



Vancouver City Council

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

City Council Meeting Agenda September 8, 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. September 8, 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 September 8, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on September 8, 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.

**Council Dinner / Executive Session Re: Potential Litigation RCW 42.30.110 (1)(i) (15 minutes)
(6:00 - 6:30 PM)**

Regular Council Meeting

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Proclamations

National Service Dog Month

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined. 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. Construction Acceptance - Marine Park Wastewater Treatment Facility Ultraviolet (UV) Disinfection System Replacement - ITB 24-20

Staff Report: 179-25

Request: On Monday, September 8, 2025, accept the Marine Park Wastewater Treatment Facility UV System Replacement project as constructed by McClure and Sons, Inc. of Mill Creek WA and authorize release of bond, subject to receipt of all documentation required by law.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

2. Construction Acceptance - Blandford Drive Subbasins LID Retrofits - ITB 23-31

Staff Report: 180-25

Request: On September 8, 2025, accept the Blandford Drive Subbasins LID Retrofits Project as constructed by Rotschy Inc., of Vancouver, WA and authorize the release of retainage bond, subject to receipt of all documentation required by law.

Aron Rice, Senior Civil Engineer, aron.rice@cityofvancouver.us

3. Contract Award - On-Call Stormwater Retrofit, Design and Planning Services Contracts

Staff Report: 181-25

Request: On Monday, September 8, 2025, authorize the City Manager, or designee, to finalize and execute Professional Services Agreements (PSAs) with Otak, Harper Houf Peterson Righellis, MacKay Sposito, Herrera Environmental Consultants, HDR Engineering, Brown and Caldwell, Northwest Watersheds and Parametrix, for the provision of stormwater retrofit planning and design services on an as-needed basis for five years. The total value of each contract will not exceed \$1,000,000 for the 5-year life of each contract.

Aron Rice, Senior Civil Engineer, aron.rice@cityofvancouver.us

4. Contract - Fire Alarm and Sprinkler Annual Certification and Maintenance - C-102040

Staff Report: 182-25

Request: On Monday, September 8, 2025, authorize the City Manager, or designee, to finalize and execute a contract with McKinstry, up to a maximum of \$750,000 through September 1, 2030.

Brian Taylor, Operations Superintendent, brian.taylor@cityofvancouver.us

5. Contract Amendment: Water Station 9 PFAS Treatment System Final Design – C-101850

Staff Report: 183-25

Request: On Monday, September 8, 2025, authorize the City Manager, or designee, to finalize and execute contract Amendment No. 1 to contract C-101850 between the City of Vancouver and Brown and Caldwell. Increase the not-to-exceed amount by \$2,470,840 for a total contract value of \$3,802,840 and extend the contract end date to June 30, 2026.

Mehrin Selimgir, Water Engineering Manager, Mehrin.Selimgir@cityofvancouver.us

6. Multifamily Tax Exemption Certificate - 192nd Ave Apartments

A RESOLUTION of the City Council of the City of Vancouver approving a contract with CRP/Vance 192nd Owner, L.L.C., a Delaware limited liability company (Applicant) for a 12-year limited property tax exemption for income-based housing, for the property located near 1320 SE 192nd Ave, Vancouver WA 98683 (Exhibit A).

Staff Report: 184-25

Request: On Monday, September 8, 2025, adopt a resolution authorizing the City Manager, or designee, to execute a conditional multi-family property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

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

7. Vancouver Cultural Access Program

AN ORDINANCE related to changes to the City's Cultural Access Program Ordinance, amending VMC 3.45.050 to reflect a change to the percentage allocated to start-up program costs and the public school cultural access program.

Staff Report: 185-25

Request: On Monday, September 8, 2025, advance the ordinance on first reading, setting a date for second reading and public hearing on September 15, 2025.

Stacey Donovan, Cultural Services Manager, David Perlick, Director of Parks,

8. Approval of Claim Vouchers

Request: Approve claim vouchers for September 8, 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. Ordinance Updating Business License Thresholds

AN ORDINANCE relating to business licenses; amending VMC 5.04.075 and 5.04.090; providing for severability and an effective date.

Staff Report: 178-25

Request: On Monday, September 8, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

Communications

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

Safe Routes to School

Adjournment

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

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

Staff Report: 179-25

To: Mayor and City Council
From: City Manager
Date: September 8, 2025

Subject

Construction Acceptance - Marine Park Wastewater Treatment Facility Ultraviolet (UV) Disinfection System Replacement - ITB 24-20

Key Points

- Ultraviolet light disinfection is a critical wastewater treatment step for maintaining compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit issued by Washington Department of Ecology.
- The old UV disinfection system was original to the 1990's construction of Marine Park and was no longer supported by the manufacturer.
- The new UV disinfection system will provide continued disinfection capability and reliability and will accommodate projected population growth.

Strategic Plan Alignment

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

Present Situation

The Marine Park Wastewater Treatment Facility's UV disinfection system's electrical and mechanical equipment was replaced with modern and energy-efficient equipment. In May 2024, City Council approved a contract with McClure and Sons, Inc. to complete this work.

The contractor has satisfactorily completed this project in accordance with the contract plans and specifications. Contract costs are summarized below.

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$1,242,313.89
Sales Tax	\$108,428.23
Total	\$1,350,742.12
Retainage	Bond

The final contract amount was approximately 3% higher than the original contract amount of \$1,305,663.09. Changes were made during construction to apply epoxy-based coatings to the UV equipment channels to preserve the concrete, and to accommodate minor design changes based on field conditions.

The apprenticeship utilization goal of 3% was exceeded by McClure and Sons, Inc., and their subcontractors, delivering 156.5 apprenticeship hours of the total 1,720.25 project hours.

Advantage(s)

1. Replaced outdated equipment that has exceeded its expected useful life.
2. Modern UV lamps and equipment allow for more efficient disinfection.
3. Increased system capacity that will handle projected flows from population through at least year 2045.

Challenge(s)

None

Budget Impact

Sufficient appropriation to fund this project was included in the 2024-2025 Wastewater Capital Budget. There is no budget impact, as this acceptance will only trigger the release of the retainage.

Prior Council Review

- Project approved in the 2024-2025 Wastewater Capital Budget
- May 6, 2024 – Council approved bid award

Action Requested

On Monday, September 8, 2025, accept the Marine Park Wastewater Treatment Facility UV System Replacement project as constructed by McClure and Sons, Inc. of Mill Creek WA and authorize release of bond, subject to receipt of all documentation required by law.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:

1. Marine Park WWTF Vicinity Map



Staff Report: 180-25

To: Mayor and City Council
From: City Manager
Date: September 8, 2025

Subject

Construction Acceptance - Blandford Drive Subbasins LID Retrofits - ITB 23-31

Key Points

- This project installed low impact development (LID) stormwater improvements in portions of the Dubois and Cliffside neighborhoods to provide water quality treatment for runoff and increase infiltration capacity.
- A portion of this project (75%) was funded by the Washington State Department of Ecology (Ecology).
- Rotschy Inc. did not meet the apprenticeship utilization goal of 4% and was assessed a penalty of \$11,362.20.

Strategic Plan Alignment

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation

Rostchy Inc. has completed installation of 21 water quality filter catch basins, 2 bioretention treatment facilities, and 630 linear feet of infiltration trenches. This project improved stormwater quality by enhancing infiltration and reducing the volume of uncontrolled runoff entering the Blandford Canyon and Columbia House Boulevard storm systems. The improvements will help protect local waterways, reduce erosion, and support long-term sustainability in the surrounding area.

The work was completed satisfactorily and in accordance with the plans and specifications. Contract costs are summarized below:

Total Contract Costs	
Labor, Equipment, and Material	\$1,773,823.47
Total	\$1,773,823.47
Sales Tax	\$0.00

The original contract amount was \$1,423,751.00. The final project cost was \$1,773,823.47, which was \$350,072.47 (24.5%) over the original contract amount.

The cost increase was primarily due to additional asphalt paving determined to be necessary during construction. While the original scope included localized pavement restoration to City standards, site

conditions at the conclusion of construction prompted City staff to expand the pavement restoration area. This decision ensured proper stormwater flow to the newly installed catch basins and improved the overall condition of the streets beyond their pre-construction state.

This project was partially funded by a grant from the Washington Department of Ecology, through the Stormwater Financial Assistance Program. Ecology reimbursed \$1,330,367.60 or 75% of the construction costs, which included the additional pavement restoration. The remainder of the project cost (25%) was paid from the Surface Water Construction Capital Budget.

Rotschy Inc. did not meet the City's 4% apprenticeship utilization goal. Of the 7,062 total project hours, only 55 hours were performed by apprentices. In accordance with the City's Apprenticeship policy, a penalty of \$11,362.20 was assessed and deducted from the final payment.

Advantage(s)

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

Challenge(s)

None

Budget Impact

Funds for these improvements were appropriated in 2023-2024 Surface Water Construction Capital Budget. There is no budget impact, as the retainage is being released for acceptance.

Prior Council Review

1. Approval of the 2023-2024 Surface Water Construction Capital Budget.
2. Award of contract at December 18, 2023, Vancouver City Council Meeting.

Action Requested

On September 8, 2025, accept the Blandford Drive Subbasins LID Retrofits Project as constructed by Rotschy Inc., of Vancouver, WA and authorize the release of retainage bond, subject to receipt of all documentation required by law.

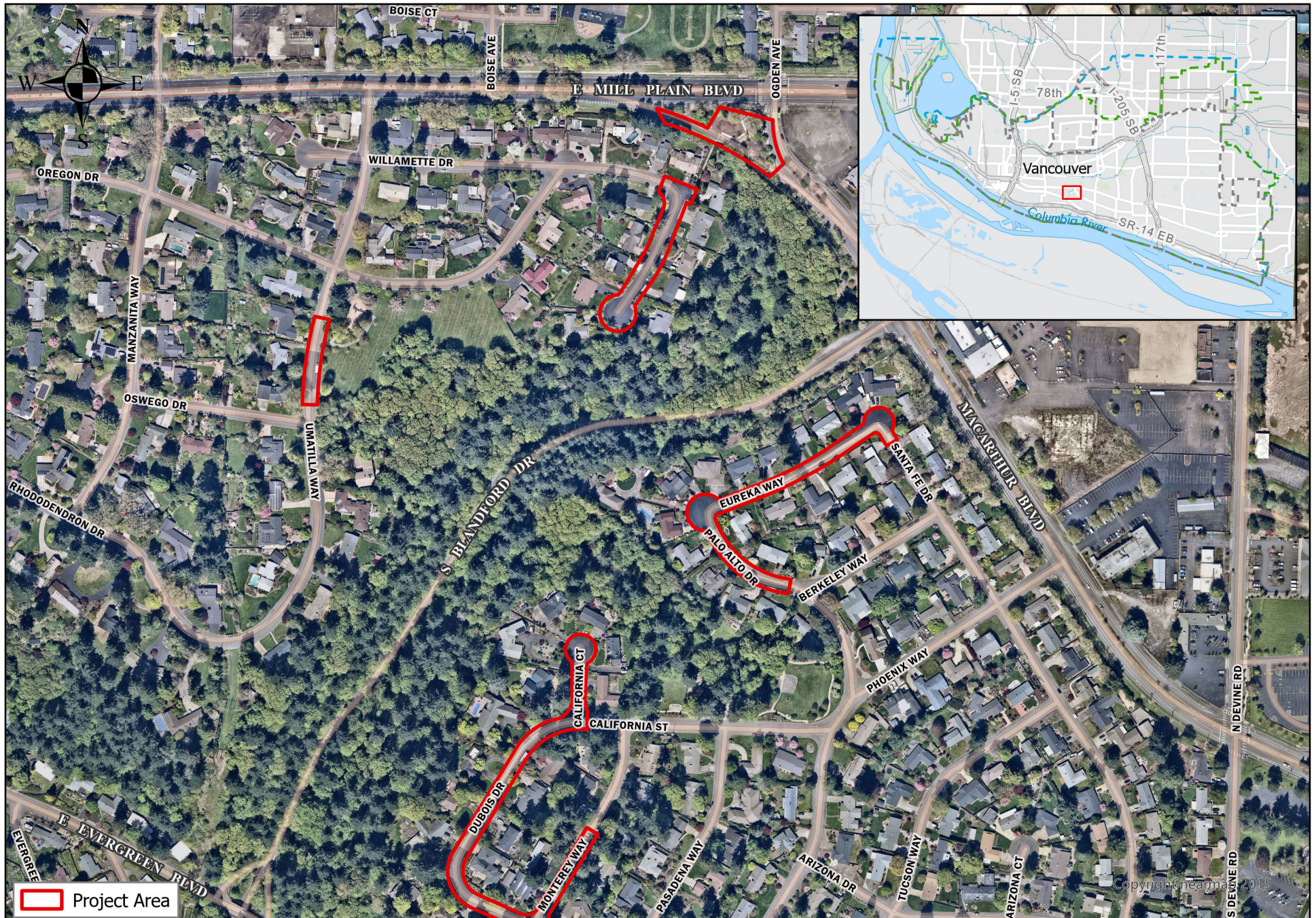
Staff Contact

Aron Rice, Senior Civil Engineer, aron.rice@cityofvancouver.us

Attachments:

1. Vicinity Map

Blandford Drive Subbasins LID Retrofits



Staff Report: 181-25

To: Mayor and City Council
From: City Manager
Date: September 8, 2025

Subject

Contract Award - On-Call Stormwater Retrofit, Design and Planning Services Contracts

Key Points

- The City issued RFQ #36-25 for stormwater engineering, retrofit, planning and design. The City received 14 responses.
- Responses were evaluated for responsiveness, qualifications, experience, and project approach. Based on this review, eight firms were selected for professional service contracts.
- The contracts will be in place for a period of five years and not to exceed \$1,000,000 for the life of each contract. The five-year contracts can be used for large and small projects, grant and locally-funded projects, urgent design needs, and include system planning and assessment.
- The majority of these contract expenses are expected to be reimbursed through existing and future grants.

Strategic Plan Alignment

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation

The City's Surface Water Management division has numerous projects identified in its six-year Capital Improvement Program (CIP). The CIP projects vary in size, scope and timing with several having strict deadlines to meet the City's Municipal Separate Storm Sewer System (MS4) permit as issued by the Washington Department of Ecology.

In recent years, growing development activity and more stringent stormwater regulations have greatly increased the workload and number of projects requiring review by Surface Water Management staff. Utilizing an on-call contract allows the City flexibility in staffing projects during times of peak workload with professionals competent in the field of stormwater management planning and design. These on-call firms may also provide Construction Management services related to stormwater, providing additional capacity to deliver capital projects.

The City issued RFQ #36-25 for on-call stormwater engineering, retrofit, planning and design services in May 2025. Along with standard advertising, firms from the Municipal Research and Services Center (MRSC) list, which include veteran-, minority-, and women-owned firms, were notified of the solicitation. The City received 14 proposals. After reviewing all proposals, the evaluation committee selected eight consultants for professional service contracts. Staff proposes to execute each contract for a period of five years. Each contract shall not exceed \$1,000,000.00.

Engineering Firm	Contract Amount
Otak Inc.- C-102028	\$1,000,000.00
Harper Houf Peterson Righellis Inc.- C-102030	\$1,000,000.00
MacKay & Sposito Inc.- C-102033	\$1,000,000.00
Herrera Environmental Consultants - C-102027	\$1,000,000.00
HDR Engineering - C-102026	\$1,000,000.00
Brown and Caldwell - C-102031	\$1,000,000.00
Parametrix - C-102029	\$1,000,000.00
Northwest Watersheds LLC - C-102032	\$1,000,000.00

Advantage(s)

1. Provides immediate stormwater retrofit planning and design services to assist City staff with the execution of projects with near-term deadlines.
2. Provides maximum flexibility to Surface Water Management teams to ensure all projects are adequately and professionally staffed.
3. Allows the hiring of specialized consultants in specific fields to ensure compliance with regulatory requirements.
4. Establishing on-call contracts reduces staff time required by the project manager, selection committee, and procurement staff to facilitate the process of individual project design contracts.

Challenge(s)

Using consultants can be more expensive in the short term than using city staff. However, the proposed contract arrangement allows the City to fully utilize current staff while providing additional professional assistance.

Budget Impact

No additional budget is required for these contracts. Future expenditures will be paid from the applicable project's budget in the Surface Water Operating and Capital fund budgets. The majority of the projects are expected to be Ecology-grant funded.

Prior Council Review

None

Action Requested

On Monday, September 8, 2025, authorize the City Manager, or designee, to finalize and execute Professional Services Agreements (PSAs) with Otak, Harper Houf Peterson Righellis, MacKay Sposito, Herrera Environmental Consultants, HDR Engineering, Brown and Caldwell, Northwest Watersheds and Parametrix, for the provision of stormwater retrofit planning and design services on an as-needed basis for five years. The total value of each contract will not exceed \$1,000,000 for the 5-year life of each contract.

Staff Contact

Aron Rice, Senior Civil Engineer, aron.rice@cityofvancouver.us

Attachments:

1. Services Contract -C-102032 NW final
2. Services Contract - C-102028 Otak final
3. Services Contract - C-102029 Parametrix final
4. Services Contract - C-102033 Mackay final
5. Services Contract - C-102026 HDR final
6. Services Contract - C-102030 Harper final
7. Services Contract - C-102031 Brown final
8. Services Contract - C-102027 Herrera final



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102032

ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING SERVICES

This Services Agreement ("Agreement"), effective on September 1, 2025 (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Northwest Watersheds LLC, a limit liability company organized under the laws of the State of Oregon ("Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 36-25 ("Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Aron Rice, by email to aron.rice@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Aron Rice, 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.

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 September 1, 2025 and continues until August 31, 2025. 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 that is not intended to be shared with any third parties. 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 any Contractor intellectual property that is necessary for the completion of the Services in connection with the Deliverables, contingent upon the City’s full compliance with the payment requirements herein.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW (“PRA”). City may be required to disclose this Agreement or related records, including records in Contractor’s possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by contractors in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

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
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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) (CRRRA). 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:
Anna Vogel

For the Contractor:
Mary Larkin

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

Northwest Watersheds LLC

329 NE Couch Street, Suite 204

Portland, OR 97232

Email: mlarkin@northwestwatersheds.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; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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

CONTRACTOR:

Northwest Watersheds LLC

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A":

Scope of Work

Below is a list of services broken into four categories. This list is not all-inclusive for projects that Surface Water Management may use consulting services for.

Retrofit Design and Planning

- Obtain and/or perform topographic survey and establish existing site conditions
- Perform site investigations including archaeological surveys, geotechnical work, infiltration testing
- Delineate drainage management basins and catchment areas
- Analyze existing facilities and provide recommendations for improvements and/or upgrades
- Identify potential areas for LID in right of ways and for City-owned properties
- Structural engineering support for repair and rehabilitation projects involving storm pipes, storm structures, storm facilities, and other structures associated with the stormwater or surface water infrastructure
- Provide input on repair and replacement of degraded pipes using trenchless technology. This may include lining, pipe bursting, or other methods to avoid soil disturbance
- Develop and prepare stormwater reports and/or associated hydrologic/hydraulic modeling
- Develop and prepare engineering plans, specifications, engineer's opinion of cost, and related bid documents

Regulatory and Development Review Support

- Prepare and/or assist City with permitting and/or property and easement acquisition
- Provide expertise in geotechnical, hydrogeological, and structural review on development, redevelopment, or regulatory driven sites with non-standard soil conditions
- Attend and facilitate public workshops to keep community members and affected residents informed and solicit input for consideration into project design
- Provide ongoing project-related communications and support by arranging and attending meetings, and providing correspondence as needed and requested

Groundwater Monitoring, Sampling and Support

- Conduct groundwater level monitoring to define hydrogeologic conditions in select areas where shallow depth to groundwater may constrain stormwater infiltration
- With a licensed driller, oversee and direct location and installation of wells and piezometers, conduct water level monitoring, analyze and report findings
- Develop and/or prepare specifications, cost estimates and related bid documents for drilling services
- Collect groundwater samples from wells or surface water and provide laboratory testing based on specific project needs
- Provide technical guidance and oversight for all groundwater monitoring, well installation, well development for water quality sampling, and selection of parameters for analysis

Construction Management

- Construction management services to supplement the City's Construction Services Division when needed for some stormwater capital and state grant-funded projects
- Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

General Design Requirements

All design work and proposal documents shall adhere to the following:

- Washington Department of Ecology's Stormwater Management Manual for Western Washington and approved continuous runoff simulation models (Western Washington Hydrology Model, MGS Flood)

- Washington Department of Archaeology and Historic Preservation requirements for subsurface investigation
- City of Vancouver General Requirements and Standard Details for Design and Construction of Surface Water Systems
- City of Vancouver Utility Amendments to WSDOT Standard Specifications for Water Sewer and Surface Water Construction
- Latest version of WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- City of Vancouver Transportation Standard Details
- Vancouver Municipal Code Chapters 11 - Transportation and 20 - Land Use and Development
- All other applicable Vancouver Municipal Code Sections, specifically Title 14:
 - 14.24 – Erosion Control
 - 14.25 – Stormwater Control; and
 - 14.26 – Water Resources Protection

EXHIBIT "B":

Fee Schedule

Northwest Watersheds LLC
Billing Rates - Effective 5/1/2025

Fee schedule below is for 2025 City of Vancouver Stormwater Retrofit On-call. Annual compensation adjustments will be negotiated by the Parties and agreed to in writing, before the anniversary date of this contract.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 217
Senior Engineer/Scientist 3	\$ 190
Senior Engineer/Scientist 2	\$ 172
Senior Engineer/Scientist 1	\$ 164
Civil Engineer/Scientist 3	\$ 139
Civil Engineer/Scientist 2*	\$ 114
Civil Engineer/Scientist 1*	\$ 101
Water Resources Intern	\$ 88

*Civil Engineer 1 and Civil Engineer 2 labor classification includes EITs whose work is overseen by professional engineers

Non-Salary Costs (Reimbursables)

Subcontractors and Subconsultants	cost + 10%
Mileage	Current federal rate
Technical supplies/specialized field equipment	cost + 10%

Northwest Watersheds does not have an additional charge or multiplier for overtime. Standard field equipment, computer hardware, and computer software are included in the labor rate.

ENGINEERING	
Title	Rate
Engineering Technician	\$ 120.00
Engineering Technician II	\$ 125.00
Engineering Staff I	\$ 142.00
Engineering Staff II	\$ 157.00
Engineering Staff III	\$ 173.00
Engineer IV	\$ 185.00
Engineer V	\$ 195.00
Engineer VI	\$ 215.00
Engineer VII	\$ 235.00
Engineer VIII	\$ 250.00
Structural Project Engineer V	\$ 220.00
Sr. Structural Project Engineer VI	\$ 245.00
Structural Project Manager VII	\$ 265.00
Sr. Structural Project Manager VIII	\$ 290.00
Principal Engineer	\$ 310.00
Design Technician I	\$ 130.00
Design Technician II	\$ 142.00
Design Technician III	\$ 150.00
Design Technician IV	\$ 160.00
Engineering Geologist I	\$ 160.00
Engineering Geologist II	\$ 182.00
Landscape/Planning I	\$ 115.00
Landscape/Planning II	\$ 125.00
Landscape/Planning III	\$ 135.00
Landscape/Planning IV	\$ 152.00
Landscape/Planning V	\$ 167.00
Landscape/Planning VI	\$ 190.00
Landscape/Planning VII	\$ 215.00
Construction Inspector I	\$ 130.00
Construction Inspector II	\$ 140.00
Construction Inspector III	\$ 155.00
Construction Inspector IV	\$ 170.00
Construction Inspector V	\$ 180.00
Construction Inspector VI	\$ 200.00
Construction Manager I	\$ 200.00
Construction Manager II	\$ 207.00
Construction Manager III	\$ 225.00
Construction Manager IV	\$ 235.00

SURVEY	
Survey I	\$ 110.00
Survey II	\$ 130.00
Survey III	\$ 138.00
Survey IV	\$ 148.00
Survey V	\$ 160.00
Survey VI	\$ 180.00
Survey VII	\$ 210.00
Survey 1-Person Crew	\$ 166.00
Survey 2-Person Crew	\$ 225.00
Survey 3-Person Crew	\$ 275.00
Unmanned Aerial Sys Operator I	\$ 160.00
Unmanned Aerial Sys Operator II	\$ 170.00
Unmanned Aerial Sys Operator III	\$ 200.00

TECHINICAL SUPPORT STAFF	
Administration I	\$ 95.00
Administration II	\$ 105.00
Administration III	\$ 115.00
Project Administrator I	\$ 105.00
Project Administrator II	\$ 115.00
Project Administrator III	\$ 125.00
Project Administrator IV	\$ 135.00
CAD/MicroStation Tech I	\$ 115.00
CAD/MicroStation Tech II	\$ 125.00
CAD Manager	\$ 145.00
Writer/Editor I	\$ 120.00
Writer/Editor II	\$ 140.00
Graphic Artist	\$ 125.00
IT/Database Management	\$ 135.00
GIS Analyst I	\$ 110.00
GIS Analyst II	\$ 130.00
GIS Analyst Manager	\$ 150.00
Grant Writer	\$ 155.00
Public Involvement I	\$ 105.00
Public Involvement II	\$ 120.00
Public Involvement III	\$ 135.00
Public Involvement IV	\$ 155.00
Public Involvement Manager	\$ 175.00

ENVIRONMENTAL	
Field Technician I	\$ 90.00
Field Technician II	\$ 95.00
Field Scientist/Planner	\$ 100.00
Staff Scientist/Planner I	\$ 110.00
Staff Scientist/Planner II	\$ 120.00
Project Scientist/Planner I	\$ 130.00
Project Scientist/Planner II	\$ 145.00
Project Scientist/Planner III	\$ 155.00
Sr. Scientist/Planner I	\$ 180.00
Sr. Scientist/Planner II	\$ 200.00
Principal Scientist/Planner	\$ 275.00
Staff Environmental Regulatory Speci	\$ 110.00
Project Environmental Regulatory Spe	\$ 135.00
Sr. Environmental Regulatory Speciali	\$ 175.00
Project Environmental Compliance Mo	\$ 135.00
Sr. Environmental Compliance Monito	\$ 160.00
Staff Geologist I	\$ 110.00
Staff Geologist II	\$ 125.00
Project Geologist I	\$ 135.00
Project Geologist II	\$ 145.00
Sr. Geologist I	\$ 160.00
Sr. Geologist II	\$ 180.00
Sr. Geologist III	\$ 195.00
Sr. Geologist IV	\$ 230.00
Principal Geologist	\$ 275.00
Project Hydrogeologist I	\$ 135.00
Project Hydrogeologist II	\$ 145.00
Sr. Hydrogeologist I	\$ 160.00

ENVIRONMENTAL - CONT'D	
Sr. Hydrogeologist II	\$ 180.00
Sr. Hydrogeologist III	\$ 195.00
Sr. Hydrogeologist IV	\$ 230.00
Principal Hydrogeologist	\$ 275.00
Project Manager (Env)	\$ 140.00
Sr. Project Manager I	\$ 155.00
Sr. Project Manager II	\$ 170.00
Sr. Project Manager III	\$ 185.00
Sr. Project Manager IV	\$ 200.00
Sr. Project Manager V	\$ 220.00
Sr. Project Manager VI	\$ 235.00

2025 JLA Max Billing Rates by Classifications

			2025 Max.	Escalation Rate 3.5% 2026 Max.
Classification	Personnel	Title		
			\$ 267.03	\$ 276.38
Senior Associate 2				
			\$ 253.49	\$ 262.37
Senior Associate 1				
	Adrienne DeDona	Sr. Program Mgr./SW Washington Office Mgr.		
	Brandy Steffen	Partner/Senior Strategist		
	Jessica Pickul	Partner/Senior Strategist		
	Kristen Kibler	Partner/Senior Strategist		
			\$ 214.11	\$ 221.60
Public Involvement Specialist 6				
			\$ 193.96	\$ 200.75
Public Involvement Specialist 5				
	Sam Beresky	Digital Story Teller/Program Manager		
			\$ 171.27	\$ 177.27
Public Involvement Specialist 4				
	Anastasia Zurcker	Program Manager		
	Anna Marum	Strategic Communications Program Manager		
	Darren Cools	Sr. Graphic Designer / Program Manager		
	Franziska Elliott	Program Manager		
	Mallory Anderson	Program Manager		
	Tracie Heidt	Program Manager		
			\$ 141.59	\$ 146.54
Public Involvement Specialist 3				
	Alyssa Pratt	Web and New Media Manager		
	Jennifer Winslow	Program Manager		
	Katie Nelson	Program Manager		
			\$ 121.70	\$ 125.96
Public Involvement Specialist 2				
	Andrea Maldonado	Spanish Outreach and Graphic Design		
	Ashley Balsom	Program Coordinator		
	Esme Schornstein	Program Coordinator		
	Kang-Ping Peng	Program Coordinator		
	Mayrangel Juarez	Program Coordinator		
	Tuyen Ta	Program Coordinator		
			\$ 89.76	\$ 92.90
Public Involvement Specialist 1				
			\$ 172.31	\$ 178.34
Administration 5				
	Jamie Harvie	Marketing and Communications Specialist		
	Nelly Haddad	Finance Manager		
			\$ 138.95	\$ 143.81
Administration 4				
	Lesley Yan	Staff Accountant		
			\$ 115.10	\$ 119.12
Administration 3				
			\$ 87.41	\$ 90.47
Administration 2				
			\$ 69.49	\$ 71.92
Administration 1				

NNA 2025 Billing Rates



2025 Billing Rates

Classification	Minimum	Maximum
Principal, Senior Registered Landscape Architect	\$180	\$200
Associate Registered Landscape Architect 2	\$150	\$171
Associate Registered Landscape Architect 1	\$125	\$140
Registered Landscape Architect 2	\$125	\$130
Registered Landscape Architect 1	\$115	\$125
Landscape Designer/Draftsperson 2	\$104	\$115
Landscape Designer/Draftsperson 1	\$96	\$104
Landscape Designer/Intern	\$79	\$86

NOTES

Any adjustment to rates after 2025 must be negotiated by the Parties and agreed to in writing.

Reproduction (outside company): Charged at cost

Mileage is charged at the current IRS rate, (currently \$0.70 per mile) if travel is required outside of Portland

Labor Classification	Name	2025 Year 1		2026 Year 2	
		Min	Max	Min	Max
Principal Environmental Scientist	Natalie Edwards	\$190	\$200	\$200	\$210

Non-salary Costs (reimbursables)

List all applicable and provide direct cost (no-markup allowed)

The fee schedule below provides Clark Land Resources, Inc.'s 2025 rates for the City of Vancouver. Compensation adjustment requests will be supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue on the anniversary date of this contract.

