lump sum Specified General Conditions amount as the Fee is applied to the Specified General Conditions.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below, as all such items are covered by the Contractor's Fee or are at the Contractor's risk:

.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2.1, or as may be provided in Article 11;

.2 Expenses of the Contractor's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.5 Costs due to the negligence or failure of the Contractor, Subcontractors of any tier and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the GMP to be exceeded;

.8 Costs for services incurred during the Preconstruction Phase except as specifically allowed herein;

.9 Direct payments by the Owner (if any) for the building permit and related permits, reserve capacity fees, and plan-check fees, including SEPA, design review, and land use fees are not a part of the Cost of the Work or the GMP;

.10 Overtime wages, unless preapproved by the Owner;

.11 Main or home office accounting, data processing, software, hardware or computer-related costs not included in the Specified General Conditions;

.12 Penalties and fines imposed by a governmental entity;

.13 Safety costs not included in the Negotiated Support Services or Specified General Conditions;

.14 Liquidated damages;

.15 Except as included within the Specified General Conditions or as allowed under Section 7.1 through 7.7, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office;

.16 Legal, consultant, or claims-related expenses;

.17 Warehousing in the Contractor's facility;

.18 Bonuses, profit sharing, incentive compensation and other discretionary payments; and

.19 Business licenses.

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ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained. If the Contractor is offered discounts and/or rebates based upon prompt payment, the Contractor shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity, the Contractor may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Contractor does not provide the Owner the opportunity to participate, then the Contractor may only charge the net costs after consideration of discounts and rebates. The Contractor shall notify the Owner in a timely manner of the availability of such cash discounts, rebates, or refunds.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Contractor shall comply with the applicable requirements of RCW 39.10 and the approved Subcontracting Plan, and the provisions of RCW 39.10 shall take precedence over any inconsistent provisions of the Contract Documents except to the extent that the Contract Documents are explicit in matters such as how the Fee is applied. Except as specified below, the Contractor shall assemble the bidding materials, manage the bidding process, and shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. Unless all bids are rejected, subcontract bid packages shall be awarded to the "responsible" and responsive bidder submitting the low responsive bid. Determination of "responsibility" shall comply with the requirements of RCW 39.10, RCW 39.04.350, and other applicable Washington law.

.1 Other than Work under the Specified General Conditions and Negotiated Support Services, all Work on the Project shall be competitively bid as required by RCW 39.10. The Contractor may, subject to RCW 39.10 and the Subcontracting Plan, organize and solicit bids for the subcontract work in manners allowed by RCW 39.10, but the Contractor may not use alternates without approval of the Owner.

.2 The Contractor shall bid out the subcontract bid packages in accordance with its approved Subcontracting Plan. The Contractor shall document and report monthly to the Owner on its procurement process. The Owner's written approval is required for changes to the Subcontracting Plan.

.3 Before initially soliciting bids for the first subcontract bid package, the Contractor shall submit, and the Owner shall reasonably approve, final bid package estimates for all subcontract bid packages in the approved Subcontracting Plan. The sum of all the final bid package estimates in the Subcontracting Plan shall not exceed the MACC.

.4 When in the best interests of the Project and when critical to the successful completion of a subcontract bid package and the Owner consents, the Owner and Contractor may make a prebid determination of Subcontractor eligibility in accordance with RCW 39.10. In addition, if the anticipated subcontract value will exceed $3 million and the Owner consents, the Contractor may select a Subcontractor in accordance with the alternative procedure specified in RCW 39.10.385 and following the approval requirements of RCW 39.10.

.5 As part of its Subcontracting Plan, the Contractor shall promptly notify the Owner of Work (other than Negotiated Support Services and Specified General Conditions) that it will seek to self-perform. The Contractor, including its subsidiaries and affiliates, may bid on a subcontract bid package if the Work within the subcontract bid package is customarily performed by the Contractor, if the Contractor has, in the Owner's reasonable opinion, aggressively sought competition, if the bid opening is managed by the Owner, if notification of the Contractor's intention to bid is included in the public solicitation of bids for the bid package, and if the Contractor otherwise complies with RCW 39.10. In no event may the total value of subcontract work performed by the Contractor exceed thirty percent

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(30%) of the MACC negotiated as part of the GMP Amendment. The Contractor must provide staff to superintend and manage Work it performs in subcontract bid packages with individuals separate and distinct from the staff involved in the overall management of this Contract. The Contractor shall coordinate subcontract bid package Work it performs with the Work of Subcontractors.

.6 The Contractor shall require a bid bond from Subcontractors bidding Work expected to cost more than $300,000, and all Subcontractors awarded a subcontract in excess of $300,000 shall provide a performance and payment bond for the subcontract amount. The costs of such Subcontractor bonds must be included within the Subcontractor's bid price.

.7 The Contractor's solicitations of subcontract bid packages shall be made in accordance with the following procedures:

.1 A representative from the Owner will be present at each bid opening to observe the procedure.

.2 The Contractor shall advertise solicitations for bids at least fourteen (14) days in advance of the bid opening date in the Columbian and Portland Daily Journal of Commerce. In addition, Contractor shall post a notice on the OMWBE website of the bid opportunity.

.3 Bidders may obtain the bid results by telephone from the Contractor.

.4 Responsiveness requirements and bidding procedures will be described in each solicitation and shall be reviewed with the Owner prior to advertising a bid package solicitation.

.8 The services performed by the Contractor in soliciting subcontract bid packages are covered under the Preconstruction Services Fee for packages bid prior to the GMP Amendment, and shall be covered by the Specified General Conditions for all packages bid subsequent to execution of the GMP Amendment.

.9 The Contractor shall ensure compliance with RCW 39.10 and 39.04.350 and with all the above requirements for Subcontractor solicitation, and subcontracts shall conform to the requirements of RCW 39.10 and 39.04.350.

.10 The Contractor shall promptly contract with the selected bidder, and in no case longer than forty-five (45) days unless otherwise approved by Owner, and shall promptly deliver a copy of each subcontract to the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee, except for any contracts awarded under RCW 39.10.385 which shall include a maximum allowable subcontract cost. If a Subcontract is awarded under RCW 39.10.385, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor, and these Subcontractors shall be audited prior to final payment in accordance with Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Contractor and any cost-reimbursable Subcontractors shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. This requirement also applies to any Subcontractor of any tier that submits a Claim. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, including electronically, the Contractor's and Subcontractors' original records and accounts, including complete documentation supporting accounting entries, books, ledgers, computerized records, daily reports, emails, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract, the Project, or any Claim. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Contractor and its Subcontractors shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted in compliance with the Contract Documents to the Owner by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Contractor's submission of this Application constitutes a certification that the Work is current on the Construction Schedule, unless otherwise noted on the Application. The Application shall be in a form acceptable to the Owner.

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§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 11.1.3 Applications for Payment

§ 11.1.3.1 Draft Application. By the twenty-first (21st) day of each month, the Contractor shall submit to Architect and Owner a report on the current progress of the Work, projected to the end of the month, as compared to the Contractor's Construction Schedule, an updated Construction Schedule, and a draft, itemized Application for Payment for Work projected to the end of the month and prepared on AIA G 702 & G 703 forms or similar, approved by the Owner. This shall not constitute a payment request. The Contractor, the Architect and the Owner shall meet within the next five (5) days and confer regarding the current progress of the Work, projections, and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from Subcontractors of any tier, lien releases, and certified payroll records, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

§ 11.1.3.2 Payment Request. Within ten (10) days after the Contractor, the Owner, and the Architect have met and conferred regarding the updated draft application for payment, and the Contractor has furnished all progress information required and all data requested by the Owner or Architect under Section 11.1.3.1 above, the Contractor has submitted current meeting minutes, daily reports, as-built drawings and commissioning logs (if requested) and an updated (bar chart) Construction Schedule, the Contractor may submit a payment request in the agreed-upon amount, in the form of an itemized Application for Payment, for Work properly performed during the prior calendar month on City specified forms or similar, form supplied or approved by the Owner, along with a lien release on a form approved by the Owner from each Subcontractor for whose Work the Owner paid the Contractor for the prior month. The Application shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made. Any payment request shall not be valid unless it complies with the requirements of the Contract Documents and the Contractor submits all documentation required by the Contract Documents. The submission of the Application for Payment constitutes a certification that the Work is current on the Construction Manager's Construction Schedule, unless otherwise noted on the Application for Payment.

§ 11.1.3.3 Payment. See Section 9.6.1 of the revised General Conditions.

§ 11.1.3.4 Disputed Amounts. If the Contractor believes it is entitled to payment for Work performed during the calendar month under review, in addition to the agreed-upon amount, the Contractor may, also within seven (7) days after the meeting in Section 11.1.3.1, submit along with the approved Application for Payment a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount sought.

§ 11.1.3.5 Stored Materials. If authorized by the Owner, an Application for Payment may include a request for payment for material delivered to the Project site and suitably stored and for completed preparatory Work. An Application for Payment may include a request for payment for material stored off the Project site if authorized in writing by the Owner and provided that the Contractor complies with or furnishes satisfactory evidence of the following:

.1 The material will be placed in a bonded warehouse that is structurally sound, dry, lighted, secure and suitable for the materials to be stored; temperature conditioned as needed determined by items being stored per manufacturer's recommendations.

.2 The warehouse is approved in writing by the Owner. The Owner generally will not approve locations beyond a 25-mile radius of the Project absent special circumstances.

.3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project, clearly labeled and tied to a detailed itemized inventory list).

.4 The Contractor furnishes the Owner a certificate of insurance extending the Contractor's insurance coverage for damage, fire and theft to cover the full value of all materials stored, or in transit.

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.5 The warehouse (or secure portion thereof) is continuously under lock and key, and only the Contractor's authorized personnel shall have access.

.6 The Owner shall at all times have the right of access to stored materials in the possession of the Contractor.

.7 The Contractor assumes total responsibility for the stored materials.

.8 The Contractor furnishes to the Owner proofs of title bearing the Owner's name, satisfactory evidence that the Contractor has paid for the materials in question, certified lists of materials stored, bills of lading, invoices, photographs and other information as may be required, and shall also furnish notice to the Owner when materials are moved from storage to the Project site.

§ 11.1.4 With each Application for Payment, the Contractor shall submit the reports required in Section 3.3 and its current detailed computerized substantiation (such as a detailed job cost report) and lien releases; the Contractor shall also submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence if requested by the Owner or Architect. The Contractor may be required to account on a monthly basis as part of its Application for Payment for the Cost of the Work for certain portions of the Project that the Owner defines prior to setting the GMP – such Costs of the Work will include allocation of Specified General Conditions as well as building system and other shared costs. Upon request, the Contractor shall demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee, plus (3) payrolls for the period covered by the present Application for Payment.

§ 11.1.4.1 As a part of its Application for Payment, the Contractor shall promptly, following the date of execution of the GMP Amendment, prepare a comprehensive list of equipment that it anticipates to use on the Project, whether owned or rented. The Contractor shall maintain and submit to the Owner monthly a detailed equipment inventory of all equipment it has purchased and charged as a Cost of the Work or job-owned through aggregate rentals and shall prepare an equipment rental report that identifies the equipment rented for the month and identifies the source of the rented equipment. The inventory shall include (1) the original acquisition cost and date, (2) the Owner-approved fair market value of the equipment when first used on the Project, and (3) the final disposition.

§ 11.1.5 At least thirty (30) days before the first Application for Payment, the Contractor shall submit to the Owner and Architect a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. These schedules, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Each Application for Payment shall be based on the most recent Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire GMP among the various portions of the Work, except that the Contractor's Fee, Negotiated Support Services, Specified General Conditions, and Contingency shall be shown as single separate items. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.

§ 11.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of the revised General Conditions, subject to approval limits and process defined by Owner's Change Order policy;

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.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Contractor's Fee. The Contractor's Fee shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;

.6 Subtract amounts, if any, for which the Architect or Owner has withheld or nullified a Certificate for Payment or the Owner has withheld payment as provided in Section 9.5 of the revised General Conditions;

.7 Subtract the statutory retainage of five percent (5%) of the completed Cost of the Work (items .1 - .6 above) as a fund for the protection and payment of the claims of any person or entity arising out of the Work and the State with respect to taxes, pursuant to RCW 60.28, if a retainage bond is not presented.

.8 Subtract the amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a Certificate for Payment as provided in Article 9 of the revised General Conditions; and

.9 Subtract the amount for Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the revised General Conditions.

§ 11.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 11.1.9 In taking action on the Contractor's Applications for Payment, the Architect and Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect or Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 11.1.4 or other supporting data; that the Architect or Owner has made exhaustive or continuous on-site inspections; or that the Architect or Owner has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner. Payment by the Owner shall not constitute final approval of the Work done or the amount due.

§ 11.1.10 The Contractor shall obtain Affidavits of Wages Paid from each Subcontractor of any tier following the Subcontractor's completion of its Work on the Project.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum including incentive or reduction for Apprenticeship program, if applicable except for statutory retainage, shall be made by the Owner to the Contractor within 30 days of the Owner's Final Completion of all the Work under the Contract, which shall occur when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of the revised General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work (including final accountings from any cost reimbursable Subcontractors) and a final Application for Payment;

.3 Final Completion has been achieved;

.4 a final Certificate for Payment has been issued by the Architect; and

.5 the requirements for Final Acceptance in the revised General Conditions are met.

.6 Affidavit of Wages Paid forms have been approved for the Contractor and each Subcontractor of any tier.

The Owner's final payment to the Contractor shall be made in accordance with the Contract Documents.

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§ 11.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting (including the final accounting of any mechanical and/or electrical subcontracts under RCW 39.10.385) within 60 days after delivery of the final accounting to the Architect and Owner by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 11.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the revised General Conditions. The time periods stated in this Section supersede those stated in Section 9.4.1 of the revised General Conditions. Neither the Architect nor the Owner is responsible for verifying the accuracy of the Contractor's final accounting. The Owner's final accounting shall not preclude or in any way limit the Owner from exercising its rights of audit under other provisions of this Contract.

§ 11.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to invoke the dispute resolution procedure of Article 15 of the revised General Conditions. Commencement of the dispute resolution procedure for the disputed amount shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to commence the dispute resolution procedure within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the undisputed amount in the final Application for Payment.

§ 11.2.4 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Section 7.1.1 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Disputes

All Claims shall be brought and resolved in accordance with Article 15 of the revised General Conditions.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the GMP Amendment

§ 13.1.1 If the Owner and the Contractor do not reach an agreement on the GMP, which agreement can only be established through execution of the GMP Amendment by both parties, the Owner may terminate this Agreement upon not less than seven days' written notice to the Contractor, and the Contractor may terminate this Agreement, upon not less than seven days' written notice to the Owner. Notwithstanding anything herein to the contrary, the Owner shall maintain the right to terminate for cause or convenience as described in Article 14 of AIA Document A201, as revised.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Contractor shall be compensated for Preconstruction Phase services and Work reasonably and necessarily performed prior to receipt of a notice of termination, not to exceed the approved Preconstruction Services costs, in accordance with the terms of this Agreement. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the GMP Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Contractor for the Owner's convenience and without cause, or for cause, and the Contractor may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017, as revised.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Contractor shall be equitably compensated for Preconstruction Phase services and Work reasonable and necessarily performed prior to receipt of a notice of termination. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the GMP Amendment, the Owner shall pay to the Contractor an amount calculated as follows, which amount shall be in addition to any compensation paid to the Contractor under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

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.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services; and

.4 Adjust for statutory retainage in accordance with RCW 60.28.

§ 13.1.6 The Owner shall also pay the Contractor fair compensation, to the extent permitted in Sections 7.1 through 7.8 and not excluded by Section 7.9 of this Agreement, either by purchase or rental at the election of the Owner, for any equipment purchased solely for the Project and now owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Contractor for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated and unless the Owner has already paid the Contractor for such related costs. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Contractor will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Contractor the costs necessarily incurred by the Contractor because of such termination but only if the Owner authorized the execution of the Subcontract or if the Owner and Contractor executed a GMP Amendment covering that Subcontractor's portion of the Work.

§ 13.2 Termination or Suspension Following Execution of the GMP Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as revised. This Section 13.2 applies after the Owner and Contractor have executed the final GMP Amendment, not initial Early Bid Package Amendments (commonly referred to as mini-MACCs). Any termination prior to the execution of the final GMP Amendment shall be addressed through Section 13.1.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A201–2017, as revised.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience the Owner shall pay the Contract a fee in accordance with Article 14 of AIA Document A201–2017, as revised

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as revised; in such case, the GMP and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, as revised, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017, as revised, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, as revised, neither party to the Contract shall

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assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.3 Insurance and Bonds
§ 14.2.1 The Contractor shall maintain the insurance and provide bonds as set forth in the Contract Documents, including Article 11 of the revised General Conditions.

§ 14.3 Project Information.
§ 14.3.1 The Contractor and all Subcontractors shall submit Project information required by the state Capital Projects Advisory Review Board.

§ 14.4 Permits, Fees and Notices
§ 14.4.1 The Owner will obtain and pay directly for any permits and governmental fees listed as the Owner's responsibility in the Specifications. Except for Subcontractor permits and fees, the Contractor shall obtain all additional permits and licenses necessary for the execution of the Work and pay all permit, utility, miscellaneous, and ancillary fees required. The costs of such permits and licenses shall be as an allowance in the Negotiated Support Services, except for Subcontractor permits, fees, and licenses which costs shall be included within the subcontract bid packages. Subcontractor bid packages shall include all permits and fees necessary for such Subcontractors to perform their work, including without limitation all fees, licenses, permits, plan check fees for deferred submittals, application fees and review fees for any and all shop drawings or bidder designed systems, any inspection fees not covered by the initial building permit fee, including reinspection fees, government fees, Department of Labor and Industries fees, renewals and penalties, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work. The Owner will not pay, and the Contractor will not be reimbursed for, license fees or any renewals or penalties. Any such costs not paid for by the Owner shall be covered by the Specified General Conditions.

§ 14.4.2 The Contractor shall coordinate and schedule all Work with permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority as necessary to timely obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work.

§ 14.4.3 The Contractor will be responsible for providing information to the Department of Labor and Industries and/or local jurisdiction.

§ 14.4.4 The Contractor will be responsible for any renewals of and penalties arising from the building permit and other permits and governmental fees.

§ 14.4.5 The Contractor shall provide copies of all approved permits to the Owner within 5 business days of receipt of such permits.

§ 14.4.6 Prior to Final Acceptance, the approved, signed permits shall be delivered to the Owner. Certificates of inspection, use, and occupancy shall be delivered to Owner upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved Construction Schedule.

§ 14.4.7 In the event of any conflict between the permit requirements and the Contract Documents, the requirements of the permit shall take precedence and Contractor shall not be entitled to any change in the Contract Sum or Contract Time.

§ 14.5. 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.

ARTICLE 15 SCOPE OF THE CONTRACT
§ 15.1 This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Contractor.

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§ 15.2 The following documents comprise the Contract:

.1 AIA Document A133™–2019, as revised, Standard Form of Agreement Between Owner and Contractor as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a GMP
.2 AIA Document A133™-2019, Exhibit A, GMP Amendment, if executed
.3 AIA Document A201™–2017, as revised, General Conditions of the Contract for Construction
.4 Other documents, if any, listed below:

RFP dated November 15, 2024
RFFP dated March 3, 2025
Contractor's Response to RFP dated January 15, 2025
Contractor's RFFP Final Proposal Form dated March 25, 2025
Contractor's Schedule dated _____
Addenda 1 through 2
Exhibit 1 – Pre-Construction Work Plan
Exhibit 2 – Cost Responsibility Matrix

This Agreement is entered into as of the day and year first written above.

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Skanska USA Building Inc
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Nena Cook, City Attorney	

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Vancouver Public Works Operations Campus, 8713 NE 94th Avenue, Vancouver, WA 98662

THE OWNER:
(Name, legal status and address)

City of Vancouver, PO Box 1995, Vancouver WA 98668-1995

THE ARCHITECT:
(Name, legal status and address)

TFC Architecture, 124 N I St, Tacoma WA 98403

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner or Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (although the Owner does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier), (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction services and administrative procedures required by the Contract Documents, whether completed or partially completed and whether new construction or modification of existing structures, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. Where the Work requires construction that modifies or interfaces with existing structures, the Contractor shall ensure that the Work is compatible and interfaces with the as-built conditions of the existing structures.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, the Project Manual, studies, surveys, models, sketches, drawings, specifications, and other similar materials through which the Work to be executed by the Contractor is described.

§ 1.1.8 Project Manual

The Project Manual is a volume or volumes usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, Specifications, and other related materials such as construction details and schedules.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results and design intent.

§ 1.2.2 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.3 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade, nor shall it remove the Contractor's obligation to complete all of the Work when coordination between the Specifications and the Drawings or coordination between subcontracts is required.

§ 1.2.4 Unless otherwise stated in the Contract Documents, words not defined in the Contract Documents that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.5 If the Contractor discovers that the Specifications, Drawings, or Project Manual fail to particularly describe the material or kind of goods to be used in any place or discovers an inconsistency or ambiguity between the Specifications, Drawings, or Project Manual or an inconsistency or ambiguity arises internally within the Specifications, Drawings, or Project Manual, then the Contractor shall make inquiry of the Architect as to what is best suited. Upon review and acceptance by Owner and Architect, the material that a competent contractor, having participated in a preconstruction phase and following accepted construction industry standards, would use in its place to produce first quality finished Work shall be considered a part of the Contract without adjustment to the GMP or Contract Time. If the Contractor discovers such an inconsistency or ambiguity and fails to notify the Architect, there shall be no adjustment to the GMP or Contract Time.

§ 1.2.6 In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority, with an Addendum or a revision to a Contract Document having precedence over the original document and later Addenda having precedence over earlier:

.1 Agreement (revised A133-2019, including exhibits) (written amendments having precedence)
.2 Any Supplementary Conditions
.3 These revised General Conditions (A201-2017)
.4 Any Special Conditions
.5 Specifications
.6 Drawings (large-scale having precedence over small-scale, and written or computed dimensions having precedence over scaled dimensions)
.7 RFP and RFFP Documents
.8 Material and Systems Schedules

In the event that Work is shown on Drawings but not contained in Specifications, the Work as shown shall be provided at no change in the GMP or Contract Time, according to specifications to be issued by the Architect that are consistent with and reasonably inferable from the Work shown on the Drawings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in this document, (3) the titles of other documents published by the American Institute of Architects, or (4) published codes and standards.

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§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation. Specification and Drawing notes may include incomplete sentences where words such as "shall," "shall be," "the Contractor shall," and similar phrases shall be supplied by inference. The term(s) "approved," "or approved" and "as approved" mean approved by the Architect, and by any governing codes and officials, and by any quality standards specified as applicable to the work in question. "As directed" means as directed by the Architect or the Owner. The term "provide" means to furnish and install. The term "as required" or "as necessary" means as required by applicable codes or standards, and/or as may be required for proper completion of the work. Divisions and Sections included are listed in the "Table of Contents," together with the number of pages in each Section. The Contractor shall check its copies of the Specifications with the "Table of Contents" to ensure that they are complete

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall, subject to any right of the Owner, be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will, subject to any right of the Owner, retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work under the Contract Documents and with respect to the Project. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. All copies of the Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Contractor may retain one record set. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

Contractor acknowledges that drawings, specifications, Instruments of Service, or any other information or documentation that Contractor receives in digital form, including but not limited to any building information model, may contain transmission or translation errors and are issued for convenience only, and thus Contractor may only rely upon hard copy documents and digitally signed pdfs. Any electronic files other than digitally signed pdf files may be provided for the convenience of the Contractor only. Neither the Architect nor the Owner shall be liable for any inaccuracy or incompleteness in information contained in an electronic copy other than digitally signed pdf files of an Instrument of Service. Electronic files other than digitally signed pdf files are not Contract Documents and cannot be relied upon as identical to the Contract Documents. Use of information contained in electronic files other than digitally signed pdf files is at the Contractor’s risk and without liability to the Architect or the Owner. The Contractor may be required to execute the Architect’s electronic document release to obtain the Instruments of Service other than hard copy and digitally signed pdf files. To the extent that the Contractor or its Subcontractors of any tier create building information models for the Project, Contractor shall share such building information models with the Owner upon Substantial Completion.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner of this Project is the City of Vancouver. The Owner shall designate in writing one or more Designated Representative(s) who is/are authorized in writing to act on behalf of Owner with respect to specific Owner rights and responsibilities under the Contract. No officer, agent, representative, or employee of the Owner shall be personally responsible for any liability arising under the Contract.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 14.4 of the Agreement, the Owner shall secure and pay for necessary environmental approvals, easements, assessments and related charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor is responsible to secure and pay for licenses and all other permits, subject to Section 14.4 of the Agreement.

§ 2.2.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative and does not include any employees of the Owner.

§ 2.2.3 If the employment of the Architect terminates, the Owner shall employ a successor and whose status under the Contract Documents shall be that of the Architect.

§ 2.2.4 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor should assume that the locations of any underground or hidden utilities, active or abandoned underground tanks, plumbing or electrical runs indicated in the survey or Contract Documents are shown in approximate locations, but the Contractor is responsible for making all utility location checks and verifications. The Contractor is responsible for performing all utilities investigation and location work to determine the precise locations thereof. The Contractor shall not damage or interrupt utilities or utilities services of any kind. The Contractor shall bear the risk of loss arising out of its Work which directly or indirectly damages or interrupts any utilities or utilities services, or causes or contributes to damages of any nature, except in the case where the loss resulted because the utility location information provided by Owner or Utility Provider was inaccurate.

§ 2.2.5 The Owner shall, upon reasonable written request, furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.6 Unless otherwise provided in the Contract Documents, upon written request the Owner shall furnish to the Contractor one digital copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly or materially fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of itself or the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue to make reasonable progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In the event such deficiencies threaten the health or safety of the Owner's employees or occupants, or exist within fourteen (14) calendar days of the date on which the Owner is scheduled to begin operations at the Project, the Owner may immediately proceed to

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correct such deficiencies without notice. In either such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. The right of the Owner to correct the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The Owner's exercise of its rights under the Section shall not adversely affect any warranties applicable to the Project.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved or accepted pursuant to Section 3.12.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract and the GMP Amendment by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated its personal observations with the requirements of the Contract Documents. By executing this Contract and the GMP Amendment, the Contractor represents and acknowledges that the GMP is reasonable compensation for all the Work, that the Contract Time is adequate for the performance of the Work, and that it has carefully examined the Contract Documents and the Project site, including any existing structures and access thereto, and any drawings of the existing conditions available from the Owner, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, products, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface conditions and other foreseeable matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, local regulations, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, utilities, drainage; availability and condition of roads; normal climatic conditions and season; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Contractor to fully acquaint itself with any such condition or matter shall not in any way relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents and within the Contract Time and the GMP and shall not be the basis of a Claim.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.4, shall take field measurements and verify any existing conditions, including all general reference points and any interfering existing conditions, related to that portion of the Work, and shall observe any conditions at the site affecting it and shall carefully compare and verify such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors,

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omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. The Contractor shall comply with all applicable federal, state, county and city laws, ordinances, rules and regulations, including, but not limited to, the latest applicable versions of:

.1 International Building Code (with Washington State amendments);
.2 Uniform Plumbing Code;
.3 Uniform Mechanical Code;
.4 International Fire Code;
.5 National Electrical Code;
.6 Washington State Energy Code;
.7 Washington State Rules and Regulations for Barrier-Free Design;
.8 Americans With Disabilities Act (ADA);
.9 American National Standards Institute (ANSI A117.1)
.10 Federal and State Safety Codes as adapted and/or modified by State and Local Ordinances; and
.11 Any applicable municipal codes.

§ 3.2.4 Subject to the restrictions in Sections 3.2.4 and 3.2.4.1.4 of the Agreement as to what constitutes a compensable design error or omission, if the Contractor believes that additional cost or time is involved because of any design errors or omissions or inconsistencies noted by the Contractor, or clarifications or instructions issued by the Owner or Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit any Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.5, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Owner and the Architect. If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents or reports referenced therein without such notice to the Owner and the Architect, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

§ 3.2.5 Any investigations of hidden or subsurface conditions by Owner or its consultants have been made for design purposes. There is no guarantee, express or implied, that the conditions indicated are representative of those existing throughout the site or that unforeseen developments may not occur. Contractor is solely responsible for reasonably interpreting the information and extrapolating beyond the testing location, including each individual boring, test pit or other location. At Owner's request, Contractor shall make available to Owner the results of any site investigation, test borings, analyses, studies, or other tests conducted by or in possession of Contractor or any of its agents. Contractor represents that it is familiar with the Project Site and has reviewed all information made available to Contractor or listed in the Contract Documents, including the soils report and civil plan referred to therein concerning the conditions of the Project Site. Contractor shall undertake such further investigations and studies as may be necessary or useful to determine Project conditions with pre-approval from Owner. Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.

§ 3.2.6 The Contractor shall do no work, except work related to means and methods and temporary controls, without applicable Drawings, Specifications, or written modifications or, where required, Shop Drawings, Product Data, or Samples, unless instructed to do so in writing by the Architect and the Owner.

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§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, assembly details and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall review any such specific instructions concerning construction means, methods, techniques, sequences, assembly details or procedures, shall evaluate the jobsite safety thereof, and shall advise the Owner and Architect (a) if the specified instruction or procedure deviates from what the Contractor considers to be good construction practice or jeopardizes jobsite safety, (b) if following the instruction or procedure will negatively affect any warranties, or (c) if the Contractor objects to the instruction or procedure. The Contractor shall propose alternative instructions or procedures acceptable to the Contractor, for which no increase in the GMP or Contract Time will be made. The Contractor shall not proceed with such alternative instruction or procedure without the written acceptance of the Owner and the Architect, and the Contractor shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's principals, agents, employees, Subcontractors of any tier and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors of any tier.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. Under no condition shall a section of Work proceed prior to preparatory work having been completed, cured, dried and otherwise made satisfactory to receive the related Work. Responsibility for timely installation of all materials and equipment rests solely with the Contractor, who shall maintain coordination control at all times. The Contractor shall require its Subcontractors of any tier to be familiar with all aspects of the Contract Documents related to their Work. The Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work that has been executed to receive its Work and has notified the Contractor (who shall notify the Owner and Architect in writing) of any defects or imperfections in preparatory work that will, in any way, affect satisfactory completion of the Work. The lack of such notification, or the failure of the Contractor to inspect such portions of the Work, shall constitute an acceptance of preparatory work and a waiver of any later claim of defect therein.

§ 3.3.4 The Contractor shall perform such detailed examination, inspection and quality control and surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents, including the then current issue of the Drawings, Specifications, and accepted Shop Drawings. The Contractor shall be responsible for examination, inspection and quality control and surveillance of all Work performed by any Subcontractor of any tier. The Contractor shall determine when it is necessary to perform, and shall perform, tests (as a Cost of the Work and in addition to those requested by the Owner or required by the Specifications or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents. The Contractor shall report known errors, omissions, or inconsistencies to the Architect and the Owner before commencing Work. Inspections by or on behalf of the Owner shall not constitute approval of the Work.

§ 3.3.5 The Contractor shall plan and lay out all Work in advance of installation so as to coordinate all Work without delay or revision. The Contractor is responsible for coordination of all the Drawings related to specific locations. The Contractor shall establish and maintain existing lot lines, restrictions, existing survey markers of any kind, and bench marks. The Contractor shall establish and maintain all other lines, levels and bench marks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. The Contractor shall employ a professional land surveyor registered in the State of Washington to initially lay out and be responsible for the accuracy of the Work and to create and submit to the Owner an as-built survey and accurate utility as-builts for use by the Owner. The Contractor shall provide an as-built surveyed site plan noting all site improvements, including but not limited to building corners, storm, sewer, drains, grade and invert elevations, edge of pavement, signs, markings, back of curb, and sidewalks.

§ 3.3.6 The Contractor's superintendent shall provide a Daily Report to the Owner for each work day during the Contract time, whether or not any Work is performed, and for each non-work day in which Work is performed on the site as more fully detailed Section 3.3.2.3 of the Agreement. The Daily Report shall be completed on a form approved by the Owner and Architect, and submitted to the Owner and the Architect on the work day following the day covered in the Report, as required by the Contract Documents.

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§ 3.3.7 Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, have no economic interest in any public works contract in violation of chapter 42.23 RCW (Code of Ethics for Municipal Officers - Contract Interests) and City of Vancouver Charter Section 11.07 (Personal Interest). Contractor shall remove, at its sole cost, any of its or its Subcontractors' employees if their continued participation would violate these provisions.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Unless stated otherwise in the GMP Amendment, to the extent that the Owner allows the Contractor to utilize the Owner's utilities, the Contractor shall install temporary meters to quantify the Contractor's required reimbursement to the Owner for those utilities.

§ 3.4.2 After the GMP Amendment has been executed, the Owner and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only as described in the Specifications and following the procedures of the Contract Documents. The written request must include the specifications for the material or product and any proposed change in the GMP or Contract Time. The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified (or if not equal or better in all respects, the Contractor shall identify such deficiencies), that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the GMP or Contract Time, that it has coordinated with affected Subcontractors, and the substitution will not impact other parts of the Work, and that it will coordinate the installation of the substitution if accepted and make all associated changes in the Work.

§ 3.4.2.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall remove from the Work and Work site any employee or other person who the Owner reasonably considers objectionable without change in the GMP or Contract Time.

§ 3.4.2.2 No employees of either the Contractor or any of its Subcontractors of any tier shall harass, intimidate, have physical contact with, or engage in other verbal or physical conduct or communication of a sexual, intimidating or harassing nature with employees, nor create an intimidating, hostile or offensive environment. The Contractor shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the GMP or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section. Failure to comply with these requirements is grounds for immediate termination of the Contract for cause.

§ 3.4.3 The Contractor shall develop and administer a system for maintaining site security and tracking all individuals with access to the Project site. All contractors, suppliers, and visitors who come onto the Project site shall be required to display an identification badge or sticker on their person (such as a hard hat sticker), which shall be provided by the Contractor as part of the Contract Sum. The Contractor shall coordinate the distribution of badges or stickers, shall maintain a list of all contractors, suppliers, and visitors with permission to be on the Project site (including identifying any personnel required to have a background check pursuant to Section 3.4.2.1 above), and shall make such list available to the Owner or Architect upon request. All badges or stickers shall include a personal identifier (such as a numerical designation), correlated with the Contractor's list of approved personnel and visitors, to allow the Owner or Architect to identify the contractor, supplier, or visitor

§ 3.4.4 Prevailing Wages

§ 3.4.4.1 Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The

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State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

https://secure.lni.wa.gov/wagelookup/.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for the pre-construction phase of this Project is Wednesday, January 15, 2025. Any Early Bid Packages that may be issued will utilize the preconstruction phase wage rates. Prevailing wage rates for the Construction Phase will be based on the signature dates of the GMP Amendment.

To the extent that there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the GMP. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request.

Mailing Address:	Department of Labor and Industries Prevailing Wage Office PO Box 44540 Olympia, WA 98504-4540
Telephone:	360-902-5335
Facsimile:	360-902-5300
Website:	https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates

§ 3.4.4.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Washington State Department of Labor and Industries, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

§ 3.4.4.3 The Contractor shall defend, indemnify and hold the Owner harmless, including attorneys' fees, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of Chapter 39.12 RCW ("Prevailing Wages on Public Works") and Title 51 RCW ("Industrial Insurance").

§ 3.4.5 The Contractor shall comply with all applicable provisions of Chapter 49.28 RCW ("Hours of Labor").

§ 3.4.6 Pursuant to Chapter 49.70 RCW ("Worker and Community Right to Know Act") and WAC 296-901 *et seq.*, the Contractor shall provide the Owner copies of and have available at the Project site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 3.4.7 All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards. At the completion of the Project, the Contractor shall submit Certificates of Asbestos-Free and of Lead-Free Materials, certifying that all materials and products incorporated into the Work meet the requirements of this section.

§ 3.4.8 The Contractor shall be responsible for labor peace on the Project and shall at all times use its best efforts and exercise its best judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances, and shall at all times maintain Project-wide labor harmony. The Contractor shall provide the Owner advance notice, to the extent possible, of any anticipated strikes.

§ 3.4.9 Materials shall conform to the manufacturer's standards in effect at the date of execution of the Contract Documents and shall be installed in strict accordance with the manufacturer's instructions, specifications and directions. The Contractor shall, if required in writing by the Owner or Architect, furnish satisfactory evidence

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regarding the kind and quality of any materials identifying thereon the source, and warranting their quality and compliance with the Contract Documents.

§ 3.4.10 Apprenticeship

§ 3.4.10.1 Pursuant to RCW 39.04.320, no less than fifteen percent (15%) of the Labor Hours shall be performed by apprentices, unless a different amount is permitted or otherwise required by law.

§ 3.4.10.2 Apprenticeship hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

§ 3.4.10.3 "Labor Hours" means the total hours of workers receiving an hourly wage who are directly employed on the site of the public works project. "Labor Hours" includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. "Labor Hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of Chapter 39.12 RCW.

§ 3.4.10.4 During the term of this Contract, the Owner may adjust the apprenticeship labor hour requirement if the Contractor has demonstrated to the satisfaction of the City that it has utilized good faith efforts to meet the established requirement. Good faith effort may be demonstrated by providing documentation that demonstrates one or more of the following scenarios:

.1 Apprentice retention issues;
.2 Apprentice to journeyperson ratio requirements;
.3 Classroom training resulting in less hours on the project;
.4 Added or deleted work affecting apprenticeship participation;
.5 Displace member of current workforce;
.6 Inability to find available apprentices;
.7 Conflict with federal requirements;
.8 Technical or prescriptive warranty work, or
.9 No available apprenticeship programs.

§ 3.4.10.5 The Contractor shall be entitled to a monetary incentive of $10,000 for meeting the goals identified in this Section 3.4.10. The Contractor shall be subject to a monetary penalty of $100 per labor hour for failure to meet the goals identified in this Section 3.4.10 if a good faith effort has been documented. The Owner cannot within existing resources identify an expected cost value to be included in the bid associated with failing to meeting the goals.

§ 3.5 Warranty

§ 3.5.1 Warranty shall be one (1) year from the Substantial Completion date. The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or explicitly permit otherwise. The Contractor further warrants that the Work will be performed in a skillful and workmanlike manner, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or explicitly permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. Unless such actions are caused by, or are the responsibility of the Contractor, the Contractor's warranty excludes remedy for damage or defect caused by abuse by the Owner, alterations to the Work not executed or supervised by or through the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance, final payment, and the correction period identified in Section 12.2. The Contractor shall secure, assign if requested by the Owner, and furnish directly to the Owner, all written warranties required by the Contract documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials or equipment for the Work and subsequently countersigned by the Contractor, which shall extend to the Owner all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work Warranty language shall comply with the Contract Documents and shall be submitted to the Owner and Architect at least thirty (30) days prior to ordering the warranted material or equipment.

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§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall secure, assign if requested by the Owner, and furnish directly to the Owner all written warranties required by the Contract Documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials for the Work, and subsequently countersigned by the Contractor, which shall extend to the Owner all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work. Prior to furnishing Owner with written guarantees and warranties, the Contractor shall provide copies to the Owner and Architect for review.

§ 3.5.3 At its sole cost and expense, Contractor shall promptly pay and perform, to the reasonable satisfaction of Owner or its transferee, any repairs required of Contractor, in fulfillment of the foregoing warranty obligations. Should Contractor fail to perform any non-emergency maintenance or repair required pursuant to this Subparagraph within fifteen (15) days of notice thereof from Owner or any transferee of Owner shall be entitled to recover directly from Contractor the cost thereof (including attorneys' fees) plus interest at the statutory rate thereon until repaid, immediately and upon demand by Owner therefore. Owner or its assigns shall be entitled to make emergency repairs to the Project whether or not within the warranty obligations of Contractor hereunder without providing Contractor prior notice thereof; provided however that notice and demand for repayment for such emergency repairs shall be provided to Contractor as soon thereafter as is reasonably practicable. Contractor's warranties shall be in addition to any manufacturer's warranties and Contractor agrees to assist Owner with prosecution of manufacturer's warranties. As used above, the term "defects" shall mean (a) any portions of the Work not in conformance with the Contract Documents or (b) any portion of the Work which is otherwise incomplete, defective, not performed in a sound an workmanlike manner, or not performed in accordance with applicable laws, rules, codes, and ordinances, orders, or similar binding pronouncement enacted by any local, state or federal government agency, bureau, department or government.

§ 3.5.4 The obligations under this section shall survive Final Acceptance.

§ 3.6 Taxes

The Owner will pay Washington State sales tax through the Contractor in addition to the GMP. Washington State sales tax shall not be included in the bid amount. The Contractor shall pay sales, consumer, use, B&O, income, and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect. Tariffs are not reimbursable and shall not increase the reimbursable Contract Sum regardless of when implemented.

§ 3.7 Fees, Notices and Compliance with Laws

§ 3.7.1 N/A

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall coordinate and schedule all Work with entities having jurisdiction over the site, permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall keep the Owner informed of communications from these authorities and utilities. The Owner will assist the Contractor with such coordination and scheduling, but the Owner is not responsible for any delays caused by such permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority. The Contractor shall be responsible for providing all information and documents to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority within 30 days after issuance of the Notice to Proceed as necessary to obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work. The Contractor is responsible for providing information and fees to the Department of Labor and Industries.

§ 3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in any soils reports made available to the Contractor by the Owner or in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the GMP or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing. Any Claim of the Contractor arising from the Architect's determination or recommendation shall be made in accordance with the dispute resolution procedure in Article 15. No increase to the GMP or the Contract Time shall be allowed if the Contractor knew or reasonably should have known of the concealed conditions prior to its executing the GMP Amendment.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall immediately notify the Owner and Architect by telephone and email. Upon receipt of such written notice, the Owner and Contractor shall promptly cooperate with each other and take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations that may affect the human remains, burial markers, archaeological sites or wetlands until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the GMP and Contract Time, if any, arising from the existence of such remains or features shall be made as provided in Article 15.

§ 3.8 Allowances
§ 3.8.1 The Contractor shall include in the GMP all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has made reasonable and timely written objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, except sale tax on progress payments, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the GMP but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual, reasonable costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, except where the allowance is based upon a unit price specified in the Agreement.

Allowances are defined in the Contract Documents due to the uncertainty in the scope, price and quantity of the Allowance items at the time the Contract was executed. Whenever actual costs are more or less than the Allowance, the GMP will be adjusted accordingly by Change Order. The Contractor must provide the Owner with written notice of its intent to exceed an Allowance amount, with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs) before exceeding an Allowance amount.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with sufficient time to avoid delay in the Work.

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§ 3.9 Project Management Staff

§ 3.9.1 The Contractor shall employ a competent, computer literate, and experienced project manager, project engineer, superintendent and necessary assistants as identified in the Contractor's proposal who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor shall use an experienced superintendent, who shall be an employee of the Contractor and shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight hours per day, five days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents or unless Final Completion is attained. The project manager shall also be an employee of the Contractor.

§ 3.9.2 The project manager, project engineer, and superintendent shall be employees of the Contractor, one or more of whom shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight hours per day, five days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, or termination of the Contract in accordance with the Contract Documents or unless Final Completion is attained. After Substantial Completion, a qualified, experienced representative of the Contractor with authority to bind the Contractor shall remain on site as needed until Final Completion is attained. Similarly, appropriate Subcontractor supervisory personnel (foreman level or above) shall also be present at the Project site whenever Subcontractor Work of any tier is being performed whether before or after Substantial Completion. Neither the superintendent nor the Contractor's project manager or project engineer shall be changed without the approval of the Owner, which shall not be unreasonably withheld. The Contractor's superintendent shall not be employed on any other project during the course of the construction Work.

§ 3.9.3 Within ten (10) days after issuance of the conditional Notice to Proceed, the Contractor shall furnish to the Owner and Architect:

.1 A chain-of-command organizational chart which includes all supervisory personnel, including the project manager, the project engineer and the superintendent, assistant superintendent and lead foreman, that the Contractor intends to use on the Work. The chart shall specify any limits of authority for each person, including any limitation on his or her ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, Contract Time, and issues affecting quality of the Work.

.2 Complete resumes, including all past and current projects, for the project manager, project engineer, and superintendent. The Owner reserves the right to reject personnel reasonably believed to be unsuitable or incompatible for the Project. The Contractor shall replace any rejected personnel with an agreeable replacement at no increase in the GMP or Contract Time.

.3 A list of telephone numbers for all key personnel of the Contractor and its principal subcontractors for purposes of contacting personnel after hours in the event of an emergency. The list shall be periodically updated as necessary to ensure the Owner has the most current information.

§ 3.9.4 The individuals identified in response to Section 3.9.3 shall be the same as those identified in the Contractor's RFP response. Contractor shall not change the superintendent, project manager, project engineer, or any individual identified in the Contractor's RFP response without the Owner's consent, which shall not unreasonably be withheld or delayed. The Owner reserves the right, after consultation with the Contractor, to require the Contractor to replace a superintendent, project engineer, project manager or other assistants if the Owner determines that such replacement is in the best interests of the Project. The Owner shall exercise such right in a reasonable manner. The Owner shall be entitled to exercise the same rights concerning any replacement.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, submit a preliminary draft preconstruction and construction schedule. The Contractor, following execution of the GMP Amendment, shall submit for the Owner's and Architect's information a preliminary Contractor's construction schedule for the Work (as approved, the "Construction Schedule") consistent with the requirements of the Contract Documents. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be revised at least monthly and as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall request payment for the monthly update line item with each Application for Payment, based upon the percentage completion

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of the Project. For any month that the Contractor fails to submit an updated Construction Schedule, the Contractor shall not be entitled to any payment for scheduling for that month, and the percentage of the scheduling line item represented by that month's percentage of completion of the Work shall be permanently deducted from the GMP by Change Order.

§ 3.10.1.1 The Contractor shall promptly notify the Owner and Architect in writing of any proposed change in the Construction Schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Construction Schedule, and the action being taken to correct the delay. Notification of potential delay does not constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time. The Contractor shall comply with Article 15 with regard to any delays that it believes are the responsibility of the Owner or are otherwise the subject of a Claim for additional Contract Time.

§ 3.10.1.2 If any proposed Construction Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Dates of Substantial Completion established in the Contract Documents (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and Substantial Completion of the Work as a whole in accordance with the Substantial Completion date. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the approved Construction Schedule.

§ 3.10.1.3 To the extent that the Contractor or any Subcontractor or material supplier of any tier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the approved Construction Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts without additional costs to the Owner.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule in accordance with the Contract Documents, shall submit a submittal schedule for the Architect's and Owner's approval. The Architect's and Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated and submitted with the Construction Schedule, and (2) allow the Architect and Owner reasonable time to review submittals in accordance with the Specifications and submittal procedures. The Contractor shall contemporaneously provide the Owner with a copy of all submittals. The Contractor should expect a response time of at least fourteen days for the Architect's review and at least twenty-one days for review by the Architect's consultants. Complex, inter-related or multiple submittals will often take longer. Neither the Owner nor the Architect can guarantee response times from governmental authorities, such as permitting agencies or review of any required deferred submittals. If the Contractor fails to submit and update a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in GMP or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect and shall promptly notify the Owner of any substantial deviations from those schedules. The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work, in the form of a precedence diagram and activity listing and time-scaled, all in accordance with the Contract and within the Contract Time. The Contractor shall utilize scheduling software for its CPM scheduling. The Schedule shall be resource loaded and provided to the Owner in electronic, readable format. It shall include the Date of Commencement, any milestone dates identified in the Specifications, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Schedule shall be updated monthly and submitted with the Contractor's Application for Payment. The Critical Path shall be clearly indicated on the Contractor's Construction Schedule.

§ 3.10.4 The Contractor shall not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the GMP, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Schedule. To ensure that the Owner is substantively aware and effectively able to mitigate any Project delays, the Contractor shall not be entitled to any extension of time, compensable or

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otherwise, for any delay that occurred during any time the Contractor has not timely submitted an updated Construction Schedule as required by the Contract Documents.

§ 3.10.4.1 Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the Owner, and may be used by the Owner in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the Owner. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the GMP, or to any additional payment of any sort by reason of the Owner's use of float time between the end of the final construction activity and the final completion date or be reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

§ 3.10.5 The Contractor shall attend and participate in and ensure applicable Subcontractors of any tier attend and participate in:

.1 A preconstruction meeting;
.2 Regular weekly on-site Project status meetings scheduled by the Owner or Architect to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Architect's approvals, and generally to keep the Owner and Architect informed and involved in the progress of the Project; and
.3 Other meetings scheduled from time to time by the Owner or by the Architect to review progress of the Work and other pertinent matters.

§ 3.10.6 Should the Contractor fail to meet any scheduled date as shown, the Contractor shall, upon request, be required at its own expense to submit within ten (10) days of the request a revised proposed schedule and at its own expense to increase its work force and working hours (*e.g.*, through weekends, overtime and additional shifts) to bring the actual completion dates of the activities into conformance with the approved Construction Schedule. The Contractor shall also submit a revised proposed schedule at its own expense (a) with each of its applications for payment and (b) within ten (10) days of notice from the Owner or Architect that the sequence of work varies significantly from that shown on the Construction Schedule. The revised proposed schedule will be reviewed at the construction site one (1) week prior to the due date of the Contractor's monthly application for payment. If requested by the Owner, the Contractor shall provide copies of two (2) tabular reports: (a) a total float report clearly indicating the current critical path through project completion, and (b) a report of activity sorted by early start dates commencing with the previous update and including all undated activities during the previous month. Actual progress of the previous month will be recorded and incorporated into the update. The Owner may withhold any progress payment until such time as the Contractor has provided an approved revised Construction Schedule in a form satisfactory to the Owner and Architect.

§ 3.10.7 The activities defined in the Construction Schedule shall represent the planned durations in anticipation of normal manpower and equipment utilization and durations of whole working days. No activity duration shall exceed fifteen (15) working days unless approved by the Owner for non-construction activities such as procurement, delivery or submittal activities. All durations shall be determined based upon resource planning under contractually defined onsite work conditions. All durations shall be of whole working days. In calculating activity durations, normal inclement weather shall be considered. The Contractor shall schedule the Work to minimize the effect of weather. The Contractor shall also protect the Work site from the effects of weather or take other necessary measures such that the Work can be completed within the time established in the Contract and include these provisions in the Construction Schedule as appropriate.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at least weekly and make available, at the Project site, a record set of the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the record set of the approved or accepted Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The location of all existing or new hidden piping, valves, conduit, cabling and utilities, as located during the course of construction, shall be appropriately marked until the actual field location dimensions and coordinates are incorporated on the as-built

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drawings, and mechanical and electrical deviations and changes shall be included. The documents shall include all Architectural, Mechanical, Electrical, Structural, Landscape, and Civil as-built drawings, whether changes occur or not, using Owner-approved CAD software. These documents, as well as the approved permit set of plans, shall be available to the Architect and Owner at the site and reviewed with them on a weekly basis. Upon Final Completion of the Work, the Contractor shall transfer all as-built information in a clear and legible manner as described in the Contract Documents and in compliance with all requirements of local governmental entities, shall certify in writing that these documents reflect complete and accurate "as-built" conditions and shall deliver the following in a clear, clean and legible manner and in compliance with all requirements of local governmental authorities: (i) complete, integrated copies of the documents in both paper form in good condition and in electronic form in the same format as originally created by the Architect; (ii) the approved permit set of plans; and (iii) the full-size record documents, Shop Drawings, Specifications, Addenda, maintenance manuals and warranties to the Architect for submittal to the Owner in accordance with the provisions of the Contract Documents. Satisfactory maintenance of up-to-date as-built drawings on a monthly basis will be a requirement for approval of progress payments.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples and/or assemblies or mock-ups that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is for the Contractor to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review and acceptance or approval of such submittals by the Owner or Architect is subject to the limitations of Section 4.2.7 and shall not constitute an approval or acceptance of the Contractor's means and methods or a waiver or modification of any requirement of the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be (but are not required to be) returned by the Owner or Architect without action.

§ 3.12.5 The Contractor shall be responsible for tracking the status of submittals. The Contractor shall review for compliance with the Contract Documents, note any deviations from the Contract Documents, approve in writing, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule accepted by the Owner and Architect or, in the absence of an accepted submittal schedule, with reasonable promptness and frequency and in such sequence and uniform flow rate consistent with the submittal schedule as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. The Contractor shall notify the Owner and Architect of any expedited review required. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action, which will not constitute an Owner-caused delay to the Contractor. At the time of submission, the Contractor shall inform the Architect in writing if expedited review is requested or if there is any deviation in the Shop Drawings, Product Data, or Samples from the requirements of the Contract Documents (which deviations must be subsequently accepted by the Owner before the Work may proceed). So far as practicable, each Shop Drawing or Product Data submittal shall bear a cross reference note referring to Drawing or detail numbers on the Drawings showing the same Work in order to facilitate checking of Shop Drawing or Product Data and their prompt return to the Contractor. Shop Drawings for interrelated work shall be submitted at approximately the same time.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved each submittal, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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.1 Each submittal shall bear a stamp or specific written indication that the Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submission. The Contractor's superintendent shall initial each submittal. Submittals that are simply passed through by the Contractor without proper Contractor review and coordination as required, are not acceptable.

.2 Each submittal shall be accompanied by a completed Submittal Cover Sheet, as included in the Project Manual or provided by the Architect, which shall clearly identify applicable Specification Section and paragraph number(s), material, supplier, pertinent data such as catalog numbers, and the use for which it is intended.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review and acceptance of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and no exceptions taken by the Architect or the Work is otherwise authorized to proceed.

§ 3.12.8 The Work shall be in accordance with accepted submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval, review or acceptance of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written acceptance of the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval, review or acceptance thereof. Any corrections or modifications to Shop Drawings made by the Architect shall be deemed accepted by the Contractor, without change in GMP or Contract Time, unless the Contractor provides the Architect with written notice at least three (3) working days before commencing any Work from such Shop Drawings and complies with the change procedures in the Contract Documents. The Contractor shall make all corrections requested by the Architect and, when requested by the Architect, provide one or more corrected submittals without change in the GMP or Contract Time.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval or acceptance of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to Section 4.2.7, the Architect will review, accept or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.12.11 Any mechanical and electrical systems shown in the Drawings are diagrammatic (other drawings may also be diagrammatic.) The Contractor shall have responsibility for coordination and clash detection with other building systems. The Contractor shall provide dimensioned shop/installation Drawings and details for all plumbing piping, ductwork, heating system piping, underground hot water piping, hot water boilers, and accessories to indicate complete systems. Shop Drawings shall be to 1/4" = 1'-0" minimum scale in all mechanical rooms, boiler rooms, as well as where accuracy or location is necessary for coordination or installation purposes. Ductwork shop drawings shall include a separate drawing to not less than 1/4" = 1'-0" scale showing all duct penetrations through structure (floors, roof, and walls) dimensioned, and all equipment locations, weights and pad details for all HVAC equipment. Critical dimensions of all equipment pad, and pipe or duct penetrations through structure shall be included.

§ 3.13 Use of Site

The Contractor shall use the site solely for Work on this project. Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, permits, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Materials and equipment on site shall be used directly in the Work and not stored on site after their use is complete. There shall be no use of existing on-site facilities (parking, toilets, etc.) without the Owner's prior approval. Portions of the site may be occupied and in use during construction. The Contractor is responsible to coordinate its Work with any such occupation or use at no increase to the GMP or Contract Time and at no disruption to the occupancy or use.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly in accordance with the Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching to the sole satisfaction of the Owner.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Existing structures and facilities, including but not limited to buildings, landscaping, utilities, topography, fencing, streets, curbs, and walks, that are damaged or removed due to excavations or other construction work of the Contractor, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Owner, the owner of such structures and facilities, and governmental authorities having jurisdiction. In the event the governmental authorities require that the repairing and patching be done with its own labor and/or materials, the Contractor shall abide by such regulations and it shall pay for such work at no change in the GMP or Contract Time.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area, including roads, free from accumulation of waste materials, rubbish, dust, dirt and debris caused by operations under the Contract. The Contractor shall furnish portable containers on site for use by all trades. At the Owner's request and, in any event, at Substantial Completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor for any cleanup costs. The Contractor shall only use waste receptacles provided by the Contractor and shall appropriately dispose of any waste material off site.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Owner's agents with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but

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shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law and subject to the following conditions, the Contractor shall defend, indemnify and hold harmless the Owner, its Council members, officials, employees, consultants, and agents, and employees, successors and assigns of any of them ("Indemnified Parties") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from the acts or omissions of the Contractor, a Subcontractor of any tier, their agents, and anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable ("Indemnitor"). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The Contractor shall fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence of the Indemnitor. The indemnification obligations provided in this Section 3.18 do not extend to claims, damages, losses, and expenses arising from the sole negligence of the Indemnified Parties.

§ 3.18.1.2 If such claims are caused by or are resulting from the concurrent negligence of (i) the Indemnified Parties, and (ii) Indemnitor, then the Contractor shall be obligated to defend, indemnify, and hold harmless the Indemnified Parties only to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the Owner as a party to any arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Contractor, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Contractor agrees that all of its Subcontractors of any tier shall, in their subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier. To the extent any portion of this Section 3.18 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Owner, the Architect and their respective consultants only under Title 51 RCW, "Industrial Insurance."

§ 3.18.3 To the extent the wording of this Section 3.18 would reduce or eliminate an available insurance coverage of the Contractor or the Owner, this Section 3.18 shall be considered modified to the extent that such insurance coverage is not affected.

§ 3.19 Substitutions

§ 3.19.1 Substitution requests after the Contract has been executed are disfavored; the Owner and the Architect may consider a written request for the substitution of material or products only under exceptional circumstances as specified in the Contract Documents. The written request must include all information designated in the Contract Documents, including without limitation the specifications for the material or product and any proposed change in the GMP or Contract Time.

§ 3.19.2 By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the GMP or Contract Time, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture or engineering in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative and does not include any employees of the Owner.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner will administer the Agreement with assistance from the Architect. The Architect shall have authority to act on behalf of the Owner only as specifically identified in the Contract Documents or as otherwise theorized in writing by the Owner.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with and to keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Neither the Architect nor the Owner will have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. The presence of the Architect or the Owner at the site shall not in any manner be construed as assurance that the Work is being completed in compliance with the Contract Documents, nor as evidence that any requirement of the Contract Documents of any kind, including notice, has been met or waived. The Contractor shall reimburse the Owner for any amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Neither the Architect nor the Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Architect nor the Owner will have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. Neither the Architect nor the Owner will be responsible for defining the extent of any subcontract or dealing with disputes between the Contractor and third parties.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communication has been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect in all communications that relate to or affect the Architect's services or professional responsibilities or matters arising out of or relating to the Contract. The Contractor shall simultaneously provide the Owner with a direct copy of all written communications to the Architect, including all notices, requests, transmittals, substitutions, RFIs, Claims, and potential changes in the GMP or Contract Time but not including Shop Drawings, Product Data or Samples. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor except as provided in the Contract Documents. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's observations and evaluations of the Work and the Contractor's Applications for Payment, the Architect will make recommendations to and otherwise assist the Owner to determine the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 Both the Architect and the Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Section 13.5, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner or their representatives to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, accept or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design intent expressed in the Contract Documents. The Architect's action will be taken with reasonable promptness in accordance with the submittal schedule accepted by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, weights or gauges, fabrication processes, coordination with the work of other trades, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval or acceptance of a specific item shall not indicate approval of an assembly of which the item is a component. The Contractor shall clearly note, and the Architect shall not be required to search out, any deviations from the Contract Documents not clearly identified by the Contractor, nor shall the Architect be required to review partial submissions of those for which submission for correlated items have not been received. Regardless of how a submittal is marked, the Contractor should not presume that the Architect has reviewed a submittal in every aspect.

§ 4.2.8 The Architect or Owner will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will make observations, make recommendations and otherwise assist the Owner to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents and pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, Drawings and Specifications and any modifications thereto on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2.11, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance of the Contract by both Owner and

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Contractor, will not show partiality to either, and will not be liable to the Contractor for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and agreeable to the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within a reasonable time and any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to supply materials or equipment. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 A Subcontractor of any tier is a Subcontractor or a Sub-subcontractor.

§ 5.1.4 The designation of terms in this Article 5 is not meant to change or alter the definitions contained in Chapter 60.28 RCW ("Lien for Labor, Materials, Taxes on Public Works"), Chapter 39.12 RCW ("Prevailing Wages on Public Works"), or other statutory definitions of a subcontractor for the purposes of such statutes.

§ 5.1.5 Responsible Subcontractor: This designation reflects a person or entity who is qualified and can document training, experience, license, and special certification to perform work, supply materials, or provide equipment required and specified by the Contract Documents.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Within ten (10) days after issuance of the Conditional Notice to Proceed, the Contractor shall notify the Owner and Architect in writing of all persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design (i.e., at least two percent (2%) of the GMP), as well as the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work. The Contractor shall organize this list of Subcontractors in the same sequence as the Index of Specification Sheets, and state the Work category followed by the name of the Subcontractor and/or fabricator (or "Contractor" where the portion of the Work is by the Contractor's own forces), including the address, telephone number, individual name of the project contact, and his or her email address. The list shall be accompanied by evidence of any qualifications required within the technical sections of the Project Manual and satisfactory to the Architect and Owner. The list shall be updated promptly as part of the payment process if additional Subcontractors of any tier are engaged. No action or inaction of the Owner or Architect in response to receipt of the names of the proposed Subcontractors of any tier shall constitute approval of any Subcontractor of any tier or of its performance. The Architect may reply promptly to the Contractor in writing stating whether or not the Owner or the Architect (1) has, after due investigation, reasonable objection to any such proposed person or entity or (2) requires additional time for review. "Reasonable objection" shall include without limitation lack of "responsibility" of the proposed Subcontractor, as defined in RCW 39.04.350 or lack of qualification as required within the technical sections of the Project Manual, or as otherwise described in Section 5.2.3. Failure of the Architect to reply promptly shall constitute notice of no reasonable objection. If the Owner makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the GMP or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the GMP and Contract Time.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a timely and reasonable objection as not "responsible."

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor or a Subcontractor as not "responsible," the Contractor or Subcontractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was qualified, "responsible," and reasonably capable of performing the Work, the GMP and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued. However, no increase in the GMP or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting qualified names as required, and no increase in the GMP or Contract Time shall be allowed for such change (1) if the Owner reasonably concludes that a proposed Subcontractor of any tier has materially failed to perform satisfactorily (such as causing a material delay) on one or more projects for the Owner within three years of the bidding date or is otherwise not "responsible" as defined in the Contract Documents, the bidding documents, and RCW 39.04.350; (2) if the proposed Subcontractor is not qualified as required within the technical sections of the Project Manual; or (3) if the proposed lower-tier Subcontractor is different from the entity listed with the first-tier Subcontractor's Bid. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract within the GMP and Contract Time.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being performed in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the Subcontractor performing such work. This removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the GMP and Contract Time, nor shall the Owner be obligated to so request.

§ 5.2.5 The Contractor shall verify responsibility criteria for each first-tier Subcontractor. A Subcontractor of any tier that engages other Subcontractors must verify responsibility criteria for each of its lower-tier Subcontractors. Verification shall include that each Subcontractor of any tier, at the time of subcontract execution, meets the responsibility criteria listed in the bidding documents for the bid package.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall provide to the Owner copies of the written agreements between the Contractor and any Subcontractor, and a Subcontractor and any sub-tier Subcontractor, upon request.