Clark Land Resources, Inc. Billing Rates and Other Direct Costs Effective February 1, 2025	
Position/Title	Suggested Rate
Principal in Charge	\$245
Broker, Technical Advisor/QA/QC	\$230
Program Manager	\$220
Sr. Project Manager	\$211
Project Manager	\$191
Assistant Project Manager/Senior Right of Way or Sr. Relocation Agent	\$185
Task Lead/Supervisors	\$160
Right of Way or Relocation Agent or GIS Specialist	\$140
Jr. Right of Way Agent/Relocation Specialist	\$113
Right of Way Assistant/Technician	\$100
Contract Administrator	\$150
Title Researcher	\$118
Clerical	\$98
Other Direct Costs	
Mileage	@ IRS allowable rate at time of mileage accrued
Outside Data Services	\$100 per month during length of executed task order.
Copies	8.5x11 @ .15 cents per copy. Larger sizes at cost.
Appraisals	Sub to provide
<i>All above rates do not include title reports, litigation guarantees, or expert witness for Eminent Domain court cases. These rates can be provided when those services are needed.</i>	



2025 FEE SCHEDULE

Cascade Trenchless bills out with the following fee schedule:

Engineering Consulting

Principal Engineer: \$282 / hour

Expert Witness

Principal Engineer:

Case Review, Preparation, and Consulting - \$455 /
hour
Deposition - \$525 / hour
Court Testimony - \$565 / hour

Travel: Travel time is portal to portal.

Travel Expenses: The client is responsible for all reasonable and customary travel expenses including actual cost expenses for airfare, hotel or accommodations, rental car & fuel, parking, tolls, meals, and incidental expenses. Vehicle mileage is billed at the IRS Standard Mileage rate at time of travel.

Subcontractors: Subcontractors are billed at actual cost plus 15%.

Direct Project Expenses: Direct expenses for project equipment or supplies are billed at actual cost plus 15%.

Cancellation Fees: The client is responsible for associated cancellation fees and all nonrefundable expenses due to cancellations.

Time: Time is billed to the nearest 0.25 hour.



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102028

ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING SERVICES

This Services Agreement ("Agreement"), effective on September 1, 2025 (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Otak, Inc., a corporation organized under the laws of the State of Oregon ("Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 36-25 ("Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Aron Rice, by email to Aron.Rice@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Aron Rice, 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.

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 September 1, 2025, and continues until August 31, 2030. 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 Confidential Information.** Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
 - 8.2 Public Disclosure Compliance.** City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
 - 8.3 Subpoenas.** If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the

subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

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
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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

For the Contractor:
Rose Horton
Otak, Inc.
805 Broadway Street, Suite 130
Vancouver, WA 98660
Email: rose.horton@otak.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; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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

CONTRACTOR:
Otak, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Below is a list of services broken into four categories. This list is not all-inclusive for projects that Surface Water Management may use consulting services for.

Retrofit Design and Planning

- Obtain and/or perform topographic survey and establish existing site conditions
- Perform site investigations including archaeological surveys, geotechnical work, infiltration testing
- Delineate drainage management basins and catchment areas
- Analyze existing facilities and provide recommendations for improvements and/or upgrades
- Identify potential areas for LID in right of ways and for City-owned properties
- Structural engineering support for repair and rehabilitation projects involving storm pipes, storm structures, storm facilities, and other structures associated with the stormwater or surface water infrastructure
- Provide input on repair and replacement of degraded pipes using trenchless technology. This may include lining, pipe bursting, or other methods to avoid soil disturbance
- Develop and prepare stormwater reports and/or associated hydrologic/hydraulic modeling
- Develop and prepare engineering plans, specifications, engineer's opinion of cost, and related bid documents

Regulatory and Development Review Support

- Prepare and/or assist City with permitting and/or property and easement acquisition
- Provide expertise in geotechnical, hydrogeological, and structural review on development, redevelopment, or regulatory driven sites with non-standard soil conditions
- Attend and facilitate public workshops to keep community members and affected residents informed and solicit input for consideration into project design
- Provide ongoing project-related communications and support by arranging and attending meetings, and providing correspondence as needed and requested

Groundwater Monitoring, Sampling and Support

- Conduct groundwater level monitoring to define hydrogeologic conditions in select areas where shallow depth to groundwater may constrain stormwater infiltration
- With a licensed driller, oversee and direct location and installation of wells and piezometers, conduct water level monitoring, analyze and report findings
- Develop and/or prepare specifications, cost estimates and related bid documents for drilling services
- Collect groundwater samples from wells or surface water and provide laboratory testing based on specific project needs
- Provide technical guidance and oversight for all groundwater monitoring, well installation, well development for water quality sampling, and selection of parameters for analysis

Construction Management

- Construction management services to supplement the City's Construction Services Division when needed for some stormwater capital and state grant-funded projects

- Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

General Design Requirements

All design work and proposal documents shall adhere to the following:

- Washington Department of Ecology's Stormwater Management Manual for Western Washington and approved continuous runoff simulation models (Western Washington Hydrology Model, MGS Flood)
- Washington Department of Archaeology and Historic Preservation requirements for subsurface investigation
- City of Vancouver General Requirements and Standard Details for Design and Construction of Surface Water Systems
- City of Vancouver Utility Amendments to WSDOT Standard Specifications for Water Sewer and Surface Water Construction
- Latest version of WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- City of Vancouver Transportation Standard Details
- Vancouver Municipal Code Chapters 11 - Transportation and 20 - Land Use and Development
- All other applicable Vancouver Municipal Code Sections, specifically Title 14:
 - 14.24 – Erosion Control
 - 14.25 – Stormwater Control; and
 - 14.26 – Water Resources Protection

EXHIBIT "B":
Fee Schedule

Otak, Inc.
Billing Rate Schedule

Discipline/Labor Category	Billing Rate
<u>Engineering</u>	
Sr. PIC/Sr. PM Civil	364.00
PIC/Sr. PM Civil	314.00
Civil Engineer X	244.00
Civil Engineer IX	228.00
Civil Engineer VIII	215.00
Civil Engineer VII	205.00
Civil Engineer VI	185.00
Civil Engineer V	170.00
Civil Engineer IV	159.00
Civil Engineer III	149.00
Civil Engineer II	139.00
Civil Engineer I	129.00
Engineering Designer V	155.00
Engineering Designer IV	140.00
Engineering Designer III	130.00
Engineering Designer II	120.00
Engineering Designer I	110.00
Engineering Tech VII	183.00
Engineering Tech VI	145.00
Engineering Tech V	135.00
Engineering Tech IV	125.00
Engineering Tech III	100.00
Engineering Tech II	90.00
Engineering Tech I	80.00
<u>Science</u>	
PIC/Scientist	253.00
Scientist VI	215.00
Scientist V	185.00
Scientist IV	160.00
Scientist III	140.00
Scientist II	126.00
Scientist I	105.00
Environmental Specialist	153.00
<u>Construction Management & Inspection</u>	

PIC/Sr. CM	244.00
Construction Manager VI	230.00
Construction Manager V	212.00
Construction Manager IV	194.00
Construction Manager III	171.00

Construction Manager II	152.00
Construction Manager I	139.00
Field Representative VII	196.00
Field Representative VI	164.00
Field Representative V	150.00
Field Representative IV	130.00
Field Representative III	118.00
Field Representative II	108.00
Field Representative I	97.00

Survey

Sr. PIC/PLS Sr. Manager	325.00
PIC/PLS Sr. Manager	265.00
Professional Land Surveyor V	245.00
Professional Land Surveyor IV	186.00
Professional Land Surveyor III	176.00
Professional Land Surveyor II	162.00
Professional Land Surveyor I	151.00
Survey Crew Chief III	158.00
Survey Crew Chief II	126.00
Survey Crew Chief I	100.00
Survey Office Technician IV	148.00
Survey Office Technician III	133.00
Survey Office Technician II	112.00
Survey Office Technician I	100.00
Survey Field Technician III	95.00
Survey Field Technician II	88.00
Survey Field Technician I	78.00

Landscape Architecture & Planning

Sr. PIC/Sr. PM LA/Master Plan	330.00
PIC/Sr. PM LA/Master Plan	285.00
Landscape Architect VII	212.00
Landscape Architect VI	182.00
Landscape Architect V	165.00
Landscape Architect IV	154.00
Landscape Architect III	140.00
Landscape Architect II	130.00

Landscape Architect I	118.00
Landscape Technician III	118.00
Landscape Technician II	108.00
Landscape Technician I	90.00
Planner VI	212.00
Planner V	185.00
Planner IV	170.00
Planner III	158.00
Planner II	143.00
Planner I	132.00
Planner Associate IV	127.00
Planner Associate III	117.00
Planner Associate II	102.00
Planner Associate I	85.00
Sr. GIS Specialist - Planner	160.00
GIS Specialist - Planner	125.00

Project Support Services

Graphics Specialist	135.00
Project Coordinator II	155.00
Project Coordinator I	130.00
Project Admin Asst	100.00

Other

Other Direct Costs	At Cost
Subconsultant Administration (On Labor Only)	5.00%

Archaeological Services, LLC. 2025 Hourly Rates

Discipline or Job Title	Hourly Rate			
Principal Investigator	\$202.46			
Professional Archaeologist (Project Manager, Field supervisor, etc.)	\$167.98			
Research Historian/Archaeologist	\$99.88			
Specialist (e.g. cartographer, lithic analyst, Faunal analyst, GIS, etc.)	\$167.98			
Office Coordinator	\$82.43			
Laboratory Coordinator	\$109.88			
Archaeological Technician 1	\$81.17			
Archaeological Technician 2	\$100.34			
Archaeological Technician 3	\$112.93			



2025 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal	\$205 – \$280
Supervising	\$195 – \$235
Managing	\$170 – \$200
Consulting	\$155 – \$185
Project	\$135 – \$170
Staff	\$115 – \$150
Other Services	
GIS/Graphics/Database	\$120 – \$175
Editor/Documents	\$120 – \$145
Administration	\$90 – \$125

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

**Hourly rates are subject to annual increases on the contract anniversary date.*



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102029

ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING SERVICES

This Services Agreement ("Agreement"), effective on September 1, 2025 (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Parametrix, Inc., a 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 qualifications, numbered 36-25 ("Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Aron Rice, by email to aron.rice@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Aron Rice, 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.

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 September 1, 2025, and continues until August 31, 2030. 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 Confidential Information.** Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
 - 8.2 Public Disclosure Compliance.** City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
 - 8.3 Subpoenas.** If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the

subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any 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
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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

For the Contractor:
Clara Olson
Parametrix, Inc.
5 SE MLK Jr Blvd, Suite 400
Portland, OR 97214
Email: colson@parametrix.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; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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

CONTRACTOR:
Parametrix, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Below is a list of services broken into four categories. This list is not all-inclusive for projects that Surface Water Management may use consulting services for.

Retrofit Design and Planning

- Obtain and/or perform topographic survey and establish existing site conditions
- Perform site investigations including archaeological surveys, geotechnical work, infiltration testing
- Delineate drainage management basins and catchment areas
- Analyze existing facilities and provide recommendations for improvements and/or upgrades
- Identify potential areas for LID in right of ways and for city-owned properties
- Structural engineering support for repair and rehabilitation projects involving storm pipes, storm structures, storm facilities, and other structures associated with the stormwater or surface water infrastructure
- Provide input on repair and replacement of degraded pipes using trenchless technology. This may include lining, pipe bursting, or other methods to avoid soil disturbance
- Develop and prepare stormwater reports and/or associated hydrologic/hydraulic modeling
- Develop and prepare engineering plans, specifications, engineer's opinion of cost, and related bid documents

Regulatory and Development Review Support

- Prepare and/or assist City with permitting and/or property and easement acquisition
- Provide expertise in geotechnical, hydrogeological, and structural review on development, redevelopment, or regulatory driven sites with non-standard soil conditions
- Attend and facilitate public workshops to keep community members and affected residents informed and solicit input for consideration into project design
- Provide ongoing project-related communications and support by arranging and attending meetings, and providing correspondence as needed and requested

Groundwater Monitoring, Sampling and Support

- Conduct groundwater level monitoring to define hydrogeologic conditions in select areas where shallow depth to groundwater may constrain stormwater infiltration
- With a licensed driller, oversee and direct location and installation of wells and piezometers, conduct water level monitoring, analyze and report findings
- Develop and/or prepare specifications, cost estimates and related bid documents for drilling services
- Collect groundwater samples from wells or surface water and provide laboratory testing based on specific project needs
- Provide technical guidance and oversight for all groundwater monitoring, well installation, well development for water quality sampling, and selection of parameters for analysis

Construction Management

- Construction management services to supplement the City's Construction Services Division when needed for some stormwater capital and state grant-funded projects

- Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

General Design Requirements

All design work and proposal documents shall adhere to the following:

- Washington Department of Ecology's Stormwater Management Manual for Western Washington and approved continuous runoff simulation models (Western Washington Hydrology Model, MGS Flood)
- Washington Department of Archaeology and Historic Preservation requirements for subsurface investigation
- City of Vancouver General Requirements and Standard Details for Design and Construction of Surface Water Systems
- City of Vancouver Utility Amendments to WSDOT Standard Specifications for Water Sewer and Surface Water Construction
- Latest version of WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- City of Vancouver Transportation Standard Details
- Vancouver Municipal Code Chapters 11 - Transportation and 20 - Land Use and Development
- All other applicable Vancouver Municipal Code Sections, specifically Title 14:
 - 14.24 – Erosion Control
 - 14.25 – Stormwater Control; and
 - 14.26 – Water Resources Protection

EXHIBIT "B":
Fee Schedule

Parametrix Hourly Billing Rates City of Vancouver On-Call Professional Stormwater Retrofit, Design and Planning Services <i>Billing rates are fully loaded with direct salary, overhead and profit.</i> <i>Rate will not exceed specific classification.</i>		
Job Classification	Minimum Billing Rates through 9/30/2026	Maximum Billing Rates through 9/30/2026
Principal/Principal Consultant	\$200	\$325
Senior Consultant	\$178	\$300
Principal Strategic Advisor, Principal Cost Estimator, Principal Risk Manager	\$165	\$362
Senior Strategic Advisor, Senior Cost Estimator, Senior Risk Manager	\$180	\$330
Engineer I, Geologist I, Scientist/Biologist I, Planner I, Cultural Resources Specialist I	\$89	\$180
Engineer II, Geologist II, Scientist/Biologist II, Planner II, Cultural Resources Specialist II	\$89	\$228
Engineer III, Geologist III, Scientist/Biologist III, Planner III, Cultural Resources Specialist III	\$100	\$250
Engineer IV, Geologist IV, Scientist/Biologist IV, Planner IV, Cultural Resources Specialist IV	\$111	\$261
Senior Engineer, Senior Geologist, Senior Scientist/Biologist, Senior Planner, Senior Cultural Resources Specialist	\$133	\$280
GIS Technician, GIS Analyst	\$78	\$183
Senior GIS Analyst	\$89	\$200
CADD Operator I, Designer I, Surveyor I	\$56	\$144
CADD Operator II, Designer II, Surveyor II	\$72	\$172
CADD Operator III, Designer III, Surveyor III	\$89	\$200
CADD Operator IV, Designer IV, Surveyor IV	\$111	\$261
CADD Services Manager, Designer Senior, Surveyor Supervisor	\$111	\$278
Project Accountant, Project Coordinator, Project Controls Analyst/Specialist	\$67	\$172
Senior Project Accountant, Senior Project Coordinator, Senior Project Controls Analyst/Specialist	\$78	\$228
Graphic Designer, Senior Graphic Designer, Technical Editor, Publications Specialist, Publications Supervisor	\$89	\$239
Admin Assistant, Sr Admin Assistant	\$56	\$133



2025 FEE SCHEDULE – PORTLAND OFFICE

Fees for Professional Services

Classification Title	Regular Rate per hour
Officers / Associates	
President / Senior Vice President	\$310.00
Vice President	\$285.00
Senior Associate	\$245.00
Associate	\$230.00
Engineering / Geology / Hydrology / Environmental	
Senior Professional III	\$205.00
Senior Professional II	\$185.00
Senior Professional I	\$170.00
Professional IV	\$150.00
Professional III	\$140.00
Professional II	\$125.00
Professional I	\$115.00
Field and Lab Technician	
Senior Technical Services	\$160.00
Technical Services IV	\$140.00
Technical Services III	\$130.00
Technical Services II	\$120.00
Technical Services I	\$110.00
Drafting and Administrative	
Senior Office Services	\$150.00
Office Services IV	\$130.00
Office Services III	\$120.00
Office Services II	\$110.00
Office Services I	\$110.00
Special Services	
Senior Consultant	<i>as quoted</i>
Consultant	<i>as quoted</i>
Instrumentation Specialist	\$205.00

Expert Testimony

Hourly rates will be doubled for time spent actually providing expert testimony in court or depositions.

Subconsultants, Subcontractors, and Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 5%. Examples include, but are not limited to, expenses for subconsultants and subcontractors, out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, telecommunication charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, laboratory equipment fees, shipping charges, and supplies.

Other Information

- Invoices will be issued monthly. Preparation of invoice backup by client request such as timesheet or receipt copies, field reports, or progress summaries will accrue additional administrative labor cost.
- Specialized field equipment will be charged at daily, weekly, or monthly rental rates in accordance with our established equipment rental rate sheet.
- Laboratory testing will be charged on a unit priced basis in accordance with our established laboratory testing schedule.
- Travel and per diem costs shall be in accordance with published federal rates.
- In-house reproduction costs will be charged at \$0.10 for black and white copies/prints and \$1.00 for color copies/prints. Large format plots will be \$2.00 each.

Any adjustment to rates after 2025 must be negotiated by the Parties and agreed to in writing.

Commonstreet Hourly Billing Rates City of Vancouver On-Call Professional Stormwater Retrofit, Design and Planning Services	
Job Classification	Standard Rate
Principal / Senior Advisor / Program Manager	\$306
Senior Project Manager / Senior Field Manager	\$283
Project Manager / Property Manager / Field Manager	\$188
Senior Right of Way Agent / Senior Property Management Specialist / Senior Outreach and Engagement Specialist	\$155
Right of Way Agent / Property Management Specialist / Outreach and Engagement Specialist	\$125
Senior Project Control Specialist / Senior Right of Way Technician	\$155
Project Control Specialist / Right of Way Technician	\$115



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102033

ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING SERVICES

This Services Agreement ("Agreement"), effective on September 1, 2025 (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Mackay Sposito, LLC, DBA Mackay & Sposito, Inc, a limited liability company 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 qualifications, numbered 36-25 ("Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Aron Rice, by email to aron.rice@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Aron Rice, 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.

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 September 1, 2025, and continues until August 31, 2030. 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 Confidential Information.** Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
 - 8.2 Public Disclosure Compliance.** City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
 - 8.3 Subpoenas.** If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the

subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

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
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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

For the Contractor:
Chad McMurry
Mackay Sposito LLC
18405 SE Mill Plain Blvd, Suite 100
Vancouver, WA 98683
Email: cmcmurry@mackaysposito.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; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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

CONTRACTOR:
Mackay Sposito LLC

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT “A”: Scope of Work

Below is a list of services broken into four categories. This list is not all-inclusive for projects that Surface Water Management may use consulting services for.

Retrofit Design and Planning

- Obtain and/or perform topographic survey and establish existing site conditions
- Perform site investigations including archaeological surveys, geotechnical work, infiltration testing
- Delineate drainage management basins and catchment areas
- Analyze existing facilities and provide recommendations for improvements and/or upgrades
- Identify potential areas for LID in right of ways and for City-owned properties
- Structural engineering support for repair and rehabilitation projects involving storm pipes, storm structures, storm facilities, and other structures associated with the stormwater or surface water infrastructure
- Provide input on repair and replacement of degraded pipes using trenchless technology. This may include lining, pipe bursting, or other methods to avoid soil disturbance
- Develop and prepare stormwater reports and/or associated hydrologic/hydraulic modeling
- Develop and prepare engineering plans, specifications, engineer’s opinion of cost, and related bid documents

Regulatory and Development Review Support

- Prepare and/or assist City with permitting and/or property and easement acquisition
- Provide expertise in geotechnical, hydrogeological, and structural review on development, redevelopment, or regulatory driven sites with non-standard soil conditions
- Attend and facilitate public workshops to keep community members and affected residents informed and solicit input for consideration into project design
- Provide ongoing project-related communications and support by arranging and attending meetings, and providing correspondence as needed and requested

Groundwater Monitoring, Sampling and Support

- Conduct groundwater level monitoring to define hydrogeologic conditions in select areas where shallow depth to groundwater may constrain stormwater infiltration
- With a licensed driller, oversee and direct location and installation of wells and piezometers, conduct water level monitoring, analyze and report findings
- Develop and/or prepare specifications, cost estimates and related bid documents for drilling services
- Collect groundwater samples from wells or surface water and provide laboratory testing based on specific project needs
- Provide technical guidance and oversight for all groundwater monitoring, well installation, well development for water quality sampling, and selection of parameters for analysis

Construction Management

- Construction management services to supplement the City’s Construction Services Division when needed for some stormwater capital and state grant-funded projects
- Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

General Design Requirements

All design work and proposal documents shall adhere to the following:

- Washington Department of Ecology's Stormwater Management Manual for Western Washington and approved continuous runoff simulation models (Western Washington Hydrology Model, MGS Flood)
- Washington Department of Archaeology and Historic Preservation requirements for subsurface investigation
- City of Vancouver General Requirements and Standard Details for Design and Construction of Surface Water Systems
- City of Vancouver Utility Amendments to WSDOT Standard Specifications for Water Sewer and Surface Water Construction
- Latest version of WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- City of Vancouver Transportation Standard Details
- Vancouver Municipal Code Chapters 11 - Transportation and 20 - Land Use and Development
- All other applicable Vancouver Municipal Code Sections, specifically Title 14:
 - 14.24 – Erosion Control
 - 14.25 – Stormwater Control; and
 - 14.26 – Water Resources Protection

EXHIBIT "B":
Fee Schedule
MackKay Sposito 2025 HOURLY RATE SCHEDULE
Southern Washington

<u>Title</u>	<u>Regular</u>	<u>Title</u>	<u>Regular</u>
Senior Principal	\$362.00	Survey Manager	\$230.00
Principal	\$296.00	Project Manager - Survey	\$212.00
Engineering Manager	\$260.00	Land Surveyor IV	\$196.00
Project Manager - Civil	\$230.00	Land Surveyor III	\$182.00
Project Engineer	\$212.00	Land Surveyor II	\$168.00
Engineer IV	\$194.00	Land Surveyor I	\$154.00
Engineer III	\$176.00	Survey Technician IV	\$152.00
Engineer II	\$160.00	Survey Technician III	\$138.00
Engineer I	\$144.00	Survey Technician II	\$124.00
Design Technician IV	\$168.00	Survey Technician I	\$110.00
Design Technician III	\$154.00	Survey Aid	\$96.00
Design Technician II	\$140.00	Chief of Parties	\$182.00
Design Technician I	\$124.00	Senior Party Chief	\$172.00
Landscape Manager	\$220.00	Senior Party Chief - Out of Town	\$178.00
Project Manager - Landscape	\$188.00	Survey Party Chief	\$164.00
Landscape Architect II	\$168.00	Survey Party Chief - Out of Town	\$170.00
Landscape Architect I	\$148.00	Senior Instrument Person	\$126.00
Landscape Designer IV	\$152.00	Senior Instrument Person - Out of Town	\$132.00
Landscape Designer III	\$138.00	Survey Instrument Person	\$116.00
Landscape Designer II	\$128.00	Survey Instrument Person - Out of Town	\$122.00
Landscape Designer I	\$116.00	UAV Pilot	\$168.00
Land Development Manager	\$264.00	GIS Mapping Specialist II	\$172.00
Planning Manager	\$240.00	GIS Mapping Specialist I	\$164.00
Project Manager - Planning	\$216.00	Stormwater Analyst	\$152.00
Senior Planner	\$192.00	Project Controls Manager	\$256.00
Planner IV	\$184.00	Contract Administrator	\$192.00
Planner III	\$176.00	Project Coordinator II	\$152.00
Planner II	\$160.00	Project Coordinator I	\$138.00
Planner I	\$144.00	Accounting Manager	\$226.00
Planning Technician	\$132.00	Project Accountant	\$156.00
Land Development Assistant	\$120.00	Administrative Manager	\$156.00
Environmental Manager II	\$206.00	Administrative Assistant	\$120.00
Environmental Manager I	\$182.00	Clerical	\$100.00
Natural Resource Specialist IV	\$164.00		
Natural Resource Specialist III	\$150.00		
Natural Resource Specialist II	\$132.00		
Natural Resource Specialist I	\$122.00		

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. Any adjustments to rates after 2025 must be negotiated by the Parties and agreed to in writing. Sub-Consultants costs will be on actual cost plus 10% to compensate MackKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

Archaeological Services, LLC. 2025 Hourly Rates

Discipline or Job Title	Hourly Rate			
Principal Investigator	\$202.46			
Professional Archaeologist (Project Manager, Field supervisor, etc.)	\$167.98			
Research Historian/Archaeologist	\$99.88			
Specialist (e.g. cartographer, lithic analyst, Faunal analyst, GIS, etc.)	\$167.98			
Office Coordinator	\$82.43			
Laboratory Coordinator	\$109.88			
Archaeological Technician 1	\$81.17			
Archaeological Technician 2	\$100.34			
Archaeological Technician 3	\$112.93			

GeoEngineers Schedule of Charges – 2025

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	138/hour
Staff 1 Engineer	\$	146/hour
Staff 2 Scientist	\$	155/hour
Staff 2 Engineer	\$	164/hour
Staff 3 Scientist	\$	173/hour
Staff 3 Engineer	\$	184/hour
Project Scientist 1	\$	205/hour
Project Engineer 1	\$	212/hour
Project Scientist 2	\$	212/hour
Project Engineer 2	\$	215/hour
Senior Scientist 1	\$	223/hour
Senior Engineer 1	\$	228/hour
Senior Scientist 2	\$	244/hour
Senior Engineer 2	\$	248/hour
Associate	\$	274/hour
Principal	\$	295/hour
Senior Principal	\$	305/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	90/hour
Administrator 2	\$	100/hour
Administrator 3	\$	115/hour
CAD Technician	\$	120/hour
CAD Designer	\$	140/hour
Senior CAD Designer	\$	164/hour
GIS Analyst	\$	172/hour
Senior GIS Analyst	\$	187/hour
GIS Coordinator	\$	208/hour
*Technician	\$	113/hour
*Senior Technician	\$	121/hour
*Lead Technician	\$	128/hour
Geotechnical Construction Specialist	\$	170/hour
Environmental Database Manager	\$	212/hour
Health and Safety Specialist	\$	135/hour
Health and Safety Manager	\$	177/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

EQUIPMENT		
Air Quality Equipment, per day	\$	210.00
Air Sparging Field Test, per day	\$	500.00
Asbestos Sample Kit, per day	\$	35.00
Blastmate, per day/per week	\$	120.00/500.00
Crack Gauges, per gauge	\$	50.00
D&M Sampler, per day (1 day min.)	\$	150.00
Dive Boat (plus fuel), per day	\$	800.00
Electrical Tape, per day	\$	35.00
Environmental Exploration Equipment, per day	\$	210.00
Field Data Acquisition Equipment (Field Tablet), per day	\$	55.00
Flow Meter, per day	\$	60.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	180.00
Groundwater Development and Sampling Pump, per day (1 day min.)	\$	205.00
Groundwater Pressure Transducer with Datalogger, per day /per week	\$	55.00/220.00
GPS Unit – Professional Grade, per day	\$	125.00
Hand Auger, per day	\$	20.00
Hydro Multi Probe, per day	\$	130.00
Inclinometer, per day (1 day min.)	\$	210.00
Interface Probe, per day	\$	65.00
Nuclear Density Gauge, \$80/day, or \$40/half-day	\$	80.00/40.00
Peristaltic Pump, per day	\$	60.00
pH Probe/Meter, per day	\$	20.00
PID, FID or OVA, per day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per day	\$	700.00
Saximeter, per day	\$	60.00
Scuba Diving, per day/per diver	\$	700.00
Single Channel Data Logger w/Transducer, per day	\$	110.00
Strain Gauge Readout Equipment, per day	\$	45.00
Tedlar Bags & Air Sampling Equipment, per sample	\$	25.00
Turbidity Testing Equipment, per day	\$	50.00
Vapor Extraction Field Test, per day	\$	510.00
Vehicle usage, per mile, or \$50/half-day, whichever is greater	\$	0.70
Water Quality Equipment, per day	\$	150.00

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request. In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

Any adjustments to rates after 2025 must be negotiated by the Parties and agreed to in writing.



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102026

ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING SERVICES

This Services Agreement ("Agreement"), effective September 1, 2025 (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and HDR Engineering, Inc., a corporation organized under the laws of the State of Nebraska ("Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 36-25 ("Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion, provided that such acceptance will not be unreasonably withheld or delayed.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Aron Rice, by email to aron.rice@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Aron Rice, 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.

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 September 1, 2025 and continues until August 31, 2030. 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, Contractor will coordinate internally and with partnered firms contracted 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. Any modification or reuse of the Deliverables by City for purposes other than those intended by this Agreement shall be at the City's sole risk and without liability to Contractor.
- 7. AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.
- 8. PUBLIC DISCLOSURE COMPLIANCE:** Records relating to Agreement are subject to the following:
 - 8.1 Confidential Information.** Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
 - 8.2 Public Disclosure Compliance.** City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
 - 8.3 Subpoenas.** If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time

for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed in accordance with the requirements of this Agreement. City will provide Contractor a cure period and if Contractor fails to cure within such reasonable period after receipt of written notice of breach, then City may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

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 to the extent caused by (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.

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 or otherwise at fault, then Contractor will be required to indemnify City only to the extent of Contractor's negligence or fault 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
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the Contractor's negligent performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger – Except for Professional Liability, Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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) (CRRRA). 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:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995

For the Contractor:
John Megrditchian
HDR Engineering, Inc.
700 Washington Street, Suite 405
Vancouver, WA 98660

Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

Email: john.megrditchian@hdrinc.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; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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

CONTRACTOR:
HDR Engineering, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT “A”: Scope of Work

Below is a list of services broken into four categories. This list is not all-inclusive for projects that Surface Water Management may use consulting services for.