§ 5.3.2 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any suppliers of early procurement items and any assigned Subcontractors. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents. The Contractor is responsible for the timely, accurate and appropriate Subcontractor coordination of the Work of lower tier Subcontractors in accordance with the overall Work, including communications, meetings, drawings, illustrations, and other necessary associated activities required for the successful coordination of all trades, schedules, materials and workmanship. The Owner shall provide to the Contractor copies of any written

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Owner-Supplier agreements to any early procurement contracts, to the extent that such agreements are identified in the Specifications.

§ 5.3.3 The Contractor agrees to diligently, and using its best efforts, cause each Subcontractor of any tier to correct, at that Subcontractor's own expense, all Work performed by the Subcontractor of any tier that is defective in material or workmanship or otherwise fails to conform to the Contract Documents, including all necessary removal, replacement and/or repair of any other portion of the Project which may be damaged in removing, replacing or repairing any portion of the Project. If any Subcontractor of any tier defaults in its obligations to promptly correct any such deficiency, the Contractor shall be responsible for correcting the deficiency.

§ 5.3.4 The Contractor shall provide, and shall cause its Subcontractors of any tier to provide, all required notices and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Work, including without limitation all OSHA and WISHA requirements, and the Contractor shall, and shall cause applicable Subcontractors of any tier to, indemnify, defend and hold harmless the Owner from and against any and all claims, liabilities, fines and attorneys' fees arising from any failure of the Contractor or a Subcontractor of any tier to have complied with any such requirements in any respect.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner pursuant to Section 14.2 or 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, but only for events and payment obligations that arise after the date of the assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than sixty (60) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Subcontractor Responsibility

§ 5.5.1 The Contractor shall include the language of this Section 5.5 in each of its first tier subcontracts, and shall require each of its Subcontractors to include the same language of this Section 5.5 in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each Subcontractor meets the Subcontractor responsibility criteria in Section 5.5.2 below. The requirements of this Section apply to all Subcontractors regardless of tier.

§ 5.5.2 At the time of subcontract execution, the Contractor shall verify that each of its first tier Subcontractors meets the following bidder responsibility criteria:

.1 Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

.2 Have a current state unified business identifier (UBI) number;

.3 Have received training on requirements related to public works and prevailing wage as required by RCW 39.04.350;

.4 Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through 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.

.5 Not have been out of compliance by the Washington State apprenticeship and training council for

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working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year immediately preceding the date of the bid solicitation;

.6 If applicable, have:

(a) industrial insurance (workers' compensation) coverage for the Subcontractor's employees working in Washington, as required by Title 51 RCW;

(b) a Washington Employment Security Department number, as required by Title 50 RCW;

(c) a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW;

(d) an electrical contractor license, if required by Chapter 19.28 RCW;

(e) an elevator contractor license, if required by Chapter 70.87 RCW; and

(f) a plumbing contractor license in compliance with chapter 18.106 RCW.

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

§ 5.6 Liens

§ 5.6.1 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier) to the extent that the Owner has paid the Contractor for such. The Contractor shall furnish to the Owner such releases of liens and Claims and other documents monthly with its payment application to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are furnished. The Contractor may provide other security acceptable to the Owner, such as a bond, in lieu of paying disputed liens or Claims.

§ 5.6.2 The Contractor shall defend, indemnify, and hold harmless the Owner from any liens, including all expenses and the Architect's and attorneys' fees, except to the extent a lien has been filed because of the failure of the Owner to make a contractually required payment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15, except that the Contractor shall have no Claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents or known to the Contractor prior to execution of the GMP Amendment. The Contractor is also responsible to coordinate its Work with any other entities performing work on or adjacent to the site, such as work in the right of way and work by utility companies, and the Contractor shall incorporate such work into the Construction Schedule.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement with the Owner. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. If the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor shall acknowledge receipt for items delivered, and thereafter will be held responsible for the care, storage and any necessary replacement of items received.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect and the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect or Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably discoverable or apparent.

§ 6.2.3 The Contractor shall reimburse and indemnify the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15, except that the Contractor shall have no Claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents or known to the Contractor prior to execution of the Contract. The Contractor is also responsible to coordinate its Work with any other entities performing work on or adjacent to the site, such as work in the right of way and work by utility companies, and the Contractor shall incorporate such work into its construction schedule.

§ 6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 Should the Contractor or any of its Subcontractors of any tier cause damage of any kind, including but not limited to delay, to any other contractor or Subcontractor on the Project, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor or Subcontractor by agreement or otherwise to resolve the dispute.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible plus a ten percent (10%) markup on such costs.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order (CO), Construction Change Directive (CCD) or order for a minor change in the Work, subject to the limitations and qualifications stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Owner or Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 A "minor change in the Work" referenced above is a change which has no direct or indirect effect upon the

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GMP or Contract Time and includes, but is not limited to, a supplemental instruction or ASI.

§ 7.1.5 The Owner may request the Contractor vto propose the amount of change in the GMP, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Contractor shall submit its responsive proposal as soon as possible and within ten (10) business days, and shall in good faith specify the components and amount by which the GMP and/or Contract Time would change. Labor, materials and equipment shall be limited to and itemized in the manner described in Sections 7.1 through 7.7 of the Agreement for the Contractor and Section 7.5 of these General Conditions for Subcontractors of any tier. If the Contractor fails to respond within this time, the Owner may withhold some or all of a progress payment otherwise due until the tardy proposal is received. If the Owner explicitly accepts the proposal in writing, the Owner and the Contractor will be immediately bound to the terms of the proposal, the change will be included promptly in a future Change Order, and the change in the Work described in the proposal shall commence expeditiously. The Owner may reject the proposal, in which case the Owner may either not effectuate the change in the Work or may order the change through a Construction Change Directive or supplemental instruction or an order for a minor change in the Work. The Architect and the Owner may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article. The Contractor may submit a Change Order Proposal to Owner to propose the amount of change in the GMP, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Owner shall, within thirty (30) days of its receipt of Contractor's Change Order Proposal, accept, dispute, or reject the Proposal. If the Proposal is disputed or rejected, the Owner shall state in writing why part or all of the request is disputed or rejected. If the Owner does not respond in writing to a Change Order Proposal within thirty (30) days, the Contractor shall not be deemed to have waived any right to the claims process in Section 15.

§ 7.1.6 If the Contractor adds a reservation of rights that has not been initialed by the Owner to any Change Order, Construction Change Directive, Change Order Proposal, Application for Payment or any other document, all amounts therein shall be considered disputed and not due or payable unless and until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and, in all cases, initialed by the Owner. If the Owner makes payment for a Change Order or an Application for Payment that contains a reservation of rights not initialed by the Owner to indicate agreement with the reservation, and if the Contractor negotiates the check for such payment, then the reservation or rights shall be deemed waived, withdrawn and of no effect.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Architect, with assistance from the Owner, and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Contract Documents, including any change in the Work;
.2 The amount of the adjustment, if any, in the GMP; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and the Owner and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the GMP or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the GMP and Contract Time being adjusted accordingly. The Owner's use of a Construction Change Directive does not constitute agreement that the directive constitutes a change in the Work, the GMP, or the Contract Time. For any change in the Work, whether initiated by a Construction Change Directive or a Change Order Proposal, the Contractor must submit its proposed price and any proposed extension of the Contract Time to the Owner within ten (10) days of the date of the Construction Change Directive or Change Order Proposal. If the Contractor fails to submit a proposed price and time within this time period, the Owner may establish what it believes to be the fair price of the changed work, and any additional Contract Time, and this price and time submitted by the Owner shall be final and binding upon the parties, as if they had signed a Change Order in this amount, without recourse to submitting any claims or litigation. Payment for any Changes to the Work shall not exceed the labor and equipment indicated on the daily work logs.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the GMP, the adjustment shall be based on one of the following methods or as mutually agreed by the Owner and the Contractor:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be proposed by the Owner and determined in a manner agreed upon by the parties (accompanied by the Contractor's itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees pursuant to Section 7.3.5, or if cost is to be determined under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with supporting data. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs including labor, equipment, materials, and subcontract costs. Labor, equipment, and materials shall be itemized in the manner described in Section 7.5. When major cost items arise from Subcontractors or Suppliers of any tier, these items shall also be itemized, using the approved Change Proposal detail provided to the Contractor by the Owner. Approval may not be given without such itemization. Failure to provide data within fourteen (14) days of the Owner's issuance of a Constructive Change Directive shall constitute waiver of any Claim for changes in the GMP or Contract Time. Furthermore, the Owner shall have the right to audit the books, records and contracts of the Contractor and of any Subcontractor or Supplier of any tier seeking a change in the GMP. The total cost of any change, including a Claim under Article 15 shall be limited to the reasonable value, as determined by the Owner, assisted by the Architect (subject to appeal through the dispute resolution procedure of Section 15.3), of the items in Section 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. As soon as possible, and within seven (7) days of receipt, the Contractor shall advise the Architect and Owner in writing of the Contractor's agreement or disagreement with the proposed adjustment or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the GMP or Contract Time. The Contractor's response shall reasonably specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall not relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or the Architect. The adjustment shall then be determined by the Architect in accordance with the provisions of the Contract Documents. The ultimate adjustment shall not exceed the larger amount submitted.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the GMP and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a Change Order.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the GMP shall be the largest of (i) the reasonable and prevailing value of the deletion or change, (ii) the line item value in the Schedule of Values, or (iii) the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, and provided that any reservations of rights regarding the Construction Change Directive have been initialed by the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment, accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

§ 7.3.9 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the GMP and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner, with the Architect's assistance, will include the change in the next available Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.3.10 The Owner's final determination, in consultation with the Architect, concerning the adjustments in the GMP and/or Contract Time resulting from a Construction Change Directive constitute an "Event" for the purposes of submitting a Claim under Section 15.2.

§ 7.3.11 If the Contractor disagrees with the adjustment in the GMP or Contract Time, the Contractor must make a Claim in accordance with applicable provisions of Article 15 or such claim will be waived.

§ 7.4 Minor Changes in the Work

The Architect and the Owner have authority to order minor changes in the Work (sometimes called a Design Clarification or Architect's Supplemental Instruction or ASI) not involving adjustments in the GMP or the Contract Time and not inconsistent with the intent of the Contract Documents and do not involve an adjustment in the GMP or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the GMP or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the GMP or Contract Time, the Contractor waives any adjustment to the GMP or extension of the Contract Time.

§ 7.5 Pricing Components

For the Contractor, the value of any changed Work or of any Claim for an increase or decrease in the GMP shall be limited to the Cost of the Work and Fee defined in the Agreement. For Subcontractors of any tier, the total cost of any Change in the Work or of any other increase or decrease in the GMP, including a Claim, shall be limited to the following components:

§ 7.5.1 Direct Labor Costs: These are the labor costs determined by the number of additional craft hours and the hourly costs necessary to perform the Change in the Work. The hourly cost shall be based upon the following:

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide copies of certified payrolls for itself and Subcontractors of any tier upon the Owner's request.

.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance, medical aid, and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

.4 **S**afety costs not to exceed two percent (2%) of the sum of amounts in .1, .2 and .3 above.

Upon the Owner's request, the Contractor shall substantiate all claimed wage rates and shall provide a breakdown of the various components of the labor costs in a form provided or approved by the Owner.

§ 7.5.2 Direct Material Costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the Change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Owner. If the Contractor is offered discounts and/or rebates based upon prompt payment, the Contractor shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity the contractor may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Contractor does not provide the Owner the opportunity to participate then the Contractor may only charge the net costs after consideration of discounts and rebates.

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§ 7.5.3 Construction Equipment Usage Costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the Change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, as modified by the AGC/WSDOT agreement or the actual, reasonable rate paid to unrelated third parties as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the Change in the Work. If more than one rate is applicable, the best available rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. The rate for equipment necessarily standing by for future use on the changed work shall be no more than 50% of the rate established above. If equipment is required for which a rental rate is not established by Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Work.

§ 7.5.4 Cost of Change in Insurance or Bond Premium: This is defined as:

.1 Subcontractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under Section 11.1.3, and subject to audit) of any change in the Subcontractor's liability insurance arising directly from the changed Work; and

.2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability under Section 11.5, and subject to audit) of the change in the Subcontractor's premium for the Subcontractor's statutorily required performance and payment bond arising directly from the changed Work.

Upon request, the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred. The Contractor is not entitled to any increased premium for insurance or bonds as those costs are included within the Contractor's Fees. The Contractor is not entitled to any increased premium on any retainage bond as such bonds are optional.

§ 7.5.5 Lower-Tier Subcontractor Costs: These are payments the Subcontractor makes to lower-tier Subcontractors for changed Work performed by such Subcontractors. The lower-tier Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 7.5.

§ 7.5.6 Subcontractor's Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including facilities, purchasing, clerical, project manager, project engineer, other engineers, project foreman, estimator, superintendent and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, quality control/assurance, purchasing, small or hand tool (a tool that costs $500 or less and is normally furnished by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work, Change Order and Claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise). No such costs may be added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No fee shall be due, however, for direct settlements after Substantial Completion by the Owner of Subcontractor Claims. The Fee shall be limited in all cases to the following schedule:

.1 A Subcontractor of any tier shall receive 10% of the cost of any materials supplied or work properly performed by that Subcontractor's own forces.

.2 A Subcontractor of any tier shall receive 7% of the amount owed (less fee) directly to a lower-tier Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.

.3 The cost to which this Fee is to be applied shall be determined in accordance with Section 7.5.1 through 7.5.4.

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If a Change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. If the changed Work is performed by a wholly-owned subsidiary or by a company with common ownership interests (i.e., at least 50% similar ownership) of the Contractor or any Subcontractor, then only the entity performing the changed Work may receive a Fee per the above schedule and the higher-tier company shall not be entitled to any Fee. The parties acknowledge that the Fees listed in this Section 7.5.6 are substantially greater than the fees and overhead normally included in determining the GMP bid and Subcontractor bid prices; that these higher percentages are a sufficient amount to compensate the Subcontractors for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Subcontractors for some Changes compensates the subcontractors for any Changes for which the Contractor or Subcontractors believe the percentage is otherwise insufficient.

§ 7.5.7 The cost of any changed Work or of any other increase or decrease in the GMP, including a Claim, shall not include, among other things, consultant costs, attorneys' fees, or Claim preparation expenses. Such costs are not recoverable from the Owner.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established by the Owner in its conditional notice to proceed issued for each phase of the Work. Work on the site may begin for a phase when the Contractor complies with the requirements of the notice to proceed. The date of commencement of all the Work is the date established by the Owner in its first conditional notice to proceed issued for a phase of the Work.

§ 8.1.3 The date of Substantial Completion of the Work (or a designated portion thereof) is the date certified by the Architect and set by the Owner in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 "Conditional Notice to Proceed" is the written notice issued by the Owner identifying the date of commencement of the Work and identifying conditions to be satisfied before Work on site may commence.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence the Work prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time and shall achieve Final Completion within sixty (60) days thereafter (or such other period of time for specific phases as is specified in the Contract Documents).

§ 8.2.4 Liquidated Damages. THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The Owner will incur serious and substantial damage if Substantial Completion of the Work or a designated portion thereof does not occur within the Contract Time; however, it would be difficult, if not impossible, to determine the amount of such damages, which could include, for example, personnel and overtime costs, transportation costs, governmental fees, storage costs, loss of use, and lost opportunities. Consequently, the Owner may include a reasonable estimate of loss in the Contract Documents ("Liquidated Damages") that will be assessed for failure to complete the Project within the Contract Time. The Owner's right to Liquidated Damages is not affected by partial completion, occupancy, or beneficial occupancy. The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to insure the completion of the Work or designated portions thereof

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in accordance with the date of Substantial Completion and the accepted Construction Schedule. If the Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier fails to meet the Construction Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work (to the extent allowable under the Noise Ordinance of Vancouver's Municipal Codes, VMC 20.935.030 and VMC 7.05) or other means and methods, all without additional cost to the Owner. Not withstanding the foregoing, the maximum amount of liquidated damages will be capped at an amount equal to the aggregate amount of the Contractor's Fee.

§ 8.2.5 If the Work is to be performed in phases, with separate dates set forth for Substantial Completion elsewhere in the Contract Documents, then the specified Liquidated Damages shall apply separately to each such phase unless otherwise specified.

§ 8.2.6 Any provisions in the Contract for Liquidated Damages are intended to be in lieu of the liability of the Contractor for delay damages sustained by the Owner but shall not relieve or release the Contractor from liability for any and all other damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

§ 8.2.7 It is the Contractor's option, but not its right, to attempt to complete the Project earlier than the dates specified in the Contract Documents. Thus, any Claim based upon delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time; (3) by unanticipated, abnormal weather (see Section 15.1.3); (4) by unexpected industry-wide labor disputes, fire, seismic event, unusual delay in deliveries, governmental delays (including unanticipated permit delays not caused by the Contractor; delays caused by a local jurisdiction's scheduled days off shall not be considered an excusable delay), unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.4, or other causes beyond the Contractor's control; (5) by delay authorized by the Owner pending mediation and binding dispute resolution; or (6) by other causes that the Contractor asserts, and the Architect determines, may justify delay, then the Contract Time shall be extended for such reasonable time as the Owner and Architect may determine, limited to the change in the actual critical path of the Construction Schedule directly caused thereby, as the Owner may determine consistent with the provisions of the Contract Documents. In no event, however, shall the Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Construction Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity into the critical path of the Construction Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15 and shall include any proposed changes in the Contractor's Construction Schedule or the Contract Time, a description of any event that could delay performance or supplying of any item of the Work, the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the delay situation. That the Owner or the Architect may be aware of the occurrence or existence of a delay through means other than the Contractor's written notification shall not constitute a waiver of a timely or written notice or Claim. The Contractor has an obligation to minimize and mitigate schedule impacts.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

.1 If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not an increase in the GMP. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the GMP. The Contractor shall be entitled to a change in the GMP only if the delay was caused by the Owner or the Architect, or anyone acting on behalf of them. The Contractor shall not recover

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damages, an equitable adjustment or an increase in the GMP or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence. The Contractor shall be able to recover an increase in the GMP, provided it is consistent with the terms of the Contract Documents, only if the delay was in the critical path, could not have reasonably been avoided, was unreasonable and was caused by the Owner or anyone acting on its behalf as permitted under the Contract Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the GMP for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.

.2 In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Owner for delay beyond the payment permitted in Section 7.5.6, it is agreed that the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the original Specified General Conditions divided by the number of days of Contract Time. By submitting its proposal and by signing the Contract, the Contractor represents that it would be difficult, if not impossible, to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its bid, and that these liquidated damages are a reasonable estimate of its loss. No damages will be allowed for any time prior to ten (10) days before receipt of written notice of the Claim of the delay pursuant to Article 15.

.3 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or expanded overhead or general conditions; profit upon damages for delay; impact damages; cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid through Section 7.5.6 and any liquidated damages paid hereunder.

.4 The Contractor shall not be entitled to any adjustment in the Contract Time or the GMP, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time not on the critical path or time between the Contractor's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Construction Schedule.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum consists of the Cost of the Work (including Negotiated Support Services and Specified General Conditions), and the Contractor's Fee. The Contract Sum shall not exceed the GMP.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices, but not the Contract Time or any other portion of the GMP, shall be equitably adjusted.

§ 9.2 Schedule of Values

At least fourteen (14) days before the first Application for Payment, the Contractor shall submit a schedule of values ("Schedule of Values") to the Architect and Owner, consistent with the Contract Documents, allocating the entire GMP to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. At a minimum, the Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. At a minimum, the Work shall be itemized by Specification section or system, separate values for labor, materials and equipment shall be provided, and line items on the Schedule of Values shall be tied to the Construction Schedule. Quantities shall be provided for each section or system of the Work. The Contractor shall itemize and prepare the Schedule of Values for approval by the Owner with respect to form, content, and level of detail. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the Schedule of Values shall be submitted to the Owner and Architect and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected

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to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

.1 Mobilization shall be a maximum of one-half of one percent (0.5%) of the GMP, and shall be paid only if supported by an itemized breakdown of costs acceptable to the Owner.

.2 Payment applicable to the expenses of Contractor's bond and/or builder's risk insurance (to the extent Contractor is required to procure such insurance) will be made only upon receipt of paid invoices from surety and/or insurance carrier.

.3 No payment will be made for Shop Drawings or submittals until on-site receipt of materials, except for structural steel, fire sprinkler, automatic temperature control, elevator, transformers, switchgear, ground source heat exchange system, and fire alarm shop drawings that have been reviewed and accepted by the Architect.

.4 The Schedule of Values shall allocate at least one percent (1%) of the GMP to Commissioning of Operational Systems, as defined in the Contract Documents.

.5 The Schedule of Values shall allocate at least one percent (1%) of the GMP for completion of punch list items for the Contractor and all Subcontractors.

.6 The Schedule of Values shall allocate at least one half percent (.5%) of the GMP for completion of approved operations and maintenance data and the delivery of warranties for the Contractor and all Subcontractors.

.7 The Schedule of Values shall allocate at least one half percent (.5%) of the GMP for completion of record drawings, delivery of extra stock, and all other documentation or items of the Work required for Final Completion of the entire Project for the Contractor and all Subcontractors.

.8 The Schedule of Values shall allocate at least two percent (2.0%) of the Specified General Conditions for preparation and submittal of the Construction Schedule plus another at least two percent (2.0%) of the Specified General Conditions for preparation and submittal of the monthly schedule updates.

Any changes to the Schedule of Values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the application. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment.

§ 9.3.1.1 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

§ 9.3.1.2 Payments to Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of sub-subcontractors), the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor, the Owner and the Architect written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of project specific materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing and in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall

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include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment (except that title to demolition removed from the site shall not pass to the Owner). The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Retainage

§ 9.3.4.1 In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. After award of a Contract for public improvements, or work for which retained percentages are required to be reserved under the provision of RCW 60.28, the Owner shall require the Contractor to exercise, in writing, one of the options listed below:

.1 Retained percentages will be retained in a fund by the Owner not subject to release until sixty (60) days following the Final Acceptance of the Work as completed and as provided in Section 9.10.4; or

.2 Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association and not subject to release until sixty (60) days following Final Acceptance of the Work as completed and as provided in Section 9.10.4; or

.3 Placed in escrow with a bank or trust company and not subject to release until sixty (60) days following the Final Acceptance of the Work as completed and as provided in Section 9.10.4.

.4 If the Contract provides a bond in place of retainage, it shall be in an amount equal to 5% of the GMP plus change orders. The minimum requirements for the bond are that it must be on a form acceptable to the Owner, with an A.M. Best rating of A- or better and a financial rating of no less than VII, and signed by a surety registered by the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner; additional requirements as established by the Owner may be applied.

§ 9.3.4.2 The Contractor or a Subcontractor may withhold payment of not more than five percent (5%) as retainage from the monies earned by any Subcontractor or Sub-subcontractor, pursuant to RCW 60.28, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Owner, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's approved Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial and Final Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the GMP.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Owner may, with or without the Architect's concurrence, withhold payment, and the Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, it may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents;
.8 delay by the Contractor and/or its Subcontractor(s) of any tier, or failure to comply with the Construction Schedule requirements;
.9 failure to submit affidavits pertaining to wages paid as required by statute;
.10 failure to submit a properly updated Construction Schedule;
.11 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;
.12 liquidated damages;
.13 failure to properly maintain as-builts;
.14 failure to properly submit daily construction records;
.15 failure to properly submit certified payrolls; or
.16 failure to properly submit any other documents required of the Contractor under the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department 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.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, and it has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents. So long as final, approved Applications for Payment are received prior to the tenth day of the month, the Owner will make a progress payment within thirty (30) days of an approved, fully itemized and fully executed Application for Payment that complies with all contractual requirements. The Owner shall be entitled to withhold payment to the extent provided by the Contract Documents, notwithstanding the issuance of a Certificate for Payment.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. If the Contractor does not receive payment for any cause which is not the fault of a particular Subcontractor but does receive payment for materials supplied or work performed by that Subcontractor, the Contractor shall pay that Subcontractor in accordance with its subcontract for its satisfactorily completed work, less the retained percentage

.1 The Contractor shall comply with all requirements regarding prompt payment including, but not limited to, the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor, satisfactory to the Owner, that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work and the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work.

§ 9.6.7 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect improperly fails to issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's timely, complete and approved Application for Payment under Section 9.3.1.2 (subject to the approved payment schedule), or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents, the amount due and owing to the Contractor, then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. This right to stop Work does not apply in the case of the failure to issue a Certificate of Payment for amounts in dispute. The Contract Time shall be extended appropriately and the GMP shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, as provided for in A133 and Section 7.5 of these General Conditions.

§ 9.8 Substantial Completion and Occupancy

§ 9.8.1.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof designated and approved by the Owner and AHJ(s) is sufficiently complete in accordance with the Contract Documents so that the Owner can fully occupy or utilize the Work, or the designated portion thereof, for its intended use, including FF&E and staff occupancy. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part. All Work other than incidental corrective or punch list work and final cleaning shall be completed, including but not limited to the following:

.1 Obtain applicable occupancy permits, including fire/life safety systems and health department approval, pressure vessel permits, elevator permits, and similar approvals or certificate by governing authorities and franchised services, assuring the Owner's full access and use of completed Work.

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.2 Submit the Contractor's punch list of items to be completed or corrected and written request for inspection.

.3 Complete final start-up, testing, and commence instruction and training sessions on all major building systems including HVAC and controls, intercom, data communications, fire alarm, telephone, fire sprinkler, security and clocks, and establish a Date of Commissioning.

.4 Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.

.5 Discontinue or change over and remove unnecessary temporary facilities and services from the project site.

.6 Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.

.7 Complete final cleaning.

The work is not Substantially Complete unless the Architect reasonably judges that the Work can achieve Final Completion within sixty (60) days (or such other period of time as is specified in the Contract Documents), appropriate cleaning has occurred, all designated systems and parts are commissioned and usable, including balancing of the HVAC system, utilities are connected and operating normally and training sessions have occurred, all required temporary occupancy permits, pressure vessel permits, elevator permits, and similar approvals or certificate by governing authorities and franchised services, assuring the Owner's full access to the Work have been issued, O & M manuals have been submitted for review, and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages due the Owner.

§ 9.8.1.2 Date of Commissioning of Operational Systems. The systems of the Work so designated in the Contract Documents are considered "Operational Systems." Unless otherwise specified in the Contract Documents, the Operational Systems include the HVAC system, the data communications system(s), the intercom system, the life safety system(s), the clock system, the telephone system, and the security system. When the Contractor considers that the Operational Systems are complete and fully functional, up and running and ready for normal operation and functional performance testing (as may be specified overall or for any phases), and after all pre-commissioning checklists have been completed, the Contractor shall so notify the Architect in writing a minimum of thirty (30) days prior to the Date of Substantial Completion for that portion or phase as fixed in the Contract Documents. The Architect will then schedule a pre-commissioning inspection and observe the functional performance tests of these systems identified in the Contract Documents to determine whether the Operational Systems are complete and ready for normal operation. If the Architect's inspection discloses that the Operational Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine completion of the Operational Systems and pay the costs associated with the reinspections, including fees of any commissioning agent and the Architect and its consultants. As each of the Operational Systems is determined to be complete, the Architect will notify the Owner in writing, which shall establish the Date of Commissioning. Training of Owner personnel shall not begin until the Date of Commissioning and shall be conducted prior to departure of the installing entity from the site by appropriate Subcontractor personnel on site who are knowledgeable with the construction and operation of each system. The Operational Systems shall not be deemed Substantially Complete until they have operated, without incident or issue, for fourteen (14) consecutive days following the Date of Commissioning. Warranties on the Operational Systems required by the Contract Documents shall commence on the Date of Substantial Completion, unless otherwise provided, but the Contractor shall retain the responsibility to maintain the systems until Final Acceptance. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

§ 9.8.1.3 Indemnification. The Contractor shall defend, indemnify, and hold harmless the Owner and the Architect and their agents, employees, and consultants, successors and assigns from and against all claims, damages, losses and expenses of third parties, direct and indirect, or consequential, including costs, design professional fees, and attorneys' fees incurred by the Owner related to such claims and in proving the right to indemnification, arising out of or resulting from the failure of the Contractor to attain the Date of Commissioning less than thirty (30) days prior to the Date of Substantial Completion fixed by the Contract Documents. In particular, the Contractor acknowledges that a 30-day period after the Date of Commissioning and prior to occupancy is specified during which all HVAC, mechanical, electrical, control and environmental management systems are fully operational under procedures and

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loads intended to provide unoccupied space with positive performance for pre-occupancy environmental documentation, and the systems are scheduled to operate under a procedure intended to dissipate out-gassing that may occur from interior and other materials.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list and shall immediately clean up any dust or debris created through punch list work activities. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list and upon verification by the Architect that all permits, approvals, testing, training and other submittals and administrative actions required under the Contract Documents for obtaining Substantial Completion have been satisfied, the Architect and, at its option, the Owner, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If the Owner or Architect determines that the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, and again request an inspection. The Contractor shall pay the costs associated with this third and any further re-inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that, upon approval of the Owner, shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion, except that warranties for HVAC equipment shall commence with acceptance of the Commissioning Report by the Architect and/or the AHJ. The Contractor shall attach and submit with the executed Certificate of Substantial Completion the Temporary (TCO) and Final Certificate of Occupancy as well as a written list of each outstanding and unresolved Claim; any Claim not so submitted and identified, other than retainage and the undisputed balance of the GMP, shall be deemed waived and abandoned. If the Owner or Architect determines that the Work or designated portion is not Substantially Complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the re-inspection, including Architect and consultant fees.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Any items not included by the Architect but required or necessary for Final Completion of the Contract shall be supplied and installed by the Contractor as a part of the GMP, notwithstanding if the items were not recorded by the Architect. Upon written acceptance of the Certificate of Substantial Completion by the Owner and the Contractor, and upon the Contractor's Application for Payment and consent of surety if any, the Owner shall make payment as provided in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. NO further payment will be due or owing until the payment following Final Completion.

§ 9.8.6 The Contractor shall prepare, continue to monitor with the Architect, and cause to be completed, all punch lists with respect to the activity of each Subcontractor and report weekly to the Owner on all outstanding punch list items. Beginning sixty (60) days before the scheduled date of Substantial Completion, the Contractor shall prepare reports weekly, identifying items to be completed in order to obtain required certificates of occupancy and make recommendations to the Owner with respect to effectuating the earliest possible completion. The Contractor shall include this report as a schedule item on its Construction Schedule.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may, upon written notice to the Contractor and AHJ approval, take possession of, operate, occupy or use any completed or partially completed portion of the Work at any stage. Such partial

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occupancy or use may commence whether or not the portion is substantially complete. Unless otherwise agreed in writing, such possession, use or operation shall not be deemed an acceptance of any portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of the risk of loss or any of its obligations under the Contract, nor establish a Date of Substantial or Final Completion, nor establish a date for termination or partial termination of the running of liquidated damages, nor constitute a waiver of any Owner claims. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, or fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion (or such other period of time as is specified in the Contract Documents), the Owner may take possession of, use or operate all or any part of the Work without an increase in the GMP or the Contract Time on account of such possession or use. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment
§ 9.10.1 Final Completion
§ 9.10.1.1 The Contractor shall cause punch list items to be completed within sixty (60) days of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents) or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period), provided that the Contractor commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at fifteen (15) days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within thirty (30) days of the date of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents), the Owner may, upon seven (7) days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to correct the deficiencies within this seven (7) day period, the Owner may back-charge the actual cost of performing this punch list work, including any design costs, plus 15% to account for the Owner's transaction costs.

§ 9.10.1.2 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance, the Architect will promptly make such inspection accompanied by the Contractor (if requested by the Architect or Owner). If the Architect or Owner determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees, for any subsequent Architect's inspection to determine compliance with the punch list. When the Architect finds all punch list items complete and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly notify the Owner and the Contractor in writing that, to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.3 The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all Architect, engineer or other design consultant fees and all Commissioning Agent and Contractor fees incurred by the Owner for services performed more than sixty (60) days after Substantial Completion of all the Work (or such other period of time as is specified in the Contract Documents), whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

§ 9.10.1.4 When the Architect finds that the Work has been concluded, a final occupancy permit has been issued, any commissioning process and validation process have been successfully concluded and the Commissioning Report has been accepted by the Architect and/or the AHJ, and the Contractor has submitted all the items identified in Section 9.10.1.5 to the Architect, the Contractor may submit a final Application for Payment. The Architect will then promptly issue a final Certificate for Payment stating that the entire balance found to be due the Contractor and

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noted in said final Certificate is due and payable. The Architect's final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner.

§ 9.10.1.5 "Final Completion" will be attained when the Contractor has accomplished the following:

.1 Complete all requirements listed in Section 9.8 for Substantial Completion.
.2 Complete all remaining punch list items and remaining Work, and obtain approval by Architect and Owner that all Work is complete.
.3 Obtain a final certificate of occupancy (if only a temporary certificate of occupancy was issued at Substantial Completion).
.4 Submit final change order and final Application for Payment.
.5 Submit record documents, any final property survey, and operation and maintenance manuals required by the Contract Documents.
.6 Deliver tools, spare parts, extra stock of material and similar physical items to the Owner as required by the Contract Documents.
.7 Complete final cleaning after punch list work (in addition to the final cleaning that was required to obtain Substantial Completion.
.8 Complete instruction and training sessions on all major building systems including, but not limited to, HVAC, intercom, data communications, fire alarm, telephone, fire sprinkler, emergency power, security and clocks.
.9 Submit executed warranties.
.10 Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.
.11 Discontinue or change over and remove temporary facilities and services from the project site.
.12 Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
.13 Acceptance of the final Commissioning Report by the Owner, Architect, and AHJ as applicable.
.14 All copies of Instruments of Service, except the Contractor's record set, have been returned to the Owner or are suitably accounted for to the Owner.

§ 9.10.2 Final Acceptance and Payment

§ 9.10.2.1 Neither final payment nor any retained percentage shall become due until the City Council has formally accepted the Project ("Final Acceptance"). To achieve Final Acceptance, the Architect must have issued a final Certificate for Payment under Section 9.10.1.4, an occupancy permit must have been issued, Final Completion must have occurred, and the Contractor has submitted the following to the Architect and the Owner:

.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, except for any claims that are specifically identified on the affidavit (Affidavit of Payment of Debts and Claims, AIA Form G706 or equivalent);
.2 other data establishing payment or satisfaction of or protection against obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner (Contractor's Affidavit of Release of Liens, AIA Form G706A or equivalent). If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees;
.3 pursuant to RCW 39.12.040, an Affidavit of Wages Paid from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor;
.4 a letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner;
.5 certification that the materials in the Work are "lead-free" and "asbestos-free";
.6 a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project, including but not limited to all

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city or county departments, health districts and utility districts, provided to Owner with a copy of all closed or signed-off permits;

.7 recorded documents;

.8 all warranties, guarantees, training, manuals, operation instructions, certificates, spare parts, maintenance manuals and stock, specified excess material, as-built drawings and other documents, training or items required by the Contract Documents or local governmental entities; and

.9 all submittals and information sufficient for the Owner to submit apprenticeship utilization data as required by RCW 39.04.320(5)(a).

§ 9.10.2.2 Pursuant to Chapter 60.28 RCW ("Lien for Labor, Materials, Taxes on Public Works"), completion of the Contract Work shall occur upon Final Acceptance.

§ 9.10.3 Lien Notices shall be served at:

A copy shall be submitted to the Architect.

§ 9.10.4 Release of Retainage: The retainage will be held and applied by the Owner as a trust fund in a manner required by Chapter 60.28 RCW. Release of the retainage will be processed in ordinary course of business upon the expiration of sixty (60) days following Final Acceptance of the Work by the Owner provided that no notice of lien shall have been given as provided in Chapter 60.28 RCW, that no Claims have been brought to the attention of the Owner and that the Owner has no claims under this Contract; and provided further that, for state-funded projects, release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to Chapter 60.28 RCW, a certificate from the Department of Revenue; pursuant to Chapter 50.24 RCW, a certificate from the Department of Employment Security; and a certificate from the Department of Labor and Industries.

§ 9.10.5 Waiver of Claims

§ 9.10.5.1 Final Payment by Owner: The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, statutory retainage, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5.2 Final Payment to Contractor: Acceptance of final payment by the Contractor, a Subcontractor, or a material or equipment supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled and attached to the Contractor's final Application for Payment.

§ 9.10.5.3 The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner.

§ 9.10.6 If a Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Owner, to indemnify the Owner against such lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.7 The Contractor and all Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, facsimiles, and other tangible and electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and

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with all costs, charges and other amounts of whatever nature. The Contractor shall preserve such records for a period of six (6) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of the Owner's request, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Owner or its representatives. These requirements shall also be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work, except fixed-price Subcontracts where the price is $25,000 or less. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under RCW 42.56 will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier, or their respective representatives, shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner. Failure to fully comply with any requirements of this Section shall constitute a material breach of contract and shall constitute a waiver of all claims by the Contractor and any Subcontractor that does not fully comply.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

§ 10.1.1 The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall have the right to control and shall be solely and completely responsible for conditions of the work site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner or the Architect of the Contractor's performance shall not be construed to include a review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.

§ 10.1.2 No action or inaction of the Owner or the Architect relating to safety or property protection or a violation thereof shall in any way: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon the Owner or Architect to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees and the employees of Subcontractors of any tier; or (5) affect the Contractor's responsibility for the protection of property, staff and the general public.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on or involved in the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor shall comply with all notices and comply with all requests from the Owner regarding the safety and protection of the Owner's patients, visitors, and staff. The Contractor shall comply with the safety regulations set forth in "Safety Standards for Construction" and "General Safety Standards" and any other requirements published by the Washington State Department of Labor and Industries. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply to all excavation, trenching and

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ditching operations. In case of conflict between any such requirements, the more stringent applicable regulation or requirement shall apply.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall maintain at the work site office or other well-known place at the work site all materials (e.g., a first aid kit) necessary for giving first aid to the injured, and shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, persons, including employees, who may have been injured on the site. Employees shall not be permitted to work on the site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care. The Contractor and/or any Subcontractors shall ensure that at least one of such employees has a valid, effective first aid card. The Contractor shall provide all persons working on the Project Site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

.1 **Information**. At a minimum, the Contractor shall inform persons working on the Project Site of:

a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
b. Any operations in their work area where hazardous chemicals are present; and
c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.

2. **Training.** At a minimum, the Contractor shall provide training for persons working on the Project Site which includes:

a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
b. The physical and health hazards of the chemicals in the work area;
c. The measures such persons can take to protect themselves from these hazards, including specific procedures the Contractor, or its Subcontractors, or others have implemented to protect those on the Project Site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
d. The details of the hazard communications program developed by the Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

§ 10.2.4 Pursuant to Chapter 49.70 RCW et seq., "Worker and Community Right to Know Act," and Chapter 296-802 WAC et seq. the Contractor shall provide Owner copies of and have available at the Site a workplace survey or material safety data sheets for all Hazardous Materials under the control or use of Contractor or any Subcontractor at the Site. The Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 10.2.5 All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

§ 10.2.6 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work and explicitly permitted by the Contract Documents, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall keep on site at all times a spill response kit for the protection of storm water.

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§ 10.2.7 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.8 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.9 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.10 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief, and shall bear the risk of any uninsured loss or destruction of, or injury to damage to, all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or designated portion and all Work in process and completed Work or designated portion. Protection of the Work shall include but not be limited to protection of soils, subgrade preparation, exterior concrete, masonry, sealant, gypsum sheathing, roofing and interior finishes. The Contractor is responsible for any delays or costs resulting from the Contractor's failure to protect the Work from weather damage, weather, deterioration, theft, vandalism and malicious mischief. Contractor is further responsible for any deductible amounts related to any insurance coverage, without reimbursement.

§ 10.2.11 Any notice given to the Contractor by the Owner or the Architect of a safety or property protection violation will not: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or for sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; or (3) impose any continuing obligation upon the Owner or Architect to provide such notice to the Contractor or any other persons or entity.

§ 10.2.12 Injury or Damage to Person or Property
If the Contractor suffers injury or damage to person or property because of an alleged act or omission of the Owner, or of others for whose acts the Owner may be legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This Section does not apply to Claims, damages for additional costs or time, acceleration, or delay.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, as defined by CERCLA, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect in writing of the condition. The Contractor shall proceed with the Work in areas not affected.

§ 10.3.2 Upon receipt of the Contractor's notice, and with the Owner's agreement, the Owner shall obtain the services of a licensed laboratory to reasonably verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating

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whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection, but the Owner shall not be responsible for any delay resulting from the Contractor's objection to such person or entity. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the GMP may be increased by the amount of the Contractor's demonstrated and reasonable additional costs of shutdown, delay, and start-up, which adjustments shall be accomplished as provided in Articles 7, 8 and 15.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity or if the removal of such material or substance was a part of the Contractor's Work.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault, misuse, or negligence in the use and handling of such materials or substances. The Contractor shall store all hazardous materials safely, whether or not required by Contract Documents. The Contractor shall not install hazardous materials, including without limitation asbestos, lead, mercury, or polychlorinated biphenyl (PCB), in the Work.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without fault or negligence on the part of the Contractor and if the remediation was not a part of the Contractor's scope of Work under the Contract Documents, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 To the extent that this Project involves the remediation of contaminated property, the Contractor shall comply with chapters 64.44 and 70A.300 RCW and any provisions of the Washington Administrative Code promulgated thereunder, including the use of authorized contractors as provided in RCW 64.44.060. The Contractor shall comply with all applicable requirements of chapter 70A.205 RCW and any provisions of the Washington Administrative Code promulgated thereunder.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 Public Safety and Convenience

The Contractor shall conduct its Work so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and others in the vicinity of the Work and to ensure the protection of persons, property and natural resources. No road or street shall be closed to the public except with the permission of the Owner and the proper governmental authority. Fire hydrants and FDCs on or adjacent to the Work shall be accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, fire lanes, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, if any, on the Work site.

§ 10.6 Weather Protection

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Temporary weather protection of the Work is the responsibility of the Contractor as necessary to proceed in accordance with the Construction Schedule and environmental conditions as defined in the Contract Documents. Weather protection shall include but not be limited to protection of soils, subgrade preparation, exterior concrete, masonry, sealant, gypsum sheathing, roofing, and interior finishes. Delays and costs resulting from the Contractor's failure to protect the Work from damage due to weather or resulting from the failure of the Contractor to follow the recommendations of the Owner's geotechnical engineer are the sole responsibility of the Contractor.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located possessing an A.M. Best's policyholder's rating of A- or better and a financial rating of no less than VII and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy, which shall provide personal injury, bodily injury and property damage liability to cover the Contractor's operations, including Subcontractors and suppliers of any tier; owned, non-owned and hired vehicles; on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Contract, including but not limited to premises, products/completed operations, personal injury, blanket contractual liability, explosion, collapse or underground (XCU), employment related practices coverage, and stopgap employer's liability. This insurance will name the Owner their consultants and employees, any required governmental agencies and others designated in the Contract Documents as additional insureds for all coverages required by Section 11.1 and will include a severability of interest (cross liability clause) for Work performed under this Contract. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner's policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

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
Per Location Aggregate/Per Project Aggregate	$5,000,000
General Aggregate Per Occurrence	$10,000,000
Products & Completed Operations Aggregate	$10,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
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. This policy shall include all owned, non-owned and hired autos.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$3,000,000
Annual Aggregate	$6,000,000
V. Builders Risk	

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COVERAGE	LIMITS OF LIABILITY
Builder's "All Risk" Property Insurance including Flood & Earthquake Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	Contract Value including Soft Costs and Customary extensions of Coverage
VI. Umbrella Excess Liability	
Policy applies over and above General Liability, Auto & Employers Liability Each Occurrence Annual Aggregate	 $20,000,000 $20,000,000
VII. Cyber Coverage	
Each Claim Annual Aggregate	$5,000,000 $15,000,000

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance and termination of any coverage required to be maintained after final payment. Completed operations coverage shall remain in force for three (3) years after Final Acceptance. The insurance described above shall include coverage for underground, collapse and explosion exposures. In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the state statutory amount and Stop Gap Liability Insurance (Employer's Contingent Liability Insurance) with coverage of at least $1,000,000 each occurrence/each accident. All policies and certificates must be signed copies and policies shall contain a provision that written notice must be provided to the Owner 30 days before the policies are canceled; Contractor must provide the Owner and Architect 45 days' written notice by certified mail before the policies expire or any coverages afforded under the policy are reduced, limits decreased, or the additional insureds removed. The Contractor shall furnish to the Owner and Architect copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage or limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground, collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor.

§ 11.1.3 Before issuance of the Notice to Proceed, the Contractor shall furnish the Owner with an electronic copy of Certificates of Insurance on ACORD Certificate of Liability Insurance as evidence of all insurance required by the Contract Documents, including an endorsement to the insurance policies naming the Owner, its consultants and employees, and any required governmental agencies and others designated in the Contract Documents as additional insureds. The Contractor is not required to provide the Builder's Risk policy until the issuance of an Early Bid Package. If the Agreement is executed, no work can take place until the Certificates are furnished. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground, collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Upon written request, the Contractor will provide a copy of its policies to the Owner.

§ 11.1.4 The Owner's specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the

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minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts. Notwithstanding anything herein to the contrary, the Contractor shall provide all bonding, insurance, and permit documentation as required by governmental entities for all portions of the Project.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations giving at least thirty (30) days' notice of cancellation.

§ 11.1.6 The Owner shall be listed on the Certificate as Certificate Holder.

§ 11.1.5 The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

§ 11.1.7 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 Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

§ 11.1.8 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.

§ 11.1.9 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.

§ 11.1.10 The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the amount of $1,000,000 per occurrence with a $2,000,000 aggregate limit. Also, the Subcontractors shall name both the Contractor and the Owner as an additional insured giving at least thirty (30) days' notice of cancellation. Also, the Subcontractors shall name the Contractor and the Owner and cause the commercial liability coverage required by the Contract Documents to include, using ISO Form CG 2010 11/85 or its equivalent, (1) the Owner, its directors, officers, and agents as additional insureds for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its directors, officers, and agents, as an additional insured for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.11 If the Owner is damaged by the failure of the Contractor to maintain any of the insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.

§ 11.1.12 Insurance requirements to operate a drone over the construction site or any other property. If Contractor or its Subcontractors of any tier use or operate a drone or unmanned aircraft on or over the construction site or any other property of the Owner, Contractor shall provide to Owner evidence of sufficient insurance such as aircraft liability insurance to cover any damages, including bodily injury or property damage, caused by the operation and use of such drone or unmanned aircraft prior to its use on or above the construction site or any other property of the Owner. The limit of liability shall be at least $1,000,000 each occurrence. If a Subcontractor of any tier is the operator of such a drone or unmanned aircraft, the evidence of such insurance shall be provided by that Subcontractor.

§ 11.1.13 If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment shall not constitute a waiver.

§ 11.1.14 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.2 Builders' Risk Insurance

§ 11.2.1 Unless the Owner elects to procure builder's risk insurance directly, as a Negotiated Support Service the Contractor shall purchase and maintain until Final Acceptance, in a company or companies lawfully authorized to do business in the State of Washington, property insurance written on a builder's risk "all-risk" or equivalent policy for to cover the course of construction upon the entire Work at the site and all materials or equipment furnished or installed by the Owner on the Project, in the amount of the initial GMP, plus the value of all subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.. This insurance shall insure against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The policy shall include as named insured the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Each loss may be subject to a deductible clause, currently $10,000, but not to exceed $15,000. Except for losses caused by the Owner or by natural occurrences, losses up to the deductible amount or otherwise not covered by insurance shall be a Cost of the Work within the GMP. For losses caused by the Owner or by natural occurrences, losses up to the deductible amount shall be a cost of the Work and shall entitle the Contractor to an increase in the GMP for that deductible amount. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval.

§ 11.3 Waivers of Subrogation

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Contract or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner does not waive the subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance that are required by the Contract Documents and that are purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§11.4 Adjustment and Settlement of Insured Loss

§ 11.4.1 A loss insured under the property insurance required by the Contract shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.2. The Owner shall distribute the proceeds so received in accordance with such agreement as the parties in interest may reach. If no agreement is reached, any damaged Work shall first be repaired or replaced, and payment therefor made from the separate account by Change Order or by payment to a separate contractor, at Owner's option; further disbursements will then be determined pursuant to the provisions of Section 4.4. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Any inconsistent policy provisions will supersede the provisions of this Section.

§ 11.4.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and

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Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.5 Performance Bond and Payment Bond

§ 11.5.1 Contractor's Bonds: The Contractor shall secure and pay for, from a surety company acceptable to the Owner and admitted and licensed in the State of Washington and possessing an A.M. Best's policyholder's rating of A or better and a financial rating of no less than VIII, separate bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the MACC plus sales tax, pursuant to Chapter 39.08 RCW ("Contractor's Bond"). Within ten (10) days of executing the GMP Amendment, the Contractor shall deliver the bonds to the Owner. THE OWNER MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED AND MAY TERMINATE THE CONTRACT FOR CAUSE. The Contractor shall be responsible for any delay in the Contract Time because of failure to submit acceptable bonds.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.5.3 Subcontractors' Performance and Payment Bonds: Each Subcontractor so required by a bidding package or RCW 39.10.380 shall secure and pay for, from a surety company acceptable to the Owner and the Contractor and admitted and licensed in the State of Washington, bonds covering the faithful performance of the subcontract and payment of obligations arising under the Contract Documents related to the subcontract, each in the full amount of the subcontract sum, pursuant to Chapter 39.10 RCW and Chapter 39.08 RCW. Within ten (10) days of entering into the subcontract, and before any payment is due, the Subcontractor shall deliver copies of the bonds to the Owner and to the Architect.

§ 11.6 If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment shall not constitute a waiver.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or the Owner's request or to requirements of a governmental authority or as otherwise specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, Owner, or governmental authority, be uncovered for the requesting party's examination and be replaced at the Contractor's expense without change in the GMP or the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect, Owner or governmental authority has not specifically requested to examine prior to its being covered and for which neither the Contract Documents nor governmental laws or regulations required inspection, the Architect, Owner or governmental authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor employed by the Owner, and in that event the Owner or the separate contractor shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense without any increase to GMP or Contract Time.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the later of the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of

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warranties established under the Contract Documents, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it according to the requirements of this Section 12.2.2 with no change in the Cost of the Work promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor does not promptly in accordance with the provisions of this Section 12.2.2 initiate work to correct the Work designated in the notice, the Owner may proceed to correct the Work and may, without further notice, dispose of materials and equipment as it sees fit, and the Contractor will be liable for all costs. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages.

.1 If, in the Owner's opinion, the nonconforming Work either prevents the use of a portion of the facility and/or immediate response is required to prevent further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), the Contractor shall initiate corrective work on site the same day if the Contractor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours.

.2 If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, of affecting internal security, or of limiting the use of the facility (e.g., potential loss of heat in a single office, failure of one or more plumbing fixtures, loose carpet seam in corridor, interior door lock not working, etc.), the Contractor shall initiate corrective work on site within two (2) working days and shall complete corrective action within five (5) working days.

.3 If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the building, but must be fixed (e.g., interior door closer broken, window cracked, wall covering seam coming loose, etc.), the Contractor shall initiate corrective work on site within fourteen (14) days and shall complete corrective action within twenty-eight (28) days.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the GMP will be reduced by the greater of the (1) cost of correction, or (2) diminution of value of the Work that is not in accordance with the requirements of the Contract Documents. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law and 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.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party respect to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 If a majority of the ownership or the control of Contractor is acquired by a third party, and such acquisition reasonably imperils performance or creates a conflict of interest that the Owner, in its sole discretion, cannot reasonably reconcile, then the Owner may terminate this Contract at any time pursuant to Section 14.2, except that the Owner shall give the Contractor thirty (30) days' written notice of termination and the opportunity for the Contractor to cure prior to termination.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to the designated representative as identified in the Agreement, or to an officer of the corporation for which it was intended; or if delivered at, or sent by facsimile, registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by facsimile, or three (3) calendar days after the date of postmark.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. The Contractor's sole remedy for Claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or breach thereof, except Claims which have been waived under the terms of the Contract Documents, however, is the dispute resolution procedure of Article 15.

§ 13.4.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4.3 If any portion of this Contract is held to be void or unenforceable, the remainder of the Contract shall be enforceable without such portion.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections, and approvals of portions of the Work shall be made at an appropriate time and as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to or provided by the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of necessary tests, inspections, and approvals, except that the Contractor will be responsible for any costs of re-testing and any extra costs caused by the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The independent testing agency shall prepare the test reports, logs and certificates applicable to the specific inspections and tests and promptly and simultaneously deliver the specified number of copies of them to the designated parties. The Owner shall bear costs of tests, inspections, or approvals

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that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.5.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

§ 13.5.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall provide the Owner and Architect at least forty-eight (48) hours' notice prior to all tests and inspections.

§ 13.5.7 If the Owner is responsible under the Contract Documents, law or regulation to pay only for an inspection of any inspector, consultant or Architect, the Owner shall be required to pay only for the first actual inspection. If the Contractor arranges for an inspection and an extra cost is incurred because the inspector is required to wait, to leave without inspecting, to perform a partial inspection, to return to complete or re-inspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs to the extent caused by the Contractor. If the Contractor does not pay the charges for which it is responsible within thirty (30) days of billing, the Owner has the option to pay the charges directly and back-charge the Contractor on the next progress payment for the amount paid plus a 10% handling fee.

§ 13.5.8 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect or test by the Owner, the Owner's representatives, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery. Entities performing inspections and/or testing do not have the authority to direct the Contractor's means and methods and are not agents or representatives of the Owner or Architect. Inspections which meet the requirements of code shall not override the requirements of the Contract Documents, which may be more stringent.

§ 13.6 Statutes and Other Requirements

§ 13.6.1 The Contractor shall abide by the provisions of all applicable Washington statutes and regulations. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be a complete list and should not be relied upon as such.

§ 13.6.2 Law Against Discrimination

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.

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Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

§ 13.6.3 Provisions for Aged and Handicapped Persons
The Contractor shall comply with pertinent statutory provisions relating to public works under Chapter 70.92 RCW ("Provisions in Buildings for Aged and Handicapped Persons") and the Americans With Disabilities Act.

§ 13.6.4 Safety Standards
The Contractor shall comply with pertinent provisions of Chapter 49.17 RCW ("Washington Industrial Safety and Health Act") and Chapter 296-155 WAC ("Safety Standards for Construction Work").

§ 13.6.5 Unemployment Compensation
Pursuant to Chapter 50.24 RCW ("Contributions by Employers") in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the Commissioner of the Washington State Employment Security Department.

§ 13.6.6 Asbestos Removal
To the extent this Project involves asbestos removal, the Contractor shall comply with Chapter 49.26 RCW ("Health and Safety – Asbestos") and any provisions of the Washington Administrative Code promulgated thereunder, and the applicable section of the Specifications should be viewed for possible insurance required for the applicable Subcontractor.

§ 13.6.7 Lead, Copper, and Cadmium in Drinking Water
No materials or products may be installed or otherwise incorporated into the Work that contain lead, copper, or cadmium that exceed the actionable limits of the Environmental Protection Agency and the Safe Drinking Water Act. Neither the Architect nor the Owner will approve any substitution of material or product that may contain harmful levels of lead, copper, or cadmium, whether in plumbing, water fixtures, or any other fixture, equipment or incorporated building material. At the time of Final Acceptance, Contractor shall submit a letter to the Owner that no lead contamination or lead products have been installed in the building or anywhere throughout the Project in violation of this contractual provision and applicable laws.

§ 13.6.8 Pursuant to Chapter 49.70 RCW ("Worker and Community Right to Know Act") and WAC 296-901 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project Site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 13.6.9 Security. All contractors, suppliers, and visitors who come onto the site may be required to display an identification badge on their person. The Contractor shall be required to administer the distribution of badges and maintain a sign-out log. All badges are to display the signature of the Project Superintendent. All Owner-supplied badges shall be returned before retainage is released.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 Except as provided by RCW 60.28.080, the Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect (during which period the Owner has the opportunity to cure), terminate the Contract and recover from the Owner payment for Work properly executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on Work executed, direct costs incurred by reason of such termination, and direct damages. The total recovery of the Contractor shall not exceed the unpaid balance of the GMP less the remaining contingencies.

§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect (during which period the Owner has the opportunity to cure), terminate the Contract and recover from the Owner as provided in Section 14.1.3. The total recovery of the Contractor shall not exceed the unpaid balance of the GMP less the remaining contingency.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may, upon seven (7) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work or the Contract for cause if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make prompt payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority having jurisdiction;
- **.4** fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;
- **.5** is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- **.6** staffs the Project with personnel different from the personnel listed in its proposal; or
- **.7** otherwise is guilty of a material or substantial breach of or default under a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor on all or a portion of the Work and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4;
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work; and
- **.4** Take or direct any or all of the actions in Section 14.5.1.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the GMP, less the remaining contingencies, exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. The remaining

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contingency shall accrue to the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

§ 14.2.5 If the Owner terminates a portion of the Work, the Contractor shall continue the performance of the remainder of the Work in accordance with the Contract Documents to the extent not terminated.

§ 14.2.6 If, after the Contractor has been terminated pursuant to this Section 14.2 or otherwise for cause, it is determined that none of the circumstances set forth in Section 14.2.1 exists, then such termination shall be considered a termination for convenience pursuant to Section 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The GMP and Contract Time shall be adjusted for changes in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the GMP shall be consistent with the terms of the Contract Documents. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor consistent with the Contract Documents for Work properly executed and costs necessarily incurred by reason of such termination (such as the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders), along with reasonable profit on the Work not executed, not to exceed the Contractor's Fee in the Agreement of the Cost of the Work not performed. The total sum to be paid to the Contractor under this Section 14.4 shall not exceed the GMP, less the remaining contingencies, as reduced by the amount of payments otherwise made, by the larger of (1) the actual value, or (2) the scheduled value of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to Sections 14.5.1.6 or 14.5.1.7.

§ 14.5 Effects of Termination by Owner

§ 14.5.1 Unless the Owner directs otherwise, after receipt of a Notice of Termination from the Owner pursuant to Section 14.2 or 14.4, the Contractor shall promptly:

- **.1** stop Work under the Contract on the date and as specified in the Notice of Termination;
- **.2** place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;
- **.3** procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;

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.4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, as directed by the Owner, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;

.6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

.7 use commercially reasonable efforts to sell any property of the types referred to in Section 14.5.1.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;

.8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and

.9 continue performance only to the extent not terminated.

§ 14.5.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

.1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;

.2 any claim the Owner may have against the Contractor;

.3 an amount necessary to protect the Owner against outstanding or potential liens or Claims;

.4 the agreed price for or the proceeds of sale of any materials, suppliers or other things acquired by the Contractor or sold, pursuant to the provisions of Section 14.5.1.7, and not otherwise recovered by or credited to the Owner; and

.5 the remaining contingency.

§ 14.5.3 If (and only if) the termination pursuant to Section 14.4 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Any Claim by the Contractor for an equitable adjustment under this Section must be asserted within sixty (60) days from the effective date of the partial termination.

§ 14.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under the Contract Documents.

§ 14.5.5 The Contractor shall, from the effective Date of Termination until the expiration of six (6) years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated Work. The Owner may have costs reimbursable under this Article 14 audited and certified by independent certified public accountants selected by the Owner, who shall have full access to all the books and records of the Contractor.

§ 14.5.6 The damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of termination.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract Documents. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a Change Order Proposal accepted by Owner, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor a ROM log entry, nor any other Claim or purported notice of Claim that fails to meet the requirements of the Contract Documents shall constitute a Claim.

§ 15.1.2 Notice. Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, Contractor shall submit written notice to Owner of such claim within ten (10) days after the date when Contractor first knew, or reasonably should have known, of the event or condition giving rise to the apparent claim. The notice must identify itself as a notice of a Claim and shall include a clear description of the event leading to or causing the Claim and describe the nature and impact of the Claim in reasonable detail. Notice is sufficient if the item is both discussed in the weekly meeting and listed in the "Notice" section of the meeting minutes as a notice item.

§ 15.1.3 Claim. Contractor shall submit a written Claim as provided herein within thirty (30) days of the notice. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled to. It shall be fully substantiated and documented. At a minimum the Claim shall contain the following information:

.1 A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
.2 The date on which facts arose which gave rise to the Claim;
.3 The name of each employee of the Owner or Owner's agent knowledgeable about the Claim;
.4 The specific provisions of the Contract Documents which support the Claim;
.5 Copies of any identified documents, other than the Contract Documents, that support the Claim;
.6 If an adjustment in Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in Contract Time should be granted; and Contractor's analysis of its Construction Schedule to demonstrate the reason for the extension in Contract Time;
.7 If an adjustment to the GMP is sought, the exact amount sought and a breakdown of that amount into categories as required herein;
.8 A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Owner is liable.

§ 15.1.4 After Contractor has submitted a fully documented Claim that complies with all of the contract provisions, Owner shall respond in writing, to Contractor as follows:

1. If the Claim amount is less than $50,000 with a decision within 60 days from the date the Claim is received; or
2. If the Claim amount is $50,000 or more, with a decision with 60 days from the date the Claim is received, or with notice to the Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

§ 15.1.5 To assist in the review of the Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised.

§ 15.1.6 Failure to submit the notice or Claim in accordance with this Section shall constitute an absolute and unconditional waiver, bar and release of such claim.

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§ 15.1.7 The fact that Owner and Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless Owner and Contractor sign an explicit, unequivocal waiver approved by Owner. Actual or alleged prejudice shall not be required to enforce a notice or Claim-submittal provision of this Contract.

§ 15.1.8 Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract, and Owner shall continue to make payments in accordance with the Contract Documents. The time limits for submission of Claims are in addition to, and not in lieu of, the time limits for submission of requests for adjustments to the Contract Time and Contract Sum.

§ 15.1.9 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the GMP, written notice as provided herein shall be given before proceeding to execute the Work, and a written notice and a written Claim must be made in accordance with this Article 15, or it will be waived. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, a Claim shall be filed in accordance with this Article 15. The Contractor shall not be entitled to an increase in the GMP or Contract Time arising out of an error or conflict in or among the Contract Documents where the Contractor failed adequately to review the Contract Documents or failed to report the error or conflict to the Architect and the Owner in a timely manner consistent with the requirements of the Contract Documents. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.10 Claims for Additional Time

§ 15.1.10.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given, and a written Claim must be made in accordance with Article 15 or it will be waived. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Project directly caused thereby. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not a change in the GMP. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the GMP.

§ 15.1.10.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the GMP will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only (but not a change in the GMP) if the Contractor can substantiate to the reasonable satisfaction of the Owner and Architect that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale closest to the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. The change in Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in the Contract Time shall be the extent to which the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

§ 15.1.11 In accordance with RCW 39.10.350(1)(g), the Owner will, in writing, accept, dispute, or reject a request for equitable adjustment, change order proposal, or Claim within thirty calendar days after the receipt by the Owner of related documentation. If the request for equitable adjustment, change order proposal, or Claim is disputed or rejected, the Owner shall state in writing why part or all of the request is disputed or rejected. If the Owner does not respond in writing to a request for equitable adjustment, change order, or Claim within such thirty calendar days, the

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Contractor shall not be deemed to have waived any right to the Claim process, and the request for equitable adjustment, change order request, or Claim shall be deemed denied.