Retrofit Design and Planning

- Obtain and/or perform topographic survey and establish existing site conditions
- Perform site investigations including archaeological surveys, geotechnical work, infiltration testing
- Delineate drainage management basins and catchment areas
- Analyze existing facilities and provide recommendations for improvements and/or upgrades
- Identify potential areas for LID in right of ways and for City-owned properties
- Structural engineering support for repair and rehabilitation projects involving storm pipes, storm structures, storm facilities, and other structures associated with the stormwater or surface water infrastructure
- Provide input on repair and replacement of degraded pipes using trenchless technology. This may include lining, pipe bursting, or other methods to avoid soil disturbance
- Develop and prepare stormwater reports and/or associated hydrologic/hydraulic modeling
- Develop and prepare engineering plans, specifications, engineer’s opinion of cost, and related bid documents

Regulatory and Development Review Support

- Prepare and/or assist City with permitting and/or property and easement acquisition
- Provide expertise in geotechnical, hydrogeological, and structural review on development, redevelopment, or regulatory driven sites with non-standard soil conditions
- Attend and facilitate public workshops to keep community members and affected residents informed and solicit input for consideration into project design
- Provide ongoing project-related communications and support by arranging and attending meetings, and providing correspondence as needed and requested

Groundwater Monitoring, Sampling and Support

- Conduct groundwater level monitoring to define hydrogeologic conditions in select areas where shallow depth to groundwater may constrain stormwater infiltration
- With a licensed driller, oversee and direct location and installation of wells and piezometers, conduct water level monitoring, analyze and report findings
- Develop and/or prepare specifications, cost estimates and related bid documents for drilling services
- Collect groundwater samples from wells or surface water and provide laboratory testing based on specific project needs
- Provide technical guidance and oversight for all groundwater monitoring, well installation, well development for water quality sampling, and selection of parameters for analysis

Construction Management

- Construction management services to supplement the City’s Construction Services Division when needed for some stormwater capital and state grant-funded projects
- Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

General Design Requirements

All design work and proposal documents shall adhere to the following:

- Washington Department of Ecology’s Stormwater Management Manual for Western Washington and approved continuous runoff simulation models (Western Washington Hydrology Model, MGS Flood)

- Washington Department of Archaeology and Historic Preservation requirements for subsurface investigation
- City of Vancouver General Requirements and Standard Details for Design and Construction of Surface Water Systems
- City of Vancouver Utility Amendments to WSDOT Standard Specifications for Water Sewer and Surface Water Construction
- Latest version of WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- City of Vancouver Transportation Standard Details
- Vancouver Municipal Code Chapters 11 - Transportation and 20 - Land Use and Development
- All other applicable Vancouver Municipal Code Sections, specifically Title 14:
 - 14.24 – Erosion Control
 - 14.25 – Stormwater Control; and
 - 14.26 – Water Resources Protection

EXHIBIT "B":**Fee Schedule**

Rates effective through December 31, 2025

HDR Engineering

Category	2025 Billing Rates
Principal In Charge	\$332.31
Consultant	\$300.01
Sr. Project Manager	\$294.01
Project Manager	\$240.93
Technical Advisor I	\$338.08
Engineer V	\$309.24
Engineer IV	\$260.77
Engineer III	\$237.70
Engineer II	\$196.16
Engineer I	\$166.16
EIT III	\$144.23
EIT II	\$132.70
EIT I	\$121.16
Planner/Scientist IV	\$213.47
Planner/Scientist III	\$190.39
Planner/Scientist II	\$160.39
Planner/Scientist I	\$130.39
Project Technician IV	\$196.16
Project Technician III	\$178.93
Project Technician II	\$137.31
Project Technician I	\$101.54

Notes: Any adjustment to rates after 2025 must be negotiated by the Parties and agreed to in writing.**Expenses**

Mileage	At IRS Rate
Other Direct Cost	Cost plus 5%
Subconsultants	5% Markup

Northwest Surveying

Category	2025 Billing Rates
Professional Surveyor	\$145.00
Survey Crew	\$200.00
Survey Crew - 3 Man	\$225.00
Survey Technician	\$110.00
Clerical	\$70.00

Expenses

Mileage At IRS Rate
 Commerical Copies At Cost

Haley Aldrich

Category	2025 Billing Rates
Project Support	\$122.00
Technician	\$125.00
Project Technician	\$135.00
Senior Technician	\$145.00
Project Controls	\$147.00
Staff Professional 1	\$158.00
Staff Professional 2	\$177.00
Project Professional	\$197.00
Technical Specialist	\$205.00
Project Manager / Sr Tech Specialist	\$225.00
Sr Project Manager / Tech Expert	\$265.00
Program Manager / Sr Tech Expert	\$339.00
Principal	\$360.00
Senior Principal	\$395.00

Expenses

At Cost



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102030

ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING SERVICES

This Services Agreement ("Agreement"), effective on September 1, 2025 (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Harper Houf Peterson Righellis, Inc a corporation organized under the laws of the State of Oregon ("Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 36-25 ("Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Aron Rice, by email to aron.rice@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Aron Rice, 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.

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 September 1, 2025 and continues until August 31, 2030. 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 Confidential Information.** Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
 - 8.2 Public Disclosure Compliance.** City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
 - 8.3 Subpoenas.** If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the

subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

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
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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

For the Contractor:
Bruce Haunreiter
Harper Houf Peterson Righellis, Inc.
1220 Main Street, Suite 150
Vancouver, WA 98660
Email: bruce@hhpr.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; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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

CONTRACTOR:
Harper Houf Peterson Righellis, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Below is a list of services broken into four categories. This list is not all-inclusive for projects that Surface Water Management may use consulting services for.

Retrofit Design and Planning

- Obtain and/or perform topographic survey and establish existing site conditions
- Perform site investigations including archaeological surveys, geotechnical work, infiltration testing
- Delineate drainage management basins and catchment areas
- Analyze existing facilities and provide recommendations for improvements and/or upgrades
- Identify potential areas for LID in right of ways and for City-owned properties
- Structural engineering support for repair and rehabilitation projects involving storm pipes, storm structures, storm facilities, and other structures associated with the stormwater or surface water infrastructure
- Provide input on repair and replacement of degraded pipes using trenchless technology. This may include lining, pipe bursting, or other methods to avoid soil disturbance
- Develop and prepare stormwater reports and/or associated hydrologic/hydraulic modeling
- Develop and prepare engineering plans, specifications, engineer's opinion of cost, and related bid documents

Regulatory and Development Review Support

- Prepare and/or assist City with permitting and/or property and easement acquisition
- Provide expertise in geotechnical, hydrogeological, and structural review on development, redevelopment, or regulatory driven sites with non-standard soil conditions
- Attend and facilitate public workshops to keep community members and affected residents informed and solicit input for consideration into project design
- Provide ongoing project-related communications and support by arranging and attending meetings, and providing correspondence as needed and requested

Groundwater Monitoring, Sampling and Support

- Conduct groundwater level monitoring to define hydrogeologic conditions in select areas where shallow depth to groundwater may constrain stormwater infiltration
- With a licensed driller, oversee and direct location and installation of wells and piezometers, conduct water level monitoring, analyze and report findings
- Develop and/or prepare specifications, cost estimates and related bid documents for drilling services
- Collect groundwater samples from wells or surface water and provide laboratory testing based on specific project needs
- Provide technical guidance and oversight for all groundwater monitoring, well installation, well development for water quality sampling, and selection of parameters for analysis

Construction Management

- Construction management services to supplement the City's Construction Services Division when needed for some stormwater capital and state grant-funded projects

- Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

General Design Requirements

All design work and proposal documents shall adhere to the following:

- Washington Department of Ecology's Stormwater Management Manual for Western Washington and approved continuous runoff simulation models (Western Washington Hydrology Model, MGS Flood)
- Washington Department of Archaeology and Historic Preservation requirements for subsurface investigation
- City of Vancouver General Requirements and Standard Details for Design and Construction of Surface Water Systems
- City of Vancouver Utility Amendments to WSDOT Standard Specifications for Water Sewer and Surface Water Construction
- Latest version of WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- City of Vancouver Transportation Standard Details
- Vancouver Municipal Code Chapters 11 - Transportation and 20 - Land Use and Development
- All other applicable Vancouver Municipal Code Sections, specifically Title 14:
 - 14.24 – Erosion Control
 - 14.25 – Stormwater Control; and
 - 14.26 – Water Resources Protection

EXHIBIT "B":
Fee Schedule
Harper Houf Peterson Righellis Inc.
Standard Billing Rates

Classification	2025 Rate	
Senior Principal	\$	290.00 /Hr.
Structural Manager	\$	235.00 /Hr.
Project Manager	\$	255.00 /Hr.
Project Engineer	\$	240.00 /Hr.
Construction Manager	\$	240.00 /Hr.
Senior Scientist	\$	200.00 /Hr.
Civil Engineer	\$	200.00 /Hr.
Civil Engineer / Sr. Structural	\$	200.00 /Hr.
Structural Engineer	\$	200.00 /Hr.
Senior Planner	\$	200.00 /Hr.
Senior Landscape Architect	\$	190.00 /Hr.
Landscape Architect	\$	175.00 /Hr.
Quality Control Engineer	\$	255.00 /Hr.
Senior Civil Designer	\$	185.00 /Hr.
Civil Engineer / Structural	\$	175.00 /Hr.
Planner	\$	170.00 /Hr.
Public Involvement Specialist	\$	170.00 /Hr.
Civil Designer	\$	165.00 /Hr.
Structural Designer	\$	165.00 /Hr.
Inspector	\$	145.00 /Hr.
BIM Specialist	\$	175.00 /Hr.
Landscape Designer	\$	155.00 /Hr.
Scientist	\$	160.00 /Hr.
Natural Resources Technician	\$	120.00 /Hr.
Assistant Planner	\$	135.00 /Hr.
CAD Technician	\$	145.00 /Hr.
CAD Technician II	\$	120.00 /Hr.
Survey Manager	\$	225.00 /Hr.
Survey Operations Manager	\$	215.00 /Hr.
Project Surveyor	\$	220.00 /Hr.
Survey Technician	\$	170.00 /Hr.
Survey Crew (Crew Chief)	\$	165.00 /Hr.
Survey Crew (Instrument Person)	\$	110.00 /Hr.
Project Coordinator	\$	175.00 /Hr.
Senior Clerical	\$	175.00 /Hr.
Graphics Artist	\$	170.00 /Hr.
Clerical	\$	125.00 /Hr.

Expenses

Mileage - IRS Rate \$ 0.700 /Mi.

Reimbursables At Cost With 5% Mark-Up

Sub-Consultants At Cost With 5% Mark-Up

Archaeological Services, LLC. 2025

Discipline or Job Title	Hourly Rate
Principal Investigator	\$202.46
Professional Archaeologist (Project Manager, Field supervisor, etc.)	\$167.98
Research Historian/Archaeologist	\$99.88
Specialist (e.g. cartographer, lithic analyst, Faunal analyst, GIS, etc.)	\$167.98
Office Coordinator	\$82.43
Laboratory Coordinator	\$109.88
Archaeological Technician 1	\$81.17
Archaeological Technician 2	\$100.34
Archaeological Technician 3	\$112.93

SCHEDULE OF FEES

GEOTECHNICAL AND ENVIRONMENTAL SERVICES

➤ Personnel	Rate	Personnel	Rate
Principal Engineer	\$250	Senior Engineering Technician	\$110
Associate Engineer	\$225	Engineering Technician	\$100
Senior Project Engineer/Geologist	\$215	Laboratory Manager	\$145
Project Engineer/Geologist II	\$190	Laboratory Technician	\$80
Project Engineer/Geologist I	\$170	Senior Technical Editor	\$100
Senior Staff Engineer/Geologist	\$150	Technical Editor	\$90
Staff Engineer/Geologist II	\$140	Administrative Assistant	\$80
Staff Engineer/Geologist I	\$135	Administrative Services	varies

SPECIAL INSPECTION SERVICES

➤ Services	Unit	Rate
Special Inspection (masonry, reinforced concrete, shotcrete)	hourly	\$95
Special Inspection (proprietary anchors, lateral wood, cold-formed steel)	hourly	\$95
Special Inspection (fireproofing, firestopping)	hourly	\$95
Special Inspection (post-tensioned concrete, floor flatness)	hourly	\$105
Special Inspection (structural steel, bolting, welding)	hourly	\$105
Non-Destructive Testing Inspector	hourly	\$110
Project Manager	hourly	\$145
Administrative Services		varies

MATERIALS TESTING SERVICES

➤ Soils and Aggregate	Unit	Rate
Atterberg Limits	each	\$195
California Bearing Ratio	each	\$500
Clay Lumps and Friable Particles	each	\$135
Direct Shear, One-Point	each	\$315
Direct Shear, Three-Point	each	\$605
Flat and Elongated Particles	each	\$155
Fractured Face Determination	each	\$80
Hydrometer Analysis	each	\$165
Los Angeles Abrasion	each	\$370
Moisture Content	each	\$40
One-Dimensional Consolidation	each	\$575
Organic Content	each	\$110
Percent Passing No. 200 Sieve by Washing	each	\$110
Permeability (constant head)	each	\$430

Permeability (falling head)	each	\$380
pH (soil)	each	\$90
Proctor Moisture-Density	each	\$300
Sand Equivalent	each	\$145
Sieve Analysis, < ¾-Inch Maximum Particle Size	each	\$155
Sieve Analysis, ¾- to 3-Inch Maximum Particle Size	each	\$205
Sieve Analysis, > 3-Inch Maximum Particle Size	each	\$395
Soil Classification	each	\$40
Soil Resistivity	each	\$255
Soundness of Aggregate	each	\$525
Specific Gravity of Coarse Aggregate	each	\$110
Specific Gravity of Fine Aggregate	each	\$160
Uncompacted Void Content	each	\$175

Unconfined Compression	each	\$180
Unit Weight of Aggregate	each	\$145
Unit Weight of Soil	each	\$55
➤ Treated Soils	Unit	Rate
California Bearing Ratio (7-day cure)	each	\$660
Compressive Strength Test	each	\$160
Proctor Moisture-Density	each	\$345
➤ Portland Cement Concrete/Masonry/Rock/PPC/SFRM	Unit	Rate
Compressive Strength Test – CMU Prism	each	\$160
Compressive Strength Test – Grout Prism	each	\$65
Concrete Core Absorption	each	\$125
Concrete Cylinder/Masonry Cylinder/2-Inch Cube Compressive Strength	each	\$40
Core Compressive Strength (peak strength only)	each	\$80
Core Unconfined Compressive Strength (stress-strain relationship)	each	\$240
Field-Prepared CDF/CDSM/CLSM Cylinder Compressive Strength	each	\$65
Flexural Strength (concrete beam)	each	\$125
Masonry Unit Absorption, Density, Net Area	each	\$145
Masonry Unit Compressive Strength Test	each	\$115
Modulus of Elasticity	each	\$105
Spray-Applied Fire-Resistive Materials Density Test	each	\$110
Wall/Paver Unit Absorption and Density (coupon)	each	\$65
Wall/Paver Unit Compressive Strength Test (coupon)	each	\$65
➤ Asphalt Concrete	Unit	Rate
Core Density and Thickness	each	\$80
Moisture Content of Bituminous Mixtures	each	\$40
Oil Content and Gradation – Ignition	each	\$260
Oil Content Furnace Calibration – Ignition	each	\$430
Rice Density	each	\$160

RESOURCES AND EQUIPMENT	Unit	Rate
Anchor Proof Loading Hydraulic Ram and Deflection Gauges	daily	\$315

Anemometer	daily	\$40
Anemometer	weekly	\$80
Bailer, Disposable Water	each	\$15
Bladder Pump	daily	\$80
Bladder Pump	weekly	\$160
Bond Tester	daily	\$160
Calcium Chloride/RH Moisture Probe	each	\$90
Cement Amendment Kit	daily	\$40
Concrete Slump and Air Entrainment Meter	daily	\$75
Concrete Strength-Maturity Electronic Meter	daily	\$105
Core Bit Wear	per core	\$35
Core Drill Equipment	daily	\$315
Dames & Moore Sampler	daily	\$25
Data Logger	daily	\$10
Data Logger	weekly	\$50
Data Logger	monthly	\$105
Data Recorder	daily	\$10
Dynamic Cone Penetrometer	daily	\$125
Environmental Sample Kit	daily	\$50
Environmental Sample Kit	weekly	\$200
Field Filter	each	\$25
Field Torvane/Penetrometer	daily	\$70
Floor Flatness Meter	daily	\$265

Gas Monitor	daily	\$300
Gas Monitor	weekly	\$700
Generator	daily	\$60
Generator	weekly	\$200
Hand Auger	daily	\$55
Magnetic Particle Equipment	each	\$80
Nuclear Densometer	daily	\$75
Per Diem	daily	\$315
Peristaltic Pump	daily	\$50
Peristaltic Pump	weekly	\$200
PFAS-Free Bladder Pump	daily	\$100
PFAS-Free Bladder Pump	weekly	\$180
pH Meter	daily	\$15
pH Meter	weekly	\$60
Photoionization Detector (PID), 10.6-eV	daily	\$140
Photoionization Detector (PID), 10.6-eV	weekly	\$370
Photoionization Detector (PID), 11.7-eV	daily	\$160
Photoionization Detector (PID), 11.7-eV	weekly	\$390
Refraction Microtremor (ReMi) Equipment and Software	half day	\$800
Refraction Microtremor (ReMi) Equipment and Software	daily	\$1,200
Rotohammer	daily	\$80
Rotohammer	weekly	\$320
Sample Tubing – Polyethylene (per foot)	each	\$0.75
Sample Tubing – Silicone (per foot)	each	\$2
Shelby Tube	each	\$40

Skidmore Wilhelm – Bolt Calibrator	daily	\$95
Slope Inclinator	daily	\$275
Soil Gas Sampling Equipment	daily	\$400
Soil Gas Sampling Equipment	weekly	\$1,400
Strength-Maturity/Ambient Environment Sensors	each	\$315
Sub-Meter Accuracy GPS	daily	\$75
Summa Canister - Additional	weekly	\$120
Summa Sampling Kit	weekly	\$40
Turbidimeter	daily	\$100
Turbidimeter	weekly	\$240
Ultra-Sonic Meter	daily	\$80
Vibrating Wire Piezometer	each	\$660
Water Level Meter	daily	\$55
YSI Water Quality Meter	daily	\$80
YSI Water Quality Meter	weekly	\$320
Zip Level	daily	\$55
Outside Services	each	cost + 20%
Vehicle Fee	daily	\$75
Mileage (outside of service area)	mile	\$1.20

Personnel rates are portal to portal. All requested geotechnical observations, inspections, and testing require 24 hours' notice and have a 3-hour minimum charge. Hours in excess of eight per day, work on weekends, night work between the hours of 8 PM and 5 AM, and same-day service requests will be invoiced at 1.5 times the quoted rate. Work on holidays will be invoiced at 2 times the quoted rate. Laboratory testing requests with turnaround less than two days will be invoiced at 1.5 times the indicated rate. Laboratory rates do not include pick up or delivery to Columbia West's laboratory. (3-20-010125



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102031

ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING SERVICES

This Services Agreement ("Agreement"), effective on September 1, 2025 (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Brown and Caldwell, a corporation organized under the laws of the State of California ("Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 36-25 ("Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Aron Rice, by email to aron.rice@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Aron Rice, 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.

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 September 1, 2025, and continues until August 31, 2030. 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 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the

subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

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 reasonable attorney's fees and consulting fees arising from (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
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's Commercial General Liability insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement – For policies in I, II and IV above, The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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) (CRRRA). 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:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995

For the Contractor:
Angela Wieland
Brown and Caldwell
6500 S Macadam Ave, Suite 200
Portland, OR 97213

Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

Email: Awieland@brwncaled.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; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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

CONTRACTOR:
Brown and Caldwell

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

**EXHIBIT "A":
Scope of Work**

Below is a list of services broken into four categories. This list is not all-inclusive for projects that Surface Water Management may use consulting services for.

Retrofit Design and Planning

- Obtain and/or perform topographic survey and establish existing site conditions
- Perform site investigations including archaeological surveys, geotechnical work, infiltration testing
- Delineate drainage management basins and catchment areas
- Analyze existing facilities and provide recommendations for improvements and/or upgrades
- Identify potential areas for LID in right of ways and for City-owned properties
- Structural engineering support for repair and rehabilitation projects involving storm pipes, storm structures, storm facilities, and other structures associated with the stormwater or surface water infrastructure
- Provide input on repair and replacement of degraded pipes using trenchless technology. This may include lining, pipe bursting, or other methods to avoid soil disturbance
- Develop and prepare stormwater reports and/or associated hydrologic/hydraulic modeling
- Develop and prepare engineering plans, specifications, engineer's opinion of cost, and related bid documents

Regulatory and Development Review Support

- Prepare and/or assist City with permitting and/or property and easement acquisition
- Provide expertise in geotechnical, hydrogeological, and structural review on development, redevelopment, or regulatory driven sites with non-standard soil conditions
- Attend and facilitate public workshops to keep community members and affected residents informed and solicit input for consideration into project design
- Provide ongoing project-related communications and support by arranging and attending meetings, and providing correspondence as needed and requested

Groundwater Monitoring, Sampling and Support

- Conduct groundwater level monitoring to define hydrogeologic conditions in select areas where shallow depth to groundwater may constrain stormwater infiltration
- With a licensed driller, oversee and direct location and installation of wells and piezometers, conduct water level monitoring, analyze and report findings
- Develop and/or prepare specifications, cost estimates and related bid documents for drilling services
- Collect groundwater samples from wells or surface water and provide laboratory testing based on specific project needs
- Provide technical guidance and oversight for all groundwater monitoring, well installation, well development for water quality sampling, and selection of parameters for analysis

Construction Management

- Construction management services to supplement the City's Construction Services Division when needed for some stormwater capital and state grant-funded projects
- Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

General Design Requirements

All design work and proposal documents shall adhere to the following:

- Washington Department of Ecology's Stormwater Management Manual for Western Washington and approved continuous runoff simulation models (Western Washington Hydrology Model, MGS Flood)
- Washington Department of Archaeology and Historic Preservation requirements for subsurface investigation
- City of Vancouver General Requirements and Standard Details for Design and Construction of Surface Water Systems

- City of Vancouver Utility Amendments to WSDOT Standard Specifications for Water Sewer and Surface Water Construction
- Latest version of WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- City of Vancouver Transportation Standard Details
- Vancouver Municipal Code Chapters 11 - Transportation and 20 - Land Use and Development
- All other applicable Vancouver Municipal Code Sections, specifically Title 14:
 - 14.24 – Erosion Control
 - 14.25 – Stormwater Control; and
 - 14.26 – Water Resources Protection

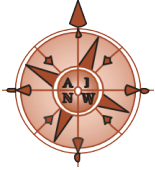
**EXHIBIT "B":
Fee Schedule**

**Brown and Caldwell Schedule of Hourly Rates City of
Vancouver, WA**

Classifications				2025-26
Grade	Engineering	Technical/Scientific	Administrative	Rates
A		Technician	Office/Support Services I	\$82
B	Intern I Drafter Trainee	Field Service Technician I	Office/Support Services II Project Aide Word Processor I	\$90
C	Intern II Assistant Drafter	Field Service Technician II Engineer/Operations Tech I	Office/Support Services III Sr. Project Aide Word Processor II	\$102
D	Drafter Engineering Aide Inspection Aide	Engineer/Operations Tech I Field Service Technician III	Graphic Designer, Jr. Accountant I Office/Support Services IV Project Analyst I Project Coordinator I Word Processor III	\$118
E	Assistant Designer Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/ Hydrogeologist I Scientist I Senior Field Service Technician Engineer/Operations Tech II Inspector I	Payroll Specialist Admin Coordinator Accountant II Project Analyst II Project Coordinator II Word Processor IV Technical Editor	\$140
F	Graphic Designer Designer Engineer II Inspector II Lead Drafter Lead Illustrator Design Manager	Engineer/Operations Tech III Business Consultant II Geologist/ Hydrogeologist II Scientist II Comp Analyst/Programmer I GIS Specialist II Inspector II	Accountant III Administrative Supervisor Area Business Operations Mgr. Business Consultant II Project Analyst III Sr Project Coordinator Sr Health & Safety Specialist Technical Writer Word Processing Supervisor	\$162
G	Sr Engineer/Operations Tech Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator Graphic Design Manager	IT Analyst/Developer - Ex Geologist/ Hydrogeologist III Scientist III Comp Analyst/Program II - Ex Construction Services III	Area Bus Ops Mgr II Executive Support Services III Health & Safety Risk Mgr I Accountant IV Administrative Manager Business Consultant III Project Specialist Graphic Design Manager PA Manager I	\$188
H	Senior Construction Services Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer Sr Operations Tech	Principal Designer RISSM I - Ex Senior Geologist/ Hydrogeologist Senior Scientist	Area Bus Ops Mgr III Communications Manager Creative Services Manager Project Control Manager Risk Analyst Senior Business Consultant Health & Safety Risk Manager II Senior Technical Writer	\$211
I	Principal Engineer Principal Construction Engr Supervising Designer	Sr IT Analyst/Developer - Ex IS Project Manager Senior Business Analyst Principal Geologist Principal Hydrogeologist Principal Scientist	Health & Safety Risk Mgr III Corp. Contract Administrator	\$243
J	Senior Web Analyst - Ex Senior IT Project Manager/Supervising Constr. Engineer Supervising Engineer	RISSM II Supervising Business Consultant Supervising Scientist Supervising Geologist Supervising Hydrogeologist	Product Manager II Corp Risk Manager Construction Manager Client & Bus. Developer Assistant Controller	\$284
K	Managing Engineer	Managing Business Consultant Managing Geologist Managing Hydrogeologist Managing Scientist	IS Product Manager II Area Bus Ops Mgr. IV	\$343
L-N	Senior Database Architect Chief Engineer Executive Engineer Vice President Senior Vice President	Chief Scientist Chief Geologist Chief Hydrogeologist	Chief Business Consultant Senior Client & Bus. Developer Corp. Marketing Comm. Mgr.	\$358

1. Rates valid for one year following execution.
2. Any adjustments to rates after 2025 must be negotiated by the Parties and agreed to in writing.
3. Miscellaneous project expenses (CAD computers and printers, software licenses, color graphics, internal copying, printing, etc.) are included in the hourly rates and not billed separately.
4. Mileage costs are invoiced using then current IRS standard mileage rate.
5. Subconsultant work will include a 5% markup.

Commented [MW1]: Increase will be negotiated and confirmed with an amendment. This has been added to the subs rates as well.



Archaeological Investigations Northwest, Inc.

3510 N.E. 122nd Ave. • Portland, Oregon 97230

Vancouver Phone (360) 696-7473

Phone (503) 761-6605 • Fax (503) 761-6620

E-mail: ainw@ainw.com

Web: www.ainw.com

Date: July 18, 2025

From: Jo Reese, President

Re: AINW Billing Rates for 2025 through August 2026

The following represents AINW's billing rates for the 2025 calendar year, and through August 2026 for the City of Vancouver. Any adjustments to rates after 2025 must be negotiated by the Parties and agreed to in writing.

LABOR RATES	Effective 2025
• Senior PI-Project Manager/Senior Archaeologist	\$256.74
• Senior PM/Senior Archaeologist	\$204.00
• Senior PM/Sr. Architectural Historian/Sr. Historian	\$204.00
• PM/Senior Archaeologist	\$190.00
• PM/Sr. Architectural Historian/Sr. Historian	\$190.00
• Assistant PM/Historian or APM/Architectural Historian	\$155.00
• Assistant PM/Supervising Archaeologist	\$155.00
• Historian or Architectural Historian	\$126.00
• Supervising Archaeologist III	\$136.50
• Supervising Archaeologist II	\$126.00
• Supervising Archaeologist I	\$115.50
• Technical Staff	
GIS-Graphics	
Senior-Level Staff	\$204.00
Other Professionals	\$136.50
Lab Manager/Crew Leader, B.A./B.S.	\$117.60
Staff Archaeologist, B.A./B.S.	\$100.80
Field and Lab Archaeologist Assistant	\$86.10
Project Admin./Proj. Assist./Research	\$119.00
Project Controls/Contract Manager	\$155.00

Please anticipate that hours in excess of 8 for fieldwork days, as well as Saturdays/Sundays, for monitoring may be billed at 1.5 times the regular rate when overtime has been incurred.

EXPENSES (Examples of expenses: all are at cost with no mark-up):

Mileage reimbursement (personal vehicles) at federal rate: currently \$0.70 per mile.

Examples of other out-of-pocket and expenses include research fees, curation fees, archival-quality printed photographs, portable toilet, backhoe & operator, stakes, lath, etc.

AKS Engineering & Forestry, LLC
Billing Rates – Effective 07/01/2025



Surveying					
Survey CAD Technician	IX	to	XVII	\$ 120	to \$ 160
Survey Technician	VII	to	XIII	\$ 110	to \$ 140
Sr. Survey Technician	XIV	to	XIX	\$ 145	to \$ 170
Surveyor (PLS)	XX	to	XXVI	\$ 175	to \$ 205
Sr. Surveyor (PLS)	XXVII	to	XXXIV	\$ 210	to \$ 250
Principal Surveyor	XXXV			\$ 260	
One-person Land Survey Crew				\$ 185	
One-person Land Survey Crew - Prevailing Wage				\$ 225	
Two-person Land Survey Crew				\$ 250	
Two-person Land Survey Crew - Prevailing Wage				\$ 295	
Three-person Land Survey Crew				\$ 315	
Three-person Land Survey Crew - Prevailing Wage				\$ 365	
One-person Aerial Survey Crew				\$ 185	
Two-person Aerial Survey Crew				\$ 250	
One-person Laser Scanning Survey Crew				\$ 215	
One-person Laser Scanning Survey Crew - Prevailing Wage				\$ 260	

Non-salary costs (reimbursables)					
Subcontractors and Subconsultants				cost + 10%	
Application/Permit Fees				cost + 10%	
Mileage				current federally allowed rate	
Technical Supplies				cost + 10%	
Postage/Shipping				cost + 10%	
Commercial Copies				cost + 10%	
Commercial Deliveries				cost + 10%	
Per Diem				Standard rates apply	

AKS does not have an additional charge or multiplier for overtime. Field equipment (survey instruments, vehicles, etc.), computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rate.



Standard Fee Schedule

2025 RS2

FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below. Any adjustments to rates after 2025 must be negotiated by the Parties and agreed to in writing.

<i>Classification</i>	<i>Hourly Rate</i>
<i>Project Support</i>	<i>\$122</i>
<i>Technician</i>	<i>\$125</i>
<i>Project Technician</i>	<i>\$135</i>
<i>Senior Technician</i>	<i>\$145</i>
<i>Project Controls</i>	<i>\$147</i>
<i>Staff Professional 1</i>	<i>\$158</i>
<i>Staff Professional 2</i>	<i>\$177</i>
<i>Project Professional</i>	<i>\$197</i>
<i>Technical Specialist</i>	<i>\$205</i>
<i>Project Manager / Senior Technical Specialist</i>	<i>\$225</i>
<i>Senior Project Manager / Technical Expert</i>	<i>\$265</i>
<i>Program Manager / Senior Technical Expert</i>	<i>\$339</i>
<i>Principal</i>	<i>\$360</i>
<i>Senior Principal</i>	<i>\$395</i>

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.
3. Second and Third Shift, Weekend, and Holiday hours will be billed at \$40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.
4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.
5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.
6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.
7. Subcontractors will be billed at our cost plus fifteen (15) percent.
8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

OSBORN CONSULTING, INC.