§ 15.1.12 Claims Audit.
§ 15.1.12.1 All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

§ 15.1.12.2 In support of Owner audit of any Claim, Contractor shall, upon request, promptly, and in any event no later than the date provided by Owner, make available to Owner the following documents:

.1 Daily time sheets and superintendent's daily reports;
.2. Collective bargaining agreements;
.3. Insurance, welfare, and benefits records;
.4 Payroll registers;
.5 Earnings records;
.6 Payroll tax forms;
.7 Material invoices, requisitions, and delivery confirmations;
.8 Material cost distribution worksheet;
.9 Equipment records (list of company equipment, rates, etc.);
.10 Vendors', rental agencies', Subcontractors', and agents' invoices;
.11 Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
.12 Subcontractors' and agents' payment certificates;
.13 Cancelled checks (payroll and vendors);
.14 Job cost report, including monthly totals;
.15 Job payroll ledger;
.16 Planned resource loading schedules and summaries;
.17 General ledger;
.18 Cash disbursements journal;
.19 Financial statements for all years reflecting the operations on the Work. In addition, Owner may require, if it deems it appropriate, additional financial statements for three (3) years preceding execution of the Work;
.20 Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
.21 If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
.22 All documents which relate to each and every Claim together with all documents which support the amount of any adjustment in GMP or Contract Time sought by each Claim;
.23 Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
.24 Work sheets, software, and all other documents used by Contractor to prepare its Proposal.

§ 15.1.12.3 The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

§ 15.2 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes without limitation:

.1 damages incurred by the Owner for rental expenses, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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.2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit and for interest or financing costs.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.2 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, to preclude Owner's claim of actual direct damages for Contractor's failure to complete the Project in the time required by the Contract Documents, or to preclude an obligation of the Contractor to indemnity the Owner for direct, indirect or consequential damages alleged by a third party.

§ 15.3 Mediation

§ 15.3.1 If a Claim is not resolved in the dispute resolution procedure of Section 15.1, neither the Contractor nor any Subcontractor or supplier of any tier may bring a claim or action against the Owner in litigation unless all unresolved claims are first subject to nonbinding mediation before a single mediator. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty (30) days of the request, either party may submit the unresolved Claims to either JAMS or Judicial Dispute Resolution, LLC ("JDR"), Seattle, Washington, or such other alternative dispute resolution service to which the parties mutually agree, for appointment of a single mediator according to its procedures.

§ 15.3.3 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 An officer of the Contractor and the Owner's Superintendent or designee, each having full authority to settle the Claims, must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Architect or Subcontractors or suppliers of any tier, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner.

§ 15.4 Litigation

§ 15.4.1 The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 15. The Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 15. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner, or (b) ninety (90) days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of a mediation (the time period between the written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty (30) days after the date of the mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).

§ 15.4.2 The Owner may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

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SKANSKA

Exhibit 1
Contractor's Preconstruction Work Plan

PROJECT: Vancouver Maintenance and Operations
OWNER: City of Vancouver
ARCHITECT: TCF

ESTIMATE TYPE: GC/CM Precon Services
ISSUE DATE: 5/22/2025

Preconstruction Start: 4/22/2025
Preconstruction Complete: 9/30/2026
Duration (weeks): 75
Duration (months): 17

Weeks Check 0

SECTION	ITEM NO.	ITEM DESCRIPTION	QUANTITY	U/M	MAT'L	MATERIAL AMOUNT	AM Brian		PRE Manager Albert		PM Derek		SUP'T Wade		Scheduler Dean		Lead Estimator Noel		Estimate Support Varies		MEP Estimators		Structural Estimators		Project Acct TBD		Sustainability Mark		Diversity Manager Courtney		TOTAL AMOUNT		Comments
							Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Total Hrs	Total $	
1.0	**Kickoff**	**4/22/2025 to 5/1/2025**	0	ea																												$0
		Kick-off Mtg	0	ea	$ -	$ -	6	0	6	0	6	0	6	0		0	6	0		0		0		0		0		0		0	0	$0	
		Preliminary Estimate and Day 1 Cost Estimate	0	ea	$ -	$ -	4	0	16	0		0	4	0		0	60	0	170	0	73	0		0		0		0		0	0	$0	
		Pull Planning Session	0	ea	$ -	$ -		0	8	0	8	0	8	0	8	0		0		0		0		0		0		0		0	0	$0	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
2.0	**SD**	**5/1/2025 to 6/30/2025**	10	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$110,170
		Preliminary Estimate and Day 1 Cost Reconciliati	1	ea	$ 500	$ 500		0	16	16		0		0		0	16	16	16	16	16	16		0		0		0		0	64	$9,057	
		OAC Meetings (Virtual)	10	ea	$ -	$ -	1	10	2	20	1	10	1	10		0	1	10		0		0		0		0	0.5	5		0	65	$11,080	
		Design Coordination Meetings	10	ea	$ -	$ -	0	0	4	40	2	20	4	40		0	4	40		0		0		0		0	0.5	5	1.0	10	155	$24,343	
		In Person Meetings Held In Vancouver	4	ea	$ 500	$ 2,000	8	32	8	32		0	8	32		0	8	32		0		0		0		0		0		0	128	$24,033	
		80% SD BCS Update	1	ea	$ -	$ -		0		0		0		0		0	60	60	50	50	39	39		0		0		0		0	149	$20,231	
		Scheule Development / Updates	2	mos	$ -	$ -	2	4	8	16	2	4	8	16	6	12	0	0		0	0	0		0		0		0	2	4	56	$8,786	
		Interdisciplinary QA/QC	2	mos	$ -	$ -	0	0	8	16	8	16	8	16		0	10	20		0	6	12		0		0		0	1	2	82	$12,640	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
3.0	**DD**	**7/1/2025 to 10/31/2025**	17	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$290,952
		OAC Meetings (Virtual)	17	wks	$ -	$ -	1	17	2	35	1	17	1	17		0	1	17		0		0		0		0	0.5	9	0	0	113	$19,205	
		Design Coordination Meetings	17	wks	$ -	$ -	0	0	4	69	2	35	4	69		0	4	69		0		0		0		0	0.5	9	1	17	269	$42,195	
		In Person Meetings Held In Vancouver	2	ea	$ 500	$ 1,000	8	16	8	16	2	4	8	16		0	8	16		0		0		0		0		0	0	0	68	$12,555	
		80% DD Estimate	1	ea	$ -	$ -	4	4	16	16		0	4	4		0	80	80	240	240	160	160	80	80		0		0		0	584	$68,762	
		80% DD Estimate Reconciliation	1	ea	$ -	$ -		0	16	16		0		0		0	24	24	16	16	32	32		0		0		0		0	88	$12,550	
		Scheule Development / Updates	6	mos	$ -	$ -	2	12	8	48	4	24	8	48	6	36	0	0		0	0	0		0		0		0	6	36	204	$30,653	
		Interdisciplinary QA/QC	6	mos	$ -	$ -	2	12	8	48	8	48	8	48		0	10	60		0	8	48		0		0		0		0	264	$41,824	
		Bid Package Management	6	mos	$ -	$ -	0	0	8	48	4	24	4	24		0	4	24		0		0		0		0		0	2	12	132	$20,604	
		DD Phase Value analysis	6	mos	$ -	$ -	0	0	8	48	4	24	4	24		0	16	96	8	48	8	48		0		0		0		0	288	$42,605	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
4.0	**CD**	**11/1/2025 to 9/30/2026**	48	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$430,290
		OAC Meetings (Virtual)	48	ea	$ -	$ -	1	48	2	95	1	48	1	48		0	1	48		0		0		0		0	0.5	24	0	0	310	$52,811	
		Design Coordination Meetings	48	ea	$ -	$ -	0	0	4	191	2	95	4	191		0	2	95		0		0		0		0	0.5	24	1	48	643	$99,159	
		In Person Meetings Held In Vancouver	2	ea	$ 500	$ 1,000	8	16	8	16	2	4	8	16		0	8	16		0		0		0		0		0		0	68	$12,555	
		90% CD Estimate	1	ea	$ -	$ -	4	4	16	16		0	4	4		0	120	120	240	240	160	160	80	80		0		0		0	624	$75,840	
		90% CD Estimate Reconciliation	1	ea	$ -	$ -		0	16	16		0		0		0	16	16	16	16	32	32		0		0		0		0	80	$11,134	
		Scheule Development / Updates	9	mos	$ -	$ -	2	18	8	72	4	36	8	72	6	54	0	0		0	0	0		0		0		0	6	54	306	$45,979	
		Interdisciplinary QA/QC	9	mos	$ -	$ -	2	18	8	72	8	72	8	72		0	10	90		0	8	72		0		0		0		0	396	$62,736	
		Bid Package Management	9	mos	$ -	$ -	0	0	8	72	4	36	4	36		0	4	36		0		0		0		0		0	4	36	216	$32,915	
		CD Phase Value analysis	9	mos	$ -	$ -	0	0	4	36	4	36	4	36		0	8	72	4	36	4	36		0		0		0		0	252	$37,160	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
5.0	**General**		17	mos	$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
		Accounting Support	17	mos	$ -	$ -		0		0		0		0		0		0		0		0		0	8.7	147		0		0	147	$9,546	
		Allowance for Agg Pier Engineering and Misc Shop	1	Allowance	$ -	$ 50,000		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
SUBTOTAL Kickoff																															**$ 840,958**	**Total Labor Cost**
TOTAL MATERIAL / STAFF HOURS / STAFF LABOR						**$54,500**		**211**		**1070**		**553**		**839**		**102**		**1058**		**662**		**655**		**160**		**147**		**75**		**219**	**5,751**	**Total Hours**

377.00 wd	**PRECONSTRUCTION DURATION (Work Days)**	START	END	DURATION (HRS)
Duration in Hours is based on 8hrs/day for a standard 5 day work-week.		04/22/25	09/30/26	3,016

ESTIMATED REIMBURSABLES

Drawings / Reproduction	1	Allow	$ 500	$ 500
Parking & Transportation	1	Allow	$ 1,750	$ 1,750
Postage / Messenger	1	Allow	$ 250	$ 50
Total Reimbursable				$ 2,300

PRECONSTRUCTION SERVICES SUMMARY

Travel	$4,500
EW Engineering and Detailing Allowance	$50,000

COMMENTS:
- Full estimate and reconciliation at 80% SD not included at the moment. Currently a heavier budget control summary effort performed at that stage
- Recommend performing the CD estimate earlier that 90%

	Total Staff Labor	$ 840,958
	Total Reimbursable	$ 2,300
	SUBTOTAL DIRECT COSTS	$ 897,758
B&O Taxes	Incl in rates	$ -
Insurances	Incl in rates	$ -
Contractors Fee (N/A Fixed Rates)	Incl in rates	$ -
	SUBTOTAL INDIRECT COSTS	$ -
	SUBTOTAL PRECONSTRUCTION SERVICES FEE	$ 897,758
	TOTAL PRECONSTRUCTION SERVICES FEE --->	$ 897,758

Contractor's Preconstruction Work Plan

Hourly Rates											
$251.21 /hr	$168.25 /hr	$134.60 /hr	$154.65 /hr	$135.83 /hr	$176.94 /hr	$90.99 /hr	$129.86 /hr	$95.95 /hr	$64.79 /hr	$108.26 /hr	$111.64 /hr
AM Brian	PRE Manager Albert	PM Derek	SUP'T Wade	Scheduler Dean	Lead Estimator Noel	Estimate Support Varies	MEP Estimators	Structural Estimators	Project Acct TBD	Sustainability Mark	Diversity Manager Courtney

Exhibit 2
Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
In order to assist the GC/CM proposers in developing the cost associated with the segments of the fee proposals process and how costs are intended to be treated under the Contract Documents, the Owner is providing the following Cost Responsibility Matrix (CRM). The shaded and checked box indicates in what section the Owner expects the GC/CM proposer to apply the identified costs. This list is not intended to be a complete list of activities and costs required to complete the project, but a guide outline. Proposers should refer to the Request for Final Proposals (RFFP) along with the Contract Documents (Agreement & General Conditions), including all addenda, to ascertain all of the full project scope requirements. In the event there is conflict or omitted items contained in the CRM, the Contract Documents shall govern. Note that there are some items listed in the CRM that are not specifically addressed in the RFFP or Contract Documents but have been added to this CRM to clarify scope. These clarified scope items shall be included in the scope of services.								
Preconstruction Services (Definition)		X						
Make recommendation on possible alternate or substitute products, technologies, techniques, methods and practices.		X						
Preconstruction Services & related tasks prior to GMP.		X						
Review design drawings and specifications and comment on errors, omissions, inconsistencies and coordination issues.		X						
Evaluate Owner's program, schedule and construction budget.		X						
Design meetings with Owner and Architect and recording/dispersement of meeting minutes.		X						
Advise and make recommendations to Owner and Architect on design issues such as site use, selection of building materials, building systems, equipment and other project determinents.		X						
Assist Owner and Architect in establishing building information modeling protocols and standards.		X						
Review Owner-provided reports, existing facility record documents, design standards and program information and identify any errors or inconsistencies between them and the design.		X						
Constructability plan and ongoing constructability review/analysis of the design documents.		X						
Ongoing value engineering review and recommendations of the design documents.		X						
Site Investigation.		X						
Preparation and update of project schedule prior to GMP.		X						
Construction phasing plan and recommendations on phasing and early procurement prior to GMP.		X						
Ongoing cost estimating and budget reconcilliation prior to GMP.		X						

Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
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Make recommendation on equipment, materials, services and temporary facilities.		X						
Analysis of subcontractor and supplier market conditions prior to GMP.		X						
Development of subcontracting plan and subcontractor outreach to develop interest in the project prior to GMP.		X						
Subcontractor bididng process, including pre-bid eligibility, subcontractor bidding, subcontractor buyout and subcontract award and execution prior to GMP amendment.		X						
Testing, intrusive investigation, selective demolition and restoration during design, when pre-approved by Owner.		X						
Submit information as required to CPARB, prior to GMP.		X						
Udating and/or modifying of building information models supplied by Owner/Architect for cost estimating purposes.		X						
Advise/recommend on early procurement and/or early bid packages and provide planning, assembly, advertising, pre-bid conference, bidding, and associated GMP Amendment/Mini-MACC.		X						
Construction Manager's Fee (Definition)			X					
GCCM profit and all overhead expenses not otherwise reimbursable under Contract Documents.			X					
Overhead and other expenses of the GCCM's home office and offices other than the on-site office.			X					
All taxes (use, B&O, income, etc.), except State and local sales tax.			X					
Preparation and negotiation of Guaranteed Maximum Price proposal and the final Guaranteed Maximum Price Amendment.			X					
Costs above the Guaranteed Maximum Price, other than costs approved by Owner in a Change Order.			X					

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Salaries and other compensation of GC/CM personnel not stationed at the on-site office.			X					
Bonuses, Profit Sharing, Incentive Compensation and other Discretionary Payments.			X					
GCCM's capital expenses.			X					
Costs due to the negligence of or failure to fullfill a specific responsibility of the contract by the GC/CM, subcontractors of any tier, supplier or anyone employed by any of them.			X					
Overtime wages not pre-approved by Owner.			X					
Main office, home office or on-site office accounting related or data processing related, software, hardware or computer related costs.			X					
Penalties and fines imposed by a Governmental entity.			X					
Liquidated Damages.			X					
Costs of reproduction, telegrams, facsimilies, long-distance phone calls, postage, express delivery charges, telephone at the site and reasonable petty cash expenses of the on-site office.			X					
Legal, consultant or claims-related costs.			X					
Business licenses.			X					
Correction of Work rejected or deemed nonconforming to the requirements of the Contract Documents, including retesting and inspections.			X					
GC/CM's costs related to mediation related to claims, disputes or other matters.			X					
Specified General Conditions (Definition)				X				
GC/CM management of Negotiated Support Services.				X				

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GC/CM construction administration, management services and supervision of the project.				X				
All costs, except bid document reproduction and advertisement, associated with subcontractor pre-bid eligibility, subcontractor bidding, subcontractor buyout and subcontract award and execution after the GMP.				X				
All aspects of safety, and/or the project safety plan, implementation and administration.				X				
Any cost that is not specifically identified as a Reimbursable Cost of the Work, a Negotiated Support Service or as covered by the Fee.				X				
All bonds and insurance, except builders risk, required by A201 - Section 11 and bonding of subcontractors with contract value < $300K.				X				
Develop, submit, monitor, report and update Construction Schedule after GMP.				X				
Daily logs documenting construction activities, weather, subcontractors/workers on site, equipment on site, deliveries, safety/injury information, photos and other information.				X				
Maintain record copy of all subcontracts, purchase orders, record drawings and specifications, addenda, change orders, shop drawings, product data, samples, submittals, inspection reports, applicable handbooks, O&M manuals and instructions.				X				
Provide General Contractor's project manager(s), superintendent(s), field engineer(s), QC specialist(s), scheduling engineer(s), safety engineer(s), quality control specialist(s), administrative, clerical, accounting and data processing personnel.				X				
Develop Submittal Schedule and receive assemble, review, submit, track, revise, resubmit and maintain file of approved Submittals, Product Data, Samples and Shop Drawings.				X				
Assembly, submittal, revision and processing of Proposal Requests, Change Order Proposals, Construction Change Directives and Change Orders.				X				

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Wages or salaries of the GC/CM's supervisory and administrative personnel stationed at the site or a location other than the site.				X				
Wages and salaries of the GC/CM's supervisory and administrative personnel engaged at factories, workshops or while traveling in expediting the production or transportation of materials or equipment required for the Work.				X				
Onsite storage and handling of materials.				X				
Costs of the GC/CM's site office furnishings and equipment including technology, communication (phone, fax, cell phone), clerical and reproduction (copiers, printers and scanners).				X				
Costs for the GC/CM's electronic equipment and software, including computers, copy machines, printers, scanners, plotters and fax machines.				X				
Expenses incurred for relocation and temporary living allowances of GC/CM personnel.				X				
Commuting or travel costs from the GC/CM's home office or from any personnels home.				X				
Warehousing in the GC/CM's facility.				X				
Assembly, submittal, revision and processing of Application for Payment and Schedule of Values.				X				
Background/record check for employees of GC/CM and subcontractors through Washington State Patrol.				X				
Develop and administer a site security and tracking system for all individuals with access to the project site. System shall require all contractors, subcontractors, suppliers and visitors to display an identification badge/sticker.				X				
Coordination, Cooperation and Scheduling with and access to site for Owner and/or Owner's separate contractor(s).				X				

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Costs of document reproduction and delivery charges except for subcontractor bid packages, fax transmissions, long-distance phone calls, postage and parcel delivery charges, telephone and internet service at the site and reasonable petty cash expenses of the site office.				X				
Project Substantial Completion, Punchlist, Final Completion and Warrantee period requirements, deliverables, Work, tasks, processes, procedures, administration and coordination.				X				
Management, coordination and administration of work during commissioning process.				X				
All required and necessary Owner training.								
Notify, manage, coordinate and scheduling the independent special testing agency work and keep records of testing reports.				X				
Submit information as required to CPARB, after GMP				X				
Cost estimating after GMP.				X				
Facilitation of preconstruction, construction progress, pre-installation, subcontractor, and other construction related meetings after GMP, including meeting facilitation/administration and recording and distribution of minutes.				X				
Subcontract/subcontractor management, administration and coordination.				X				
GCCM's project-related accounting, cost accounting, cash flow analysis and record keeping realated to those functions.				X				
Mangement and administration of regulatory requirements.				X				
Maintain and update building information models during construction.				X				
Cost for company-owned vehicles or vehicle allowances for employees and the mileage, maintenance and fuel costs for such vehicles.				X				

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Subcontractor outreach to develop interest in the project after the GMP.				X				
All costs related to project closeout including, but not limited to, labor, activities and procedures.				X				
GC/CM's costs for hard-wired service connections, connection fees and monthly service charges for computers, internet, phone, copy machines and fax machines. Note that subcontractor costs for these items shall be included in the cost of the work.				X				
All costs related to project record documents.				X				
Cost of the Work/MACC (Definition)					X			
Allowances for Work that is not fully defined and/or quantified at the time of the GMP.					X			
Subcontractor bid document reproduction, after GMP, unless paid directly by Owner.					X			
Subcontractor cost(s) including labor, materials, equipment, rentals, fee, insurance, bonds etc. as allowed by the Contract Documents.					X			
Design-build subcontractor(s) and designer(s) as required by the Contract Documents.					X			
Wages or salaries of GC/CM's construction workers performing construction of the work at the site.					X			
Personnel payroll related costs required by law or collective bargaining for taxes, insurance, contributions, assessments. For personnel not covered by collective bargaining, sick leave, medical and health benefits, holidays, vacation time and pensions.					X			
Cost of materials and equipment, including transportation and off-site storage, to be incorporated in the construction.					X			

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Costs of transportation, storage, installation, dismantling, maintenance and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM and fully consumed in performance of the work.					X			
Rental charges from a third party for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM at the site and costs of transportation, installation, dismantling, minor repairs and removal of such temporary facilities, machinery, equipment and hand tools.					X			
Rentals from the GC/CM or an entity that it or any of it's owners has ownership.					X			
Subcontractor cost for progress cleaning including removal of rubbish and debris from the site of the Work and its proper and legal disposal. Note that a separate, specific subcontract for progress cleaning, rubbish removal and debris removal not normally included in a trade subcontract is not allowed as a cost of the Work.					X			
Fees of laboratories for tests required of the GCCM by the Contract Documents, except those related to defective or nonconforming work.					X			
Royalties and license fees paid fro the use of a particular design, process or product required by the contract documents.					X			
Deposits lost for causes other than the GC/CM's negligence or failure to fulfill a specific responsibility in the Contract Documents.					X			
Subcontractor permits, fees and licenses.					X			
Material, equipment, product and system warranties.					X			
Cutting, patching and restoration.					X			
Costs associated with uncovering work that is prematurely covered up prior to the Owner, Architect or a povernmental authority having been provide proper opportunity to inspect.					X			

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Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.					X			
Subcontractor's costs for hard-wired service connections, connection fees and monthly service charges for computers, phone, copy machines and fax machines. Note that GC/CM's costs for these items shall be included in the Specified General Conditions.					X			
Costs for Subcontractor's electronic equipment and software, including computers, copy machines, printers, scanners, plotters and fax machines and the related connection and useage costs.								
Subcontractor costs for preparing, submitting and approval of submittals including, but not limited to, product data, samples, mockups, shop drawings, layout drawings required by specification divisions 02-49.					X			
Protection of building products subject to damage, under cover in a clean and weather-tight enclosure, with ventilation adequate to prevent condensation and maintain temperature and humidity within range required by manufacturer’s instructions.					X			
Construction waste including on-site containers for waste and recycling as well as related collection and/or disposal costs.								
All costs associated with equipment and utility shutdowns, including costs for associated overtime work, schedule changes or failure to complete utility connections within authorized shutdown periods.					X			
Removal of all temporary support facilities including, but not limited to, hoist power and water infrastructure, hoist foundations, and communications cabling and pathway, unless indicated otherwise in the Contract Documents and restoration of the Project site to original or new conditions, patching and filling as required to match adjacent surfaces.					X			

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Coordinate the need and pay for all electrical power and service with the local public utility. Contractor shall pay for, provide, and install all necessary temporary equipment for the installation and removal of temporary construction power as required for the Project and by the Owner and/or public utility. Temporary equipment shall be installed and maintained in accordance with applicable safety regulations and the Owner's requirements.					X			
Provide and maintain construction lighting to provide adequate general illumination of the work area for all trades. Shield construction lighting from adjacent residential areas.					X			
If Owner's HVAC system is utilized for construction, protect the HVAC system from construction dust contamination, install MERV 8 filter media, Replace Owner's filtration on any return air fan system with a minimum 85 percent filtration media prior to substantial completion and provide cleaning of the components exposed to contamination prior to Owner's occupancy.					X			
Costs associated with Preliminary Cleaning operations as a prerequisite for Architect's Final (Punchlist) Inspection.					X			
Coordinate and pay for: all temporary construction water with the local public utility; all cost of temporary piping including pressure reducing station, back flow preventer; and removal of piping and restoration as required by the public utility at the completion of the Work.					X			
Temporary enclosures including, but not limited to, fire-rated barriers, dustproof enclosures and site fences to protect the Work and to provide for public protection as required by law and ordinance.								
Negotiated Support Services (Definition)						X		

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Cranes and hoisting related costs including, but not limited to, mobile and/or tower cranes, personnel hoists, forklifts, and other specialized lifting apparatus and their labor for operation, as required for the work, if not subcontracted.						X		
GC/CM cost for progress cleaning including removal of rubbish and debris from the site of the Work and its proper and legal disposal, except when performed by a trade subcontractor as part of their subcontract work.						X		
Street cleaning, sweeping, dust control and maintenance/control of traffic, including flaggers, cones, signage, etc., on public streets and roads.						X		
Temporary heat, hookups and toilet & wash facililties.						X		
Temporary hookup, meter, fees and installation for construction utilities including, water, electric, natural gas, sewer and storm water.						X		
Advertisement and negotitiation of subcontractor bid packages after GMP.						X		
Builders Risk Insurance, if not paid by Owner.						X		
Fees for project-specific permits, licenses and the inspections of authorities having jurisdiction required of the GC/CM by the Contract Documents.						X		
Cost for final cleaning required following Architect's Final (Punchlist) Inspection and prior to Substantial Completion.						X		
Except for subcontractor permits, fees and licenses, all additional permits, licenses and micellaneous or ancillary fees required for the execution of the Work, including costs of renewal and penalties.						X		
Temporary protection of trees, shrubs, lawns, walks, pavement, etc.						X		
Temporary trailer/ field office space for Contractor and Owner/Architect, if required.						X		

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Furnish and install project identification sign(s) as designed by Architect.						X		
Cost for utilities (power, water and sewer) used during construction.						X		
Construction site security including security lighting, camera systems, alarm systems, patrols, fire watches, etc., as required.						X		
Temporary, construction utility (water, power, sewer) permits/fees, hook-up and meters.						X		
Provide, install and maintain erosion control measures.						X		
Provide, install and maintain scaffolding and shoring.						X		
Temporary elevator operations during construction and prior to inspection/approval by WA L&I.						X		
Weather protection costs not included in subcontractor bid scope.						X		
Building system mockups required by Contract Documents.						X		
Test Engineer Services						X		
Electrical Testing Subcontractor.						X		
Temporary fire protection.						X		
Furnish adequate temporary facilities for the sole use of the Owner's Testing Agency to provide safe storage and curing space for test specimens that must remain on-site prior to transport to the laboratory.						X		
Provide, install, maintain and remove miscellaneous temporary construction to protect the Work, including but not limited to, all required tarpaulins, canopies, warning signs, steps, bridges, platforms and other temporary construction necessary for the safe and proper completion of the Work.						X		

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Provide, install, maintain and remove temporary noise barriers between work equipment and adjacent facilities or properties as required to Maintain the sound pressure level of exterior construction noise from exceeding 60 decibels with a frequency rating function A (60 dBA) inside adjacent facilities with windows closed between the hours of 7:30 a.m. and 5:30 p.m. weekdays						X		
Services of Contractor's Structural Engineer and Contractor's Surveyor						X		
Travel expenses for out of town travel for project specific purposes, only if approved by the Owner,						X		
Construction Manager's Contingency (Definition)							X	
Costs related to project and design issues that a reasonable construction manager should have resolved during Precon.							X	
Costs for coordination items between drawings, drawings and specifications, items specified and not drawn, ambiguities in the Contract Documents.							X	
Buyout errors or shortfalls, scope gaps and coordination items between disciplines.							X	
Damaged Work not covered by insurance.							X	
Unanticipated General Conditions expenses.							X	
Increases in bid subcontracts and subcontractor performance or failure.							X	
Builders Risk Insurance, if paid by Owner.								X
Changes in scope of the Work after the GMP that result in Change Order.								X

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Concealed or unknown conditions that could not have been reasonably anticipated or discovered by the GC/CM during Preconstruction.								X
Regulatory agency changes after the GMP.								X
Significant design errors or omissions in the drawings or specs that could not have been reasonably anticipated or discovered by the GC/CM prior to GMP.								X
Changes required by governmental inspectors to meet requirements beyond those required in regulations.								X
Adjustments to allowances contained within the GMP.								X
State and local sales taxes.								X
Tests, inspections and reports required by law or otherwise agreed to, including structural, mechanical, chemical, air and water polution and hazardous materials.								X
Existing site survey and legal description.								X
Geotechnical engineering investigations and report.								X
Initial building permit and fees.								X
Independent Testing Agency testing and inspection services.								X
Subcontractor bid document reproduction prior to GMP.								X
Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.								X
Design Team (Architectural & Engineering) Services.								X
Owner's Commissioning Authority.								X
GC/CM Advisory and Project Management Consultant, if applicable.								X

Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
In order to assist the GC/CM proposers in developing the cost associated with the segments of the fee proposals process and how costs are intended to be treated under the Contract Documents, the Owner is providing the following Cost Responsibility Matrix (CRM). The shaded and checked box indicates in what section the Owner expects the GC/CM proposer to apply the identified costs. This list is not intended to be a complete list of activities and costs required to complete the project, but a guide outline. Proposers should refer to the Request for Final Proposals (RFFP) along with the Contract Documents (Agreement & General Conditions), including all addenda, to ascertain all of the full project scope requirements. In the event there is conflict or omitted items contained in the CRM, the Contract Documents shall govern. Note that there are some items listed in the CRM that are not specifically addressed in the RFFP or Contract Documents but have been added to this CRM to clarify scope. These clarified scope items shall be included in the scope of services.								
Auditing Consultant.								X

Staff Report: 115-25

To: Mayor and City Council
From: City Manager
Date: June 9, 2025

Subject
Contract - Safe Park Service Provider Contract Agreement with Live Love Outreach - C-101967

Key Points

- Unsheltered homelessness has continually increased and has significant negative impacts on the broader community and unhoused residents themselves.
- Our community does not have shelter capacity to meet the growing need.
- Revisions to the Vancouver Municipal Code, Chapter 8.22, “Camping” have been made to implement a Safe Park Program. With the establishment of this program, this has brought increased health, sanitation, and livability for all Vancouver residents, businesses, and visitors alike.
- City staff is requesting to approve this service provider contract.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

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

Present Situation
An estimated 500–600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing need. This Council has observed that many individuals who live outdoors on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by outdoor habitation. Single female encampment occupants experience a disproportionately high incidence of violent crime as compared to other people. Families with children who live outdoors as a result of a lack of adequate shelter are also disproportionately adversely impacted by the risk of physical danger and impediments to childhood education.

Simultaneously, Council has also observed that the City’s sensitive ecological areas are adversely impacted by secondary impacts of outdoor habitation. The City’s sensitive waterways, water treatment facilities, stormwater and wastewater facilities are particularly vulnerable to the impacts of illegal dumping and improper disposal of human waste. Additionally, individuals living outdoors in greenways and wooded areas who utilize fire as a source of heat, or to cook with, increase the potential for wildfire in those areas, particularly during our dry/summer months.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness, provide for greater safety, stability, and access to needed services for individuals experiencing unsheltered

homelessness, this Council has approved the establishment of a city-sponsored Safe Park Community in designated areas. These communities are managed and supported by contracted service providers who work to:

- Ensure safety and sanitation within and immediately surrounding the designated community;
- Assist Safe Stay Community residents with obtaining stability, accessing needed resources, and transitioning into a more permanent housing situation; and
- Proactively engage with the surrounding neighborhood(s) to mitigate potential negative impacts to the neighborhood, facilitate neighborhood participation and volunteer opportunities within the designated community, and encourage participation in neighborhood/community events, neighborhood association meetings, etc. among Safe Stay Community residents.