ALL-INCLUSIVE BILLING RATES

Classification	2025 All-Inclusive Rate	Classification	2025 All-Inclusive Rate
Principal Engineer	\$ 310.00	Engineering Technician	\$ 121.00
Senior Project Manager / QC	\$ 290.00	Design Technician I	\$ 118.00
Senior Engineer II	\$ 265.00	Landscape Designer	\$ 120.00
Senior Engineer I	\$ 245.00	Administration	\$ 105.00
Principal Landscape Architect	\$ 242.00	Intern Designer	\$ 95.00
Senior Landscape Architect	\$ 214.00		
Project Engineer II	\$ 213.00		
Senior Planner	\$ 212.00		
Design Technology Manager	\$ 202.00		
Senior Design Technician	\$ 199.00		
Project Manager	\$ 205.00		
Systems Administrator	\$ 217.00		
Project Engineer I	\$ 193.00		
Project Landscape Architect II	\$ 174.00		
Senior Biologist	\$ 177.00		
Engineer IV	\$ 175.00		
Senior Project Accountant	\$ 170.00		
Technical Editor	\$ 155.00		
Design Technician III	\$ 160.00		
Engineer III	\$ 162.00		
Deputy Project Manager	\$ 152.00		
Project Landscape Architect I	\$ 155.00		
Senior Administration	\$ 155.00		
Engineer II	\$ 137.00		
Design Technician II	\$ 147.00		
Project Biologist	\$ 132.00		

Reimbursables

Mileage	Federal Rate
Parking/Tolls	At Cost
Reproductions	At Cost
Shipping/Mailing	At Cost

Project Accountant	\$	146.00
Engineer I	\$	123.00

Rate Adjustments

- Rate adjustment requests will be limited to once per firm, per calendar year. Any adjustment to rates after 2025 must be negotiated by the Parties and agreed to in writing.
- Staff may be periodically moved into different classifications to reflect promotions or other role changes.



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102027

ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING SERVICES

This Services Agreement ("Agreement"), effective on September 1, 2025 (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Herrera Environmental Consultants, Inc., a 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 qualifications, numbered 36-25 ("Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Aron Rice, by email to aron.rice@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Aron Rice, 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.

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 September 1, 2025, and continues until August 31, 2030. 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 Confidential Information.** Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
 - 8.2 Public Disclosure Compliance.** City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
 - 8.3 Subpoenas.** If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the

subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

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
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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

For the Contractor:
Brian Busiek
Herrera Environmental Consultants, Inc.
107 SE Washington St, Suite 140
Portland, OR 97214
Email: bbusiek@herrerainc.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; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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

CONTRACTOR:
Company Name

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

Below is a list of services broken into four categories. This list is not all-inclusive for projects that Surface Water Management may use consulting services for.

Retrofit Design and Planning

- Obtain and/or perform topographic survey and establish existing site conditions
- Perform site investigations including archaeological surveys, geotechnical work, infiltration testing
- Delineate drainage management basins and catchment areas
- Analyze existing facilities and provide recommendations for improvements and/or upgrades
- Identify potential areas for LID in right of ways and for City-owned properties
- Structural engineering support for repair and rehabilitation projects involving storm pipes, storm structures, storm facilities, and other structures associated with the stormwater or surface water infrastructure
- Provide input on repair and replacement of degraded pipes using trenchless technology. This may include lining, pipe bursting, or other methods to avoid soil disturbance
- Develop and prepare stormwater reports and/or associated hydrologic/hydraulic modeling
- Develop and prepare engineering plans, specifications, engineer's opinion of cost, and related bid documents

Regulatory and Development Review Support

- Prepare and/or assist City with permitting and/or property and easement acquisition
- Provide expertise in geotechnical, hydrogeological, and structural review on development, redevelopment, or regulatory driven sites with non-standard soil conditions
- Attend and facilitate public workshops to keep community members and affected residents informed and solicit input for consideration into project design
- Provide ongoing project-related communications and support by arranging and attending meetings, and providing correspondence as needed and requested

Groundwater Monitoring, Sampling and Support

- Conduct groundwater level monitoring to define hydrogeologic conditions in select areas where shallow depth to groundwater may constrain stormwater infiltration
- With a licensed driller, oversee and direct location and installation of wells and piezometers, conduct water level monitoring, analyze and report findings
- Develop and/or prepare specifications, cost estimates and related bid documents for drilling services
- Collect groundwater samples from wells or surface water and provide laboratory testing based on specific project needs
- Provide technical guidance and oversight for all groundwater monitoring, well installation, well development for water quality sampling, and selection of parameters for analysis

Construction Management

- Construction management services to supplement the City's Construction Services Division when needed for some stormwater capital and state grant-funded projects

- Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

General Design Requirements

All design work and proposal documents shall adhere to the following:

- Washington Department of Ecology's Stormwater Management Manual for Western Washington and approved continuous runoff simulation models (Western Washington Hydrology Model, MGS Flood)
- Washington Department of Archaeology and Historic Preservation requirements for subsurface investigation
- City of Vancouver General Requirements and Standard Details for Design and Construction of Surface Water Systems
- City of Vancouver Utility Amendments to WSDOT Standard Specifications for Water Sewer and Surface Water Construction
- Latest version of WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- City of Vancouver Transportation Standard Details
- Vancouver Municipal Code Chapters 11 - Transportation and 20 - Land Use and Development
- All other applicable Vancouver Municipal Code Sections, specifically Title 14:
 - 14.24 – Erosion Control
 - 14.25 – Stormwater Control; and
 - 14.26 – Water Resources Protection

EXHIBIT "B":
Fee Schedule

City of Vancouver On-Call Professional Stormwater Retrofit, Design, and Planning Services		
2025 Herrera Billing Rate Schedule	Hourly Billing Rate	
Labor Category	Minimum	Maximum
Engineer VIII / Scientist VIII / Planner VIII	355.22	392.36
Engineer VII / Scientist VII / Planner VII / GIS Analyst VII	267.11	362.23
Engineer VI / Scientist VI / Planner VI / Landscape Architect VI / GIS Analyst VI	232.86	341.77
Engineer V / Scientist V / Planner V / Landscape Architect V / GIS Analyst V / CAD Technician/Designer V	185.50	315.99
Engineer IV / Scientist IV / Planner IV / Landscape Architect IV / GIS Analyst IV / CAD Technician/Designer IV	158.90	247.13
Engineer III / Scientist III / Planner III / Landscape Architect III / GIS Analyst III / CAD Technician/Designer III	131.09	198.41
Engineer II / Scientist II / Planner II / Landscape Designer II / GIS Analyst II / CAD Technician/Designer II / Construction Inspector II	114.75	176.15
Engineer I / Scientist I / Planner I / Landscape Designer I / GIS Analyst I / CAD Technician/Designer I	102.73	152.60
Environmental Technician / Engineering Intern / Science Intern	73.97	131.24
Accounting Administrator I, II, III, IV, V, VI, VII	99.31	317.50
Project Accountant I, II, III, IV, V	102.73	208.55
Administrative Coordinator II, III, IV	82.19	172.59

Any adjustments to rates after 2025 must be negotiated by the Parties and agreed to in writing.

Northwest Watersheds LLC

Billing Rates - Effective 5/1/2025

Fee schedule below is for 2025 City of Vancouver Stormwater Retrofit On-call. Annual compensation adjustments will be based on the Consumer Price Index on the anniversary date of this contract.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 217
Senior Engineer/Scientist 3	\$ 190
Senior Engineer/Scientist 2	\$ 172
Senior Engineer/Scientist 1	\$ 164
Civil Engineer/Scientist 3	\$ 139
Civil Engineer/Scientist 2*	\$ 114
Civil Engineer/Scientist 1*	\$ 101
Water Resources Intern	\$ 88

*Civil Engineer 1 and Civil Engineer 2 labor classification includes EITs whose work is overseen by professional engineers

Non-Salary Costs (Reimbursables)

Subcontractors and Subconsultants	cost + 10%
Mileage	Current federal rate
Technical supplies/specialized field equipment	cost + 10%

Northwest Watersheds does not have an additional charge or multiplier for overtime. Standard field equipment, computer hardware, and computer software are included in the labor rate.



PROFESSIONAL SERVICE FEES

Prices effective January 1, 2025

Labor

Labor Category	Hourly Rate
1. Senior Professional Engineer.....	\$200
2. Professional Engineer.....	\$170
3. Field Technician.....	\$140
4. CAD/Graphics.....	\$120
5. Trial, Deposition, Hearing, Mediation (Senior P.E.).....	\$375

Soil Laboratory Tests

Test	Unit Rate
1. Moisture Content (ASTM D2216).....	\$30
2. Atterberg Limits (ASTM D4318).....	\$180
3. Sieve Analysis (ASTM D6913).....	\$170
4. Fines Content (ASTM D1140).....	\$90

Reimbursables

1. Rental Equipment.....	Cost + 10%
2. Specialty In-House Equipment.....	Proposal Basis (inclinometer, manometer, dynamic CPT, dataloggers, survey equipment)
3. Subcontractor.....	Cost + 10%
4. Mileage.....	per federal rates

Strata Geosciences

Billing Rates Table 2025

<u>Classification</u>	<u>Billing Range (rate/hr)</u>
Senior Geochemist / Senior Consulting Hydrogeologist	\$290 - \$395
Principal Scientist / Hydrogeologist	\$215 - \$245
Project Manager	\$185 - \$215
Senior Designer – GIS	\$180 - \$195
Senior Geologist / Modeler	\$165 - \$195
Project Geologist / Project Scientist	\$140 - \$150
Staff Geologist / Staff Scientist	\$125 - \$135
Project Administrator	\$105 - \$115

Notes:

Any adjustments to rates after 2025 must be negotiated by the Parties and agreed to in writing.

Subconsultants and reimbursable expenses will be actual expenses incurred as a direct part of performing the work, plus 10%.

Vehicle Mileage at IRS Rate

Expert witness/Testimony services subject to a 1.5 multiplier.

Willamette Cultural Resources Associates, Ltd.
2025 Hourly Rates

Labor Category	Hourly Rate
Senior Archaeologist II	\$ 195.00
Senior Archaeologist	\$ 135.00
Archaeologist II	\$ 115.00
Archaeologist	\$ 95.00
Senior Architectural Historian II	\$ 180.00
Senior Architectural Historian	\$ 135.00
Architectural Historian	\$ 105.00
Senior Ethnographer	\$ 165.00
Ethnographer	\$ 135.00
Technical Editor	\$ 105.00
Coordinator	\$ 105.00



Design Classifications, Billing Rates & Reimbursables

Emerio Design, LLC
6445 SW Fallbrook Lane, Suite 100
Beaverton, Oregon 97008

Project Name

City of Vancouver Stormwater Retrofit

Client: City of Vancouver
Prime: Herrera

<u>Classification</u>	<u>Maximum Billing Rate/Hr Proposed</u>
Executive In Charge	\$ 359.26
Civil Senior Project Manager VIII	\$ 359.26
Civil Project Manager VII	\$ 200.10
Civil Project Engineer VI (III)	\$ 181.19
Civil Project Engineer V	\$ 148.39
Civil Engineering Intern III	\$ 146.83
Civil Designer III (II)	\$ 153.08
Civil Designer III (I)	\$ 131.21
Civil Designer II	\$ 124.96
Civil Designer I	\$ 82.79
Design Intern	\$ 81.22
Structural Senior Project Manager VIII	\$ 225.11
Structural Project Engineer VI (III)	\$ 228.05
Construction Inspector VI (II)	\$ 149.95
Construction Inspector IV	\$ 131.21
Survey Senior Project Manager VIII	\$ 175.87
Survey Project Manager VII	\$ 160.89
Survey Operations Coordinator VI	\$ 181.19
Survey Operations Coordinator IV	\$ 153.08
Survey Technician III (III)	\$ 137.46
Survey Technician III (II)	\$ 135.89
Survey Technician - Field III (III)	\$ 144.49
Survey Technician - Field III (I)	\$ 115.59
Survey Technician - Field II	\$ 89.82
Survey Technician - Field I	\$ 78.10

<u>Classification</u>	<u>Personnel</u>	<u>Maximum Billing</u> <u>Rate/Hr Proposed</u>
One Person Crew		\$ 175.00
Two Person Crew		\$ 220.00
Three Person Crew		\$ 270.00
Land Use Project Manager VII		\$ 203.06
Land Use Planner VI		\$ 146.83
Operations Coordinator IV		\$ 121.84
Project Coordinator III		\$ 103.09
Project Accountant IV		\$ 135.89

Reimbursables

Mileage	IRS Rate
Parking, Printing & Postage	Per Contract

Staff Report: 182-25

To: Mayor and City Council
From: City Manager
Date: September 8, 2025

Subject

Contract - Fire Alarm and Sprinkler Annual Certification and Maintenance - C-102040

Key Points

- This contract provides for required annual and semi-annual inspections, certifications and service for installed fire alarm and fire sprinkler/suppression systems.
- The contract is a 5-year contract for \$150,000 annually (\$750,000 total).
- The City received 5 bids for the project.
- Staff propose awarding a contract to the lowest responsive bidder, McKinstry, at the not-to-exceed price of \$750,000.

Strategic Plan Alignment

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

Present Situation

The current city contract for this service expired August 2, 2025. The City spends approximately \$100,000 annually on compliance inspections and certifications for life safety systems in city buildings. An additional \$50,000 of annual spending authority will be allocated on an as-needed basis for necessary repairs to the life safety systems.

On July 29, 2025, the City received five bids for the project. The low bid was for an annual cost of \$210,582.40.

The low bidder was deemed responsive and responsible. The bids are as follows:

Bidder	Amount
McKinstry, Portland OR 97230	\$210,582.40
Pye Banker FS, Beaverton OR 97068	\$214,677.57
Everon Solutions, Beaverton OR 97008	\$221,922.68
Pacific Northwest Fire Protection, Vancouver WA 98682	\$238,781.73
Arock Technologies, Milwaukie OR 97222	\$264,352.20
Engineer's Estimate	\$150,000/year

Advantage(s)

By approving this maintenance contract, the City will be able to maintain life safety systems and have stable, predictable costs through 2030.

Challenge(s)

None

Budget Impact

The FY 25-26 Budget includes funds budgeted to support this spending authority. The service and repair portion of the contract will be used on an as-needed basis. No additional budget impact.

Prior Council Review

None

Action Requested

On Monday, September 8, 2025, authorize the City Manager, or designee, to finalize and execute a contract with McKinstry, up to a maximum of \$750,000 through September 1, 2030.

Staff Contact

Brian Taylor, Operations Superintendent, brian.taylor@cityofvancouver.us

Attachments:

1. C-102040



PUBLIC WORKS MAINTENANCE CONTRACT # C-102040
BID 25-32: Fire Alarm and Sprinkler Annual Certification and Maintenance

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 MCKINSTRY CO., LLC, a Washington limited liability company (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to 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. 25-32 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions; 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 and 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 required annual and semi-annual inspections, certifications and service for installed fire alarm and fire sprinkler/suppression systems. Information is also sought about labor costs to perform necessary and normal maintenance and required repairs and new installation of required replacements performed by the successful bidder for fire alarm and fire sprinkler/suppression systems listed in Attachments A, B, C, D, E, F, G and H in City of Vancouver owned or managed facilities and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The period of the prices shall be for one (1) year, commencing on the effective date of the Contract. This Contract shall have prevailing wage rates updated annually; yearly cost adjustments may be made accordingly at the discretion of the City in instances where prevailing wage rates increased above the annual Consumer Price Index-All Urban Consumers (CPI-U). An Intent to Pay Prevailing Wages must be filed at the beginning of the Contract year and an Affidavit of Wages Paid must be filed annually for any public work completed within the previous twelve (12) month period.

Yearly cost adjustments may be made accordingly at the discretion of the City. Cost adjustments shall be in accordance with the CPI-U for the Seattle-Tacoma-Bremerton area. Contractor shall submit request and justification for cost adjustments at least thirty (30) days prior to Contract renewal. The adjusted price will be approved at the beginning of each year's extension at the sole discretion of the City and must be firm for the remainder of year.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract. The term of this Contract shall be for five (5) years.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:

- i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor 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) \$750,000.00 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 and 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.

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

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	

COVERAGE	LIMITS OF 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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

- 8. CONTRACTOR'S BOND:** The Contractor agrees that for projects of more than \$35,000 USD, before it undertakes performance of the Contract, it will file with the Owner a Performance and Payment Bond in the full amount of the Contract price, executed by itself as a principal and one or more surety companies authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute 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 Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
- 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 rate of wage for an hour's work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage in effect for the first contract year is **Tuesday, July 29, 2025**. This rate will be updated annually on the anniversary of the contract.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration,

and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

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. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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.

An Intent to Pay Prevailing Wages must be filed at the beginning of the Contract year and an Affidavit of Wages Paid must be filed annually for any Work completed within the previous twelve (12) month period.

14. INDEMNIFICATION: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

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 (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

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

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 (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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:
Darren Englert
McKinstry Co., LLC.
16790 NE Mason Street Suite 200
Portland, OR 97230
darrenen@mckinstry.com

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
McKinstry Co., LLC.

Anna Vogel, Procurement Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Cary Driskell, Assistant City Attorney

Staff Report: 183-25

To: Mayor and City Council
From: City Manager
Date: September 8, 2025

Subject

Contract Amendment: Water Station 9 PFAS Treatment System Final Design – C-101850

Key Points

- **Compliance with Regulations:** The project will ensure Water Station 9 complies with state and federal PFAS regulations for safe drinking water.
- **Loan Funding:** The City has been awarded up to \$12 million in Drinking Water State Revolving Fund (DWSRF) from Washington State Department of Health (WDOH) for this project in the form of a low-interest rate loan.
- **Project Phases:** Preliminary design is complete and the project is moving forward with final design. Phase 2 will extend the existing professional services contract to provide final design and permitting support for construction bidding documents.

Strategic Plan Alignment

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

Present Situation

Water Station 9 is a key component of the City's drinking water system with five active groundwater wells supplying treated water to the distribution system. Water quality monitoring has identified PFAS in the groundwater, requiring mitigation to meet state and federal regulatory standards. The Water Station 9 PFAS Treatment project will construct treatment facilities to remove PFAS from the drinking water at this site to meet required regulatory levels. The City issued a Request for Qualifications (RFQ 56-24) for the Water Station 9 PFAS Treatment System Design on September 18, 2024.

The scope of work for the professional services identified in RFQ 56-24 is divided into three parts to streamline project scoping and better define fee estimates:

- Phase 1 included preliminary design;
- Phase 2 includes final bid-ready documents and permitting support;
- Phase 3 will cover support to the City's construction department and provide consultant engineering services during construction and commissioning.

The preliminary design work included in Phase 1 was completed under the original consultant contract for RFQ 56-24. The attached design contract amendment is for the "Phase 2: Water Station 9 PFAS Treatment System Design" scope of work. This portion of the work is expected to take ten months to complete.

The City has been awarded funding for this project through the State Department of Health DWSRF program and is currently awaiting the contract for review. It is anticipated the loan contract will be

presented to Council for consideration in the next couple of months. Once the DWSRF contract is approved by Council, the City will be required to have a Water Station 9 construction contract awarded within 18 months. Therefore, it is important to get the design completed to maintain our funding required timelines.

Advantage(s)

1. Ensures compliance with PFAS regulations by 2029.
2. Leverages grant funding opportunities to minimize local fund costs.
3. Provides engineering and specialty technical services to complete design for PFAS treatment.

Challenge(s)

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

Budget Impact

The project will be funded by a \$12 million DWSRF loan, Water Infrastructure Finance and Innovation Act (WIFIA) loan and any other applicable grant opportunities, which will be requested in the upcoming supplemental budget process.

Prior Council Review

Staff Report 019-25 - Phase 1 Prelim Design

Action Requested

On Monday, September 8, 2025, authorize the City Manager, or designee, to finalize and execute contract Amendment No. 1 to contract C-101850 between the City of Vancouver and Brown and Caldwell. Increase the not-to-exceed amount by \$2,470,840 for a total contract value of \$3,802,840 and extend the contract end date to June 30, 2026.

Staff Contact

Mehrin Selimgir, Water Engineering Manager, Mehrin.Selimgir@cityofvancouver.us

Attachments:

1. Amendment No 1 final
2. Services Contract C-101850 executed
3. Site Aerial Map



**Services Agreement C-101850
Amendment No. 1
WATER STATION 9 PFAS TREATMENT SYSTEM DESIGN**

This first amendment ("Amendment") amends the Services Agreement number C-101850 ("Agreement") between the City of Vancouver, ("City"), and Brown and Caldwell, a corporation organized under the laws of the State of Washington ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Section 1 Scope of Work** is amended as follows:

The Contractor agrees to provide the City all services and materials in the Scope of Work identified in Attachment "A", as amended by Amendment 1 to the Agreement.

2. **Section 2 Compensation** is amended as follows:

Payment to the Contractor for the Services described in this Agreement shall not exceed \$3,802,840.00 USD.

3. **Section 4 Term of Agreement** is amended as follows:

The Term of this Agreement begins on February 15, 2025 and continues until June 30, 2026. The Parties may agree in writing to extend the Agreement. The total term, including any extensions, shall not exceed five years. The term and any extensions are collectively the "Term."

4. **Entire Agreement.** All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Brown and Caldwell

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney



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

Water Station 9 PFAS Treatment System Design Project

City of Vancouver

Phase 2 Scope of Work

August 4, 2025

Project Overview

The City of Vancouver (City) executed a contract in January 2025 for Brown and Caldwell (BC) to provide professional engineering services for a PFAS water treatment system design at Water Station 9 (WS-9) located at Burton Water Works Park at the intersection of NE 39th Street and NE 145th Ave, in Vancouver, Washington. This scope of work describes BC's ("Consultant") and the City's activities that will occur during Phase 2 of the WS-9 PFAS Treatment System Design Project ("Project") for treatment of PFAS in groundwater produced from the City's wells at WS-9. BC has completed preliminary design activities during the Phase 1 contract of the Project and will continue subcontracting with Shannon & Wilson for geotechnical, Greenworks for landscape architecture, and ESA for permitting support to provide project support throughout Phase 2. MWA Architects (architecture) and Emerio (surveying) are available as a part of the team if the need arises. This scope of work is an amendment to the existing C-101850 contract established during Phase 1 activities.

Background

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

WS-9 is a critical water facility and is one of the most productive water sources for the City. The site is on a 14.31-acre parcel and contains five groundwater wells with a combined capacity of 9,800 gpm. The existing water right at WS-9 is 10,872 gpm.

Water Station 9 consists of the following major components:

- 5 groundwater wells with vertical turbine pumps
- Booster pump station with 10 pumps
- On-site sodium hypochlorite generation (OSHG) system for disinfectant residual
- Fluoride dosing equipment
- 7.0 MG ground level reservoir
- Standby generators

Raw water from the five wells flows through two flowmeters: Wells 3, 4 and 5 are piped to one flowmeter and Wells 6 and 7 are piped to another. Raw water is then piped to a single transmission



main, receives sodium hypochlorite, is fluoridated with sodium fluoride, and flows to the 7.0 MG ground level reservoir. Water is then pumped from the reservoir to the Heights High Pressure Zone. A summary of the WS-9 wells capacities are included below in Table 1.

Table 1: Summary of WS-9 Well Capacities	
Well	Rated Capacity (gpm) ^a
3	1,600
4	800
5	2,600
6	2,400
7	2,400
Total	9,800

a) Per WSP 2015

The booster pump station at WS-9 consists of 10 split-case centrifugal constant speed pumps that draw water from a clearwell beneath the current treatment building. The total booster pump capacity is 20,000 gpm (2,000 gpm per pump).

PFAS were first detected in the groundwater at WS-9 in 2021. In 2022, the City hired BC to complete a high-level treatment system conceptual layout and cost estimate to understand the feasibility and cost of adding PFAS treatment at WS-9. The City also completed rapid small-scale column tests (RSSCT) and a pilot test to identify design criteria for full-scale PFAS treatment systems, and the most effective filter media for PFAS removal. The results from these tests will be used to inform the proposed upgrades at WS-9.

The City has received \$12.0 million in State Revolving Fund (SRF) loan funding for this project. This project will need to meet the federally funded project requirements through the SRF program including the need to use American iron and steel (AIS), cultural and environmental reviews/SEPA, and the Davis-Bacon Act. The City will be requesting a Buy America Build America (BABA) waiver once the SRF contract is executed. The City is expected to sign the SRF contract with the State in August 2025. The City will have 18 months from signing to have a construction contract awarded. Therefore, a construction contractor is estimated to need to be awarded by February 2027 or an extension would be required. Additionally, the City's WIFIA Letter of Interest (LOI) was accepted as well, and the City will be submitting a WIFIA Application to include WS9. WIFIA funding has separate requirements that will need to be met for the project if funding is received.

Approach

BC is completing the project in the following three phases:

- Phase 1: Preliminary Design
- Phase 2: Final Design
- Phase 3: Services During Construction

BC will utilize findings and deliverables from Phase 1 to establish the basis of design in the transition to the Phase 2 scope of work. Additional description of Phase 1 work is available in C-101850 contract documents.

The first phase of the project included the survey, site evaluation, alternatives analysis, preliminary design, initial permitting tasks including the assessment of the cultural review, land use pre-application, funding support, and public outreach.

Key decisions included confirmation of treatment selection and siting, treatment capacity, ancillary improvements to include in this project scope or defer, and the method for discharge of rinse water. These decisions were made in the Treatment Selection and Siting Workshop, Capacity and Ancillary Upgrades Meeting, Rinse Water Tank Workshops, and the Well Pumping and Electrical Upgrades Workshop. As a part of the Phase 1 work, BC conducted an alternatives analysis that looked at trade-offs and impacts of the design decisions, and established sizing criteria and the rationale for the decisions that were documented in the draft Project Engineering Report (PER). Preliminary design has been completed with the Phase 1 activities, which included preliminary design drawings, technical memoranda, and preparation of the draft PER for the project.

The City is anticipating this project to be delivered via a design-bid-build contract vehicle. BC plans to deliver the design following BC design gate standards which consist of preliminary design (completed under Phase 1), intermediate design (60 percent), final design (90 percent), 100% percent, and the Issued for Bid (IFB), followed by conformed documents.

BC will advance this design and submit packages for City review at the intermediate and final design phases and anticipates a submission to Washington Department of Health (DOH) for the Project Engineering Report following the intermediate design phase. DOH will receive the 100% design documents for their review and feedback. Land use approval will receive the intermediate documents. The City Building and Construction, and engineering will receive the final design documents for approval.

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

Scope of Work Summary and Work Breakdown Structure

This scope of work describes the services to be rendered by BC for the design of additional treatment processes at the WS-9 facility, and ancillary upgrades to the On-site Hypochlorite System (OSHG). Work at this site is expected to include the following design elements:

- Installation of a PFAS treatment system with:
 - Eleven (11) pairs of lead-lag pressure vessels.
 - Granular activated carbon media for each vessel.
 - Inlet piping header and appurtenances.
 - Effluent piping header and appurtenances.
 - Eleven (11) electrically actuated effluent flow control valves and flow meters, one set dedicated to each pressure vessel pair.

- Valving and instrumentation for each vessel pair, as indicated in the preliminary design documents.
 - Pipe supports and associated equipment anchoring appurtenances.
- Two (2) rinse water tanks with:
 - Electrically actuated influent and effluent control valves, flow meter, level sensor, and appurtenances (for each tank)
 - Tank height < 35 feet
- Concrete equipment pad for pressure vessels and rinse water tanks.
- Buried yard piping and appurtenances to connect PFAS treatment system and rinse water tanks with existing treatment system.
 - Finished water tap for backwash supply from 24" Finished Water Pipeline
- Buried vault for piping tie-in and chemical injection appurtenances.
- Well Pump improvements with:
 - Pump and motor improvements at four (4) of the five (5) wells, and only motor upgrade at Well 4
 - Four of five new motors controlled with VFDs
 - Lube water improvements with addition of solenoid valves (pre-purchased by the City) to control lube water flow.
- Individual well pump flow meters:
 - Adding individual flow meters in underground vaults outside all wellhouses, except Well 4
- General site improvements including:
 - Roadway expansion and paving improvements.
 - Grading modifications for site accessibility, equipment placement provisions, and new retaining walls.
 - Site fencing replacement and improvements.
 - Stormwater management provisions including discharge and onsite treatment.
 - Site lighting and security fencing provisions.
- Electrical, automation, and network equipment required for PFAS treatment system, pump improvements, and site improvements.
- New back-up Generator for Booster Pumps and Well pump upgrades (backup power for 5 booster pumps and 4 well pumps at a given time)

The following ancillary upgrades are included in this scope of work

- OSHG System pre-treatment system with reverse osmosis pretreatment in exterior enclosure

The BC Team's scope of services for the WS-9 PFAS Treatment System Design Project is divided into the following phases and tasks:

Table 2: WS-9 PFAS Project Design Tasks - Phase 2		
Phase 2 – Intermediate and Final Design		
Phase 120	Phase 2 Project Management	
	Task 121	Phase 2 Client Meetings
	Task 122	Phase 2 On-going Project Management
Phase 220	Phase 2 Geotechnical Support	
	Task 221	Geotechnical Exploration and Review of Design
	Task 222	Geotechnical Coordination

Table 2: WS-9 PFAS Project Design Tasks - Phase 2

Phase 440	Project Engineering Report (PER) Update	
	Task 441	Project Engineering Report Finalization
	Task 442	Final PER for DOH
	Task 443	QA/QC
Phase 520	Phase 2 Permitting & Public Outreach	
	Task 521	Funding Compliance
	Task 522	Phase 2 Final SEPA
	Task 523	Phase 2 Land Use and Other Permitting
	Task 524	DOH Engagement and Coordination
	Task 525	Public Outreach and Rendering
Phase 610	Intermediate Design (60%)	
	Task 601	Design and BIM Management Coordination
	Task 602	Internal Meetings
	Task 603	Process Mechanical
	Task 604	Civil
	Task 605	Structural
	Task 606	Electrical
	Task 607	Instrumentation and Controls
	Task 608	Building Mechanical
	Task 609	General and Div 00/01
	Task 610	Landscape Architectural
	Task 611	SRF Compliance for Specifications
	Task 612	External Meetings/Workshops
Phase 620	Intermediate Design Submittal, QA/QC, and Cost Estimating	
	Task 621	Intermediate Design Submittal
	Task 622	Cost Estimating
	Task 623	Quality Assurance /Quality Review
Phase 630	Final Design (90%)	
	Task 601	Design and BIM Management Coordination
	Task 602	Internal Meetings
	Task 603	Process Mechanical
	Task 604	Civil
	Task 605	Structural
	Task 606	Electrical
	Task 607	Instrumentation and Controls
	Task 608	Building Mechanical
	Task 609	General and Div 00/01
	Task 610	Landscape Architectural
	Task 611	SRF Compliance for Specifications
	Task 612	External Meetings/Workshops
Phase 640	Final Design Submittal, QA/QC, and Cost Estimating	
	Task 621	Final Design Submittal
	Task 622	Cost Estimating

Table 2: WS-9 PFAS Project Design Tasks - Phase 2		
Phase 650	Task 623	Quality Assurance /Quality Review
	Bid and Construction Documents (100%)	
	Task 601	Design and BIM Management Coordination
	Task 602	Internal Meetings
	Task 603	Process Mechanical
	Task 604	Civil
	Task 605	Structural
	Task 606	Electrical
	Task 607	Instrumentation and Controls
	Task 608	Building Mechanical
	Task 609	General and Div 00/01
	Task 610	Landscape Architectural
	Task 611	SRF Compliance for Specifications
	Task 612	External Meetings/Workshops
Phase 660	Bid and Construction Documents Submittal, QA/QC	
	Task 621	Final Design Submittal
	Task 622	Cost Estimating
	Task 623	Quality Assurance /Quality Review
Phase 670	Bid Support	
Phase 820	Phase 2 Unanticipated Services	
	Task 810	Phase 2 Unanticipated Services

This scope of services and level of effort includes the Phase 2 tasks only. Phase 3 will be scoped during Phase 2. This scope, schedule, and budget are expressly developed for the completion of the deliverables summarized herein for Phase 2. We have assumed input and support from City staff and that relevant information and data will be provided by the City. Professional services that may be required beyond this scope may require an amendment. Phase 810 is included to cover unanticipated services for Phase 2.

Design Reviews

Design review workshops will be conducted with the City's personnel, key individuals from the BC project team and subcontractors, and other internal and external stakeholders as needed. The design review workshops will be conducted at the intermediate and final design gate. An interim intermediate workshop will be held to review P&IDs, control narrative, and pipe schedules.

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

Deliverables

Specifications

- Brown and Caldwell master specifications will be used as the basis for technical specifications (modified Construction Specification Institute MasterFormat® 2014 – Divisions 01 through 50).
- Divisions 00 specifications (including Contract Agreement, Bid Forms, etc.) will be provided by the City. Divisions 01 Specifications will be prepared by BC based on the other previous on-going PFAS upgrades, as well as Div 00 Supplemental specifications for Drinking Water State Revolving Fund (DWSRF) requirements. BC will support the schedule of values for Division 0.
- All specifications will be delivered to the City in .pdf format.

Drawings

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

Phase 2: Intermediate and Final Design

Phase 2 of the project includes an update to the PER, intermediate and final design, permitting, and public outreach as detailed in the following phases and tasks:

Phase 120: Project Management

This phase covers project management for Phase 2 efforts.

Tasks 121: Phase 2 Client Meetings

Activities: External PM Progress meetings and Client Meetings

Assumptions:

- External PM meetings will be virtual and will occur weekly with a duration of 60 minutes, attended by 2 consultant staff, not to exceed 11 months, assuming from September through April for delivery of final design and bid support through July. An additional three months of biweekly meetings are assumed for that bidding time. The frequency of meetings may decrease, depending on work activities and other meetings (such as review workshops). Additional time for meeting prep and circulation of post-meeting materials, as necessary, is included in this task budget.
- One additional in-person client meeting with 6 BC consultant staff for specific design topics outside of 60% and 90% Design Workshops.
- One additional virtual client meeting with 4 BC consultant staff for specific design topics outside of 60% and 90% Design Workshops.

Meetings:

- Weekly virtual PM calls for duration of this phase (not to exceed 11 months).
- In-person client meeting with 4 BC consultant staff

- Virtual client meeting with 4 BC consultant staff

City Responsibilities:

- Participate in project follow-up meetings
- Communicate issues that impact project at weekly PM meetings

Deliverables:

- Brief meeting agendas
- Meeting minutes for additional in-person and virtual meetings on design topics

Tasks 122: Phase 2 Project Management

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

- Task-level project and staff management
- Project file management
- Maintenance of the project schedule
- Tracking project expenditures versus percent complete
- Communication and coordination with City staff
- Monthly progress report and invoice
- Maintenance of the change management log

City Responsibilities:

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

Deliverables:

- Monthly progress reports and invoices
- Project schedule

Phase 220: Phase 2 Geotechnical Support

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

Task 221: Geotechnical Exploration and Review of Design

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

- Conduct one (1) eight-hour day of additional subsurface exploration at the site to further characterize subsurface conditions in support of site grading (e.g., cut and fill), retaining wall design, and potential over-excavation beneath the rinse tank and GAC tank structural slabs. It is anticipated that up to four (4) borings, each to a depth of 15 to 20 feet below ground surface (bgs), can be completed within this timeframe.
- Continue monitoring water levels from previously installed vibrating wire piezometer and monitoring for duration of design.
- Conduct supplemental engineering analysis for geotechnical design including settlement calculations, foundation analysis, and constructability review as information is developed and site configuration and loading is finalized.
- Provide retaining wall design recommendations, as necessary, including lateral earth pressures, bearing capacity, lateral resistance, and evaluation of global stability.

- Develop recommendations and design parameters for contractor designs related to means and methods including but not limited to conceptual dewatering, temporary excavations, settlement, and shoring systems.
- Update Geotechnical Data Report with additional groundwater level measurements.
- Update Geotechnical Engineering Report to include changes to the site layout and/or foundation loading.
 - The preliminary design Geotechnical Engineering Report will be revised, as necessary, as part of intermediate (60%) design.
 - Revised preliminary Geotechnical Engineering Report will be updated following intermediate design and will be finalized.
- Provide input for geotechnical related specifications developed by BC design team.
 - BC developed specifications to include but not limited to Sections 01 11 10 - Geotechnical Information, 31 23 00 - Excavation and Fill, and 31 23 19 - Dewatering, 31 41 00 Shoring.

Assumptions:

- It is anticipated that up to four (4) borings, each to a depth of 15 to 20 feet below ground surface (bgs), can be completed within continuous eight (8) hours during daylight hours.
- No additional piezometer instrumentation will be included in the additional borings.
- Groundwater monitoring will continue into Phase 2 to be performed using existing vibrating wire piezometer to inform excavation and dewatering requirements..
- New structures will be designed to meet International Building Code 2021 and ASCE 7-16 seismic codes.
- Valve vaults, rinse water tanks, and PFAS treatment foundation will not require design of deep foundations or specialty ground improvement. Additional design budget will be necessary if deep foundations or specialty ground improvement is required.
- Recommendations and design parameters for contractor designs will avoid designing means and methods for the contractor and present their directions as recommendations/suggestions. The contractor shall have ultimate choice on means and methods.
- Prepared specifications will be provided to Shannon & Wilson for their review and comment.
- Decommissioning of the existing vibrating wire piezometer will be performed by the contractor during construction.

City Responsibilities:

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

Meetings:

- BC and Shannon & Wilson meetings including but not limited to:
 - Intermediate design kick-off
 - Final design kick-off
 - General coordination meetings through intermediate and final design.
- City check-in meetings on an as-needed basis. Two meetings are assumed for this phase.

Deliverables:

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

Task 222: Geotechnical Coordination

Objective: Coordinate subconsultant services to support the detailed design.

Activities/Approach: This task includes the following activities:

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

Assumptions:

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

City Responsibilities:

- None.

Meetings:

- BC will conduct regular coordination meetings with each subconsultant.

Work Products:

- See individual subconsultants work products.

Phase 440: Project Engineering Report (PER) Update

During this phase, BC will update the PER for DOH approval. The PER document will serve as a basis of design, documenting the decisions in earlier phases 310.

Task 441: Update Draft PER

Activities: The primary focus of this PER will be design documentation including the rationale for design decisions, including the following:

- An overall conceptual equipment layout on the site
- Preliminary construction sequencing plan for equipment installation
- Mechanical design criteria, including PFAS treatment system, rinse water handling, and piping and discussion of pumps and motors, piping and valves
- Structural design criteria, including codes and standards, design loads, seismic design requirements, safety factors, and materials.

- Electrical design criteria, including utility power supply, back-up power supply, site lighting, equipment, telemetry, and controls.
- Instrumentation and control (I&C) design criteria including level of automation, instruments and hardware, local and remote networking with existing SCADA.
- Site security improvements and subsequent design criteria.

Assumptions:

- The document and format will largely follow the PER submitted to the City and DOH for WS-14.

Deliverables:

- Final PER for City
- PER discussion meeting agenda and minutes

Task 442: Updated Draft PER for DOH

Activities:

- Address City comments on Final PER
- Incorporate any changes from intermediate design document feedback from City

Assumptions:

- No follow-up DOH meeting for PER needed.

Deliverables:

- PER, Updated Draft for DOH Review

Task 443: QA/QC

Activities: Review PER and revisions by qualified, senior subject matter experts (SMEs).

Phase 520: Phase 2 Permitting and Outreach

This phase will support the land use permitting, funding compliance, and community engagement.

Task 521: Funding Compliance

Activities:

- Support City staff as requested to obtain funding and meet funding requirements through sources such as the Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) and Department of Health (DOH) Drinking Water State Revolving Fund (DWSRF).
- If the decision is to move forward with some type of pre-purchase agreement, the City may need to confirm documentation requirements, integration of federal requirements into any pre-purchasing approaches and if sole sourced, identify what will be required to keep eligible. BC is available to support the pre-purchase agreement as requested to review Division 0 upfront content that the City leads and produces.
- Review BABA waiver

Assumptions:

- Funding assistance effort to be no greater than 28 hours
- BC will act in a supporting role for City staff.
- No WIFIA Compliance Plan will be produced under this proposed budget.
- Support meetings with funding agencies are included for one meeting with up to 2 BC staff for 1 hour.

Deliverables:

- Review comments of BABA waiver

Task 522: Phase 2 Final SEPA

Washington's State Environmental Policy Act (SEPA) (RCW 43.21) requires local and state agencies to consider possible environmental impacts in their decision-making processes. A SEPA determination on whether environmental impacts are significant must be made by the City of Vancouver Community Development Department prior to issuing permits for the project, and that determination is also needed in order for WADOH to complete its environmental review for State Revolving Fund funding.

A Final SEPA Checklist and SEPA Determination will be completed in Phase 2, as design detail advances and in support of the permitting process in Phase 2.

Activities:

- Prepare Final SEPA Environmental Checklist using the City of Vancouver's template, which is formatted to include the required information stated in WAC 197-11-960 and address subject areas including Earth, Air, Water, Plants, Animals, Energy and Natural Resources, Environmental Health, Noise, Land and Shoreline Use, Housing, Aesthetics, Light and Glare, Recreation, Historic and Cultural Preservation, Transportation, Public Services, and Utilities. Preparation of Final SEPA Environmental Checklist will incorporate updates based on the latest project design information.

Assumptions:

- No wetlands or streams are assumed to be on site. No field investigations or site visits are included in this scope.
- No additional traffic studies or counts will be conducted as part of preparing the SEPA Checklist documentation.
- The Draft SEPA Environmental Checklist will be completed under Phase I scope. The SEPA Checklist will be finalized in Phase 2 of the project, when design is advanced to a level suitable for permit application submittals. Comments received from the City of Vancouver will be addressed in the Final SEPA Environmental Checklist in Phase 2. One review cycle on responses to comments is assumed on the Final SEPA Environmental Checklist.
- The City will prepare and publish a Determination of Non-Significance, based on the Final SEPA Checklist.
- The Final SEPA Checklist will be distributed electronically.
- BC to provide the address list of all owners/residents within 500 feet of the project site.
- The City of Vancouver will post the electronic version to its website, upload the electronic version to the Department of Ecology SEPA Register, and distribute notices of availability by

print/email, as applicable.

- It is assumed an Environmental Impact Statement will not be required to satisfy SEPA review/documentation requirements for this project, and EIS preparation is not included in this scope.
- Cultural resources investigation will be summarized in the Draft SEPA Checklist based on work completed under separate tasks/contract and included in the Final SEPA Checklist.
- SEPA review/filing fees will be paid by City of Vancouver in Phase 2.

Deliverables:

- Final SEPA Checklist in Word format
- Address list for owners/residents within 500 feet of the project site

Task 523: Phase 2 Land Use and Other Permitting

The proposed project triggers a Type II Land Use Review per VMC 20.270.020(D)(2) due to an increase in floor area of non-residential structures or use by more than 6,000 square feet and a Type II Major Modification of an existing conditional use, per VMC 20.245.020(B)(1)(d), due to an increase in the approved floor area. Completeness of these applications will require the activities listed below. Additionally, while a new Building is not proposed, there will be an enclosure and modifications to the existing wellhouses, and a City Building permit will be required.

Activities:

- Support and contribute to development of project permitting materials for the City. This work includes providing project background information and design documents to the City. This work may also include drafting permit information or supporting documentation, e.g., for SEPA checklist and Development Permit prior to bidding.
- Permit Matrix (final). Consolidate requirements for design team's reference from pre-app meeting notes, City's website, forms, and checklists.
- Prepare Land Use Permit Application, review documents against City requirements, and coordinate submittal documents, which are expected to include:
 - Land Use Permit form
 - Archaeological predetermination form
 - SEPA Checklist, Type I
 - Site Plan Review, Type II
 - Tree Plan, Level II
 - Plans for Existing Conditions Plan, Site Plan Architectural plans and elevations, Tree Plan, Landscape Plan, Grading Plan with Erosion Control Measures, Stormwater Plan, Civils, Water/Sewer Plan
 - Land Use/Engineering Application Form
 - Archaeological Pre-Determination Report
 - Geotechnical Soils Report
 - Preliminary Stormwater Report
 - City of Vancouver Industrial Pretreatment form
- Major Modification of existing Conditional Use. Prepare application in accordance with VMC 20.245, including:

- Coordination, review of plan sets against City requirements, and review of application documents
 - [Archaeological Predetermination form](#)
 - Site Plan Review, Type II
 - Planning, Type II
 - Fire, Type II
 - Stormwater, Type II
 - SEPA, Type I
 - Tree Plan, Level II
- Prepare Stormwater Report for Land Use application
- Prepare Construction Stormwater General NPDES Permit application on City's behalf.
- Complete the abbreviated City Construction Stormwater Pollution Prevention Plan (SWPPP) form

Assumptions:

- The City will submit the documentation to the Land Use Planning Department.
- It is assumed the following City of Vancouver land use reviews/permits will be needed: Type II Site Plan Review, Type II Conditional Use Permit; SEPA Determination.
- A streamlined review process will be used by the City for the Land Use application review.
- City building permitting will be City led and is assumed to include electrical, building mechanical, plumbing, building and development permits.
- BC will facilitate the initial communication between the City permitting department and ESA. ESA to coordinate directly with City permitting department once a clear protocol of communication has been established.
- No Critical Areas Report is required.
- No historic buildings or structures that would require documentation and inventory, and no historic property inventory forms will be required. No cultural sample collection or analysis will be required.
- Development of an Archeological Resources Monitoring Plan is not included.
- No National Register Nominations are included in this scope.
- No Washington State Archaeological Site or Isolate Inventory Form will be needed.
- A Notice of Construction application to the Southwest Clean Air Agency (SWCAA) is required. The new generator requires an application to SWCCA. BC to prepare SWCCA application.
- Bid document revisions that may be required following bidding stemming for permitting authority applications and approvals are not included. If required, for construction revisions made as a condition of permit approvals will be funded by Phase 800: Unanticipated Services.
- Permit related specification materials will be developed under detailed design and Phases 610, 630, and 650.

City Responsibilities:

- Fulfill data requests as needed to complete project permit applications.
- Pay land use application fees
- Facilitate communication between City Planning Departments and project permitting subconsultant.
- Attend project permitting meetings.

Meetings:

- Two meetings with City land use permitting department are assumed along with two prep meetings.
- Three meetings with City wastewater department

- One meeting with Washington Department of Ecology is required

Deliverables:

- Final Permit Matrix or equivalent, summarizing application requirements, submittal items, and checklists.
- Incorporate permitting efforts into overall project schedule
- Three iterations of the Land Use Type II application and Conditional Use Permit, Major Modification, Type II application and supplemental forms
- Response to comments on the Land Use application and Engineering response
- SWPPP

Task 524: DOH Engagement and Coordination

BC's approach is to bring DOH along with updates to the project, and meet with them as follow-up to submittal of the PER.

Activities:

- Follow-up meeting with DOH to present updates to design in a DOH follow-up design meeting

Assumptions:

- City to lead coordination with DOH for the 106 determination and is accounted for in Task 521.

Deliverables:

- Meeting presentation and minutes

Task 525: Public Outreach and Rendering

Given the public interest in PFAS, there may be notable community interest in the WS9 design. The BC team will use our in-house communications team to support neighborhood meetings or additional outreach to the community.

Activities:

- Develop materials to communicate proposed design for City Council
- 3D Rendering of Project site for 60% design and one revision after 90% design.

Assumptions:

- Outreach will cover requirements of land use permitting.
- Support one neighborhood meeting/open house in-person for 2 hours.
- Graphics support for renderings estimated to be not greater than 52 hours.

Deliverables:

- Presentation materials to include at least one existing site graphic and one site rendering for 60% design
- Updated rendering after 90% design
- One handout-type document

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

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

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

The design standards prepared during the Preliminary Design phase will identify the codes and standards that are the basis of each discipline's design effort. Unless otherwise noted in the design standards, the detailed design will be prepared based on the currently adopted versions of codes and standards in place at the time this scope of work was prepared (July 2025) and the adopted design standards for the Project. New code adoptions prior to completion of the design will be evaluated and may require additional effort.

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

The subtasks under each detailed design phase are generally by discipline and are consistent from phase to phase as shown in the Table 2 above.

Phase 610: Intermediate Design (60%)

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

Deliverables:

- Agendas and 60% design workshop meeting minutes that captures planned comment resolution in .docx format.
- Drawings and technical specifications in .pdf format

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

Task 601: Design and BIM Management and Coordination

Activities:

- Design Management and Coordination
 - Manage and direct the design process so that the products of the design effort are contract documents suitable for construction and reflect the City standards and preferences. The design process will be managed to provide complete, coordinated, and consistent designs between facilities and disciplines.
 - Check on the design team progress and communicate results to project management.
 - Verify QMP is followed, reviewers concur with work products, and maintain documentation of QA/QC reviews, responses, and resolutions.
 - Conduct internal design team coordination meetings.
 - Manage internal resources to maintain project schedule and achieve contracted milestones.

- Identify scope changes that impact the project budget and schedule. Notify the Project Manager of potential changes in scope and assist in documenting those changes.
- Coordinate progress reviews by the City, including collecting comments from the City's review, distributing review comments to facility and discipline leads, facilitating responses to review comments, documenting responses to the City's review comments, addressing any subsequent issues resulting from the City's review and addressing any subsequent issues resulting from the response to the City's review comments.
- Monitor compliance with project standards such as equipment numbering system, drawing presentation, and previously developed design guides.
- Maintain equipment list.
- Administrative support for written deliverables including specifications management.
- Production support for electronic and printed deliverables.
- BIM Management and Coordination
 - Manage compliance with project CAD/BIM software standards, graphics standards, file naming conventions and standards, and revision/iteration control.
 - Manage compliance with and update the BIM Execution Plan (BxP) where changes are indicated to guide the use of BIM tools over the life of the project. Identify and document new project goals and BIM objectives, organizational roles and responsibilities, execution process workflows, collaboration procedures and platforms, and model and drawing QC procedures.
 - BIM model maintenance and coordination.
 - Conduct internal coordination meetings with BIM/CAD production team.
 - Plot and compile drawings for reviews and deliverables.

Task 602: Internal Meetings

Activities:

- Weekly internal design coordination meetings.

Task 603: Process Mechanical

Activities:

- Refine and finalize PFAS treatment system design specific components including:
 - Which underdrains or vessels manufacturers to name in the specification (assuming no change from WS-14 as this time)
 - Which provisions for GAC to IX conversion to include.
 - Source of rinse water supply (assuming new tap off 24" DI per this scope)
- Refine and finalize well pump improvements requirements and coordination with vendor, including:
 - Impeller and/or bowl assembly replacement
 - Motor upgrades
 - Hydraulic control with VFD and/or pressure sustaining valve
 - Lube water system improvements by incorporating pre-purchased valves into design
- Refine and finalize design basis for rinse water tanks, pump station, and settled fines handling system.
- Refine and finalize RO pretreatment design, including major equipment and enclosure type.
- Refine and finalize well pump flow metering improvements.

- Coordinate with instrumentation and controls (I&C) for control description development, I/O and instrumentation list development and details, and finalization of process and instrumentation diagrams (P&IDs).
- Coordinate with structural for equipment pads, pipe supports, and anchoring design requirements and details.
- Coordinate with civil for project siting, process equipment accessibility considerations, vault design placement and design details, rinse water discharge requirements, and yard piping design.
- Coordinate with electrical for development of one-line diagrams, load list development, and pump improvement specifications.
- Refine and finalize design elements including:
 - Process flow diagrams (PFDs).
 - Hydraulic profile.
 - Pipe alignment and profiles.
 - Process piping schedules.
- Develop intermediate technical specification drafts.
- Develop and refine process and piping design drawings and annotations. Develop standard and project specific design details.

Assumptions:

- The PFAS treatment system will be a prefabricated turnkey (complete and fully operational) system consisting of:
 - Eleven (11) trains composed of two (2) vessels each able to operate in series (lead-lag). The vessels will be split into two main groups (north and south) based on site constraints.
 - Independently supported valve manifold with all piping, valving, and instrumentation necessary for all operating scenarios detailed in the P&IDs and control descriptions.
 - GAC media for each vessel as specified in the technical specifications of the project. Vessels and major design elements will allow for future use of IX resin media in lieu of GAC media. Minor modifications may be required to the vessels to change media types.
 - System automation will be limited to position indicators on manually actuated valves, as part of the PFAS treatment system vendor package, and include Contractor supplied electrically actuated flow control valves and flow meter appurtenances.
 - Two (2) additional flow control valves and flowmeters will be installed above grade on the rinse water supply header serving each group of vessels.
- The 24-inch diameter finished water main will be tapped to supply rinse water to the pressure vessels.
 - The City will engage their distribution system hydraulic modeling consultant to confirm that delivery of rinse water supply to the PFAS treatment system is feasible.
 - BC assumes attendance of up to two (2) virtual one-hour coordination meetings with the City's modeling consultant by three (3) BC staff.
- No equipment is assumed to be pre-purchased.
- Rinse water storage will be achieved with two circular aboveground concrete tanks.
 - Each tank will be approximately 140,000 gallons (with freeboard).
 - The supernatant from each tank will be decanted and pumped to a nearby sewer manhole. City will confirm if a secondary discharge to stormwater facilities onsite is acceptable.

- The pumping system will consist of two pumps housed inside a doghouse-style enclosure and an underground vault to house the flowmeter, backflow preventer, and appurtenances.
 - No PFAS treatment will be provided for the decanted rinse water.
 - Settled fines will be designed to be removed from the tank via a Vactor truck connecting to a camlock connections near grade on the side wall of the tank.
- Flow metering improvements will include up to four (4) new electromagnetic flowmeters (magmeters) inside underground vaults on the discharge piping from each well pump, except Well 4. New flowmeters will be designed for flow monitoring and controlling VFD speed.
- RO pretreatment will be installed within a standalone enclosure adjacent to the chemical building.
 - The enclosure will be vendor supplied designed by the vendor based on a performance specification. It is assumed that no modifications to the existing OSHG or fluoride system will be required to accommodate the new RO system except for new piping connections to the upstream of the OSHG system.
 - City water to the RO system will be provided by the 24-inch finished water supply pipe downstream of the booster pump station. Supply water will be minimal and therefore no hydraulic modeling is assumed necessary.
- Pipe support design will be conceptual in nature based on standard details and will be shown on drawings to confirm sufficient clearances and access to equipment. A certified Professional Engineer shall be hired by the Contractor to complete detailed design of pipe support and submit to BC for review during Phase 3 – Services During Construction.
- Existing well pump bases will be reused for anchoring the new pump discharge heads. Design of new pump bases is not included in this scope.
- Well pumps and motors will be replaced at all well sites to accommodate higher pumping pressures.
- Well 4 will continue to operate at a constant speed and controlled with a pressure sustaining valve. All other wells will be controlled with new VFDs to maintain target flow rates, as measured by the new flow meters.
- Well pump improvements will be designed based on GAC media headloss curves, existing pump nameplate capacities, and vessel differential pressure allowance.
- Lube water improvements will automate the flushing system, so the system only runs when needed for pump operation.

Task 604: Civil

Activities:

- Review updated survey information provided by the City.
- Prepare preliminary stormwater report in accordance with City and state regulations.
- Prepare drawings and specifications in compliance with City of Vancouver design standards and civil engineering review checklists.
- Civil drawings that depict:
 - Plan sheets including survey data and references; floor/control elevations; elevations for finished grading; demolition requirements and limits, and including an overall utilities plan.
 - Horizontal and vertical design of proposed buried utilities.
 - Erosion and sediment control drawings and details.
 - Project-specific detail drawings.

- Standard detail drawings (BC and client).
- Paving Plan.
- Modifications to existing security fencing and proposed new security fencing depicted on drawings.
- Draft version of all specifications

Assumptions:

- Potholing for the location of critical buried infrastructure may be required during design. Coordination for potholing locations is included, but on-site potholing services are not included.
- Coordination with City for discharge of sanitary and storm/rinse water discharge to City facilities and approval of such are included in the scope.

Task 605: Structural

Activities:

- Refine and finalize basis of design including seismic and wind criteria and all load requirements.
- Review of geotechnical design report (GDR) and geotechnical engineering report (GER) to confirm project design requirements.
- Refine and finalize detailed design for new PFAS treatment system concrete foundation slab and reinforcement.
- Refine and finalize detailed design for two new concrete rinse water tanks, concrete foundation slabs.
- Refine and finalize detailed design for new RO system enclosure concrete foundation slab and reinforcement.
- Refine and finalize detailed design for new standby generator enclosure concrete foundation slab and reinforcement.
- Coordination with electrical to confirm no building modifications are required to accommodate new equipment within existing buildings.
- Coordination with civil for geotechnical design requirements, siting conditions, and retaining wall as required.
- Coordination with process mechanical for all equipment pads, pipe supports, and anchoring design requirements and details.
- Coordination with electrical for equipment pads and conduit requirements not in the yard.
- Development of intermediate technical specification drafts.
- Development and refinement of design drawings and annotations. Drawings will include:
 - Plans of all structures with finalized materials of construction, overall dimensions and floor elevations (as applicable).
 - Intermediate foundation drawings.
 - Intermediate sections with reinforcing shown and labeled.
 - Standard details.
- Development of structural calculations for the PFAS treatment vessel concrete pads, rinse water tank concrete foundations, RO enclosure concrete pad, standby generator concrete pad, access ladders, and retaining walls over 4 feet around the pressure vessel pad.

Assumptions:

- New PFAS treatment system will not require an upper-level access catwalk with stairs. A boom lift will be used for accessing vessel top appurtenances and instrumentation.

- New rinse water tanks will require a guardrail at the top and ladder for access.
- Foundation type is assumed to be shallow footings per geotechnical findings.
- A concrete, cast-in-place tank type will be provided for the rinse water tank to be designed by BC who will stamp the design.
- Retaining wall around Rinse water tanks is less than 4 feet and not part of structural design scope.

Task 606: Electrical

Activities:

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

Assumptions:

- Assume no hazardous (classified) locations.
- Assumes no fire alarm, paging system, or lightning protection elements are required.
- No modifications to existing lighting.
- An outdoor lighting model that maps out the illumination "contour" levels created by any changes or additions is not required.
- Where required, a Power System Study will be provided in Phase 3 scope of services to address arc flash improvements.
- No improvements to site power feed are required. A meeting with CPU and the City will confirm this assumption during 60% design.

- Booster pump improvements will be limited to impeller and/or bowl assemblies.
- Except at Well 4, all well pump motors will be upgraded and controlled with new VFDs. Well 4 will be upgraded with a new motor of the same or smaller size as the existing motor, and no VFD.
- A new standby generator will be designed to handle the new loads from the booster pumps and upsized well pumps.
- New VFDs will be located in individual cabinet coolers, and existing wellhouses do not require modifications to existing ventilation.

Task 607: Instrumentation and Control

Activities:

- Coordination with process mechanical, and electrical for refinement and finalization of all process control automation.
- Confirmation and finalization of existing control system network modifications to accommodate project activities.
- Confirmation of well pump improvements and any upgrades to motors and VFDs for re-connection of the existing control system.
- Confirmation of well pump improvements requirements and coordination with vendor.
- Coordination with process mechanical for control system automation requirements (detailed in control strategies).
- Coordination with electrical for development of all instrumentation power, control, signal, and data requirements and details and draft of I&C diagrams for control system interconnections.
- Coordination with City and electrical for automated gate controls, site camera locations, camera network media, and camera head end equipment termination panel.
- Coordination call with City and City's programmer, Jacobs, to review SCADA integration. BC assumes up to one virtual one-hour coordination meeting attended by three (3) BC staff.
- Refinement and finalization of design elements including:
 - Process and instrument diagrams (P&IDs).
 - Control descriptions.
 - Control system network diagram.
 - I&C wiring diagrams for IO connections to the control system.
 - I&C control system panel drawings.
- Development of intermediate technical specification drafts.
- Development and refinement of I&C design drawings and annotations.

Assumptions:

- PFAS Treatment System: System automation will be limited to Contractor supplied electrically actuated effluent flow control valves, flowmeters, and pressure transmitters. The PFAS treatment system will contain manual actuated valves with position indicators with signal relays to SCADA.
- Rinse Tanks: The rinse water tanks will have a level transducer and level transmitter. Inlet and outlet valves will be controlled with motorized actuators based on tank level.
- Rinse Tank Discharge: The discharge from the rinse water tank will include at least two pumps and a flow meter.
- RO Pretreatment: The RO pretreatment system will include a manufacturer supplied PLC that will be integrated into SCADA.
- Control system is a programmable logic controller (PLC) based with human machine interface (HMI). The PLC and HMI will be standardized to be Siemens S7 (Portal 7) and Simatic (Portal 7/WinCC).

- An option for control system modification will be finalized as one of the below:
 - Add new PLC SCADA panel with HMI for SCADA
 - Extend existing PLC SCADA panel with remote input/outputs (RIO)
- City will program the PLC and HMI, from an automation perspective using the City's preferred programmer, Jacobs. All network address assignments will be provided by the City during construction to uphold City's network security and avoid network address duplications.
- The existing communication infrastructure for remote access to the process control system will not be modified. Any new network communication will be site specific to add either a new PLC or extension with a new RIO.
- Process control system security will be door and panel proximity switches.
- Addition of cameras is not part of the process control system / SCADA system. The cameras will have their own dedicated head end system. The city is responsible for providing the final communication network for off-site access of the camera video and report files.

Task 608: Building Mechanical

Activities:

- Assess heating, ventilation, and air conditioning (HVAC) requirements for the wellhouses given the proposed addition of VFDs and motor upgrades.
- From assessment, add necessary equipment upgrades (i.e., VFDs with cooling systems or ventilation improvements)

Assumptions:

- HVAC improvements will be shown on process-mechanical drawings depicting wellhouse pump improvements
- One new drawing will be created for a fan schedule.
- One new specification will be required to handle additional cooling or ventilation equipment.