Advantage(s)

1. Live Love Outreach is a mostly Peer-run organization, with supportive services delivered by trained individuals who also have lived experiences with homelessness, mental/behavioral health, and demonstrated recovery.
2. Live Love manages City of Vancouver's Safe Stay 2 – Hope Village.
3. Live Love Outreach is an existing organization who provides hot meals, clothing, and connects resources to our unhoused community at Living Hope Church for severe winter weather events.
4. Safe Park serves as a temporary bridge while more permanent housing and shelter options are implemented.
5. Because these sites are managed, our community has seen a decrease in solid waste, encampments in unsafe spaces, and negative environmental impacts.
6. Because these sites are supported, residents have greater access to services, increased stability, and more safe, healthy, and humane living conditions as they work to resolve their homelessness.

Challenge(s)

None at this time.

Budget Impact

Annual expenses for the new contract are $963,947. Budget has been appropriated in the 2025 budget for a service provider at Safe Park for $989,000. No additional funds will be requested.

Prior Council Review

None

Action Requested

On Monday, June 9, 2025, authorize the City Manager, or designee, to approve the professional services contract with Live Love Outreach of Vancouver, WA, and to authorize the City Manager, or designee, to execute a contract for delivery of supportive services and site management at city-sanctioned Safe Park Community.

Staff Contact

Kimbra Ledbetter, Financial Analyst, Kimbra.Ledbetter@cityofvancouver.us

Attachments:

1. Live Love Contract

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101967

This Services Agreement ("Agreement"), effective on July 1, 2025 ("Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Live Love Outreach, a nonprofit corporation organized under the laws of the State of Washington ("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 proposals, numbered 21-25 (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 $ 963,947.60 USD.

   This payment is the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. 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.

Following termination for any reason, Contractor will leave all property it has purchased for the Services at the site where it provides the Services to ensure continuity of service. Contractor's obligation is limited to property the City has or will reimburse Contractor for under this Section 2.

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, Jamie Spinelli, by email to jamie.spinelli@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Jamie Spinelli, 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 July 1, 2025 and continues until June 30, 2030. The Parties may agree in writing to renew the Agreement up to 5 additional years. However, the total term, including any renewal(s), shall not exceed ten years. The term and any renewal term are collectively the "Term."

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 City Records. 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. For the avoidance of doubt, City requires Contractor to maintain Services-related records pursuant to the Local Government CORE schedule available at local-government-common-records-retention-schedule-core-v.5.0-(october-2024).pdf. These records include security footage, which must be retained a minimum of 30 days. 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 with thirty days' prior notice to Contractor. 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. TERMINATION FOR MATERIAL BREACH: A Party may terminate for material breach of this Agreement. The nonbreaching Party will provide a cure period of at least 5 business days or, if the material breach is incapable of cure in the nonbreaching Party's

reasonable discretion, it may terminate the Agreement immediately upon written notice to the other Party.

13. **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).

14. **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

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

1. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

2. 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.

3. 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.

4. 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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: For the Contractor:

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

Brian Norris
Live Love Outreach
2711 NE Andresen Rd
Vancouver, WA 98661
Email: briann@liveloveoutreach.com

Either Party may update its address for notice by giving written notice to the other Party.

26. **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.

27. **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; 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.

28. **SURVIVAL**. Sections 15 - 35 will survive any termination of this Agreement.

29. **WAIVER**. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

30. **THIRD PARTY BENEFICIARIES**. There are no third-party beneficiaries under this Agreement.

31. **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.

32. **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.

33. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

34. **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.

35. **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

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

CONTRACTOR:
Live Love Outreach

Signature

Printed Name /Title

Date

EXHIBIT “A”:
Scope of Work

The Safe Park program will provide a safe parking location for people who are living in their vehicles by creating a stabilizing and supportive community. This will be supported with human services, community-building and engagement, and movement to stable housing. The Safe Park site is intended to operate as a temporary living environment and is not intended to provide a long-term or permanent living option for participants.

The Safe Park program will have access to the existing small building on-site for office/storage space and two large event tents for community space, which the City will provide. The selected service provider will need to provide a minimum of two (2) staff on-site 24/7, and support services aimed at resident stability, future housing/employment retention, and participant well-being. The Service provider “Provider” will also need to coordinate with other community partners and the local homeless crisis response system.

The Provider will be responsible to do the following:

1. Manage the site and day-to-day operations of the Safe Park site.
2. Amending a base Code of Conduct with Safe Park participant input to meet their needs while still meeting community expectations about the site.
3. Enforce a Code of Conduct and identify the process for removing those individuals not adhering to the Code of Conduct.
4. Coordinate with the Homeless Assistance and Resources Team (HART), VPD, and other community partners regarding referrals into the Safe Park.
5. Provide case management, Peer support, system navigation and/or care coordination services to assist participants with identifying and removing barriers to stability, well-being, and housing.
6. Register and track clients and services provided/accessed in the Homeless Management Information System.
7. Participate in relevant Homeless Crisis Response System coordination meetings, as well as other coordination/collaboration meetings amongst City Safe Stay/Safe Park programs.
8. Assist clients with housing navigation services as a pathway to permanent housing.
9. Provide strengths-based and trauma informed support and engagement to individuals in Safe Park community; and facilitate/coordinate connection to other community partners to provide supportive services (on-site when possible) such as mental health counseling, substance use treatment, legal assistance, enrollment in benefits, literacy training, medical, dental care, pet care etc.

10. Manage snacks and/or meals and develop and enforce policy on receiving food from outside people/agencies.
11. Monitor activity outside the perimeter of the facility to mitigate loitering around the site and help the City maintain its commitment as a Good Neighbor.
12. Maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures.

To ensure that the program is well coordinated, City staff will hold monthly meetings with the Provider with the goal of ensuring that the City and Provider remain on the same page as it relates to site management and operations and address any issues in a timely manner. The Provider will use this opportunity to discuss any challenges experienced and make requests of the City for desired programmatic changes. The City will provide feedback to the Provider, make observations as to how the program is operating, and make recommendations to the Provider.

The Provider shall have written policies and/or procedures related to program/site operations including, but not limited to:

- Grounds/facilities maintenance
- Cleanliness, sanitation, hygiene
- Referrals, intakes, exits
- Code of Conduct enforcement
- Grievances and complaints
- Others deemed relevant to day-to-day operations/site management, safety and security, coordination and coordination, as needed

All procedures should be developed in compliance with federal law regarding discrimination and must be reviewed and approved by City staff. Such procedures should include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include informal and formal resolution of the problem, including a mediation/arbitration process, if needed.

The City will purchase and provide to the Contractor certain property for use at the Safe Park. These items may include but are not limited to sheds, carports, vehicle assistance tools like jumper cables, heaters, general facility maintenance tools/equipment, and computer equipment and peripherals ("City Property"). The City owns City Property. Contractor is prohibited from removing any City Property from the Safe Park without City's prior written consent. Contractor must inform the City in writing about any City Property that becomes unusable and how the City Property became unusable within 15 days of the occurrence. If the City Property has become unusable for any reason other than normal wear and tear or

product failure (example: carport has faulty roof that leaks), Contractor must replace the unusable City Property at its cost. Contractor must obtain City's prior written consent for any replacement that substitutes a different brand or style for the unusable City Property.

City will reimburse Contractor's replacement purchase for normal wear and tear or product failure. City may reimburse Contractor's other City Property replacement purchases in its discretion with prior written consent.

Performance Measures

The City of Vancouver wants to ensure that its investments make a real difference in the lives of community residents and the community as a whole, and that they are aligned with practical, evidence-based outcomes. The following are the City's expectations of measures of success with these three overarching goals:

1. Staff and clients work together on the primary goal of acquiring permanent housing, to include all other services which help reduce and remove barriers to housing and increase participant stability, health and well-being.
2. The site is a safe, clean, and welcoming space.
3. Neighborhood impacts are mitigated.

Result	Indicator	Strategy	Measure
Program participants feel safe and welcome in the program	• Participant retention rate • Resident participation in site supports • Intakes, referrals, occupancy (are eligible referrals coming into the site?)	• Quality service delivery • Clean and welcoming facility • Cultural competence in service delivery • Provider/Resident collaboration in needed/wanted supports and services	• # of participants with negative exit from site • # of discharges for breach of program rules • # of residents participating in Resident Council, site meetings or other community activities • # of residents accessing available services on-site or in community • # and type of grievances submitted by participants

Result	Indicator	Strategy	Measure
			• # of referrals into site and from what referral source
Increased stability, health and wellness for residents	• Positive exits from Safe Park site, including transfers to more substantial shelter • Fewer contacts with emergency services • Increased employment/income	• Partnering with community health workers and other community service providers • Providing employment and/or volunteer opportunities in Safe Park site, and partnering with other low-barrier employment and/or volunteer opportunities	• # of participants accessing regular or preventative healthcare • # of calls to emergency services • Conducting exit interviews and follow-up with participants exiting, when possible • # of participants with increased income, volunteer and/or employment activities
Program participants acquire permanent housing	Average program stay before housing acquisition & exits to permanent housing	• Housing –focused program • Identification of housing barriers and provision of/connection to services/supports to address barriers • Acquisition of benefits that reduce barriers to housing	• # of exits to permanent housing • # of exits to other housing types • Length of time in program prior to housing acquisition

Result	Indicator	Strategy	Measure
Program and/or participants are not contributing to neighborhood crime and disorder and community residents support program	• Calls for police services related to program or participants are not increasing • Community members, including participants, report feeling safe and support the site	• Behavior modification and accountability strategies, as needed • Enforcement of Code of Conduct • Collaborative problem solving with City, including HART, NPOs/VPD • Provider and residents participate in neighborhood meetings and activities	• # of calls to police in neighborhood related to program, participants and/or homelessness in the area • # of security incident reports generated within specified time period • Community perception of safety (qualitative) • # and type of neighborhood meetings/activities attended by staff and/or participants

Reporting

The Provider will be required to input client-level data, program services/activities, unduplicated numbers of individuals assisted, and program outcomes in the Homeless Management Information System (HMIS) and provide documentation on how the Operator is either currently using or has a plan for participating in the Clark County HMIS system.

- The Operator will provide a monthly report, to be received no later than the 5th of each month, which will include:
  - Total # of clients served (monthly and YTD running total)
  - Total # of client exits
    - # of successful outcomes to housing (breakdown of type of housing accessed)
    - # of transfers to more substantial shelter
    - # of clients barred or discharged from program
  - Total # of new client entries
  - # of services accessed by type, and # of individuals accessing services
  - # of individuals referred to partner agencies, including kind of services referred to
  - Average length of stay in program prior to housing acquisition
  - Demographics
    - # of male clients

        - # of female clients
        - # of transgender or non-binary participants
        - # of couples living together
        - # of households with children under age 18
        - Racial breakdown
        - Breakdown by age
        - # of veterans
        - # of chronically homeless
    - # and description of activities to promote health and wellness, and client stability
    - # and description of community or community-building events (site meetings/events, neighborhood meetings/events, etc.)
    - Qualitative summary which includes:
        - A review of the month
        - Identify any significant trends or needs
        - Two stories of success
        - Two challenges
        - Steps to be taken to address challenges

EXHIBIT “B”:
Fee Schedule

Employee	Wage	Hours	Payroll Taxes (10%)	Total
ED	$45.00	16	$3,744.00	$37,440.00
Operations Manager	$38.00	20	$3,952.00	$39,520.00
Housing Program Manager	$33.00	20	$3,432.00	$34,320.00
Peer Lead	$33.00	20	$3,432.00	$34,320.00
Housing Case Coordinator	$26.00	80	$10,816.00	$108,160.00
Peer Support Specialist	$25.00	296	$38,480.00	$384,800.00
Accounting	$43.00	9		$20,000.00
HR	$43.00	9		$20,000.00
Total Staffing Costs			**$63,856.00**	**$678,560.00**
Total Payroll with Tax				$742,416.00
Cleaning and Janitorial Supplies (cleaning supplies, trash cans, toilet paper, soap)				$12,000.00
Admin supplies (paper, office supplies)				$3,600.00
Community engagement activities (art groups, life skills sessions, gift cards for community game nights)				$2,400.00
Site Equipment and Supplies (weather items- ac units, heaters, propane, garden hoses)				$12,000.00
Food (snacks, water, meals)				$7,200.00
Housing Flex Funds (move in costs, furniture, ids, docs, DL or court fees, phones, car parts, gas cards)				$24,000.00
Bus passes/laundry cards)				$9,000.00
Transportation (mileage, fuel, auto)				$7,200.00
IT(software, apps, internet, laptops, cell phones)				$6,500.00
Staff Training				$2,000.00
Medical insurance				$48,000.00
Total				$133,900.00

total line plus staff				$876,316.00
10% indirect costs				$87,631.60
Projected Annual Budget				**$963,947.60**

CITY OF Vancouver WASHINGTON

Staff Report: 116-25

To: Mayor and City Council
From: City Manager
Date: June 9, 2025

Subject
Interlocal Agreement - Water Service Area Boundary Update

Key Points

- Designation of Water Service Area Boundaries will help facilitate efficient planning and delivery of water services within Clark County, avoid unnecessary duplication of water services, and foster predictability of water operations for the water purveyors, Clark County, and the residents served by public water systems.
- Help ensure that available water supply sources will be utilized efficiently.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

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

Present Situation

The City of Vancouver and Clark Public Utilities each provide water service to different parts of our community, based on a defined water service boundary. This boundary determines which provider installs and maintains water infrastructure, handles service requests, and manages customer billing.

As our region grows and changes, some areas near the current boundary are now better served by one provider over the other. This can happen due to new housing developments, annexations, updated infrastructure, or shifts in how neighborhoods are connected to the water system.

To make sure water service remains efficient and reliable and to confirm which agency is responsible for providing services, the City and Clark Public Utilities have adjusted this boundary over time to better reflects current service needs. These updates are based on detailed planning, engineering studies, and a shared goal: to serve our community as effectively and sustainably as possible—both now and into the future.

Advantage(s)
Ensure efficient planning and delivery of water services.

Challenge(s)
None

Budget Impact

This is a minor boundary clean-up; no significant revenue impacts are anticipated as a result of this contract approval.

Prior Council Review
None

Action Requested
On Monday, June 9, 2025, authorize the City Manager, or designee, to finalize and execute an interlocal agreement between the City of Vancouver and Clark Public Utilities.

Staff Contact
Nick Massey, Civil Engineer, Nick.Massey@cityofvancouver.us

Attachments:
1. Interlocal Agreement

Docusign Envelope ID: 0DE6F9FA-F682-4FA6-A63A-1FF2CD7C2736

INTERLOCAL AGREEMENT FOR ADJUSTING OR CONFIRMING WATER SERVICE AREA BOUNDARIES

BETWEEN

THE CITY OF VANCOUVER AND CLARK PUBLIC UTILITIES

THIS AGREEMENT, entered into by the CITY OF VANCOUVER and PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY (d.b.a. Clark Public Utilities), collectively referred to as the "Water Purveyors", WITNESS THAT:

WHEREAS, Clark County and the Water Purveyors conduct capital facilities and land use planning under the Growth Management Act as adopted by the State of Washington and subsequently amended; and

WHEREAS, RCW 70A.100 et seq. *Public Water System Coordination Act,* and WAC 246-293-250 require the development of a Coordinated Water System Plan, including the establishment of Water Service Area boundaries; and

WHEREAS, the Water Purveyors are subject to the Clark County Coordinated Water System Plan; and

WHEREAS, the designation of Water Service Area boundaries will help facilitate efficient planning and delivering of water services within Clark County, avoid unnecessary duplication of water services, and foster water operation predictability for the Water Purveyors, Clark County, and the residents served by public water systems; and

WHEREAS, the designation of Water Service Area boundaries will help assure that available water supply sources for the Water Purveyors will be utilized in an efficient manner.

NOW THEREFORE, in consideration of covenants, conditions, performances and promises in this Agreement, the undersigned Water Purveyors agree to the following:

Docusign Envelope ID: 0DE6F9FA-F682-4FA6-A63A-1FF2CD7C2736

I. PURPOSE

The purpose of this Agreement is to adjust or confirm the Water Purveyor's Water Service Area boundaries.

II. EFFECTIVE DATE

This Agreement shall become effective upon approval by the individual Water Purveyors' governing bodies, execution of this document by their authorized representatives, and the approval of this Agreement by the Clark County Council.

III. DURATION

This Agreement shall remain effective with regard to the individual Water Purveyors until terminated. This Agreement shall automatically terminate with the next update of the Clark County Coordinated Water System Plan.

IV. PROPERTY

Nothing in this Agreement shall create or transfer any interest in real or personal property among the Water Purveyors. In the event any adjustment of a Water Service Area boundary requires transfer of water facility assets from one Water Purveyor to another Water Purveyor, a separate written agreement shall address the transfer of such assets.

V. ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be individually administered by the respective Water Purveyors, which shall each be individually responsible for financing its own actions pursuant to this Agreement.

VI. SCOPE

1. *Services Area Boundaries.* The attached maps marked as "Exhibit A", identifies the intended modifications to the Parties' water systems boundaries and Water Service Areas. There are no service conflicts with adjacent Water Purveyors.

2. *Boundary Streets.* Where streets or portions of streets serve as a Water Service Area boundary, both Water Purveyors may extend service within the street. The Water Purveyor that is located to the north and/or east of the portion of the street serving as a boundary shall also be entitled to extend service across the water service area boundary to properties abutting the street. Any other service extensions into adjacent Water Service Areas shall require written agreement of the involved Water Purveyors.

3. *Boundary Adjustments.* If at some time in the future it is in the best interests of the undersigned Water Purveyors to make Future Water Service Area boundary adjustments, such modifications shall have the written concurrence of the involved Water Purveyors and Clark County, and shall be filed with Clark County GIS and Community Planning, and the Washington State Department of Health.

Docusign Envelope ID: 0DE6F9FA-F682-4FA6-A63A-1FF2CD7C2736

VII. INTERPRETATION

This Agreement has been and shall be construed as having been made and delivered in the State of Washington and it is mutually agreed by the Water Purveyors that this Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising from or related to this Agreement shall be the Superior Court of Clark County, Washington.

VIII. AMENDMENTS/MODIFICATION

The provisions of this Agreement may be amended only upon the mutual consent of the Water Purveyors. No amendments to the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the authorized agents of the Water Purveyors and Clark County, and recorded with the Clark County Auditor.

IX. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

X. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Water Purveyors with respect to the subject matter covered or mentioned, and no prior Agreement shall be effective to the contrary.

Docusign Envelope ID: 0DE6F9FA-F682-4FA6-A63A-1FF2CD7C2736

XI. DOCUMENT FILING

The Water Purveyors agree that there shall be one (1) original of this Agreement distributed for signature by the authorized officials of the Water Purveyors. Upon execution, this Agreement shall be retained by Clark Public Community Planning and one copy shall be retained by each of the other Water Purveyors. Clark County Community Planning shall cause a copy of this Agreement to be recorded with the Clark County Auditor. Upon execution of the original and filing of a copy with the Clark County Auditor, each copy shall constitute an agreement binding upon all Water Purveyors.

This Agreement shall become effective once it is approved by the Clark County Council, as specified in WAC 246-293-250 Future *Water Service Area Agreements and recorded.*

This Interlocal Agreement for Adjusting or Confirming Water Service Area Boundaries is hereby approved:

_____ Date _ _ _ _ _ _ _ _

Lon Pluckhahn Manager
City of Vancouver

Approved as to form:

_____

Nena Cook
City Attorney

Signed by:
Lena Wittler
B954A3862E8849F...

May 6, 2025

_____ Date _ _ _ _ _ _ _ _

Lena Wittler, CEO / General Manager - Clark Public Utilities

Approved as to form:

DocuSigned by:
John Eldridge
7F643C7B4B14441...

John Eldridge General Counsel

Docusign Envelope ID: 0DE6F9FA-F682-4FA6-A63A-1FF2CD7C2736

APPROVED BY THE CLARK COUNTY BOARD OF COMMISSIONERS

Commissioner Sue Marshall, Chair Clark County Council

Attest: _ _ _ _ _ _ _
Rebecca Messinger
Clerk to the Board

Resolution No. ----------

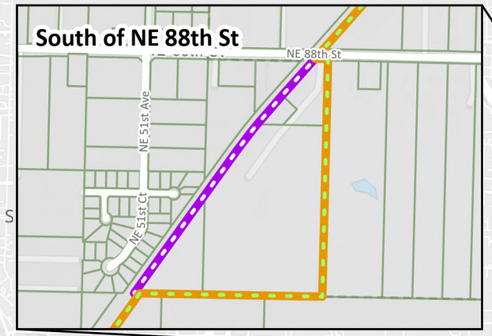
Date: ----------

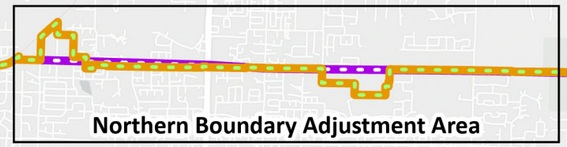
Approved as to form:

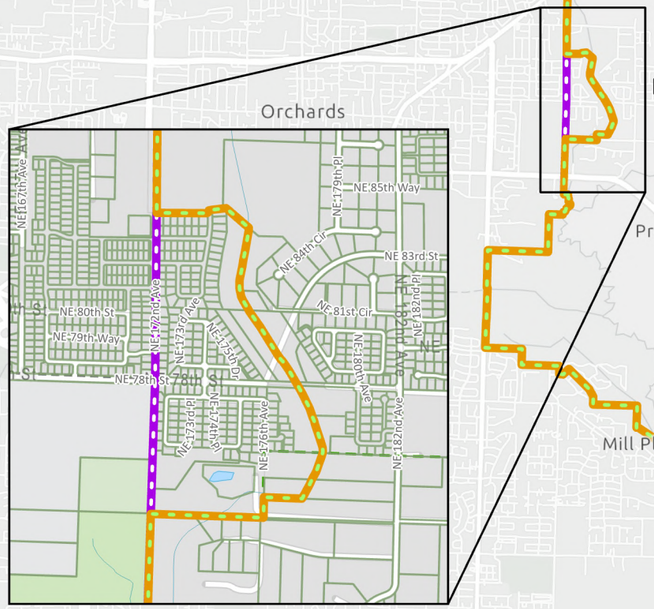
Tony Golik
Prosecuting Attorney

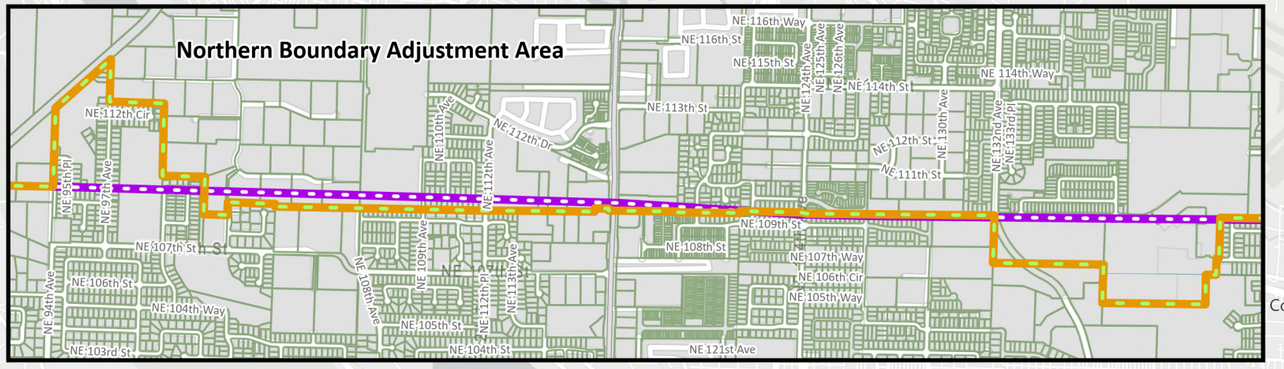
Docusign Envelope ID: 0DE6F9FA-F682-4FA6-A63A-1FF2CD7C2736

Water Boundary Adjustment Areas









Adjusted Water Service Boundary Area
Current Water Service Boundary Area
Taxlots
N
0 0.5 1 Miles

County of Clark, WA, Oregon Metro, Oregon State Parks, State of Oregon GEO, WA State Parks GIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

Docusign Envelope ID: 0DE6F9FA-F682-4FA6-A63A-1FF2CD7C2736

Northern Water Boundary Adjustment Areas

Adjusted Water Service Boundary Area

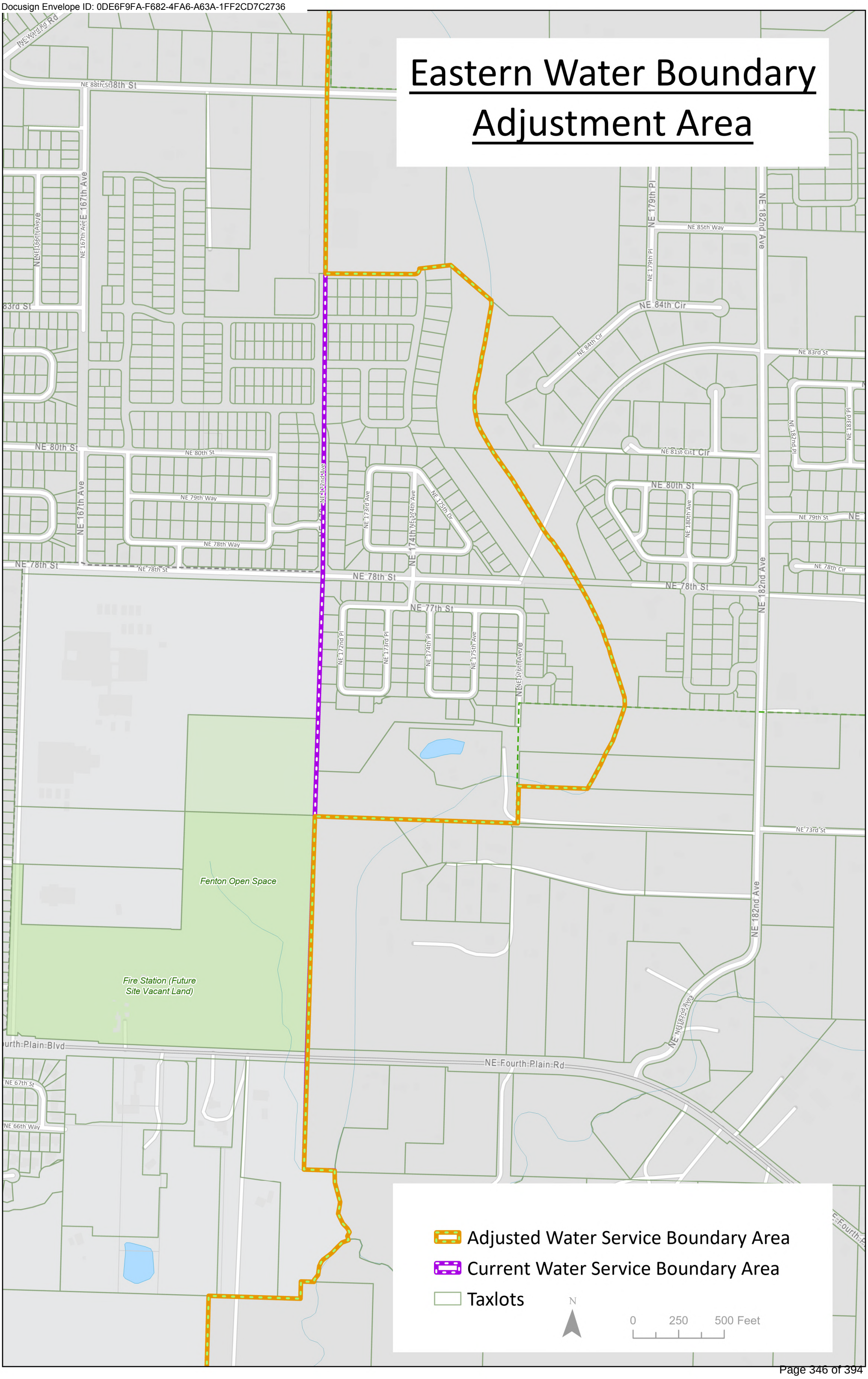
Current Water Service Boundary Area

Taxlots

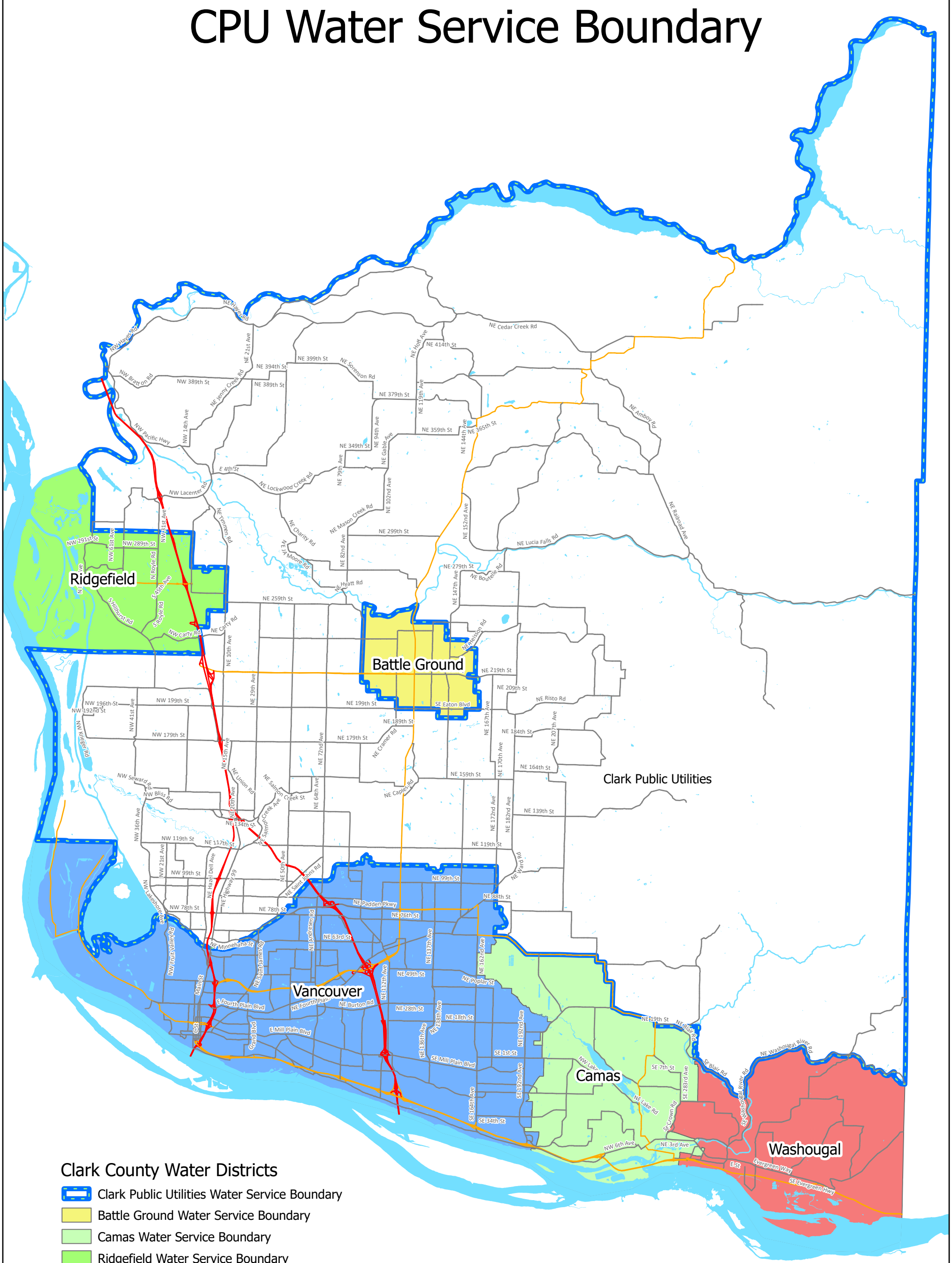
N

0 500 1,000 Feet

Eastern Water Boundary Adjustment Area



CPU Water Service Boundary



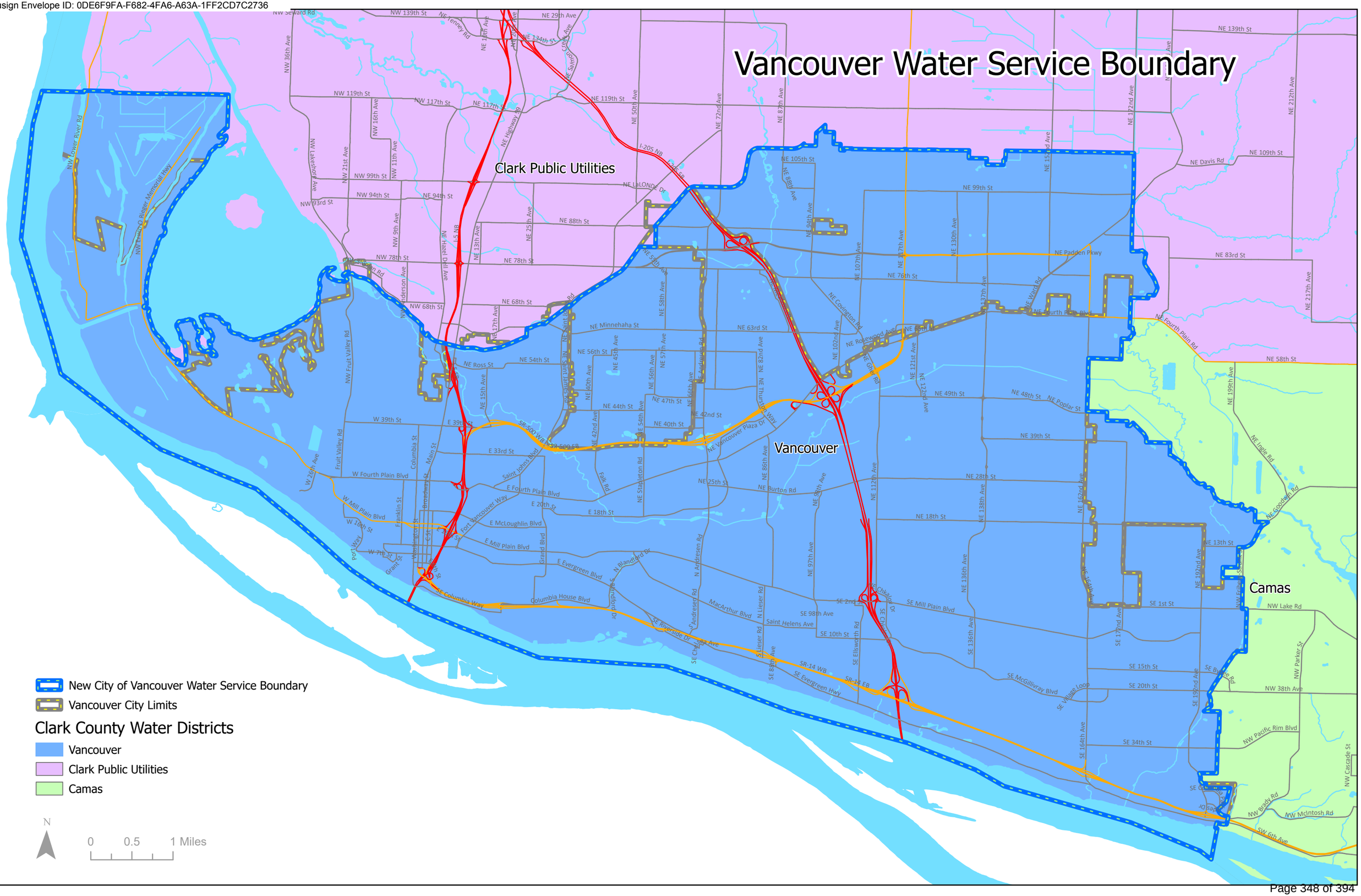
Clark County Water Districts

- Clark Public Utilities Water Service Boundary
- Battle Ground Water Service Boundary
- Camas Water Service Boundary
- Ridgefield Water Service Boundary
- Vancouver Water Service Boundary
- Washougal Water Service Boundary

N

0 1 2 Miles

Vancouver Water Service Boundary



Staff Report: 117-25

To: Mayor and City Council
From: City Manager
Date: June 9, 2025

Subject

Interlocal Agreement - Fort Vancouver Regional Library District ("FVRLD") for the Utilization of Video Production Services Provided by the City/County Cable Television Office

Key Points

- CVTV operates a video production booth in the Vancouver Community Library.
- Interlocal agreement with Fort Vancouver Regional Library District (FVRLD) for video production services expired December 31, 2021.
- FVRLD requested a renewed interlocal agreement for video production services.

Strategic Plan Alignment

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

Present Situation

Through an award of a Public Educational Government ("PEG") Capital Grant in 2008, Clark/Vancouver Television ("CVTV") installed a four-camera production system at the Vancouver Community Library, 901 C Street, ("the Library"). In 2011, the City and FVRLD entered into an interlocal agreement which guided the utilization of video production services provided by CVTV. The interlocal agreement expired December 31, 2021.

In late 2024, FVRLD staff contacted City staff and requested a renewed interlocal agreement. In addition, CVTV was awarded a PEG Capital Grant in late 2024 to update the video production equipment installed in the library. The installation of video equipment in the library booth was completed in May 2025. As outlined in the proposed interlocal agreement, the video production equipment remains the property of the City/County Cable Television Office. In the event of expiration or termination of the agreement, the City shall have the right to remove and retain the equipment.

In order to ensure the video production booth is regularly utilized to provide local programming to cable television subscribers, CVTV agrees to cover up to twelve FVRLD sponsored or sanctioned events in the Vancouver Community Library auditorium per calendar year. FVRLD and other agencies may contract with CVTV for coverage of additional events as specified in the agreement. (Description of the item with any background information, community outreach details, importance of the item approval, and other information pertinent to Council review.)

Advantage(s)

1. Provides a tangible community benefit consistent with the objectives of the Telecommunications Commission.

2. Enhances the community outreach of the Fort Vancouver Regional Library District.

Challenge(s)
Does impact the available video production resources of the City/County Cable Television Office.

Budget Impact
No budget impact.

Prior Council Review
None

Action Requested
On Monday, June 9, 2025, authorize the City Manager, or designee, to finalize and execute the proposed interlocal agreement with the Fort Vancouver Regional Library District for the utilization of video production services provided by the City/County Cable Television Office.

Staff Contact
Jim Demmon, Video Services Manager, Cary Driskell, Assistant City Attorney, jim.demmon@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:
1. Interlocal Agreement

1. **RECITALS**

A. This interlocal agreement is entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW between City of Vancouver (the City) , a municipal corporation and charter city of the first class in the State of Washington and Fort Vancouver Regional Libraries District (FVRL District), a municipal corporation of the State of Washington. Each may be referred to as a Party, or collectively as Parties.

B. City, pursuant to the City-County Cable TV Office Interlocal Agreement dated March 22, 1982, operates the City/County Cable Television Office, and through it, Clark Vancouver Television (CVTV), a government cable access programming service.

C. The Vancouver City Council and Clark County Council previously approved a Public Educational Government ("PEG") Capital Grant in 2008 for construction of a four-camera production system at the Vancouver Community Library, 901 C Street, Vancouver, Washington ("the Library").

D. FVRL District built a room adjacent to the auditorium to use as a video production booth ("the Production System") at the Library.

E. FVRL District desires to continue utilizing such Production System and the available services of the CVTV office to provide coverage of qualifying library and community events on CVTV government access channels to distribute library-related programming to cable television subscribers in the Vancouver and Clark County franchise areas.

F. The purpose of this Agreement is to set forth the terms and conditions for the provision of government cable access programming and video services, and for utilization of the Production System.

2. **DURATION OF AGREEMENT/ADMINISTRATIVE EXTENSIONS**

This Agreement is effective for 10 years, subject to termination in Section 3. The term of this Agreement may be extended in three year increments up to two times by mutual written agreement of all Parties. Agreed extensions shall be executed at least 60 days prior to the expiration of this Agreement or its extensions. The Vancouver City Manager shall be the agent of City for approving extensions of this Agreement on behalf of City; and the FVRL District Executive Director shall be the agent of FVRL District for approving extensions of this Agreement on behalf of FVRL District. Each is authorized to approve and execute such extensions without further authorization from their respective governing bodies/boards; provided that compensation to City shall be not less than provided in Section 5 of this Agreement and that changes to the Scope of Work shall be consistent with CVTV programming policies and its annual work plan.

3. **TERMINATION OF AGREEMENT**

A. Either Party may terminate the Agreement for any reason whatsoever upon giving the other Party at least 90 days written notice.

B. If the termination notice is based on failure to comply with the Agreement, the responsible Party will be given an opportunity to correct the failure or violation. If the failure or violation is not corrected within 20 calendar days of the notice, then the Agreement will be considered terminated.

C. City reserves the right to terminate this Agreement within 30 days' written notice if it becomes necessary to end operations of CVTV, either temporarily or permanently.

4. **SCOPE OF SERVICES**

The services provided to FVRL District by City shall be as set forth in the attached Exhibit A (Scope of Services), and in the attached Exhibit B (currently adopted CVTV Final Programming Policy.) City has discretion to amend Exhibits A or B to update this Policy as reasonably necessary upon at least a 45-day prior written notice.

5. **COMPENSATION FOR PROGRAMMING**

A. Any compensation due from FVRL District to City under this Agreement shall be as set forth in the attached Exhibit C (current CVTV Rate Card for FVRL District). City has discretion to amend Exhibit C to update rates as reasonably necessary upon at least a 45-day prior written notice.

6. **CONTROL BOOTH AND VIDEO PRODUCTION SYSTEM AT LIBRARY**

City and County previously provided funding for capital equipment that was installed at FVRL District's Library.

City continues to operate the Production System at the Library. An inventory of the Production System components that are anticipated to be installed before June 1, 2025 is attached and incorporated herein as Exhibit D. City has discretion to amend Exhibit D to update the equipment inventory list as reasonably necessary upon at least a 45-day prior written notice.

FVRL District funded and constructed, at its own expense, a cable production control booth next to the Library's auditorium of approximately 11' by 13' in size which City utilizes for video production.

The Production System shall remain the property of City for government cable access programming production. City may from time-to-time install additional equipment, which shall be deemed part of the Production System and remain its property.

In the event of the expiration or termination of this Agreement, City shall have the right to remove and retain the Production System and related connections.

FVRL District shall be responsible for any loss or damage to the Production System used by City at the Library to carry out this Agreement which results from the negligence of FVRL District. Upon loss or destruction of, or damage to the Production System used by City at the Library to carry out this Agreement, FVRL District shall notify City and shall take all reasonable steps to avoid further damage.

City shall be responsible for any loss or damage to FVRL District property at the Library which results from the negligence of City or which results from the failure on the part of City to maintain and manage the Production System in accordance with sound management practices. Upon loss or destruction of, or damage to, any of FVRL District property at the Library, City shall notify FVRL District and shall take all reasonable steps to avoid further damage.

7. **RIGHTS TO PROGRAMMING**

Material created by City and paid for by FVRL District or other entities utilizing the auditorium in the Library shall be owned by City and shall not be a "work made for hire" as defined by Title 17 USCA, Section 101; PROVIDED that FVRL District shall have a perpetual license to use such material internally and to provide it to the public pursuant to the Public Records Act, chapter 42.56 RCW; and PROVIDED further that such license shall be limited to the extent the City has a right to provide such license.

"Material" as used in this Agreement includes but is not limited to: books; computer programs; documents; films; audio and video reproductions regardless of medium; and/or training materials.

8. **BILLING METHOD AND PROCESS**

A. City will bill FVRL District for service charges on an as needed basis.

B. The billing invoice will identify the dates, the actual hours worked, and include the amount due for that billing period.

C. The billing invoice will include sufficient backup documentation to verify the services provided for the billing period. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever tracking system FVRL District employs.

D. Any inquiries regarding a billing should be directed to the other Party's fiscal contact person from the Agreement's face sheet.

E. Payments that are not paid within the allotted time shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of 1% per month.

9. **AGREEMENT ADMINISTRATION AND COMMUNICATIONS**

Each Party's project and fiscal managers shall administer this Agreement for their respective entity. FVRL District Project and fiscal contract managers shall monitor service level and budget provisions of this Agreement. Not less than annually or more often as agreed, the FVRL District and City project and fiscal contract managers shall review service levels, service delivery, and costs, and will communicate via telephone or e-mail to relay information, answer questions, or raise concerns. A Party may change its designated project contract manager, fiscal contract manager or both by giving notice of such change to the other Party pursuant to Section 16 (Notices).

10. **DISPUTE RESOLUTION**

In the event of a dispute between FVRL District and City regarding the delivery of services under this Agreement which cannot be resolved by their respective designated project and fiscal contract managers, FVRL District's Executive Director and the Vancouver City Manager or their designated representatives shall review the dispute and discuss options for resolution. Any dispute not resolved by the representatives shall be referred to FVRL District's Executive Director and the Vancouver City Manager. The decision of the FVRL Districts Executive Director and the City Manager regarding the dispute shall be final.

11. **INDEPENDENT CONTRACTOR**

City is an independent contractor in the provision of the services set forth in this Agreement. No Agreement term shall be construed as creating the relationship of employer and employee, or principal and agent, between FVRL District and City or between any of FVRL District's or City's employees. City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by City pursuant to this Agreement. Nothing in this Agreement shall make any employee of FVRL District an employee of City or any employee of City an employee of FVRL District for any purpose, including but not limited to withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges available to their respective employees by virtue of their employment.

12. **HOLD HARMLESS/INDEMNIFICATION**

A. CITY RESPONSIBILITY. City agrees to indemnify, defend, save and hold harmless FVRL District, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of the terms and conditions of this Agreement by City. If any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against FVRL District, FVRL District retains the right to participate in said suit if any principal of public law is involved. 2. This indemnity and hold harmless shall include any claim made against FVRL District by an employee of City or subcontractor or agent of City, even if City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of FVRL District.

B. FVRL DISTRICT'S RESPONSIBILITY. FVRL District agrees to indemnify, defend, save and hold harmless 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, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of the terms and conditions of this Agreement by FVRL District.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against City, City retains the right to participate in said suit if any principal of public law is involved.

2. This indemnity and hold harmless shall include any claim made against City by an employee of FVRL District or subcontractor or agent of FVRL District, even if FVRL District is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of City.

C. The Parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that this Agreement provide the broadest scope of indemnity permitted by RCW 4.24.115.

D. If the claims or damages are caused by or result from the concurrent negligence of the Parties, their officials, agents or employees, the Parties shall be liable only to the proportional extent of their respective negligence.

E. The Parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

F. The Parties specifically acknowledge that the provisions contained in this section have been mutually negotiated by them.

13. **FORCE MAJEURE**

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. **ASSIGNMENT/SUBCONTRACTING**

Neither Party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. City shall not subcontract for the provision of any services it is to provide FVRL District under this Agreement without the prior written consent of FVRL District

15. **NO THIRD-PARTY BENEFICIARY**

FVRL District does not intend by this Agreement to assume any contractual obligations to anyone other than City. City does not intend by this Agreement to assume any contractual obligations to anyone other than FVRL District. Neither FVRL District nor City intend there be any third-party beneficiary to this Agreement.

16. **NOTICE**

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to the project and fiscal contract managers for the Parties and the following: To City: City of Vancouver Attention: City Manager PO Box 1995 Vancouver WA 98668-1995 To FVRL District: Fort Vancouver Regional Library District Attention: Executive Director 2018 Grand Blvd. Vancouver, WA 98661 The name and address to which notices shall be directed may be changed by either FVRL District or City by giving the other Party notice of such change as provided in this section.

17. **WAIVER**

No waiver by either Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.

18. **SURVIVABILITY**

The following terms and conditions in this Agreement shall survive the expiration or termination of this Agreement:

A. That portion of Section 6 pertaining to disposition of the Production System upon expiration or termination of this Agreement.

B. Section 7 – Rights to Programming.

C. Section 12 – Hold Harmless/Indemnification.

19. **AMENDMENT**

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

20. **RATIFICATION AND CONFIRMATION**

Acts taken prior to the execution of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed.

21. **DOCUMENT EXECUTION AND FILING**

City and FVRL District agree that there shall be two duplicate originals of this Agreement. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by FVRL District. The Vancouver City Clerk shall post a copy of this Agreement on the City website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the City's website, each duplicate original shall constitute a binding agreement.

22. **INTERLOCAL COOPERATION ACT COMPLIANCE**

Pursuant to RCW 39.34.030(3), the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose and Background). Its duration is as specified in Section 2. (Duration of Agreement). Its method of termination is set forth in Section 3 (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Section 5 (Compensation) and Section 8 (Billing Method and Process). The manner of property acquisition and disposal upon partial or complete termination of this Agreement is specified in Section 6 (Control Booth and Video Production System at the Library).

23. **SEVERABILITY**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

24. **ENTIRE AGREEMENT**

This Agreement contains all agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

25. **EXHIBITS**

This Agreement includes the following Exhibits:

Exhibit A – Library Scope of Services 2025
Exhibit B – 2024 CVTV Rate Card
Exhibit C – CVTV Policy and Procedures April 2023
Exhibit D – CVTV Library Booth Equipment List 2025

26. **SIGNATURES AND EFFECTIVE DATE**

The signatures below indicate agreement between the parties, and this Agreement shall be effective on the last date signed by a signatory.

CITY OF VANCOUVER	FORT VANCOUVER REGIONAL LIBRARY DISTRICT
_____	_____
Lon Pluckhahn, City Manager	Jennifer Giltrop, Executive Director
Dated:_____	Dated:_____

To: Mayor and City Council
From: Council Subcommittee 1
Date: June 9, 2025

Subject
Urban Forestry Commission Appointment

Present Situation
Established for the purpose of managing, conserving and enhancing the existing trees located in the parks and public areas owned by the City of Vancouver and in public rights-of-way, and thereby enhancing the appearance of the city and protecting an important environmental and economic resource for the benefit of the City's residents and visitors, and for the purpose of assisting property owners and public agencies to improve and maintain trees in a manner consistent with adopted city policies.

Council Committee 1 recently interviewed candidates for this commission and recommends the full-term appointment of Lauren Danner and Heidi Mandler-Huff to positions that would begin July 1, 2025, and expire July 1, 2029, and the mid-term appointment of Ammaar Akhtar to a position that would begin immediately and expire June 30, 2026.

Action Requested
On Monday, Monday, June 9, 2025, appoint Lauren Danner and Heidi Mandler-Huff to full-term positions on the Urban Forestry Commission, with a term beginning June 30, 2025, and expiring June 30, 2029, and Ammaar Akhtar to a mid-term position, with a term beginning immediately and expiring June 30, 2026.

Subcommittee 1

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: June 9, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 1 (Hansen, Paulsen, Perez)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Recommendation for Appointments to the Urban Forestry Commission

Established for the purpose of managing, conserving and enhancing the existing trees located in the parks and public areas owned by the City of Vancouver and in public rights-of-way, and thereby enhancing the appearance of the city and protecting an important environmental and economic resource for the benefit of the city's residents and visitors, and for the purpose of assisting property owners and public agencies to improve and maintain trees in a manner consistent with adopted city policies.

Council Committee 1 recently interviewed candidates for this commission and recommends the full-term appointment of Lauren Danner and Heidi Mandler-Huff to positions that would begin June 30, 2025, and expire June 30, 2029, and the mid-term appointment of Ammaar Akhtar to a position that would begin immediately and expire June 30, 2026.

This appointment will be presented for Council action at the **Monday, June 9,** Council meeting.

Boards and Commissions Application

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	Yes
Which board or committee are you applying for?	• Urban Forestry
Are you a registered voter in Clark County?	Yes
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
First Name	Lauren
Last Name	Danner
Email Address	ldanner360@gmail.com
Phone Number	360-951-6988
Address	701 Columbia St Apt 207
City	Vancouver
State	Washington

ZIP Code	98660
What is your length of residency in Vancouver?	Less than a year
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	Urban Forestry
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	Ensuring services keep up with rapid growth, ensuring everyone has access to housing, adapting to a warming climate, maintaining civic pride and engagement, and making opportunities available to a diverse population.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I am a writer and historian, and have been a public historian, museum director, and college professor. In these roles I've worked with diverse groups of people whose life experiences are different from my own. I'm also a recent arrival to Vancouver. I chose to live downtown in an urban environment where I get around mostly by foot and on bike, and interact with a variety of people every day. I believe that living in a small space encourages me to get outside and engage with my community, which increases appreciation for different viewpoints and promotes civility and tolerance.
We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	I'm new to Vancouver and am still exploring ways to become involved. I've participated in a couple of 50-plus hikes through Vancouver Parks and Recreation, attended several talks at Fort Vancouver National Historic Site, joined the Clark County Historical Museum, and participate in a weekly gathering of neighbors in my building. In Olympia, where I lived for 27 years, I was a two-term member of the city Heritage Commission, where I led many walking tours in addition to participating in design review and assessing applications for the city's historic register. I served on the boards of a children's theater group and the Friends of the Olympia Library, and volunteered with the Thurston County Food Bank and Homeless Backpacks. At the state level, Governor Gary Locke appointed me to the Lewis and Clark Trail Committee, where I worked with communities and tribes along the trail on a variety of projects.
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	I'm thrilled to be living in Vancouver and want to become more engaged with my new home. In the past I've focused on the historic built environment, but living across from Esther Short Park and participating in the Heritage Tree Hike with Urban Forestry staff made me interested in the role of urban trees as a critical component of climate change adaptation and community livability, and as an important element of historic preservation. Serving on the Urban Forestry

	Commission is an opportunity to give back to the city in a way that brings together my interests and expertise.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	I am a white woman and aware of the privilege that provides. In my roles as a community college professor, statewide history education program coordinator, and food bank volunteer, I've enjoyed working with and learning from people with diverse backgrounds and experiences, and I look forward to continuing that here in Vancouver. As a writer and historian, I recognize the ongoing impacts of structural racism across society, particularly in parks and recreation, which has been my main area of focus.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	Urban forestry plays a critical role in climate change adaptation. Trees trap carbon, cool the surrounding environment, and improve air and water quality. They provide shade and habitat for birds, animals, and other plants. Trees create a welcoming space for humans. Increasing tree cover creates a more pleasant environment in neighborhoods and business districts, and research has definitively shown that spending time outside improves wellbeing. As a downtown resident, I appreciate the impact of urban trees every day.
Is there anything else you would like us to know?	I love living in Vancouver, I'm excited about this opportunity, and I look forward to learning more about my new home.
How did you hear about this position?	• Word of mouth

Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	56-70
What are your preferred pronouns? (Check all that apply)	• She/Her/Hers
What is your gender identity or expression? (Check all that apply)	• Female
What is your race/ethnicity? (Check all that apply)	• White
Which languages do you speak other than English? Check all that apply.	• Other
If other languages, please indicate.	I speak some conversational Spanish.
In what zip code to you live or work?	98660
What is the highest degree or level of education you have completed?	Doctorate
Do you rent or own your home?	Own
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No

Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature

Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

Boards and Commissions Application

Getting Started

- Carefully review the requirements for the posted position before completing your application.
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- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	Yes
Which board or committee are you applying for?	• Urban Forestry
Are you a registered voter in Clark County?	Yes
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	Yes

Please be informed that board members can only serve on one board at a time. If you have questions about this policy, please contact the Boards and Commissions Coordinator.

First Name	Heidi
Last Name	Mandler-Huff
Email Address	heidi@liskalawllc.com
Phone Number	360-489-4262
Address	1834 E 38th Loop

City	Vancouver
State	Washington
ZIP Code	98663
What is your length of residency in Vancouver?	1 to 5 years
Occupation and Employer (if applicable)	Liska Law, Attorney and Owner
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	Urban Forestry
Which board, commission or committee are you most interested in? (2nd choice)	Urban Forestry
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	Yes
Please list and describe your involvement with any community board or committee	Currently a Commissioner for Clark Counry Historic Preservation Committee.
What do you think are the most important issues our community is facing today?	There are many issues our community is facing, but I have seen many old trees removed innthe last year or two, and i would like to do what I can to keep the green spaces that we have, and hopefully help add more trees to the community.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I am an attorney (Oregon only, but seeking Washington licensure). I also have deep ties to Washington and I have always loved our trees. I am also an avid gardener.

We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	I am on my second term for the Clark County Historic Preservation Committee. I have a strong commitment to community work. In the past I have worked at domestic violence shelters, worked to help reduce food insecurity, volunteered with Habitat for Humanity, and provided pro bono legal services to low-income seniors.
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	I feel like i might be able to accomplish some good on this commission. I do have a deep love for trees and urban green spaces. This seems like it would be a good fit for me.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	As an attorney I see the racial inequity that our justice system creates. i also have attended significant trainings on this subject, both as an attorney, and in my past work as a victim advocate. I feel extreme comfortable engaging with diverse communities.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	I am a great researcher. I strongly support action meant to combat climate change. We need to do better than we have done in the past.
Is there anything else you would like us to know?	I would be honored to be considered for this Board.
How did you hear about this position?	• City newsletter
Providing this information is voluntary and will not be used in candidate selection for any board.	
What is your age range?	31-55
What are your preferred pronouns? (Check all that apply)	• She/Her/Hers
What is your gender identity or expression? (Check all that apply)	• Female
What is your race/ethnicity? (Check all that apply)	• White
Which languages do you speak other than English? Check all that apply.	• None
In what zip code to you live or work?	98663

What is the highest degree or level of education you have completed?	Doctorate
Do you rent or own your home?	Own
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	Yes
If yes, please describe how we can best support your participation.	No additional support required.

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

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Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

Boards and Commissions Application

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Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	No
Which board or committee are you applying for?	• Urban Forestry
Are you a registered voter in Clark County?	Yes
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
First Name	Ammaar
Last Name	Akhtar
Email Address	ammaarakhtar1234@gmail.com
Phone Number	360-820-1588
Address	8201 NE 181st Ct
City	Vancouver
State	Washington

ZIP Code	98682
What is your length of residency in Vancouver?	More than 20 years
Occupation and Employer (if applicable)	Student, Full Time, Washington State University Vancouver; Undergraduate Research Assistant, Washington State University Vancouver (Unpaid Position);
Do you, or does your firm or place of employment do business with the City?	Yes
Please Describe	I am a student and undergraduate research assistant at Washington State University Vancouver. The university may potentially conduct business with the city, however I am not entirely certain.
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	Yes
Please Describe	WSUV may have agreements with the city for materials, services or other things that I, in my capacity as a student and research assistant, would not be privy to.
Which board, commission or committee are you most interested in? (1st choice)	Urban Forestry
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	I'm extremely lucky to have been able to travel to multiple states and other countries in my life thus far, however, I have yet to find somewhere as incredible as Vancouver. In comparison to every other destination I've seen, Vancouver seems to always take proactive, educated, and transparent steps to stay on top of and ahead of issues the city faces. I bring this up because I think this same style of action could be applied to some of the most important and pressing issues the Vancouver community faces today. For example, the city has done, in my personal opinion, an excellent job in addressing homelessness, which I have seen other municipalities struggle with severely. While there is definitely still more work to be done, the compassion the city has and continues to show for its most vulnerable in their time of need is exactly what this issue needed, and the city addressed it accordingly. This is a perfect case where the city took great steps to address an important problem in the community. Some of the other rising, prominent issues the city faces are the increasing cost of living, primarily for necessities such as groceries and housing; as well as deteriorating city infrastructure such as potholes in roads, inadequate bicycle pathways, and sidewalks in disrepair. I believe if the city took a more proactive, educated, and transparent approach to addressing these priority issues, the Vancouver community would benefit immensely. I would like to note that this is by no means meant to be an insult to the City and its Public Works. Being involved at Washington State University Vancouver I have observed first hand how the quantity of issues is always greater than the amount of resources available to address them, even when people are truly working as hard as possible to help

	and giving their all. I believe that the City can use the resources it has in ways that can better serve the community and address the issues being faced.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I'm a full time university student and Washington State University Vancouver studying management information systems. I'd say I would bring the perspective of a college student and young adult who truly wants to see Vancouver prosper. In addition to this, I work as an undergraduate research assistant at WSUV (Unpaid Position) researching cybersecurity and assisting some of our faculty in cybersecurity research. This role gives me insight into the current state of cybersecurity and cybercrime as well as just how important research and education on important topics is. In terms of skills and hobbies I'm a professional photographer, and have been for the last 6 years now starting in high school. My passion is landscape and wildlife photography; I absolutely love spending time hiking on trails with friends or enjoying an afternoon at a park. I can often be found most weekends exploring a new trail or finding a new waterfall to photograph whenever I get the chance. This gives me some perspective on environment related issues and what may be possible in terms of addressing them. I believe that the environment is something we need to protect as best possible, which I know would simultaneously be of significant benefit to the people residing in/around said environment.
We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	In the past I have done volunteer work for multiple organizations in whatever job needed doing. I previously volunteered for the Red Cross as a blood drive team member, which involved setting up tables, chairs, and other needed equipment. I also helped setup and guide donors arriving for giving blood. In addition to this, I've volunteered with the Clark County Food Bank in setting up food packages for families in need. I'm currently in the process of beginning some volunteer work with the Washington Trails Association, in partnership with WSU Vancouver. This volunteer work primarily includes on the ground trail maintenance for trails in and around Vancouver. In more informal capacities I've tried my best to utilize my unique skills as a photographer where needed. For example I've previously volunteered to photograph a youth soccer game when asked. Along with this, my experience in cybersecurity research gives me some knowledge on technology issues and how to resolve them, which I try to use as helpfully as possible. I always tell my friends and family I'm a phone call away if they have trouble with their computer, their wifi, or anything with a motherboard.
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	This city is my home. It's a place I usually lack the proper words to describe because most words don't do it justice. When I saw the opportunity to serve as a member of the Urban Forestry Advisory Commission it was like all of my passions and experience had lined up perfectly. This city has so much to offer and I want to be a part of sharing and improving it. I'm a major supporter of improving and investing in our tree/plant life. Part of my passion for landscape photography drove me to learning about the benefits of incorporating plant life such as trees into urban environments. For example, how properly planted trees can save households money in energy costs and assist in stormwater management. These are just some of the benefits trees provide which I'd enthusiastically share and, most importantly, dive into further and learn more about.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	As someone of Asian heritage, I've become increasingly aware of the importance or racial equity. A bit earlier in university I dove quite deeply into racial equity and systemic racism as part of some classes I took. Some of the knowledge I gained from these experiences changed the way I looked at many things permanently. I studied how systemic inequalities disproportionally affect people of color and other minority groups, and the scale of systemic racism in our social systems. As an undergraduate research assistant I've met and collaborated with people from diverse racial and cultural backgrounds in the pursuit of furthering cybersecurity research. I've learned the importance of creating space for different perspectives, to listen and actively consider views other than my own, and challenge my own assumptions. I'm committed to advocating for racial equity and standing up for those who may not have a voice.
The City of Vancouver is setting ambitious goals around climate	Climate change is an issue very close to home for me, as someone who is passionate about the outdoors as well as landscape and wildlife photography,

change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	climate change poses a serious threat in many regards. My knowledge/experience as a very avid hiker, a landscape and wildlife photographer gives me unique insight into just how significant of an issue climate change is to our community and the urgency of addressing it. Additionally, my experience as a university student and research assistant give me a more academic perspective on the issue and insight into what the scientific field is exploring on the matter.
Is there anything else you would like us to know?	I love this city, it's been my home since I was born and it's the only place I would ever want to call home. At the end of the day, I want what's best for Vancouver. I know I could do great things and truly make a difference on the commission, but If what's best for Vancouver is someone else with more knowledge and experience fill the role, then that's what I want as well. Whatever decision is made, I truly just want to see Vancouver continue to prosper. I have absolute confidence that regardless of this outcome, the people leading us will ensure that; and I'll be there supporting no matter what.
How did you hear about this position?	• Social media

Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	20-30
What are your preferred pronouns? (Check all that apply)	• He/Him/ His
What is your gender identity or expression? (Check all that apply)	• Male
What is your race/ethnicity? (Check all that apply)	• Asian
Which languages do you speak other than English? Check all that apply.	• Other
If other languages, please indicate.	Urdu (Speaking Only)
In what zip code to you live or work?	98682
What is the highest degree or level of education you have completed?	Some college
Do you rent or own your home?	Other
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

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Signature

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Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

Urban Forestry Commission

Position	Term	Name & Address	Phone
1	07-15-2024	Jesse Durfee 3411-B E 11th Street, Vancouver, WA 98661 jessdurfeesd@gmail.com	6197505377
2	07-15-2024	Lucius Shields 409 Tucson Way, Vancouver, WA 98661 luciusalex@gmail.com	5037349199
3	06-17-2016	Melissa Johnston 1904 E Evergreen Blvd., Vancouver, WA 98662 Melis2jo@gmail.com	206-240-0725
4	10-01-2016	Susan Law 410 W 33rd St., Vancouver, WA 98660 Yummyslaw@yahoo.com	406-270-7470
5	05-30-2021	Jamie Beyer 2910 E 14th Ct. , Vancouver, WA 98661 Jamiebeyer0@gmail.com	518-888-5585
6	09-12-2022	Khanh Tran 6212 NE 134th Street, Vancouver, WA 98686 khanh.g.tran1@gmail.com	360-909-6324 503-319-1994
7	07-02-2018	Clifton Barnes 5100 Plomondon St., Vancouver, WA 98661 madbushido@gmail.com	360-907-0312 360-694-1327

Urban Forestry Commission

Term Length: 48 Months **Max Terms:** 2 Term(s)

Number of Members: 7 **Meeting Schedule:** Third Wednesday of the month

Meeting Time: 6:00 PM

Meeting Location: City Hall - Aspen Conference Room

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Commission

Description: Established for the purpose of preserving, managing, and increasing the City's urban forest thereby protecting a vital environmental, social and economic resource that benefits all residents and visitors, and for the purpose of assisting property owners and public agencies in improving and maintaining the urban forest in a manner consistent with adopted City policies.