Task 609: General and Div 00/01

Activities:

- Modify and add to the City provided Division 00 and 01 specifications to apply to the project. Additions include operation and maintenance, equipment storage, start-up and testing specifications, and forms and procedures related to electrical and equipment. Additional time specifically to account for SRF funding requirements to be covered under Task 611.
- Conduct 2 meetings with City to coordinate requirements associated with bidding and contracting procedures and City's construction management team. Assuming two one-hour virtual meetings with up to three BC staff.
- Legends, abbreviations, index of drawings, cover sheet, location and vicinity map.
- Design criteria, hydraulic profiles, and process schematics.

Task 610: Landscape Architecture

Activities:

- Develop and refine design drawings and annotations. Drawings will include:
 - Planting and Irrigation Plan drawings, containing plan views, material schedules, and plant legends with species, size, spacing, quantity, and notes.

- Standard and project specific design details.
- Develop intermediate technical specifications draft.
- Perform QA/QC reviews of landscape architectural design documents.
- Attend monthly meetings with the project team to present issues, make recommendations, and make decisions necessary to advance the detailed design.

Assumptions:

- A new vegetative buffer will be required on the southwest side of the site to screen and soften the visual impact of the new PFAS treatment system.
- No buffer width requirements for street trees per VMC Table 20.925.030-1 Zoning of Proposed Development.
- The landscape architectural subcontractor will attend seven (7) coordination meetings and two design review workshops with the City for Intermediate Design through Bid Documents (Phase 650).

Task 611: SRF Compliance for Specifications

Activities:

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

Task 612: External Meetings/Workshops

Activities:

- Following the submittal of the intermediate design package, BC will facilitate a 3-hour workshop to discuss design progression with the City. The meeting will be held in-person with some team members attending virtually.
- Following review of the intermediate design package, it is anticipated that review comments will be issued by the City. It is assumed that these comments will be submitted in a single comment log in the PDF delivered. BC will review the comments on the drawing and specification files, and a summary of a planned response will be provided in the design workshop meeting minutes. Any critical or unresolved comments will be reviewed in workshops with the City. Attendees for the 60% design workshop includes Project Manager, Design Manager, Lead Process-Mechanical Engineer, and key discipline leads (assume three). A total of twenty-four (24) additional hours has been assumed for various discipline leads for meeting participation on an as-needed basis.

Meetings:

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

Phase 620: Intermediate Design Submittal, QA/QC, and Cost Estimating

Task 621: Intermediate Design Submittal Development

Activities:

- Prepare submittal package for City review

Assumptions:

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

Deliverables:

- Design Documents as defined in Attachment A
- Comment response log to design comments from the City

Task 622: Draft Construction Cost Estimate (Intermediate Design)

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

Assumptions:

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

Deliverables:

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

Task 623: Quality Assurance/Quality Reviews

Activities:

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

Phase 630: Final Design (90%)

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

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

- **Specifications:**

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

- **Drawings:**

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

Deliverables:

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

Tasks 601-611: See Phase 610 Tasks for Detailed Descriptions

Activities:

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

Task 612: External Meetings/Workshops

Activities:

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

Meetings:

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

Phase 640: Final Design Submittal, QA/QC, and Cost Estimating

Task 641: Final Design Submittal Development

Activities:

- Prepare submittal package for City review

Assumptions:

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

Deliverables:

- Design Documents as defined in Attachment A
- Comment response log to design comments from the City

Task 642: Final Design Cost Estimate

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

Assumptions:

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

Meetings:

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

Deliverables:

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

Task 643: Quality Assurance/Quality Reviews

Activities:

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

Phase 650: Bid and Construction Documents (100%)

BC will modify the final design documents to reflect agreed-upon final review comments from the City, DOH, and City of Vancouver Permitting Departments, and BC's quality control review team. The City's Division 00 and 01 specifications will be added to the technical specifications for a complete project

manual. The final documents will be signed and sealed by a licensed professional engineer or architect and submitted to the City as an 'Issue-for-Bid' (IFB) set.

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

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

Assumptions:

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

Deliverables:

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

Tasks 601-611 See Phase 610 Tasks for Detailed Descriptions

Activities:

- Finalize design based on the 90% submittal package, City comments from 90%, and address permitting feedback.
- Preparation and refinement of IFB design drawings and technical specifications to a degree of completion sufficient for project bidding and construction.

Phase 660: Bid and Construction Documents Submittal (100% Submittal), Cost Estimate, and QA/QC

This task includes preparation of the submittal package and QA/QC by BC team of the submittal, to be completed with Phase 650. BC will update the 90% Class 1 cost estimate based on any changes prior to the Bid Package submittal.

Assumptions:

- Cost estimate will only be updated once after 90% design.

Deliverables:

- Updated 90% Class 1 Cost Estimate.

Phase 670: Bid Support

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

Activities:

- BC will respond to an estimated 30 bidder questions with an average of two (2) hours to respond to each.

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

Assumptions:

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

Deliverables:

- Two (2) addenda
- Memo of responses to bidder questions (if a separate document from the addenda)
- Issued for Construction (or conformed) drawings in .pdf format.
- Issued for Construction (or conformed) technical specifications in .pdf format.

Phase 810: Unanticipated Services

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

Task 811: Phase 1 Unanticipated Services

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

Task Assumptions:

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

City Responsibilities:

- Provide direction and authorization for requested additional work.

Meetings:

- To be determined.

Work Products:

- To be determined.

Schedule

Phase 1 of the project is in progress, and is expected to conclude approximately 6.5 months from the NTP in February 17, 2025. Phase 2 (final design) duration is estimated at 11 months, assuming from September through April for delivery of final design and bid support through July. Note that some of the permitting tasks started under Phase 1 will continue under Phase 2. A detailed schedule is provided in Attachment B.

Budget

The budget is summarized in Exhibit B.

Attachment A

Proposed Drawing and Specifications List

Sheet No.	Drawing No.	Drawing Title
	G-GENERAL	
1	G-000-001	COVER SHEET
2	G-000-002	DRAWING INDEX
3	G-000-101	GENERAL NOTES AND SYMBOLS
4	G-000-201	ABBREVIATIONS 1
5	G-000-202	ABBREVIATIONS 2
6	G-000-501	PROCESS FLOW DIAGRAM
7	G-000-502	DESIGN CRITERIA
8	G-000-503	PFAS TREATMENT HYDRAULIC PROFILE
9	G-000-504	RINSE WATER DISCHARGE HYDRAULIC PROFILE
	C-CIVIL	
10	C-000-001	CIVIL NOTES 1
11	C-000-002	CIVIL NOTES 2
12	C-000-003	LEGEND AND SYMBOLS
13	C-000-101	EXISTING SITE AND SURVEY CONTROL
14	C-000-102	SITE DEMOLITION PLAN
15	C-000-103	OVERALL SITE PLAN
16	C-000-201	ENLARGED SITE PLAN 1
17	C-000-202	ENLARGED SITE PLAN 2
18	C-000-203	ENLARGED SITE PLAN 3
19	C-000-301	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN
20	C-000-302	PAVING PLAN 1
21	C-000-303	PAVING PLAN 2
22	C-000-304	GRADING AND DRAINAGE PLAN 1
23	C-000-305	GRADING AND DRAINAGE PLAN 2
24	C-000-306	STORMWATER DRAINAGE PLAN 1
25	C-000-307	STORMWATER DRAINAGE PLAN 2
26	C-000-401	OVERALL UTILITIES PLAN
27	C-000-402	YARD PIPING AND UTILITY PLAN 1
28	C-000-403	YARD PIPING AND UTILITY PLAN 2
29	C-000-601	YARD PIPING PROFILES 1
30	C-000-602	YARD PIPING PROFILES 2

Sheet No.	Drawing No.	Drawing Title
31	C-000-603	YARD PIPING PROFILES 3
32	C-000-801	CIVIL DETAILS 1
33	C-000-802	CIVIL DETAILS 2
34	C-000-803	CIVIL DETAILS 3
35	C-000-804	CIVIL DETAILS 4
36	C-000-805	CIVIL DETAILS 5
37	C-000-806	CIVIL DETAILS 6
38	C-000-807	CIVIL DETAILS 7
39	C-000-808	CIVIL DETAILS 8
40	C-000-809	CIVIL DETAILS 9
	L-LANDSCAPE	
41	L-000-001	TREE REMOVAL AND PRESERVATION LEGEND AND NOTES
42	L-000-002	LANDSCAPE LEGEND AND NOTES
43	L-000-003	IRRIGATION LEGEND AND NOTES
44	L-000-101	LEVEL II TREE VEGETATION, AND SOIL PLAN 1
45	L-000-102	LEVEL II TREE VEGETATION, AND SOIL PLAN 2
46	L-000-201	LANDSCAPE PLAN 1
47	L-000-202	LANDSCAPE PLAN 2
48	L-000-301	IRRIGATION PLAN 1
49	L-000-302	IRRIGATION PLAN 2
50	L-000-801	PLANTING AND IRRIGATION DETAILS 1
51	L-000-802	PLANTING AND IRRIGATION DETAILS 2
	S-STRUCTURAL	
52	S-000-001	STRUCTURAL GENERAL NOTES 1
53	S-000-002	STRUCTURAL GENERAL NOTES 2
54	S-000-003	SPECIAL INSPECTION 1
55	S-000-004	SPECIAL INSPECTION 2
56	S-000-005	TYPICAL DETAILS 1
57	S-000-006	TYPICAL DETAILS 2
58	S-000-007	TYPICAL DETAILS 3
59	S-000-008	TYPICAL DETAILS 4
60	S-000-009	TYPICAL DETAILS 5
61	S-000-010	TYPICAL DETAILS 6
62	S-P01-101	PFAS TREATMENT FOUNDATION PLAN
63	S-P01-102	PFAS TREATMENT ENLARGED NORTH PLAN

Sheet No.	Drawing No.	Drawing Title
64	S-P01-103	PFAS TREATMENT ENLARGED SOUTH PLAN
65	S-P02-101	RINSE WATER TANK NORTH PLAN AND SECTION
66	S-P02-102	RINSE WATER TANK SOUTH PLAN AND SECTION
	D-PROCESS	
67	D-000-001	PROCESS GENERAL NOTES, LEGEND, AND SYMBOLS
68	D-B05-101	RO PRETREATMENT
69	D-P01-001	PROCESS DETAILS 1
70	D-P01-002	PROCESS DETAILS 2
71	D-P01-003	PROCESS DETAILS 3
72	D-P01-004	PROCESS DETAILS 4
73	D-P01-101	PFAS TREATMENT OVERALL PLAN
74	D-P01-202	PFAS TREATMENT ENLARGED NORTH PLAN
75	D-P01-203	PFAS TREATMENT ENLARGED SOUTH PLAN
76	D-P01-301	PFAS TREATMENT NORTH SECTIONS 1
77	D-P01-302	PFAS TREATMENT SOUTH SECTIONS 1
78	D-P01-303	PFAS TREATMENT NORTH SECTIONS 2
79	D-P01-304	PFAS TREATMENT SOUTH SECTIONS 2
80	D-P01-305	PFAS TREATMENT NORTH PLAN AND SECTIONS 1
81	D-P01-306	PFAS TREATMENT SOUTH PLAN AND SECTIONS 2
82	D-P01-307	PFAS CONTROL VAULT PLAN AND SECTIONS
83	D-P01-901	NORTH VESSELS ISOMETRIC VIEW
84	D-P01-902	SOUTH VESSELS ISOMETRIC VIEW
85	D-P02-005	PIPE SUPPORT STANDARD DETAILS 1
86	D-P02-006	PIPE SUPPORT STANDARD DETAILS 2
87	D-P02-101	RINSE WATER TANK LOWER PLAN
88	D-P02-102	RINSE WATER TANK UPPER PLAN
89	D-P02-306	RINSE WATER TANK SECTIONS 1
90	D-P02-307	RINSE WATER TANK SECTIONS 2
91	D-P02-308	RINSE WATER TANK SECTIONS 3
92	D-P02-309	RINSE WATER TANK SECTIONS 4
93	D-P02-310	RINSE WATER PUMPS PLAN AND SECTIONS
94	D-P02-901	RINSE WATER TANK ISOMETRIC VIEW
95	D-W03-101	WELL 3 PUMP IMPROVEMENTS PLAN AND SECTION
96	D-W03-102	WELL 3 VAULT PLAN AND SECTIONS
97	D-W04-101	WELL 4 PUMP IMPROVEMENTS PLAN AND SECTION

Sheet No.	Drawing No.	Drawing Title
98	D-W05-101	WELL 5 PUMP IMPROVEMENTS PLAN AND SECTION
99	D-W05-102	WELL 5 VAULT PLAN AND SECTIONS
100	D-W06-101	WELL 6 PUMP IMPROVEMENTS PLAN AND SECTION
101	D-W06-102	WELL 6 VAULT PLAN AND SECTIONS
102	D-W07-101	WELL 7 PUMP IMPROVEMENTS PLAN AND SECTION
103	D-W07-102	WELL 7 VAULT PLAN AND SECTIONS
	E-ELECTRICAL	
104	ED-B01-801	BOOSTER BUILDING DEMOLITION ONE-LINE DIAGRAM
105	ED-B02-801	GENERATOR BUILDING DEMOLITION ONE-LINE DIAGRAM
106	ED-W06-801	WELL 6 BUILDING DEMOLITION ONE-LINE DIAGRAM
107	E-000-001	ELECTRICAL LEGEND AND SYMBOLS 1
108	E-000-002	ELECTRICAL LEGEND AND SYMBOLS 2
109	E-000-003	ELECTRICAL ABBREVIATIONS AND GENERAL NOTES
110	E-000-004	ELECTRICAL DETAILS 1
111	E-000-005	ELECTRICAL DETAILS 2
112	E-000-101	SITE AND AREA LIGHTING PLAN
113	E-000-701	PANEL SCHEDULES
114	E-000-702	CONDUIT AND WIRE SCHEDULE 1
115	E-000-703	CONDUIT AND WIRE SCHEDULE 2
116	E-000-704	LUMINAIRE SCHEDULE
117	E-B01-801	BOOSTER BUILDING ONE-LINE DIAGRAM
118	E-B02-801	GENERATOR BUILDING ONE-LINE DIAGRAM
119	E-P01-101	PFAS TREATMENT OVERALL PLAN
120	E-P01-211	PFAS TREATMENT NORTH POWER, CONTROL, AND SIGNAL PLAN
121	E-P01-212	PFAS TREATMENT SOUTH POWER, CONTROL, AND SIGNAL PLAN
122	E-P01-221	PFAS TREATMENT NORTH GROUNDING AND LIGHTING PLAN
123	E-P01-222	PFAS TREATMENT SOUTH GROUNDING AND LIGHTING PLAN
124	E-P02-111	RINSE WATER TANK POWER, CONTROL, AND SIGNAL PLAN
125	E-P02-121	RINSE WATER TANK GROUNDING AND LIGHTING PLAN
126	E-W03-101	WELL 4 PLAN
127	E-W04-101	WELL 4 PLAN
128	E-W04-401	WELL 4 MCC ELEVATION
129	E-W05-101	WELL 5 PLAN
130	E-W05-401	WELL 5 MCC ELEVATION
131	E-W06-101	WELL 6 PLAN

Sheet No.	Drawing No.	Drawing Title
132	E-W06-401	WELL 6 MCC ELEVATION
133	E-W06-801	WELL 6 BUILDING ONE-LINE DIAGRAM
134	E-W07-101	WELL 7 PLAN
135	E-W07-401	WELL 7 MCC ELEVATION
	I-INSTRUMENTATION	
136	I-000-001	INSTRUMENTATION LEGEND AND SYMBOLS 1
137	I-000-002	INSTRUMENTATION LEGEND AND SYMBOLS 2
138	I-000-003	INSTRUMENTATION LEGEND AND SYMBOLS 3
139	I-000-011	INSTRUMENTATION DETAILS 1
140	I-000-012	INSTRUMENTATION DETAILS 2
141	I-000-201	PLC PANEL LAYOUT TYPICAL 1
142	I-000-202	PLC PANEL LAYOUT TYPICAL 2
143	I-000-301	NETWORK DIAGRAM 1 - SCADA
144	I-000-302	NETWORK DIAGRAM 2 - PFAS
145	I-000-303	NETWORK DIAGRAM 3 - CAMERA
146	I-000-801	PLC INPUT/OUTPUT INTERCONNECTION 1
147	I-000-802	PLC INPUT/OUTPUT INTERCONNECTION 2
148	I-B01-102	CHEMICAL DOSING CONTROL
149	I-B05-101	RO PRE-TREATMENT
150	I-P01-101	PFAS TREATMENT CONTROL 1
151	I-P01-102	PFAS TREATMENT CONTROL 2
152	I-P01-103	PFAS TREATMENT CONTROL 3
153	I-P01-104	PRESSURE VESSELS F0100 AND F0200
154	I-P01-105	PRESSURE VESSELS F0300 AND F0400
155	I-P01-106	PRESSURE VESSELS F0500 AND F0600
156	I-P01-107	PRESSURE VESSELS F0700 AND F0800
157	I-P01-108	PRESSURE VESSELS F0900 AND F1000
158	I-P01-109	PRESSURE VESSELS F1100 AND F1200
159	I-P01-110	PRESSURE VESSELS F1300 AND F1400
160	I-P01-111	PRESSURE VESSELS F1500 AND F1600
161	I-P01-112	PRESSURE VESSELS F1700 AND F1800
162	I-P01-113	PRESSURE VESSELS F1900 AND F2000
163	I-P01-114	PRESSURE VESSELS F2100 AND F2200
164	I-P02-101	RINSE WATER TANK

165	I-P02-102	RINSE WATER DISCHARGE
166	I-U01-101	METER VAULT WELLS 3, 4, AND 5
167	I-U02-101	METER VAULT WELLS 6 AND 7
168	I-W03-101	WELL 3
169	I-W03-201	PFAS TREATMENT PLC PANEL LAYOUT
170	I-W03-801	PFAS TREATMENT PLC PANEL POWER DISTRIBUTION
171	I-W04-101	WELL 4
172	I-W05-101	WELL 5
173	I-W06-101	WELL 6
174	I-W07-101	WELL 7

Proposed Specification List

Division	Spec No.	Specification Name
01	01 11 00	Summary of Work - PFAS Project
01	01 11 80	Environmental Conditions
01	01 12 16	Work Sequence
01	01 14 16	Coordination with Operation of Existing Facilities
01	01 14 19	Use of Site
01	01 29 00	Measurement and Payment
01	01 31 19	Project Meetings
01	01 32 16	Construction Progress Schedule
01	01 32 23	Pre and Post Construction Surveys
01	01 32 33	Photographic Documentation
01	01 33 00	Submittal Procedures
01	01 35 23	Safety and Health
01	01 35 43	Environmental Procedures
01	01 42 19	Reference Standards
01	01 45 00	Contractor Quality Control
01	01 45 23	Testing and Inspection Services
01	01 50 00	Temporary Facilities and Controls
01	01 55 26	Traffic Control
01	01 57 13	Temporary Erosion and Sedimentation Control
01	01 58 13	Temporary Project Signage
01	01 61 45	Area Exposure Designations
01	01 66 00	Product Storage and Handling Requirements
01	01 73 24	Design Requirements for Non-Structural Components and Non-Building Structures

Division	Spec No.	Specification Name
01	01 73 29	Cutting and Patching
01	01 74 10	Cleaning and Disinfection of Treatment Facilities
01	01 78 23	Operation and Maintenance Data
01	01 78 39	Project Record Documents
01	01 79 00	Demonstration and Training
01	01 91 00	Commissioning, Testing, and Start-Up
01	01 99 90	Reference Forms
02	02 41 13	Selective Site Demolition
03	03 11 00	Concrete Forming
03	03 20 00	Concrete Reinforcing
03	03 23 10	Reinforced Cast-in-Place Concrete Tank
03	03 30 00	Cast-in-Place Concrete
03	03 48 11	Precast Concrete Vaults
03	03 60 00	Grouting
05	05 05 14	Hot-Dip Galvanizing
05	05 05 20	Anchor Bolts
05	05 52 10	Aluminum Railing
07	07 10 00	Waterproofing and Dampproofing
07	07 91 26	Joint Fillers
07	07 92 00	Joint Sealants
09	09 90 00	General Coating Specification
09	09 97 00	Potable Water Protective Coatings
26	26 05 00	Common Work Results for Electrical
26	26 05 05	Selective Demolition for Electrical
26	26 05 19	Low Voltage Electrical Power Conductors and Cables
26	26 05 26	Grounding and Bonding for Electrical Systems
26	26 05 33	Raceways and Boxes for Electrical Systems
26	26 08 00	Commissioning of Electrical Systems - B
26	26 09 16	Electrical Controls and Relays
26	26 22 00	Low-Voltage Transformers
26	26 23 00	Low Voltage Switchgear
26	26 24 13	Switchboards
26	26 24 16	Panelboards
26	26 24 19	Motor Control Centers
26	26 27 26	Wiring Devices
26	26 29 23	Variable Frequency Motor Controllers
26	26 32 13	Diesel Engine Driven Generator Sets
26	26 43 13	Surge Protective Devices for Low Voltage Electrical Power Circuits
26	26 50 00	Lighting
26	26 56 19	LED Exterior Lighting
26	26 56 19.11	LED Exterior Lighting LIGHTSPEC

Division	Spec No.	Specification Name
26	26 99 01	Electrical Cable Schedule
26	26 99 02	Electrical Raceway Schedule
28	28 13 00	Security Systems
28	28 31 00.11	Fire Detection and Alarm
31	31 05 19	Geotextiles
31	31 10 00	Site Preparation
31	31 21 33	Trenching, Bedding, Backfilling, and Compacting for Buried Piping
31	31 23 00	Excavation and Fill
31	31 23 19	Dewatering
31	31 41 00	Sheeting, Shoring and Bracing
32	32 12 16	Asphalt Paving
32	32 31 13	Chain Link Fences and Gates
32	32 31 15	Gate Operator Systems
32	32 90 00	Landscaping (Verify this is By Others Greenworks?)
33	33 05 01	Protection of Existing Utilities
33	33 05 19	Ductile Iron Pipe for Yard Piping
33	33 10 00	Water Pipe for Utilities
33	33 12 40	Fire Hydrants
33	33 14 26	Utility Valves and Accessories
33	33 31 14	Thermoplastic Pipe
33	33 32 16	Packaged Utility Wastewater Pumping Stations
33	33 39 13	Manholes, Frames, and Covers
40	40 05 01	Piping Systems
40	40 05 02	Piping System Schedules
40	40 05 02.23	Process Water
40	40 05 02.25	Potable Water
40	40 05 02.89	Building Mechanical Drainage
40	40 05 06	Specialty Couplings and Adapters for Process Piping
40	40 05 06.13	Joint Gaskets
40	40 05 06.23	Expansion Joints
40	40 05 06.33	Piping Appurtenances
40	40 05 07	Hangers and Supports for Process Piping
40	40 05 07.13	Seismic Restraints for Piping
40	40 05 07.16	Expansion Control for Piping
40	40 05 17	Copper Process Piping and Tubing
40	40 05 23	Stainless Steel Process Pipe and Tubing
40	40 05 24-A	Steel Process Pipe
40	40 05 31.13	Solvent Cement Welded PVC and CPVC Pressure Pipe
40	40 05 31.17	PVC Gravity Sewer Pipe and DWV (Drain, Waste, and Vent) Pipe and Fittings
40	40 05 31.19	Polyvinylchloride Double Containment Piping
40	40 05 33.13	High Density Polyethylene Pipe

Division	Spec No.	Specification Name
40	40 05 45	Piping System Identification
40	40 05 57.13	Manual Actuators
40	40 05 57.23	Powered Actuators
40	40 05 60	Valves
40	40 05 63.03	Ball Valve, Stainless Steel Threaded
40	40 05 63.08	Ball Valve, Stainless Steel Flanged
40	40 05 64.05	Butterfly Valve, AWWA C504, Class 150B
40	40 05 64.07	Butterfly Valve, High-Performance Metal-Seated
40	40 05 65.09	Check Valve, AWWA C508 Swing
40	40 05 67.36	Pressure-Relief and Pressure-Regulating Valves
40	40 05 72.01	Elastomeric Check Valves
40	40 05 78.13	Air/Vacuum Valves for Water Service
40	40 06 20.13	Power Actuated Valve and Gate Schedule for Process Services
40	40 06 70	Schedules for Instrumentation of Process Systems
40	40 41 13.13	Electric Heat Tracer Tape
40	40 42 00	Insulation for Exposed Piping and Equipment
40	40 61 13	Process Control System General Provisions
40	40 61 21	Process Control System Testing
40	40 61 93	Process Control System IO List
40	40 61 96	Process Control Descriptions
40	40 63 43	Programmable Logic Controllers
40	40 67 00	Control System Equipment Panels and Racks
40	40 71 00	Flow Measurement
40	40 72 00	Level Measurement
40	40 73 00	Pressure, Strain and Force Measurement
40	40 79 00	Instrument Valves and Fittings
43	43 05 11	General Requirements for Equipment
43	43 05 13	Rigid Equipment Mounts
43	43 05 14	Machine Alignment
43	43 05 21	Common Motor Requirements for Equipment
43	43 23 03	General Requirements for Centrifugal and Axial-Flow Pumping Equipment
43	43 23 62	Variable Speed Vertical Turbine Pump Improvements
43	43 23 88.11	Self-Priming Centrifugal Pump
46	43 31 13.13	Vertical Pressure Vessel System
46	46 22 30	Floating Supernatant Decanters
46	46 61 16	GAC Media
46	46 63 23	Reverse Osmosis Pre-treatment System

Attachment B
WS9 PFAS Treatment Design Schedule

ID	Task Name	Start	Finish	Rem. Dur.	Predecessors	Successors	Sep	4th Quarter		Nov	Dec	1st Quarter		Feb	Mar	2nd Quarter		May	Jun	3rd Quarter
								Oct				Jan				Apr				Jul
1	Vancouver WS9	Thu 12/12/24	Mon 7/27/26	423 days																
2	Phase 1 NTP	Mon 2/17/25	Mon 2/17/25	1 day		4,5FS+5 da														
3	Phase 110: Project Management	Tue 2/18/25	Mon 7/21/25	110 days																
8	Phase 210: Site Investigation	Thu 12/12/24	Wed 10/15/25	220 days																
31	Phase 310: Conceptual Design	Tue 2/18/25	Tue 9/16/25	151 days																
58	Phase 410: Preliminary Engineering Report	Thu 4/10/25	Mon 10/13/25	133 days																
77	Phase 420: Preliminary Design Drawings and Specifications	Thu 5/1/25	Fri 7/11/25	52 days																
88	Phase 430 Preliminary Design Submittal, QA/QC, and Cost Estimatin	Thu 5/15/25	Mon 9/8/25	83 days																
111	Phase 510: Permitting and Outreach	Tue 3/11/25	Fri 9/12/25	134 days		123														
122	Phase 120: Phase 2 Project Management	Tue 9/9/25	Mon 7/27/26	230 days																
123	Phase 500: Phase 2 Permitting & Public Outreach	Mon 9/15/25	Mon 3/16/26	131 days	111															
124	Task 550: Environmental and Land Use Permit Support	Mon 9/15/25	Mon 3/16/26	131 days																
125	City Application Review for Completeness	Mon 9/15/25	Fri 11/28/25	55 days																
126	TIR Report	Mon 11/3/25	Fri 11/28/25	20 days	104,128															
127	TIR Report Draft QC & recovery	Mon 9/15/25	Fri 9/19/25	5 days	105															
128	Finalize Streamlined Planning Checklist - site lighting, lansc	Mon 9/15/25	Fri 10/31/25	15 days		126														
129	Internal QC (coincide with 60% QC)	Mon 10/20/2	Fri 10/31/25	10 days	153															
130	Finalizing SEPA	Mon 9/15/25	Fri 9/26/25	10 days		137														
131	Submit Application for City Review	Thu 10/30/25	Wed 11/12/25	10 days	154	132														
132	City review submission for completeness	Thu 11/13/25	Wed 11/26/25	10 days	131	133														
133	BC modifications and revisions	Thu 11/27/25	Wed 12/3/25	5 days	132	134														
134	Full team resubmission review	Thu 12/4/25	Wed 12/10/25	5 days	133	135														
135	Streamlined 90-day Land Use Permit review	Thu 12/11/25	Mon 3/16/26	68 days	134															
136	Task 560: Other Permitting Support	Thu 11/13/25	Mon 1/12/26	43 days																
137	City Sewer Coordination	Thu 11/13/25	Mon 1/12/26	43 days	130															
138	60% civil, P&IDs, and rinse water tank	Thu 11/13/25	Wed 11/19/25	5 days	155	139														
139	Submit to City	Thu 11/20/25	Wed 11/26/25	5 days	138	140														
140	City Review	Thu 11/27/25	Wed 12/10/25	10 days	139	141														
141	Address City Feedback	Thu 12/11/25	Wed 12/31/25	15 days	140	142														
142	Revised submission to City	Thu 1/1/26	Thu 1/1/26	1 day	141	143														
143	Approval	Fri 1/2/26	Mon 1/12/26	7 days	142															
144	Task 573: Public Outreach	Thu 11/27/25	Wed 2/18/26	60 days	155FS+10 day															
145	Task 612 - SRF Compliance	Tue 12/16/25	Wed 12/31/25	12 days																
146	Touch point with new SRF Compliance Manager	Tue 12/16/25	Mon 12/22/25	5 days	169															
147	Review 90% design for SRF Compliance	Tue 12/16/25	Wed 12/24/25	7 days	169	148														
148	Address Review Comments	Thu 12/25/25	Wed 12/31/25	5 days	147															
149	Phase 610: Intermediate (60%) Design	Tue 9/9/25	Mon 11/17/25	50 days		168														
150	Develop Drawings and Specs	Tue 9/9/25	Mon 10/13/25	25 days	91	151														
151	Engineering Pencils down	Tue 10/14/25	Tue 10/14/25	1 day	150	152FS+1 da														
152	BIM pencils Down	Thu 10/16/25	Thu 10/16/25	1 day	151FS+1 day	153														
153	QC set production	Fri 10/17/25	Fri 10/17/25	1 day	152	129,154														
154	Internal QA/QC	Mon 10/20/2	Wed 10/29/25	8 days	153	131,155,16														

Attachment B
WS9 PFAS Treatment Design Schedule

ID	Task Name	Start	Finish	Rem. Dur.	Predecessors	Successors	Sep	4th Quarter	Nov	Dec	1st Quarter	Feb	Mar	2nd Quarter	May	Jun	3rd Quarter
								Oct			Jan			Apr			Jul
155	Address Comments	Thu 10/30/25	Wed 11/12/25	10 days	154	138,144FS+											
156	Engineering Pencils down	Wed 11/12/25	Wed 11/12/25	0 days	155	157FS+1 da			◆ 11/12								
157	BIM pencils Down	Fri 11/14/25	Fri 11/14/25	1 day	156FS+1 day	158											
158	Internal backcheck	Mon 10/20/25	Thu 10/23/25	4 days	157	159											
159	Develop Submittal	Fri 10/24/25	Mon 10/27/25	2 days	158	161,160											
160	Submit Intermediate (60%) Design to City	Mon 10/27/25	Mon 10/27/25	0 days	159	167SS			◆ 10/27								
161	City Review	Tue 10/28/25	Mon 11/10/25	10 days	159	162SS+5 da											
162	60% Design Workshop	Mon 11/3/25	Mon 11/3/25	0 days	161SS+5 days				◆ 11/3								
163	Finalize Plan to Address Comments	Tue 11/11/25	Mon 11/17/25	5 days	161	169											
164	Phase 620: Draft Construction Cost Estimate (Intermediate Design)	Thu 10/30/25	Tue 11/18/25	14 days													
165	Develop Cost Estimate	Thu 10/30/25	Thu 11/6/25	6 days	154	166											
166	Internal Review of Cost Estimate	Fri 11/7/25	Tue 11/18/25	8 days	165	167											
167	Submit Cost Estimate	Tue 11/18/25	Tue 11/18/25	0 days	160SS,166				◆ 11/18								
168	Phase 630: Final (90%) Design	Tue 11/18/25	Wed 2/11/26	62 days	149												
169	Develop Drawings	Tue 11/18/25	Mon 12/15/25	20 days	163	147,146,17											
170	Engineering Pencils down	Tue 12/16/25	Tue 12/16/25	1 day	169	171FS+1 da											
171	BIM pencils Down	Thu 12/18/25	Thu 12/18/25	1 day	170FS+1 day	172											
172	QC set production	Fri 12/19/25	Fri 12/19/25	1 day	171	173											
173	Break	Mon 12/22/25	Fri 1/2/26	10 days	172	174											
174	Internal QA/QC	Mon 1/5/26	Fri 1/9/26	5 days	173	175,184											
175	Address Comments	Mon 1/12/26	Wed 1/21/26	8 days	174	178,176											
176	Engineering Pencils down	Thu 1/22/26	Thu 1/22/26	1 day	175	177FS+1 da											
177	BIM pencils Down	Mon 1/26/26	Mon 1/26/26	1 day	176FS+1 day												
178	Develop Submittal	Thu 1/22/26	Fri 1/23/26	2 days	175	179,181SS+											
179	Submit Final (90%) Design to City	Fri 1/23/26	Fri 1/23/26	0 days	178	187SS,180											
180	City Review	Mon 1/26/26	Fri 2/6/26	10 days	179												
181	90% Design Workshop	Wed 1/28/26	Wed 1/28/26	0 days	178SS+5 days	182											
182	Finalize Plan to Address Comments	Thu 1/29/26	Wed 2/11/26	10 days	181	189											
183	Phase 640: 90% Cost Estimate	Mon 1/12/26	Wed 1/28/26	13 days													
184	Develop Cost Estimate	Mon 1/12/26	Mon 1/19/26	6 days	174	185											
185	Internal Review of Cost Estimate	Tue 1/20/26	Mon 1/26/26	5 days	184	187,186											
186	Revise Cost Estimate	Tue 1/27/26	Wed 1/28/26	2 days	185												
187	Submit Cost Estimate	Mon 1/26/26	Mon 1/26/26	0 days	179SS,185												
188	Phase 650: Bid and Construction Documents (100%)	Thu 2/12/26	Wed 6/3/26	80 days		197											
189	Address 90% Design Comments	Thu 2/12/26	Wed 3/4/26	15 days	182	190											
190	Final Internal QA/QC	Thu 3/5/26	Wed 3/11/26	5 days	189	191											
191	Address QA/QC	Thu 3/12/26	Wed 3/18/26	5 days	190	192											
192	Compile Submittal	Thu 3/19/26	Wed 4/1/26	10 days	191	193,194,19											
193	City Review	Thu 4/2/26	Mon 4/20/26	13 days	192	201,196											
194	Submit to DOH Review	Thu 4/2/26	Wed 6/3/26	45 days	192												
195	DOH SRF Compliance Review	Thu 4/2/26	Wed 4/15/26	10 days	192												
196	Stamp and Complile Bid Docs	Tue 4/21/26	Mon 5/4/26	10 days	193	198FS+20 c											

Attachment B

WS9 PFAS Treatment Design Schedule

ID	Task Name	Start	Finish	Rem. Dur.	Predecessors	Successors	Sep	4th Quarter	Nov	Dec	1st Quarter	Feb	Mar	2nd Quarter	May	Jun	3rd Quarter
								Oct			Jan			Apr			Jul
197	Phase 660: Bid Support	Thu 6/4/26	Mon 7/27/26	38 days	188												
198	Bid Advertisement	Thu 6/4/26	Thu 6/4/26	1 day	196FS+20 day	199											
199	Bid Period	Fri 6/5/26	Mon 7/13/26	27 days	198	200											
200	Negotiation of Construction Contract	Tue 7/14/26	Mon 7/27/26	10 days	199	202											
201	Scope Phase 3	Tue 4/21/26	Mon 7/13/26	60 days	193												
202	Phase 3: Services During Construction	Tue 7/28/26	Mon 9/20/27	300 days	200												

Brown and Caldwell
Budget

			Lynn Stephens	Brianny Bax	Kelly Kimball	Jeanie Stultz	Tony Actis	Michelle Magana	Kyle Hay	Bill Persich	Tina Rossion	Zack Schorr	Natalie Chow	Jacob Faust	Eric Stiles	Jim Cook	Nita Mobdith	Bambang Nusuwito	Marc Masonville	Linea Lubke	Alex Short	Dan Jackson	Karen Brinker	Chadwick Johnson	Savannah Wujasyk	Tom Lemon	Dan Clayton	Joe Reardon	Jay Hesby	Jon Harper	Ashraf Qadan	Stevanie Solari
Phase	Task	Phase Description	PM	Project Analyst	PIC	Project Engineer	Design Manager	Design Coordinator	RFAS SME	QA/QC Lead	Senior Civil Eng	Senior Storm	Civil/Storm Lead	Civil QC	Designer	Electrical Lead/ I&C QC	Electrical	CAD	Electrical QC	I&C Lead	I&C	Designer	Senior Proc Mech	Proc Mech Lead	Proc Mech	Designer	Hydraulics QC	Hydraulics	Proc Mech QC	Structural QA/QC	Structural Lead	Structural Support
Phase 2			\$ 330.00	\$ 135.00	\$ 344.00	\$ 234.00	\$ 234.00	\$ 113.00	\$ 273.00	\$ 344.00	\$ 234.00	\$ 273.00	\$ 181.00	\$ 273.00	\$ 203.00	\$ 273.00	\$ 156.00	\$ 156.00	\$ 330.00	\$ 330.00	\$ 234.00	\$ 156.00	\$ 234.00	\$ 203.00	\$ 135.00	\$ 203.00	\$ 344.00	\$ 234.00	\$ 344.00	\$ 330.00	\$ 234.00	\$ 156.00
120		Project Management	216	101	7	186	91	0	0	0	0	0	8	0	0	8	0	0	0	8	0	0	8	24	0	0	0	8	0	0	0	0
121		Phase 2 Client Meetings	66		2	66	31	0	0	0	0	0	8	0	0	8	0	0	0	8	0	0	8	24	0	0	0	8	0	0	0	0
122		Phase 2 On-going Project Management	150	101	5	120	60																									
220		Phase 2 Geotechnical Support	6	0	0	4	6	0	0	0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	6	0
221		Geotechnical Exploration and Review of Design	2			2	4	8		2	0	4	4																2	4		
222		Geotechnical Coordination	4			2	2																							2	2	
440		Project Engineering Report (PER) Update	32	0	0	12	12	8	8	2	0	0	8	2	0	8	8	0	2	8	0	0	4	24	12	0	0	4	4	4	8	0
441		Project Engineering Report Finalization	8			8	8	4					8			8	8				8	0	4	20	12			4	4	8		
442		Final PER for DOH	8			4	4	4																4								
443		QA/QC	16						8					2					2									4				
520		Phase 2 Permitting & Public Outreach	158	0	0	84	12	0	0	0	44	42	194	0	44	60	52	32	0	0	0	0	0	20	16	0	0	0	0	0	0	0
521		Funding Compliance	12																													
522		Phase 2 Final SEPA	16			8					8	2	8												8							
523		Phase 2 Land Use and Other Permitting	94			52	10				36	40	186		44	58	52	32							16							
524		DOH Engagement and Coordination	16			8	2									2																
525		Public Outreach and Rendering	20			16																										
610		Intermediate (50%) Design	104	0	0	82	158	54	0	0	61	46	144	25	282	195	205	108	0	103	157	89	161	268	384	245	0	214	26	25	177	0
601		Design and BIM Management Coordination	40			24	64	38							8										32	16			26			
602		Internal Meetings	18			12	24	12			4	4	12		8	24	24	12		12	2	8	32	56	32	8		56			20	
603		Process Mechanical	8			20	20																121	146	348	221		150	26			
604		Civil	4				4				57	40	120	25	186															24	147	
605		Electrical														163	181	96														
606		Instrumentation and Controls																		83	155	81										
607		Building Mechanical																														
608		General and Div 00/01	8			12		4				2	4												4					1	2	
609		Landscape Architectural																														
610		SRF Compliance for Specifications	8			8	16																		12							
611		External Meetings/Workshops	18			18	18						8			8				8			8	18	4			8			8	
620		Intermediate Design Submittal, QA/QC and Cost Estimating	20	0	0	16	30	20	0	24	0	10	2	16	4	18	0	4	16	2	0	4	2	10	0	4	8	2	16	20	2	0
621		Intermediate Design Submittal	8			4	16	12							4			4					4		4							
622		Cost Estimating	4			8	6					2	2			2				2			2	6				2			2	
623		Quality Assurance/Quality Review	8			4	8			24		8		16		16			16								8		16	20		
630		Final Design (90%)	76	0	0	62	106	38	0	0	46	42	108	0	143	154	153	99	0	87	113	67	118	288	259	183	0	144	22	27	139	12
601		Design and BIM Management Coordination	24			12	36	26							8									24	12						4	
602		Internal Meetings	18			12	24	12			4	4	12			12		12		12		8	24	42	24	8		42	4	4	12	4
603		Process Mechanical	8			20	20																86	200	231	163		94	18			
604		Civil									42	38	84		135															19	115	8
605		Structural																														
606		Electrical														126	151	87														
607		Instrumentation and Controls																		69	113	59										
608		Building Mechanical																														
609		General and Div 00/01	8			8							4												4					4	4	
610		Landscape Architectural																														
611		SRF Compliance for Specifications														8	2			2												
612		External Meetings/Workshops	18			18	18						8			8				4			8	18	4			8			4	
640		Final Design Submittal, QA/QC and Cost Estimating	24	0	0	36	46	16	0	16	0	10	2	8	4	18	0	4	16	0	0	4	0	8	0	4	8	2	16	20	2	0
641		Final Design Submittal	12			24	32	12							4			4					4		4		4					
642		Cost Estimating	4			8	6					2	2			2								4				2			2	
643		Quality Assurance/Quality Review	8			4	8	4		16		8		8		16			16								8		16	20		
650		Bid and Construction Documents (100%)	24	0	0	8	52	30	0	0	4	12	16	0	25	70	73	44	0	50	43	79	13	63	39	23	0	14	5	11	21	0
601		Design and BIM Management Coordination	10			2	40	26				4	4		8	4	4	4	4	4		20		12	8	4		4	2			
602		Internal Meetings	6			6	6	4							4	4		4	4	4			4	8	4			4	4		4	
603		Process Mechanical																					9	39	27	19		6	1			
604		Civil									4	8	12		17															10	15	
605		Structural																														
606		Electrical														60	69	36														
607		Instrumentation and Controls																		42	43	59										
608		Building Mechanical																														
609		General and Div 00/01	4				6									2									4					1	2	
610		Landscape Architectural																														
611		SRF Compliance for Specifications	4																													
660		Bid and Construction Documents Submittal, QA/QC	18	0	0	12	28	20	0	0	0	8	0	4	8	4	0	8	0	4	0	8	0	8	0	8	0	0	0	4	0	0
661		Permitting and IFB Submittals	6			4	16	16							8			8						4		8						
662		Cost Estimating	4			4	4																									
663		Quality Assurance/Quality Review	8			4	8	4				8		4		4								4						4		
670		Bid Support	24	0	0	18	12	16	0	0	0	8	8	0	4	4	6	0	0	4	6	0	0	16	4	0	0	8	0	4	4	0</



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101850
WATER STATION 9 PFAS TREATMENT SYSTEM DESIGN**

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the “City”) and Brown and Caldwell a corporation entity organized under the laws of the State of Oregon (the “Contractor”). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered RFQ 56-24 (the “Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,332,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each phase, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each phase. 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 phase. 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 phase. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the phase is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 February 15, 2025 and continues until February 14, 2026. The Parties may agree in writing to renew the Agreement up to four additional years. However, the total term, including any renewal(s), shall not exceed five 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 31 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 72 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

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 reasonable attorney's fees and consulting fees arising from (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	
	\$2,000,000
V. Professional Liability	

Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000
--	-------------

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor’s General Liability insurance must be on an “occurrence” basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement – For policies in I, II and IV above, the City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

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. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Kelly Kimball

Brown and Caldwell

6500 S Macadam Ave

Portland, OR 97239

Email: kkimball@brwncald.com

Either Party may update its address for notice by giving written notice to the other Party.

29. 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.

30. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

32. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

34. 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.

35. 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.

36. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. 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.

38. 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

Signed by:

C084EA446CF9483...

Lon Pluckhahn, City Manager

2/10/2025

Date

Attest:

DocuSigned by:

493E940414AE4BD...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

A17C6F7FA2AC4D4...

Nena Cook, Interim City Attorney

CONTRACTOR:

Brown and Caldwell

DocuSigned by:

DF974EBC46F64B2...

Signature

Kelly Kimball

Principal-In-Charge

Printed Name /Title

2/4/2025

Date



Exhibit A Scope of Work

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

Water Station 9 PFAS Treatment System Design Project

City of Vancouver

Phase 1 Scope of Work

January 8, 2024

Project Overview

Per- and polyfluoroalkyl substances (PFAS) are present in the groundwater at Water Station 9 (WS-9) and the City of Vancouver (City) needs to comply with the Environmental Protection Agency's (EPA) PFAS maximum contaminant level (MCL) for drinking water. The City has tasked Brown and Caldwell (BC) to provide professional engineering services to design a PFAS water treatment system at WS-9 located at the Burton Water Works Park at the intersection of NE 39th Street and NE 145th Ave, in Vancouver, Washington. This scope of work describes BC ("Consultant") and the City activities that will occur during the WS-9 PFAS Treatment System Design Project ("Project") for treatment of PFAS in the City's groundwater wells at WS-9. BC will subcontract with Shannon & Wilson for geotechnical, Greenworks for landscape architecture, MWA Architects for architecture (as needed), Emerio for surveying, and ESA for permitting support.

Background

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

WS-9 is a critical water facility and is one of the most productive water sources for the City. The site is on a 14.31-acre parcel and contains five groundwater wells with a combined capacity of 9,800 gpm. The existing water right at WS-9 is 10,872 gpm.

Water Station 9 consists of the following major components:

- 5 groundwater wells with vertical turbine pumps
- Booster pump station with 10 pumps
- On-site sodium hypochlorite generation (OSHG) system for disinfectant residual
- Fluoride dosing equipment
- 7.0 MG ground level reservoir
- Standby generators

Raw water from the five wells flows through two flowmeters: Wells 3, 4 and 5 are piped to one flowmeter and Wells 6 and 7 are piped to another. Raw water is then piped to a single transmission



main, receives sodium hypochlorite, is fluoridated with sodium fluoride, and flows to the 7.0 MG ground level reservoir. Water is then pumped from the reservoir to the Heights High Pressure Zone. A summary of the WS-9 wells capacities are included below in Table 1.

Table 1: Summary of WS-9 Well Capacities	
Well	Capacity
3	1,600
4	800
5	2,600
6	2,400
7	2,400
Total	9,800

The booster pump station at WS-9 consists of 10 split-case centrifugal constant speed pumps that draw water from a clearwell beneath the current treatment building. The total booster pump capacity is 20,000 gpm (2,000 gpm per pump).

PFAS were first detected in the groundwater at WS-9 in 2021. In 2022, the City hired BC to complete a high-level treatment system conceptual layout and cost estimate to understand the feasibility and cost of adding PFAS treatment at WS-9. The City also completed rapid small-scale column tests (RSSCT) and a pilot test to identify design criteria for full-scale PFAS treatment systems, and the most effective filter media for PFAS removal. The results from these tests will be used to inform the proposed upgrades at WS-9.

Approach

BC will complete the project in three phases:

- Phase 1: Preliminary Design
- Phase 2: Final Design
- Phase 3: Services During Construction

City decisions on treatment approach and necessary design upgrades in Phase 1 will inform the scope of work for Phases 2 and 3. The first phase of the project will include the survey, site evaluation, preliminary design, initial permitting tasks including the assessment of the cultural review, land use pre-application, funding support, and public outreach.

BC will meet with the City early on to understand the current and potential funding sources for WS-9 and outline the compliance requirements and considerations to proactively mitigate potential roadblocks. BC will act in a support role to help the City to seek funding opportunities. The City's approach to securing funding involves evaluating and applying for DOH DWSRF and EPA WIFIA funding. The City has applied for DWSRF and BC is supporting a letter of interest for WIFIA funding under a separate project.

BC has gained knowledge of the City's design preferences through the PFAS treatment design project for Water Station 14 (WS-14) and the Design Standards TM that BC developed for the City. BC will use insights from this previous work to streamline preliminary design and continue developing the City's

PFAS design framework. This effort will provide the basis for selecting the treatment technology and solidify needs around pre-purchasing to inform Phase 2.

Some of the additional key decisions include confirmation of treatment selection and siting evaluation, capacity analysis, early procurement evaluation, ancillary improvements that may be needed, and method for discharge of rinse water. These decisions will be made in the Treatment Selection and Siting Workshop, Capacity and Other Upgrades Meeting, and Early Procurement Meeting. As a part of the meetings, BC will conduct an alternatives analysis that looks at trade-offs and impacts of the design decisions. Once these decisions are made, sizing criteria will be established and the rationale for the decisions will be documented in a Project Engineering Report (PER), including expectations for code requirements. BC will then advance the preliminary design deliverables (30% design level) including the Preliminary Drawings and a Class 4 cost estimate under Phase 1.

Phase 2 of the project will include the detailed design and final design efforts to develop construction documents, which are estimated to take approximately 8 months based on the design elements listed in this scope of work. Additional design elements could be realized through the preliminary design that may change this assumption and the subsequent project schedule. Phase 2 will involve development of the 60 percent design submittal, land use approval package, and 90 percent design submittal, followed by preparation of the 100 percent and final bid documents. BC will also provide bid support.

Phase 3 will include construction and commissioning services including services during construction (SDC) support and on-site construction management and commissioning and start-up support.

Scope of Work Summary and Work Breakdown Structure

The BC Team's scope of services for the WS-9 PFAS Treatment System Design Project is divided into the following phases and tasks:

Table 2: WS-9 PFAS Project Design Tasks		
Phase 1 – Preliminary Design		
Phase 110	Phase 1 Project Management	
	Task 111	Phase 1 Client Meetings
	Task 112	Phase 1 On-going Project Management
Phase 210	Phase 1 Site Assessment	
	Task 211	Survey and Basemap Preparation
	Task 212	Geotechnical Investigation
	Task 213	Review Site Background Information
Phase 310	Conceptual Design	
	Task 311	Treatment Selection and Siting Evaluation
	Task 312	Capacity Analysis and Ancillary Upgrades
	Task 313	Rinse Water Discharge Evaluation
	Task 314	Early Procurement Evaluation
Phase 410	Project Engineering Report (PER)	
	Task 411	Develop Draft PER
	Task 412	Draft PER for DOH

Table 2: WS-9 PFAS Project Design Tasks		
	Task 413	QA/QC
Phase 420	Preliminary Design Drawings and Specifications	
	Task 421	Internal Team Meetings and Design Management
	Task 422	Civil
	Task 423	Landscape
	Task 424	Architectural
	Task 425	Structural
	Task 426	Process/Process-Mechanical
	Task 427	Electrical
	Task 428	Instrumentation and Controls
	Task 429	External meetings
Phase 430	Preliminary Design Submittal, QA/QC, and Cost Estimating	
	Task 431	Preliminary Design Submittal
	Task 432	Cost Estimating
	Task 433	Preliminary Design QA/QC
Phase 510	Permitting & Public Outreach	
	Task 511	Funding Compliance
	Task 512	SEPA
	Task 513	Land Use
	Task 514	Community Outreach
	Task 515	DOH Engagement and Coordination
Phase 810	Phase 1 Unanticipated Services	
	Task 811	Phase 1 Unanticipated Services

This scope of services and level of effort includes the Phase 1 tasks only. Phase 2 will be scoped during Phase 1. This scope, schedule, and budget are expressly developed for the completion of the deliverables summarized herein for Phase 1. We have assumed input and support from City staff and that relevant information and data will be provided by the City. Professional services that may be required beyond this scope may require an amendment. Phase 810 is included to cover unanticipated services for Phase 1.

Phase 1: Preliminary Design

Phase 1 of the project includes the site assessment, conceptual design, PER, preliminary design, initial permitting, and public outreach as detailed in the following phases and tasks:

Phase 110: Project Management

This phase covers project management for Phase 1 efforts.

Tasks 111: Phase 1 Client Meetings

Activities: project kick-off and external PM meetings

Assumptions:

- A project kick-off meeting will be held, in hybrid format with in-person and virtual attendees, for 1.5 hours. The kick-off meeting will also be used to confirm fundamental design criteria and standards to accelerate schedule. Project kick-off is anticipated to be attended by Project Manager (PM), Deputy PM, Design Manager, Process-Mechanical Engineer, two Civil Engineers, Electrical Engineer, I&C Engineer, and Structural Engineer. At the project kick-off, the following foundational decisions will be verified:
 - Design criteria for the two media options
 - No building
 - Level of automation
 - Boom lift for access
- Key staff from the site assessment team will visit the site for the project kick-off.
- External PM meetings will be virtual and will occur weekly with a duration of 60 minutes, attended by 2 consultant staff. Additional time for meeting prep and circulation of post-meeting materials, as necessary, is included in this task budget.

Meetings:

- External project kick-off meeting and site visit
- Weekly virtual PM calls for duration of this phase (not to exceed 5 months). Preliminary design is anticipated to be delivered in 4 months.

City Responsibilities:

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

Deliverables:

- Brief meeting agendas

Tasks 112: Phase 1 Project Management

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

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

City Responsibilities:

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

Deliverables:

- Monthly progress reports and invoices
- Project schedule

Phase 210: Site Assessment

Task 211: Survey and Basemap Preparation

Activities: The following activities will be performed by survey subconsultant Emerio Design LLC.

- Provide prioritized needs for survey effort.
- Complete survey to prepare a basemap for the treatment improvements with horizontal and vertical datum
- Survey to include:
 - Existing buildings exterior and roof overhangs
 - Property boundaries and easement boundaries, with information on the owner of each property and easement in favor of
 - Location and limits of all at-grade features, including but not limited to paved areas, curbs and gutters, fences, walls, outside structures, and vegetation
 - Spot elevations and contours of existing grade and existing features
 - Location of existing site underground utilities
 - Electrical and communications lines
 - Location of existing utilities in the right-of-way
 - To support additional sewer connection, NE 145th St. frontage including ground elevations, sidewalk, existing utilities and manholes, light poles, hydrants, fencing, and meters
 - To support entrance, ground elevations and existing utilities and manholes
 - DTM/TIN surface with elevations

- Existing trees 6" diameter breast height (DBH) and greater on City property and trees on adjacent properties where canopy overhangs City property and root zone could be impacted by improvements
- An allowance is included for potholing of critical water utilities on the site
- Survey location and elevation of geotechnical borings and cultural exploration locations in a separate trip
- Coordinate with other utilities for locates if there are other non-City owned utilities in an easement through the site

Assumptions:

- BC will use the subconsultant to conduct the site survey.

Deliverables:

- BC to develop site survey basemap in Civil 3D format for incorporation into the design.

Task 212: Geotechnical Investigation**Activities:**

- Review existing soils data and develop an exploration layout for up to two borings, two test pits for infiltration testing, and two shallow Dynamic Cone Penetrometers for pavement design.
- Develop site exploration plan for DOH SRF funding.
- Perform infiltration testing in the two test pits. The infiltration testing will be conducted in general accordance with the Small-Scale Pilot Infiltration Test procedure described in Appendix I-C of the 2021 Clark County Stormwater Manual.
- Develop a laboratory testing program based on the results of the geotechnical borings and test pits. For planning purposes we assume up to 8 grain size analyses, 4 Atterberg limits tests, and corrosion testing on two samples (DIPRA plus chlorides).
- Install a vibrating wire piezometer and one data logger to monitor groundwater levels for up to 6 months. Data will be collected from the data logger on two occasions.
- Perform geotechnical analysis and provide recommendations to support:
 - Foundations including both shallow and deep foundations (if required)
 - Meter vault subgrade/backfill/shoring/lateral earth pressures (including traffic surcharge pressures)/conceptual dewatering alternatives
 - Pipe bedding/backfill/conceptual shoring and dewatering alternatives
 - Pavement
 - Unfactored infiltration rates of soil
- Prepare a geotechnical data report (GDR) containing the boring logs and results of the laboratory testing.
- Evaluate the seismic hazards including the seismic site class, liquefaction potential to the depth explored, and lateral spread, and potential for surface fault rupture.

- Prepare a geotechnical engineering report (GER) containing the results of our geotechnical analyses to support design development and the City's permitting process.
- Review of geotechnical related plans and specs.

Assumptions:

- No contamination will be encountered, and soils can be disposed of at site that accepts clean fill.
- Test pits will be backfilled with soils from the excavation using minimal compaction.
- A 275-gallon water tank will be used to complete the infiltration testing. An on-site water source will be available to use to support the infiltration testing and drilling at no expense to subconsultant.
- Two borings will be advanced to maximum depths of 45 to 75 below ground surface or practical refusal using mud-rotary drilling techniques.
- Traffic loads will be provided by others for pavement design.
- Structures will have a period of less than 0.5 seconds, and Shannon & Wilson will provide a code-based design spectrum. No site-specific design spectrum will be required.
- If liquefaction is identified as a potential hazard, conceptual mitigation strategies will be provided and recommendations for shallow and deep foundations (if required). A discussion of conceptual ground improvement options can be provided, but our scope does not include final design of ground improvement systems.
- Dewatering and shoring evaluations will be conceptual in nature and the final design will be performed by the construction contractor and design professionals retained by the contractor.
- The City will support utility locates in terms of site access and utility communications. Any utility plan drawings shall be provided by the City prior to commencement of our exploration program.
- The City of Vancouver will provide access to the site and any permit fees required by drilling will be paid by others.
- New structures will not be buried greater than 10 feet in depth.

Deliverables:

- GDR, Draft
- GER, Draft

Task 213: Review Site Background Information**Activities:**

- Collect and review background information:
 - City will provide best available existing site plans which include the electrical service location and other utilities, and data communication.
 - Record drawings for existing WS-9 facilities for all design disciplines
 - Buried utility maps
 - Existing supervisory control and data acquisition (SCADA) communication infrastructure
 - Pump curves for installed pumps
 - Water quality data for WS-9. The City will collect additional samples ahead of this task to confirm design criteria for new PFAS treatment system and potential OSHG improvements.
 - Existing on-site sodium hypochlorite generation system and fluoride dosing system design information
 - Existing Geotechnical Report(s)

Assumptions:

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

Phase 310: Conceptual Design

BC will prioritize key decisions in the conceptual design development for City consensus based on experience at WS-14. This will include targeted evaluations for treatment train selection and siting, capacity analysis, and pre-purchase evaluation. Outcomes will be further documented in the PER.

Task 311: Treatment Selection and Siting Evaluation

The City elected for GAC media with the flexibility to switch to IX media in the future at WS-14 and WS-4. This effort is to confirm whether the same approach should be pursued related to treatment selection.

Activities:

- **Treatment technology selection.** Present considerations for GAC vs. IX media for WS-9. Specific considerations that are unique to WS-9 will be considered, such as the available site space, hydraulic considerations, and number of treatment vessels required.
- **Treatment location within existing process.** Present two options to place PFAS treatment after the raw water pumps or after the booster pumps, including preliminary process flow diagrams (PFDs), and the trade-offs between these two options.
- **Treatment location on the site.** Complete early siting evaluation to present two different options for PFAS treatment for review and feedback.
- **Pretreatment.** Prefiltration is required for IX, but may not be required with GAC based on BC's preliminary reviews of water quality, historical sanding, and guidance from GAC media providers. Review additional water quality testing and evaluate the need for prefiltration based on the other additional decisions for treatment selection. The required space and access for prefiltration will be determined.
- **Rinse Water Storage.** City preference for one or two rinse water tanks will be discussed in the context of the treatment selection and start-up considerations. This decision may be decided at a later meeting.

BC will lead an in-person Treatment Selection and Sizing Workshop and hold a follow-up virtual call if there are any decisions that still need to be informed/decided.

Assumptions:

- BC will present the options at the Treatment Selection and Sizing Workshop via a PowerPoint presentation one week in advance of the meeting. No technical memorandums (TM) will be developed.
- Architectural: it is assumed that vessels and electrical equipment will be located outside and there will be no new building allowance for additional storage, lab sink, and/or office space, etc.
- Treatment Selection and Siting Workshop will last 2.5 hours in person. A second virtual meeting will be held if there is more information necessary to make an informed decision. Both meetings will be attended by 5 consultant staff.
- Any conceptual layouts will be markups of existing site plan in Bluebeam, prepared in PDF format, and presented during the meeting.