Council Liaison: **Staff Liaison:**

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Jesse Durfee	07/15/2024	1	06/30/2028
2	Lucius Shields	07/15/2024	1	06/30/2028
3	Melissa Johnston	06/27/2016	2	06/30/2025
4	Susan Law	10/01/2016	2	06/30/2025
5	Jamie Beyer	05/30/2021	1	05/30/2026
6	Khanh Tran	09/12/2022	1	06/30/2027
7	Clifton Barnes	07/02/2018	2	06/30/2027

To: Mayor and City Council
From: City Manager
Date: June 9, 2025

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for June 9, 2025.

Attachments:
1. June 9, 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:

$ 7,539,162.77 this 9th day of June 2025.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
May 26, 2025 - June 1, 2025	Accounts Payable Checks (see attached)	$ 7,482,211.52
May 26, 2025 - June 1, 2025	Hansen City Payments (see attached)	$ 2,579.62
May 26, 2025 - June 1, 2025	Visa Refunds (see attached)	$ 3,259.22
May 26, 2025 - June 1, 2025	Payroll Checks (see attached)	$ 51,112.41
TOTAL		$ 7,539,162.77

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Expense Payment	Check	25513	5/28/2025	35.95	Charles Masi	Employee Reimbursement
Ad Hoc Payment	Check	25514	5/28/2025	52.05	Arnette,Renee	408 LEXINGTON WAY ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25515	5/28/2025	75.93	Brown,Jacqueline	3812 NE 41ST CT ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25516	5/28/2025	126.66	Carbajal,Eric	4605 NE LEVERICH CT ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	25517	5/28/2025	199.42	Chernichenko,Natalya	8005 NE 9TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25518	5/28/2025	50.71	Danielle Gaughan or Phillip Christianson	2204 NE 87TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25519	5/28/2025	33.47	Donna Hartley Living Trust	8618 MT THIELSON AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25520	5/28/2025	69.76	Durham,Melissa	1202 W 20TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	25521	5/28/2025	231.25	Estate of Alan York	7905 NE 27TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	25522	5/28/2025	337.01	Estate of Michelle Maki Nigro	206 W 28TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	25523	5/28/2025	300.82	Estate of Michelle Maki Nigro	208 W 28TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	25524	5/28/2025	133.00	Estate of Miriam Uskoski	817 SE 100TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25525	5/28/2025	128.00	Feldman,Austin	7008 NE 67TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25526	5/28/2025	152.82	Goff-Menegat,Judy	1512 NW SLUMAN RD ,VANCOUVER,WA,98665
Ad Hoc Payment	Check	25527	5/28/2025	65.08	Gronsdahl,Brenda	2904 E 28TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25528	5/28/2025	62.20	Hillend Living Trust	6510 MONTANA LN ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25529	5/28/2025	46.70	Holly Pike or Nickolas Pugh	800 W 39TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	25530	5/28/2025	83.16	Ingle,William or Amanda	2119 E 8TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25531	5/28/2025	88.80	Irma Lucero or Cassandra Valdez	4714 NE 22ND AVE ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	25532	5/28/2025	186.00	James,Dennis or Sherri	904 SE 94TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25533	5/28/2025	272.07	Kavanagh,Tyler	2810 E 33RD ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25534	5/28/2025	154.61	Lilly's Court Townhomes Client Trust Checking	5801 NE 60TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25535	5/28/2025	23.96	Maria Soenyun or James Walls	1206 BRANDT RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25536	5/28/2025	194.68	Michael Burgess or Anne McCallum or Dana LeBlanc	1115 SE 144TH CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	25537	5/28/2025	31.87	Milford,Thomas	2915 NE STAPLETON RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25538	5/28/2025	90.97	Nylund Inc	3714 O ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	25539	5/28/2025	248.23	Owlo Acquisitions LLC	6507 SE EVERGREEN HWY ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25540	5/28/2025	82.78	Parker,Beth or Casey	4615 NE 52ND AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25541	5/28/2025	59.45	Pope,Meika L & Matthew A	2307 SE TALTON AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	25542	5/28/2025	58.58	Sirstad,Raymond or Rebecca	3208 E 18TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25543	5/28/2025	157.52	The Maron Trust	809 MANZANITA WAY ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25544	5/28/2025	96.78	Watson,Andrew or Marlei	4708 NW HARNEY ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	25545	5/28/2025	131.36	Welty,Mark	5607 NE 45TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25546	5/28/2025	12.11	Won Yoo,Kyung	6620 NE 52ND AVE ,VANCOUVER,WA,98661
Miscellaneous Payment	Check	25547	5/28/2025	136.00	Clark County	Refund duplicate payment to INV#77073881
Miscellaneous Payment	Check	25548	5/28/2025	1,262.00	Ian Mcintosh	ENG-85080/ENG-85081 (jobsite: 13 Algona Drive and Parcel 30513000)
Miscellaneous Payment	Check	25549	5/28/2025	1,175.29	Jeffrey Dong	LEOFF Pension Board Member Travel
Miscellaneous Payment	Check	25550	5/28/2025	145.00	Jessica Barber	Refund over payment to Citation #7203814626
Miscellaneous Payment	Check	25551	5/28/2025	46.00	Julie Smith LMT	Refund duplicate payment to INV#77075014
Miscellaneous Payment	Check	25552	5/28/2025	1,191.09	Michael Lyons	LEOFF Pension Board Member Travel
Miscellaneous Payment	Check	25553	5/28/2025	698.12	Sheila Benton Retana	Claim Payment - DOI:08/12/2024 - RISK
Miscellaneous Payment	Check	25554	5/28/2025	212.00	SLE Inc.	FRI-366370 (jobsite: 2425 NE 65th Ave. Vancouver, WA)
Miscellaneous Payment	Check	25555	5/28/2025	696.39	Steve Leslie	The Springs CMI-370977,980,981
Supplier Payment	Check	25556	5/28/2025	243.71	Albina Holdings Inc	
Supplier Payment	Check	25557	5/28/2025	539.82	A-Line Asphalt Maintenance 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	25558	5/28/2025	8,720.69	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	25559	5/28/2025	500.00	ALS Northwest	
Supplier Payment	Check	25560	5/28/2025	208.83	Archaeological Services LLC	
Supplier Payment	Check	25561	5/28/2025	6,378.49	Ashley Lichtle	
Supplier Payment	Check	25562	5/28/2025	9,857.00	AT & T Mobility National Accounts LLC - Remit-To: AT & T Mobility	
Supplier Payment	Check	25563	5/28/2025	1,875.00	AUdun LLC	
Supplier Payment	Check	25564	5/28/2025	5,070.00	Cascade Inn	
Supplier Payment	Check	25565	5/28/2025	1,191.80	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	25566	5/28/2025	5,075.00	Century West Engineering Corp	
Supplier Payment	Check	25567	5/28/2025	8,242.06	CFM Strategic Communications, Inc.	
Supplier Payment	Check	25568	5/28/2025	323.14	Chappelles Towing LLC	
Supplier Payment	Check	25569	5/28/2025	332.50	Chicago Title Company of WA	
Supplier Payment	Check	25570	5/28/2025	3,034.34	Clark Public Utility District No. 1	
Supplier Payment	Check	25571	5/28/2025	236.00	Clark Public Utility District No. 1	
Supplier Payment	Check	25572	5/28/2025	2,423.97	Clark Public Utility District No. 1	
Supplier Payment	Check	25573	5/28/2025	340.00	CODAs Plus	
Supplier Payment	Check	25574	5/28/2025	260.00	Constangy, Brooks, Smith & Prophete, LLP.	
Supplier Payment	Check	25575	5/28/2025	12,769.95	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	25576	5/28/2025	13,926.40	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	25577	5/28/2025	6,300.00	David Becker	
Supplier Payment	Check	25578	5/28/2025	27,262.62	Fire Systems West	
Supplier Payment	Check	25579	5/28/2025	1,925.00	Forensic Pathology Consulting	
Supplier Payment	Check	25580	5/28/2025	4,434.71	Fourth Plain Forward	
Supplier Payment	Check	25581	5/28/2025	4,277.45	GBD Architects	
Supplier Payment	Check	25582	5/28/2025	1,382.66	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	25583	5/28/2025	18,371.71	Global Transportation Engineering Corporation	
Supplier Payment	Check	25584	5/28/2025	840.00	Government Finance Officers Association	
Supplier Payment	Check	25585	5/28/2025	2,300.00	GVP Ventures Inc	
Supplier Payment	Check	25586	5/28/2025	422.65	Harold LeMay Enterprises	
Supplier Payment	Check	25587	5/28/2025	11,162.50	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	25588	5/28/2025	25,849.18	Herd Freed Hartz	
Supplier Payment	Check	25589	5/28/2025	10,830.04	Hispanic Metropolitan Chamber	
Supplier Payment	Check	25590	5/28/2025	1,063.82	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	25591	5/28/2025	1,822.50	Innovative Data Acquisition, LLC	
Supplier Payment	Check	25592	5/28/2025	1,467.45	Jamestown Networks	
Supplier Payment	Check	25593	5/28/2025	1,300.00	Karsten H Rasmussen	
Supplier Payment	Check	25594	5/28/2025	5,000.00	Ke Kukui Foundation	
Supplier Payment	Check	25595	5/28/2025	1,215.00	Kramer Gehlen & Associates	
Supplier Payment	Check	25596	5/28/2025	5,630.10	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	25597	5/28/2025	75.00	Latino Community Resource Group	
Supplier Payment	Check	25598	5/28/2025	1,404.15	Naegeli Reporting Corporation	
Supplier Payment	Check	25599	5/28/2025	1,000.00	Odyssey World International Education Services	
Supplier Payment	Check	25600	5/28/2025	3,001.05	Ogletree, Deakins, Nash, Smoak, and Stewart, P.C	
Supplier Payment	Check	25601	5/28/2025	15,597.25	Parametrix, Inc	
Supplier Payment	Check	25602	5/28/2025	5,000.00	Queer Community Network	
Supplier Payment	Check	25603	5/28/2025	500.00	Ruth Bader Ginsburg Elementary PTA 3 7 20	
Supplier Payment	Check	25604	5/28/2025	235,630.38	Scott Edwards Architecture LLP	
Supplier Payment	Check	25605	5/28/2025	3,491.05	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	25606	5/28/2025	1,722.57	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	25607	5/28/2025	500.00	Vancouver Arena	
Supplier Payment	Check	25608	5/28/2025	17,702.72	Vancouver School District #37	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	25609	5/28/2025	103.53	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	25610	5/28/2025	1,714.25	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	25611	5/28/2025	6,897.50	WELL Cogir Tenant III LLC	
Supplier Payment	Check	25612	5/28/2025	6,300.00	William A. Maitland	
			Check	**524,681.19**		
Expense Payment	Direct Deposit	EFT-00300203	5/29/2025	244.10	Nathanael Bambilla	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300204	5/29/2025	408.61	Ryan Lopossa	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300205	5/29/2025	17.50	Kristine Olinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300206	5/29/2025	492.35	Annette Haley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300207	5/29/2025	578.80	April Stinson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300208	5/29/2025	301.00	Kevin Smithline	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300209	5/29/2025	254.60	Kasie Auger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300210	5/29/2025	31.50	Greg Benge	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300211	5/29/2025	44.48	Darrin Deming	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300212	5/29/2025	16.00	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300213	5/29/2025	580.20	Iasmina Giurgiev	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300214	5/29/2025	160.00	Margaret Leedom	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300215	5/29/2025	16.25	James Demmon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300216	5/29/2025	255.00	Michelle Bresee	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300217	5/29/2025	80.75	Philip Lavine	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00300218	5/29/2025	89.65	Amanda Trygg	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00300219	5/29/2025	444.00	James Porter	Travel Advance
Expense Payment	Direct Deposit	EFT-00300220	5/29/2025	102.00	Jeffrey Washburn	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00300221	5/29/2025	253.50	Lam Vuong	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00300222	5/29/2025	444.00	Brandon Riedel	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00300223	5/29/2025	498.95	Brent Waddle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00300224	5/29/2025	158.25	Kristi Lucht	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00300225	5/29/2025	495.00	Diane Jensen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00300226	5/29/2025	495.00	Chris Stover	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00300227	5/29/2025	280.00	Edward Letarte	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00300228	5/29/2025	345.50	Kevin Kearns	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00300229	5/29/2025	345.50	Lam Vuong	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00300230	5/29/2025	495.00	Jeanne Schrantz	Travel Advance
			Direct Deposit	**7,927.49**		
Supplier Payment	EFT	EFT-00300231	5/29/2025	360.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00300232	5/29/2025	800.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00300233	5/29/2025	45,594.55	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00300234	5/29/2025	27,357.41	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00300235	5/29/2025	15,492.14	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00300236	5/29/2025	13,789.76	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00300237	5/29/2025	500.00	PAX Learning Center	
Supplier Payment	EFT	EFT-00300238	5/29/2025	2,756.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00300239	5/29/2025	5,000.00	Vancouver Ballet Forklorico	
Supplier Payment	EFT	EFT-00300240	5/29/2025	1,968.75	Avolve Software Corp	
Supplier Payment	EFT	EFT-00300241	5/29/2025	3,098.98	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00300242	5/29/2025	3,155.69	Council for the Homeless	
Supplier Payment	EFT	EFT-00300243	5/29/2025	500.00	Vancouver Bee Project	
Supplier Payment	EFT	EFT-00300244	5/29/2025	979,195.08	Operations Management International Inc	
Supplier Payment	EFT	EFT-00300245	5/29/2025	500.00	According To His Word Outreach	
Supplier Payment	EFT	EFT-00300246	5/29/2025	5,000.00	Meals on Wheels People, INC	
Supplier Payment	EFT	EFT-00300247	5/29/2025	3,530.00	Claims-X-Change LLC	
Supplier Payment	EFT	EFT-00300248	5/29/2025	3,420.00	BCE Engineers, Inc.	
Supplier Payment	EFT	EFT-00300249	5/29/2025	6,511.71	HDR Engineering Inc	
Supplier Payment	EFT	EFT-00300250	5/29/2025	15,781.50	Davis Wright Tremaine LLP	
Supplier Payment	EFT	EFT-00300251	5/29/2025	2,799.03	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00300252	5/29/2025	770.00	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00300253	5/29/2025	280.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00300254	5/29/2025	150,018.64	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00300255	5/29/2025	500.00	Burnt Bridge Creek Neighborhood Association	
Supplier Payment	EFT	EFT-00300256	5/29/2025	101,070.31	Construction Services Group, Inc.	
Supplier Payment	EFT	EFT-00300257	5/29/2025	17,737.87	Oregon Native American Chamber	
Supplier Payment	EFT	EFT-00300258	5/29/2025	187.50	Bureau Veritas North America, Inc.	
Supplier Payment	EFT	EFT-00300259	5/29/2025	137,780.85	Outsiderinn.org	
Supplier Payment	EFT	EFT-00300260	5/29/2025	4,582.65	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00300261	5/29/2025	114,120.90	Do Good Multnomah	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00300262	5/29/2025	5,000.00	Vancouver Farmers Market Association	
Supplier Payment	EFT	EFT-00300263	5/29/2025	2,091.00	Pacifica Law Group LLP - Remit-To: Pacifica Law Group	
Supplier Payment	EFT	EFT-00300264	5/29/2025	86,944.58	Kennedy Jenks Consultants, Inc.	
Supplier Payment	EFT	EFT-00300265	5/29/2025	5,942.12	Fehr & Peers	
Supplier Payment	EFT	EFT-00300266	5/29/2025	22,012.19	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00300267	5/29/2025	15,465.60	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00300268	5/29/2025	26,837.19	Metereaders LLC	
			EFT	**1,828,452.00**		
Supplier Payment	Manual Wire		5/27/2025	187.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		5/27/2025	1,348,077.35	Internal Revenue Service	
Supplier Payment	Manual Wire		5/28/2025	15,195.57	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		5/28/2025	51,285.10	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		5/28/2025	361,510.91	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		5/29/2025	157,338.84	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		5/29/2025	11,225.70	Washington Dental Service	
Supplier Payment	Manual Wire		5/29/2025	967,401.77	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		5/29/2025	1,892,936.43	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		5/30/2025	254,689.37	State of Washington Department of Commerce - Remit-To: Dept of Commerce - Olympia	
Supplier Payment	Manual Wire		5/30/2025	61,302.80	Liberty Mutual Group Inc.	
			Manual Wire	**5,121,150.84**		
			Checks	**524,681.19**		
			Direct Deposit	**7,927.49**		
			EFT	**1,828,452.00**		
			6/2/2025	2,579.62	City Payments	Posted 05-26-25 to 06-01-25
			Hansen Total	**2,579.62**		
			6/2/2025	1,479.92	Miscellanous	Parks Class Refunds FCC 05-26-25 to 06-01-25
			6/2/2025	479.30	Miscellanous	Parks Class Refunds MCC 05-26-25 to 06-01-25
			6/2/2025	1,300.00	Miscellanous	Parks Class Refunds Special Events 05-26-25 to 06-01-25
			VISA Total	**3,259.22**		
			Payroll Total	**51,112.41**		
			GRAND TOTAL	**7,539,162.77**		

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

City of Vancouver
Payroll Council Report
May 26, 2025 - June 1, 2025

Check No.	Date	Explanation	Amount	
2817 - 2820	05/30/25	05 2025 Pension Payroll	$	5,636.61
300160 - 300202	05/30/25	05 2025 Pension Direct Deposits	$	45,475.80

$ 51,112.41

***Option A* - A RESOLUTION to submit to the voters of the City of Vancouver a proposal to add Section 2.19 requiring the City Council to appoint a Districting Commission to divide the city into four voting districts of roughly equal population, have districted council candidates elected within their own district for both the primary and general elections, have two council candidates elected at-large, city-wide, and have the Mayor elected city-wide.**

***Option B* - A RESOLUTION to submit to the voters of the City of Vancouver a proposal to add Section 2.19 requiring the City Council to appoint a Districting Commission to divide the city into four voting districts of roughly equal population, have districted council candidates nominated within their own district by the primary election and elected city-wide in the general election, have two council candidates elected at-large, city-wide, and have the Mayor elected city-wide.**

Staff Report: 118-25

To: Mayor and City Council
From: City Manager
Date: June 9, 2025

Subject

2025 Charter Amendment - Election by Districts

Key Points

- After completion of the 2024 Charter Review process and the decision not to move forward with the Committee's recommended proposal to amend the Charter to allow election by districts, the City Council created an ad hoc districting subcommittee to further consider the proposal.
- The districting subcommittee met between August 2024 and May 2025 to further evaluate the proposal. They also held further conversations with their colleagues and conducted a community survey.
- At the May 19, 2025, Council meeting, the City Council directed the districting subcommittee to prepare a resolution to amend the City Charter to allow election by districts and have the ballot measure placed on the November 4, 2025, general election ballot.
- The subcommittee has brought forward two options for the resolution. Option A has both the primary and general elections for the districted councilmembers occur in their district. Option B has the primary election for the districted councilmembers occur in their district and the general election occur citywide. That is the only difference between the two options.

Strategic Plan Alignment

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

Present Situation

A proposal to create voting districts in Vancouver has been brought forward by the last two City Charter Review Committees and considered by an ad hoc Task Force on City Council Representation. The City Council chose not to move forward any of the past proposals.

After the decision in June 2024 to not place an amendment to allow election by districts on the November 2024 general election ballot, the City Council created an ad hoc districting subcommittee to further consider the proposal.

The subcommittee, after receiving further guidance from the City Council, has brought forward this proposal for consideration by the City Council.

Advantage(s)
In the interest of remaining neutral on the topic, no benefits of the election by district proposal are being listed.

Challenge(s)
In the interest of remaining neutral on the topic, no challenges of the election by district proposal are being listed.

Budget Impact
The Clark County Elections Office has advised that for 2025 it will cost $10,000 to place one proposition on the ballot.

Prior Council Review
Council workshops: October 28, 2024, March 17, 2025, April 25, 2025, May 5, 2025, May 19, 2025

Action Requested
On Monday, June 9, 2025, adopt the resolution placing the proposed amendment to the City of Vancouver's charter on the November 4, 2025, general election ballot.

Staff Contact
Aaron Lande, Program and Policy Development Manager, aaron.lande@cityofvancouver.us

Attachments:
1. Resolution - Option A
2. Resolution - Option B

6/9/2025

RESOLUTION M-_____

A RESOLUTION to submit to the voters of the City of Vancouver a proposal to add Section 2.19 requiring the City Council to appoint a Districting Commission to divide the city into four voting districts of roughly equal population, have districted council candidates elected within their own district for both the primary and general elections, have two council candidates elected at-large, city-wide, and have the Mayor elected city-wide.

WHEREAS, the 2024 Charter Review Committee held seven meetings between October 2023 and April 2024, to review proposed amendments to the City Charter and included as one of their recommendations a shift to election by districts; and

WHEREAS, the City Council created a districting subcommittee to consider the election by district recommended amendment more thoroughly; and

WHEREAS, the City Council conducted multiple discussions on the proposed election by districts charter amendment; and

WHEREAS, the City Council held a duly noticed hearing on the 9th day of June, 2025 and voted to submit the proposed amendment to the Charter below to the voters.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That the following amendment adding Section 2.19 requiring the City Council to appoint a Districting Commission to divide the city into four voting districts of roughly equal population, have districted council candidates elected within their own district for both the primary and general elections, have two council candidates elected at-large, city-wide, and have the Mayor

elected city-wide, ("Proposed Charter Amendment No. 1") be submitted to the voters of the City of Vancouver:

(Proposed language to be added is shown by underline.)

New Section 2.19. Election of Councilmembers; Councilmember Districts.

A. General
   a. The Council will be apportioned and elected as follow:
      i. The Mayor will be elected city-wide.
      ii. Two (2) Councilmembers will be elected city-wide.
      iii. Four (4) Councilmembers will be elected from within geographically distinct districts.
   b. General municipal elections are held in November in odd-numbered years.
   c. For purposes of this section, residence in an area annexed to the city shall be deemed residence within the city.

B. Election by District
   a. Councilmembers and candidates for city council shall be residents of the district they represent or seek to represent.
   b. If a Councilmember elected to represent a district continues to live in the City but moves out of their district, they will remain the councilmember for that district until the next municipal election.
   c. Only voters residing in a district at the time ballots are distributed by the Clark County Auditor are eligible to vote for the Councilmember representing that district.

C. Districting Plan
   a. A Districting Plan shall be maintained by the City and contain detailed maps and descriptions of the district boundaries and other relevant data necessary for implementation.
   b. Revisions to the Districting Plan shall be made by a Districting Commission, consistent with applicable state law and this Charter.
   c. The Districting Plan shall be revised within three hundred and sixty-five (365) days of the release of census block level data of each federal decennial census, unless more frequently as directed by this Charter.
   d. The Districting plan shall be based on the most recent federal decennial census, together with additional population estimates that the Districting Commission deems reliable.
   e. Revisions to the Districting Plan shall take effect at the first possible municipal primary election more than one hundred fifty (150) days after ratification by the Council.

f. Any territory annexed to the City of Vancouver shall, at the time of such annexation, be added to an adjacent district or districts by an ordinance of the Council.
g. Council districts shall be as equal in population as practicable. In no case shall the most populous district exceed the population of the least populous district by more than ten percent.
h. In the event that any existing voting precinct established by the Clark County Auditor is located partly within two or more Council Districts, the Districting Plan shall be modified to assign the entire precinct to the Council district in which the largest number of voters within the precinct reside.
i. If data becomes available, including the adoption by the Council of an annexation, that the population of the most populous district exceeds that of the least populous by more than ten percent, a new Districting Commission shall be appointed by the Council, following the process outlined in this Charter, to develop a new Districting Plan between decennial censuses.
j. The Districting Plan, shall be based on the following guidelines:
    i. Districts should preserve identifiable communities of interest.
    ii. Districts should be geographically compact and populous contiguous territory shall not be bypassed to reach distant populous areas.
    iii. Districts should be composed of contiguous territory with reasonable access between population centers in the district.
    iv. Districts should not be drawn for purposes of protecting incumbents.
    v. Districts should be bounded by natural boundaries, such as by street lines, by neighborhood association boundaries, or by other geographic or political boundaries.
    vi. Districts should be drawn to promote demographic and economic diversity on the Council.
k. The draft Districting Plan shall be made public by the Commission on or before June 1 of the convening year. The Commission shall hold public hearings in each of the proposed districts.
l. The final Districting Plan shall be adopted by the Districting Committee on or before October 1 of that year.
m. Within thirty (30) days after adoption by the Districting Commission, the Council must either ratify the Districting Plan without modification or amendment except to correct data errors upon request by the Districting Commission or return once it to Districting Commission for further consideration. The Districting Commission then has thirty (30) days thereafter to adopt a final Districting Plan for Council ratification.

D. Districting Commission
    a. Districting Commission members must be appointed on or before January 31 of the convening year.
    b. Districting Commission members shall serve until the Council has ratified the revised Districting Plan.
    c. One (1) member of the Districting Commission and one (1) alternate shall be nominated by the Mayor, and four (4) members shall be nominated by the

remainder of the City Council, from those applying upon a determination of reasonable geographic representation among the applicants. Commissioners are selected at-large, city-wide.

d. Commission members shall have been a resident of the City of Vancouver for at least two years and shall demonstrate a general knowledge of the neighborhoods and geography of the city.
e. No person may serve on the Commission who, at time of appointment, is an elected official (except precinct committee officer), or a City of Vancouver employee. The Council shall ratify each member of the Districting Commission by simple majority.
f. Two city staff members, including one city GIS employee, will be assigned to the Districting Commission.
g. The Districting Commission shall appoint its own chair and vice chair during its first meeting of each cycle.
h. A majority of Commission members shall constitute a quorum, and decisions shall be made by a consensus of at least three votes.
i. The Districting Commission, in compliance with this Charter and state law, will set its own rules to complete the Districting Plan.

E. Transition
   a. The Districting Commission shall prescribe, as part of the 2026 Districting Plan, a system by which the current Council seats will convert to the new election system.
   b. At the 2027 election there shall be elected one (1) at-large councilmember and two (2) councilmembers to non-contiguous districted positions, and every four years thereafter. At the 2029 election there shall be elected the Mayor, one (1) councilmember at-large and two (2) councilmembers to non-contiguous districted positions, and every four years thereafter.
   c. The initial districting plan shall be based on the 2020 federal decennial census, together with additional population estimates that the Commission deems reliable.
   d. Council members elected or appointed at-large prior to the November 2027 municipal general election shall continue in office until the terms to which they were elected or appointed expire as provided by law.
   e. Section 2.19.E shall be automatically stricken from the Charter of the City of Vancouver after the completion of the 2029 General Election.

2. The Clark County Auditor, as ex officio supervisor of elections in Clark County, is hereby requested to submit Proposed Charter Amendment No. 1 to the November 4, 2025, general election ballot.

3. The City Clerk is authorized and directed to take those actions necessary to submit Proposed Charter Amendments No. 1 before the voters at the November 4, 2025, election.

ADOPTED at regular session of the Council of the City of Vancouver, this 9th day of June 2025.

Signed this _____ day of _____, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

Prior to the adoption of the final districting plan and district boundaries the Commission shall conduct public hearings in each of the four proposed districts.

6/9/2025

RESOLUTION M-_____

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ADOPTED at regular session of the Council of the City of Vancouver, this 9th day of June 2025.

Signed this _____ day of _____, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

Prior to the adoption of the final districting plan and district boundaries the Commission shall conduct public hearings in each of the four proposed districts.

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: June 9, 2025

TO: City Council

FROM: Lisa Brandl, Deputy City Manager

RE: Clarification on Interview Timeline (Section 9.0) Pertaining to City Council Policy 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Work Groups

CC: Lon Pluckhahn

I. Introduction

Within Section 9.0, Assessment of Applicant Pool and Recommendation for Appointment, some Council members expressed a desire for a longer timeline to notify staff if they would like to interview any additional candidates over and above the final two candidates and the alternate submitted for sub-quorum interviews. Additionally, a Council member expressed that having a timeline in place is appropriate to keep candidates engaged and scheduled for interview within an acceptable timeframe.

II. Proposed Change

The original language as shared during the May 12 workshop is stated as follows (*five business days for review*):
"After review of an applicant pool for a board or commission, the staff liaison and chair will forward two (2) applicants and an alternate for interview to city manager staff. City manager staff will then forward the two applicants and alternate as well as all the applications submitted to the subcommittee. If after five (5) business days no request has been from a subcommittee member to interview additional applications to city manager staff other than the final two applicants and alternate, city manager staff will schedule the final two applicants and alternate for interview by the subcommittee."

Alternate proposed language (*seven business days for review*):

"After review of an applicant pool for a board or commission, the staff liaison and chair will forward two (2) applicants and an alternate for interview to city manager staff. City manager staff will then forward the two applicants and alternate as well as all the applications submitted to the subcommittee. If after seven (7) business days no request has been from a subcommittee member to interview additional applications to city manager staff other than the final two applicants and alternate, city manager staff will schedule the final two applicants and alternate for interview by the subcommittee."

III. Current Practice

The current practice experienced by city manager staff is that subcommittee members are responding within one week, so this alternate language is in keeping with the actual practice in place.

IV. Next Steps

If acceptable by Council, this change and the other formatting changes in sections 5.3 Commission (updating the names of the commissions) ; and 6.4 Periodic Review (changing the from "every four years" to "on a four-year cycle") suggested by Council at the May 12 workshop will be submitted on a future Council agenda.