Deliverables:

- Treatment Selection and Siting Presentation (1 week ahead of meeting)
- Treatment Selection and Siting Workshop (in-person)
- Second Treatment Selection and Sizing Meeting (potential – virtual)
- Meeting minutes documenting key decisions for each meeting

Task 312: Capacity Analysis and Ancillary Upgrades

Activities: This task will identify any current or future actions necessary to support the operation of the PFAS treatment system and meet the City's production goals. This will involve the following activities:

- Provide design recommendations for modifications, assess their criticality for immediate implementation within the project, or determine if they can be deferred as a capital improvement project
- Chemical dosing analysis: confirm need to relocate existing chlorine and fluoride injection points. Determine if existing chlorine chemical dosing location could be leveraged for perchlorinating to reduce biological fouling.
- OSHG system upgrades: based on findings of analysis, site visit, condition assessment, and feedback from the City, determine need of implementing reverse osmosis (RO) pre-treatment upstream of the OSHG system and if major components of the existing OSHG should be replaced or upgraded.
- Hydraulic Assessment: Both GAC and IX technologies will remove PFAS, but these technologies add hydraulic losses. This task will involve the following activities:
 - Update BC Fathom hydraulic modeling completed as a part of the PFAS Treatment Feasibility Study and WS-14 to confirm that the current well pumps need to be upgraded (four of five well pumps were estimated to need upgrades).
 - Media Backwash/Flushing Design: Treatment media cleaning is an important consideration for either GAC or IX design. The existing distribution system pressure can be used as the supply to either backwash (GAC) or forward flush (IX). For GAC systems, the backwash design is an important consideration. This task will involve the following:
 - Evaluate system pressure to determine feasibility of backwash supply from system pressure or if additional pumping capacity and storage volumes are needed.
- Booster Pumps: Assess condition of existing booster pump station and the potential for improvements and upgrades.
- Stormwater: Identify low-maintenance system for site drainage management, in alignment with the City preferences for best management practices (BMPs), that can accommodate new structure runoff based on infiltration results and soils evaluation completed during the site assessment phase.
- Site Improvements: Present site improvement upgrade alternatives for truck access to WS-9 from NE 39th street. Discuss the City's preferred layout to access key facilities throughout the site.
- Electrical: Assess if the new loads, as defined by the process mechanical improvements defined above, can be supported by existing standby generators or if upgrades are required. Confirm if overall electrical system upgrades (normal utility power) are triggered by the process mechanical upgrades defined above.
- Control System Upgrades: Determine where upgrades are required (due to age, compatibility with recent WS-9 system upgrades, or to assist the City with standardization) to the existing control system. A component of the control system upgrade will include site security upgrades which shall

include access improvements as well as the addition of camera systems. These recommended upgrades will be discussed with the City and advanced to design stage, as requested by the City.

Assumptions:

- Cut sheets, electrical loads and one-line diagrams for existing equipment will be provided by the City.
- Two virtual, 2-hour meetings will be held and attended by up to 7 consultant staff.
- Any layouts and diagrams will be prepared/marked up using existing record drawings in Bluebeam PDF and presented at a planning level during the meeting.

Deliverables:

- Capacity Analysis and Ancillary Upgrades meeting agenda and minutes.
- Electrical, Instrumentation, and Control Workshop and meeting minutes.

Task 313: Rinse Water Discharge Evaluation

Activities: This task aims to determine the City's preferred approach for management and discharge of rinse water from the PFAS treatment system. The anticipated approach will be to design one or more rinse water tanks to settle solids and discharge to the City's sewer system. This task will involve the following activities:

- Review lessons learned and design standards established by WS-14 and WS-4.
- Evaluate rinse water storage, pretreatment, and pumping needs.
- Explore the option to discharge to stormwater through a WTP General Permit to discharge to an infiltration basin for surface dispersion
- Confirm infiltration basin feasibility based on site-specific soils evaluation. Task to be completed in tandem with Task 212.

Assumptions:

- Discharge location will be finalized in Phase 1.
- Two meetings will be held as virtual, 1-hour meetings, and attended by 5 consultant staff.
- If sewer discharge is preferred, a second meeting will be attended by a representative from the City sewer department that can provide feedback on the proposed design approach.

Deliverables:

- Two Rinse Water Discharge Design Meetings minutes and agendas

Task 314: Early Procurement Evaluation

Activities: This task will focus on supporting the City in evaluating pre-purchasing equipment based on lead times from equipment vendors and funding restrictions. This will involve the following activities:

- Develop equipment list with long lead times based on the findings from Tasks 311, 312, and 313.
- Assess if electrical service upgrades are required and develop upgrade plan with Clark Public Utilities (CPU) to minimize schedule impact.
- Evaluate pre-purchasing approaches, such as a separate bid package(s) or developing a master services agreement with a manufacturer that complies with funding requirements
- Coordinate with funding staff on compliance of pre-purchase options
- Assess benefits and risks of different approaches based on estimated equipment lead times, long-term standardization, and estimated contractor mark-up.
 - Team will assess specifically vessels, media, rinse water tank, electrical equipment, pumps and motors.

- Hold pre-purchasing meeting

Assumptions:

- Pre-purchasing meeting will be a virtual, 2-hour meeting, attended by 4 consultant staff.
- Meeting with CPU will be a virtual, 1-hour meeting, attended by 4 consultant staff.

Deliverables:

- Pre-purchasing Evaluation TM
- Preparatory materials and meeting minutes for the pre-purchasing meeting with the City and electrical service meeting with CPU.

Phase 410: Project Engineering Report (PER)

During this phase, BC will develop a PER for DOH approval. The PER document will serve as a basis of design, documenting the decisions in Phase 310.

Task 411: Develop Draft PER

Activities: The primary focus of this PER will be design documentation including the rationale for design decisions, including the following:

- An overall conceptual equipment layout on the site
- Preliminary construction sequencing plan for equipment installation
- Mechanical design criteria, including PFAS treatment system, rinse water handling, and piping and discussion of pumps and motors, piping and valves
- Structural design criteria, including codes and standards, design loads, seismic design requirements, safety factors, and materials.
- Electrical design criteria, including utility power supply, back-up power supply, site lighting, equipment, telemetry, and controls.
- Instrumentation and control (I&C) design criteria including level of automation, instruments and hardware, local and remote networking with existing SCADA.
- Site security improvements and subsequent design criteria.

Assumptions:

- The document and format will largely follow the PER submitted to the City and DOH for WS-14.
- PER meeting with City will be a virtual, 1-hour meeting.

Deliverables:

- PER, Draft for City Review
- PER discussion meeting agenda and minutes

Task 412: Draft PER for DOH

Activities:

- Address City comments on Draft PER
- Incorporate any changes from preliminary design document feedback from City

Assumptions:

- DOH meeting will be a virtual, 1-hour meeting.

Deliverables:

- PER, Draft for DOH Review
- DOH PER Discussion Meeting agenda and minutes

Task 413: QA/QC

Activities: Review PER and revisions by qualified, senior subject matter experts (SMEs).

Phase 420: Preliminary Design Drawings and Specifications

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

- Drawings will be prepared using BC CAD standards with the exception of the cover sheet. A combination of Revit and AutoCAD version 2023 will be used.
- Refer to Attachment A for a list of the anticipated Drawings to be provided with the Preliminary Design package.
- The City will provide a list of standard or preferred manufacturers for major equipment identified in Task 412.
- Each discipline lead will attend an internal kick-off meeting and select staff will complete a site visit (civil, process-mechanical, I&C/electrical, structural, and landscape architect) to capture information not previously covered in the kick-off meeting site-visit and to confirm design approach.
- List of anticipated specifications to be developed during Phase 2. Develop draft specifications for pressure vessel, treatment media, and major pump upgrades.

Preliminary Design Assumptions:

- A new building for the PFAS treatment equipment was not included for this preliminary design phase to reduce design and construction costs.
- Preliminary Design Review Workshop will be in a hybrid format, with in-person and virtual attendees, and last 2.5 hours for up to 10 Consultant staff.

Preliminary Design Deliverables:

- Preliminary design drawings
- Technical specifications table of contents
- Technical specification for pressure vessel, media, and major pump upgrades
- Preliminary Design Review Workshop

Task 421: Internal Team Meetings and Design Management Coordination**Activities:**

- Weekly internal Team Meetings
- Design Management and Coordination
- Building Information Modeling (BIM)/CAD Management and Coordination
 - Produce BIM Execution Plan (BxP) describing CAD and modeling goals
 - Set-up of drawing package general sheets, and coordination between designer leads.
 - Bi-weekly designer coordination meetings over 1.5 months
 - Modeling for placement of equipment layout for PFAS Facility.
 - 3D model development to facilitate internal design reviews, and presentation to the City.
- **Assumptions:**
- Internal kick-off meeting: 1 hour
- Up to 20, 1-hour internal weekly design team meetings

Task 422: Civil

Activities:

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

Assumptions:

- Preparation of technical specifications will not be provided.
- Preliminary plan for site landscaping to be coordinated between civil discipline and landscape architect
- Street improvements in the ROW, curb and gutter, a driveway, or pavement is not required.
- The new pollution generating surface will be over 5,000 square-feet and will therefore require a SWPPP, a drainage Technical Information Report, and stormwater treatment BMPs for site runoff.
- No changes to pedestrian and vehicular access to the existing buildings will be provided.

Task 423: Landscape

Activities:

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

Assumptions:

- Tree survey to include location and species of existing trees with 6" diameter breast high (DBH) and greater.
- Preparation of technical specifications will not be provided.
- Preliminary plan for site landscaping to be coordinated between civil discipline and landscape architect.

Task 424: Architectural

Activities:

- No activities are anticipated. Proposed equipment will be constructed outside or inside existing buildings.

Task 425: Structural

Activities:

- Review geotechnical findings under Task 213 as available
- Preliminary design of new concrete foundation slab for PFAS Treatment Area
- Preliminary design of new concrete foundation slab for two rinse water storage tanks

Assumptions:

- No building will be designed to house PFAS treatment equipment.

Task 426: Process/Process-Mechanical**Activities:**

- Develop treatment system design concept. The preliminary design drawings will be based on the decisions from Phase 310.
- Develop 3D model for the GAC or IX treatment system
- Chemical dosing: based on the findings from Task 320, potentially design reverse osmosis (RO) pretreatment upgrades for the OSHG system, relocate existing chlorine and fluoride injection points, and provide discussion and recommendations on perchlorinating to reduce biological fouling.
- Prepare bottom half of P&IDs.
- Advance equipment selection, sizing calculations, hydraulic modeling from conceptual design.
- Prepare process control narratives.
- Prepare preliminary process/mechanical drawings for the preliminary design submittal
- Prepare draft specifications for primary design elements including pump upgrades, pressure vessels, and media.

Assumptions:

- Distribution system can provide backwash flow, which will range from 400 to 1,200 gallons per minute (gpm), so no backwash pumps are required.
- District's asset numbering system used for WS-14 will be used on this project.
- Well pump upgrades for four well pumps are assumed. No upgrades for the booster pumps are included.
- No building mechanical or plumbing activities are anticipated in Phase 1.

Task 427: Electrical**Activities:**

- Review existing facility record drawings and electrical diagrams.
- Review electric utility service records.
- Conduct site visit to confirm power distribution systems for the existing WTP facilities and loads, and confirm existing one-lines, electrical equipment ratings and capacities, and demolition impacts.
- Provide code review of existing electrical system.
- Determine electrical requirements for new PFAS Treatment system, potential OSHG improvements, and potential pump upgrades. Determine best way to power new and existing equipment and advise on recommended improvements.
- Determine if existing backup generators are adequate to support the additional loads.
- Determine if existing electrical services are adequate to support the additional loads.
- Develop preliminary design criteria for electrical as part of PER.
- Develop preliminary electrical one-line drawing.

Assumptions:

- No electrical power system modeling or coordination/arc flash studies are included as part of this electrical scope.
- Existing utility maximum demand meter readings obtained from the City power utility for the prior 24 months will be provided to the consultant by the City. In addition, 30-day, demand meters may be requested to be installed on existing electrical distribution equipment, as determined by the consultant during preliminary design, and installed by the City's electrician.
- A preliminary site and lighting plan will be provided.
- No sound modeling will be performed in Phase 1 of this scope of work. If the generator requires replacement, then sound modeling will be incorporated into Phase 2.
- The site has two generators: one for the well pumps and one for the booster pumps.
- The site has three electrical services: two for the well pumps and one for the booster pumps.

Task 428: Instrumentation & Controls**Activities:**

- Determine any City preference for instrumentation and controls (I&C) as part of the PER and prepare specification sections required for Phase 2.
- Determine communication requirements for PFAS system to interface with City's existing SCADA system as part of developing preliminary SCADA communication network drawing.
- Develop preliminary design criteria for I&C and confirm what will be automated versus manual as part of the PER.
- Determine location of PFAS treatment control system as part of developing preliminary SCADA communication network drawing.
- Determine City's preferences for site security and remote monitoring as part of the PER and prepare specification sections and network drawing if required for Phase 2.
- Develop preliminary SCADA communication network drawing
- Develop preliminary process control descriptions as part of the PER and further detail as a specification section in Phase 2.
- Develop preliminary P&IDs for PFAS treatment system.

Assumptions:

- No SCADA integration programming work is envisioned for this project. The City will leverage their local system integrator for all programming and graphic development.
- Not all P&IDs will be in Phase 1. Phase 1 will target preliminary P&IDs that are required by Process/Process-Mechanical. The electrical interconnection from field device to SCADA will not be shown until Phase 2.
- PFAS Treatment control system will be PLC based on Siemens and may be a standalone PLC similar to previous projects (WS14) with networking into the site existing control system.
- Workshops will be a virtual, 1-hour meeting, attended by 3 consultant staff.
- Development of a site security network diagram if required will be provided as part of drawings for Phase 2.

Task 429: External Meetings

Activities:

- BC will facilitate a 2.5-hour workshop to discuss design progression with the City. The meeting will be held in-person with some team members attending virtually.
- BC will hold an asset naming convention and P&ID meeting that will be a virtual, 1-hour meeting, attended by 4 consultant staff.

Assumptions:

- Workshop attendees from BC will include 5 BC staff.
- An Asset Naming/P&ID virtual meeting will include 4 BC staff.
- A total of twenty-four (24) additional hours has been assumed for various discipline leads for meeting participation on an as-needed basis.

Deliverables:

- Preliminary Design Workshop agenda and minutes
- Asset Naming/P&ID Meeting agenda and minutes

Phase 430: Preliminary Design Submittal and Cost Estimating

Task 431: Preliminary Submittal Development

Activities:

- Prepare submittal package for City review

Assumptions:

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

Deliverables:

- Preliminary Design Documents as defined in Attachment A
- Comment response log to preliminary design comments from the City
- Phase 2 scope of work, schedule, and budget

Task 432: Preliminary Cost Estimate

Activities:

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

Assumptions:

- BC will use preliminary equipment quotes where available for major equipment.

Deliverables:

- Class 4 Opinion of Probable Construction Cost and Basis of Estimate Memo

Task 433: QA/QC

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

Activities:

- Senior review of preliminary design package

Phase 510: Permitting and Outreach

This phase will support the land use permitting, funding compliance, and community engagement.

Task 511: Funding Compliance

Activities:

- Support City staff as requested to obtain funding and meet funding requirements through sources such as the Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) and Department of Health (DOH) Drinking Water State Revolving Fund (DWSRF).
- If the decision is to move forward with some type of pre-purchase agreement, the City may need to confirm documentation requirements, integration of federal requirements into any pre-purchasing approaches and if sole sourced, identify what will be required to keep eligible. BC is available to support the pre-purchase agreement as requested.

Assumptions:

- Funding assistance effort to be not greater than 40 hours
- BC will act in a supporting role for City staff
- Support meetings with funding agencies

Deliverables:

- Funding meetings' presentation and meeting minutes.

Task 512: Permitting Matrix and SEPA

Washington's State Environmental Policy Act (SEPA) (RCW 43.21) requires local and state agencies to consider possible environmental impacts in their decision-making processes. A SEPA determination on whether environmental impacts are significant must be made by the City of Vancouver Community Development Department prior to issuing permits for the project, and that determination is also needed in order for WADOH to complete its environmental review for State Revolving Fund funding.

The following outlines a scope for ESA to complete a Draft SEPA Environmental Checklist during Phase 1 of the WS9 PFAS treatment project, based on the preliminary design. This would help ensure that the required environmental considerations are addressed in the preliminary design phase. A Final SEPA Checklist and SEPA Determination would be completed in Phase 2, as design detail advances and in support of the permitting process in Phase 2.

Activities:

- Complete background research and identify the necessary project permits through communication with state and City of Vancouver permit contacts.
- Develop a draft permitting matrix that summarizes the project project's applicable state and local environmental and land use permit requirements, permit triggers, key scheduling

milestones, submittal requirements, permitting contacts, and recommended timing of submittals.

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

Assumptions:

- The duration of Phase I of the project is anticipated to be 5 months.
- No wetlands or streams are assumed to be on site. No field investigations or site visits are included in this scope.
- No additional traffic studies or counts will be conducted as part of preparing the SEPA Checklist documentation.
- The SEPA Environmental Checklist will be finalized in Phase 2 of the project, when design is advanced to a level suitable for permit application submittals. Comments received from the City of Vancouver will be addressed in the Final SEPA Environmental Checklist in Phase 2.
- The City will prepare and publish a Determination of Non-Significance, based on the Final SEPA Checklist (prepared in Phase 2).
- It is assumed an Environmental Impact Statement will not be required to satisfy SEPA review/documentation requirements for this project, and EIS preparation is not included in this scope.
- Cultural resources investigation will be summarized in the Draft SEPA Checklist based on work completed under separate tasks/contracts.
- SEPA review/filing fees will be paid by City of Vancouver in Phase 2.
- It is assumed the following City of Vancouver land use reviews/permits will be needed: Type I Conditional Use Permit; Type I Site Plan Review; SEPA Determination.

Deliverables:

- Draft permitting matrix
- Draft SEPA Checklist

Task 513: Land Use

Activities:

- Develop preliminary site plan for pre-application meeting.
- Develop two-page project narrative.
- Participate in pre-application meeting
- Review of post pre-application conference document
- Response to City comments

Assumptions:

- The City will submit the documentation to the Land Use Planning Department.
- Pre-Application Meeting will be a virtual, 1-hour meeting, attended by 4 consultant staff.

Deliverables:

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

Task 514: Community Engagement

Given the public interest in PFAS, there may be significant interest in the WS-9 design. The BC team will use our in-house PFAS rendering and communications teams to support neighborhood meetings or additional outreach to the community.

Activities:

- Develop materials to communicate proposed design for Neighborhood Meetings, specifically design renderings
- General support to City to develop presentation materials for public outreach and engagement, as requested.

Assumptions:

- Graphics and presentations support estimated to be not greater than 40 hours.
- City Council meeting attendance is not required.
- Consultant staff will not attend Neighborhood Meeting and provide support for meeting materials only.

Deliverables:

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

Task 515: DOH Engagement and Coordination

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

Activities:

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

Assumptions:

- Initial meeting to discuss any concerns with GAC vs. IX treatment design and introduce design schedule.
- DOH coordination for the 106 determination is accounted for in Task 511.
- PER to be delivered to DOH as Phase 1 work transitions to Phase 2 work.

Deliverables:

- Meeting presentation and minutes

Phase 810: Unanticipated Services

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

Task 811: Phase 1 Unanticipated Services

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

Task Assumptions:

- Brown and Caldwell will prepare a Project Change Request (PCR) describing each additional and identifiable task under this allowance. The PCR will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.
- Effort for this task could include 3D scanning of existing facilities, upgrade of the booster pumps, design of the reverse osmosis (RO) system for the OSHG system, or upgrades to the existing electrical services or standby generators. An assessment is included above, but not a cost for the preliminary design of improvements.

City Responsibilities:

- Provide direction and authorization for requested additional work.

Meetings:

- To be determined.

Work Products:

- To be determined.

Schedule

The first PFAS sample to meet the PFAS maximum contaminant level (MCL) running annual average (RAA) occurs in the second quarter of 2028 (April thru June of 2028). The goal is for the PFAS treatment system to be online prior to this first RAA sampling.

Phase 1 of the project is estimated at 5 months with the key deliverables and meeting milestones dependent on the notice to proceed (NTP) timing. The predesign effort is anticipated to take 4 months with an additional month for permitting support. Phase 2 (final design) duration is estimated at 8 months following the preliminary design. Note that some of the permitting and community outreach tasks started under Phase 1 will continue under Phase 2. A detailed schedule is provided in Attachment B. Phases 1 and 2 of the design is targeting a duration of 12 months

Budget

The budget is summarized in Exhibit B.

Attachment A

Proposed Preliminary Drawing List

Drawing Number	Drawing Title
G-000-001	COVER SHEET
G-000-002	DRAWING INDEX
G-000-101	GENERAL NOTES AND SYMBOLS
G-000-201	ABBREVIATIONS 1
G-000-202	ABBREVIATIONS 2
G-000-501	PROCESS FLOW DIAGRAM
G-000-502	DESIGN CRITERIA SUMMARY
G-000-503	PFAS TREATMENT HYDRAULIC PROFILE
G-000-504	RINSE WATER DISCHARGE HYDRAULIC PROFILE
C-000-001	CIVIL LEGEND AND GENERAL NOTES
C-000-101	SITE DEMOLITION PLAN
C-000-102	OVERALL SITE PLAN
C-000-201	ENLARGED SITE PLAN 1
C-000-202	ENLARGED SITE PLAN 2
C-000-301	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN
C-000-302	PAVING PLAN
C-000-303	GRADING AND DRAINAGE PLAN
C-000-304	DRAINAGE PLAN
C-000-401	YARD PIPING AND UTILITY PLAN 1
C-000-402	YARD PIPING AND UTILITY PLAN 2
C-000-601	YARD PIPING PROFILES 1
C-000-602	YARD PIPING PROFILES 2
L-000-001	TREE REMOVAL AND PRESERVATION LEGEND AND NOTES
L-000-002	LANDSCAPE LEGEND AND NOTES
L-000-101	LEVEL II TREE VEGETATION, AND SOIL PLAN 1
L-000-102	LEVEL II TREE VEGETATION, AND SOIL PLAN 2
L-000-201	LANDSCAPE PLAN 1
L-000-202	LANDSCAPE PLAN 2
S-000-001	STRUCTURAL GENERAL NOTES 1
S-000-002	STRUCTURAL GENERAL NOTES 2
S-P01-101	PFAS TREATMENT FOUNDATION PLAN
S-P01-102	PFAS TREATMENT ENLARGED PLAN 1
S-P01-103	PFAS TREATMENT ENLARGED PLAN 2
S-P02-101	RINSE WATER TANK PLAN AND SECTION 1
S-P02-101	RINSE WATER TANK PLAN AND SECTION 2
D-000-001	PROCESS GENERAL NOTES, LEGEND, AND SYMBOLS
D-W04-102	WELL 4 PUMP IMPROVEMENTS PLAN AND SECTION
D-W05-103	WELL 5 PUMP IMPROVEMENTS PLAN AND SECTION
D-W06-104	WELL 6 PUMP IMPROVEMENTS PLAN AND SECTION
D-W07-105	WELL 7 PUMP IMPROVEMENTS PLAN AND SECTION

Drawing Number	Drawing Title
D-P01-101	PFAS TREATMENT OVERALL PLAN
D-P01-202	PFAS TREATMENT ENLARGED PLAN 1
D-P01-203	PFAS TREATMENT ENLARGED PLAN 2
D-P01-204	PFAS TREATMENT ENLARGED PLAN 3
D-P02-101	RINSE WATER TANK PLAN 1
D-P02-102	RINSE WATER TANK PLAN 2
D-P01-301	PFAS TREATMENT SECTIONS 1
D-P01-302	PFAS TREATMENT SECTIONS 2
D-P02-305	RINSE WATER TANK SECTIONS AND DETAILS 1
D-P02-306	RINSE WATER TANK SECTIONS AND DETAILS 2
D-P01-901	3D ISOMETRIC VIEW 1
D-P01-902	3D ISOMETRIC VIEW 2
D-P01-903	3D ISOMETRIC VIEW 3
E-000-001	LEGEND AND SYMBOLS 1
E-000-002	LEGEND AND SYMBOLS 2
E-000-003	ABBREVIATIONS AND GENERAL NOTES
E-000-101	SITE AND AREA LIGHTING PLAN
E-000-801	OVERALL SITE ONE-LINE DIAGRAM
E-P01-101	PFAS TREATMENT POWER, CONTROL, AND SIGNAL PLAN
E-P02-101	RINSE WATER TANK POWER, CONTROL, AND SIGNAL PLAN
E-W04-101	WELL 4 PLAN
E-W05-101	WELL 5 PLAN
E-W06-101	WELL 6 PLAN
E-W07-101	WELL 7 PLAN
I-000-001	LEGEND AND SYMBOLS 1
I-000-002	LEGEND AND SYMBOLS 2
I-000-003	LEGEND AND SYMBOLS 3
I-W04-101	WELL 4
I-W05-101	WELL 5
I-W06-101	WELL 6
I-W07-101	WELL 7
I-P01-101	PFAS TREATMENT CONTROL
I-P01-102	PFAS TREATMENT TRAIN 1
I-P01-103	PFAS TREATMENT TRAIN 2
I-P01-104	PFAS TREATMENT TRAIN 3
I-P01-105	PFAS TREATMENT TRAIN 4
I-P01-106	PFAS TREATMENT TRAIN 5
I-P01-107	PFAS TREATMENT TRAIN 6
I-P01-108	PFAS TREATMENT TRAIN 7
I-P01-109	PFAS TREATMENT TRAIN 8
I-P01-110	PFAS TREATMENT TRAIN 9

Drawing Number	Drawing Title
I-P01-111	PFAS TREATMENT TRAIN 10
I-P02-101	RINSE WATER TANK
I-P02-102	RINSE WATER DISCHARGE

Proposed Preliminary Specification List

Division 43 – Process Gas and Liquid Equipment

43 23 62 Variable Speed Vertical Turbine Pumps

43 31 13.13 Vertical Liquid Pressure Vessel System

Division 46 – Water and Wastewater Equipment

46 61 16 PFAS Treatment Media

Docusign Envelope ID: 2061495F-E0D6-4B30-B465-E602CFCDC874

Attachment B
WS9 PFAS Treatment Design Budget

ID	Task Name	Start	Finish	Rem. Dur.	Predecessors	Successors	Lag	Nov	Dec	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter	
										Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
1	Vancouver WS9	Thu 12/12/24	Mon 7/21/25	158 days																			
2	Phase 1 NTP	Mon 2/17/25	Mon 2/17/25	1 day		4,5FS+5 days																	
3	Phase 110: Project Management	Tue 2/18/25	Mon 7/21/25	110 days																			
4	Project Initiation and Sub Agreements	Tue 2/18/25	Mon 3/3/25	10 days	2																		
5	BC Team Kickoff	Mon 2/24/25	Mon 2/24/25	0 days	2FS+5 days	30,51,86FS																	
6	Prepare BC PMP	Tue 2/18/25	Mon 2/24/25	5 days	2																		
7	Ongoing PM	Tue 2/18/25	Mon 7/21/25	110 days	2																		
8	Phase 210: Site Investigation	Thu 12/12/24	Tue 6/24/25	139 days																			
9	Task 211: Survey and Basemap Preparation	Tue 2/18/25	Mon 4/14/25	40 days																			
10	Field Survey and Utility Locate	Tue 2/18/25	Mon 3/17/25	20 days	2	11,12FS+5																	
11	Basemap Preparation	Tue 3/18/25	Mon 4/14/25	20 days	10																		
12	Survey Boring Location	Tue 3/25/25	Mon 3/31/25	5 days	10FS+5 days	13																	
13	Follow-up Survey if needed	Tue 4/1/25	Fri 4/4/25	4 days	12																		
14	Cultural Review and 106 Determination (Completed by Archeological Services, City, and SRF)	Thu 12/12/24	Wed 4/23/25	95 days																			
15	Archeological survey, monitoring plan, and DAHP/Tribe Consult	Thu 12/12/24	Wed 1/22/25	30 days	2FS-48 days	16																	
16	Tribe/DAHP Notification	Thu 1/23/25	Wed 2/19/25	20 days	15	17																	
17	Review Concurrence Letter	Thu 2/20/25	Wed 3/12/25	15 days	16	18																	
18	Public Comment on Published 106	Thu 3/13/25	Wed 4/23/25	30 days	17																		
19	Task 212: Geotechnical Investigation	Tue 2/18/25	Tue 6/24/25	91 days																			
20	Review Existing Information	Tue 2/18/25	Mon 3/10/25	15 days	2	21																	
21	Approval from DOH for Geotechnical Exploration	Tue 3/11/25	Tue 3/11/25	1 day	20	22																	
22	Soil Boring	Wed 3/12/25	Thu 3/13/25	2 days	21	23																	
23	Soil Analysis	Fri 3/14/25	Thu 3/20/25	5 days	22	24																	
24	Prepare GDR	Fri 3/21/25	Thu 4/17/25	20 days	23	25																	
25	Infiltration Field Analysis	Fri 4/18/25	Mon 4/21/25	2 days	24	26																	
26	Infiltration Lab Testing	Tue 4/22/25	Tue 4/22/25	1 day	25	27																	
27	Infiltration Analysis	Wed 4/23/25	Tue 4/29/25	5 days	26	28																	
28	Prepare Draft GDM	Wed 4/30/25	Tue 5/13/25	10 days	27	29FS+20 days																	
29	Prepare Final GDM	Wed 6/11/25	Tue 6/24/25	10 days	28FS+20 days																		
30	Task 213: Review Site Background Info	Tue 2/25/25	Mon 3/24/25	20 days	5																		
31	Phase 310: Conceptual Design	Tue 2/18/25	Mon 5/12/25	60 days																			
32	Task 311: Treatment Selection and Siting Evaluation	Tue 2/18/25	Mon 3/24/25	25 days																			
33	Review WQ Data for Pretreatment Analysis	Tue 2/18/25	Mon 3/17/25	20 days	2	35																	
34	Develop Layouts	Tue 2/18/25	Mon 3/10/25	15 days	2	35,47,38																	
35	Treatment Selection and Siting Workshop #1	Mon 3/17/25	Mon 3/17/25	0 days	34,33	36FS+5 days																	
36	Treatment Selection and Siting Workshop #2 (if needed)	Mon 3/24/25	Mon 3/24/25	0 days	35FS+5 days	60																	
37	Task 312: Capacity Analysis and Ancillary Upgrades	Tue 2/25/25	Mon 4/21/25	40 days		89																	
38	Chemical Dosing/OSHG Improvements Analysis	Tue 3/11/25	Mon 4/14/25	25 days	34	44																	
39	Hydraulic Assessment	Tue 2/25/25	Wed 3/19/25	17 days	35	44																	
42	Stormwater/Site Improvements Analysis	Tue 3/18/25	Mon 4/7/25	15 days	35	44																	
43	Electrical and Controls Analysis	Tue 3/18/25	Mon 4/7/25	15 days	35																		
44	Capacity Analysis and Ancillary Upgrades Workshop	Mon 4/14/25	Mon 4/14/25	0 days	38,39,42	45FS+5 days																	

WS9 Proposed Schedule_Rev_010825 Wed 1/8/25 12:25 PM

Docusign Envelope ID: 2061495F-E0D6-4B30-B465-E602CFCDC874

Attachment B
WS9 PFAS Treatment Design Budget

ID	Task Name	Start	Finish	Rem. Dur.	Predecessors	Successors	Inter	Nov	Dec	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter									
										Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
45	Electrical & I&C Workshop	Mon 4/21/25	Mon 4/21/25	0 days	44FS+5 days								◆ 4/21										
46	Task 313: Rinse Water Discharge Evaluation	Tue 3/11/25	Mon 4/21/25	30 days																			
47	Rinse water discharge evaluation and alternatives analysis	Tue 3/11/25	Mon 4/7/25	20 days	34	49FS+10 da																	
48	Rinse Water Discharge Workshop #1	Mon 4/14/25	Mon 4/14/25	0 days	47FS+5 days								◆ 4/14										
49	Rinse Water Discharge Workshop #2	Mon 4/21/25	Mon 4/21/25	0 days	47FS+10 days								◆ 4/21										
50	Task 314: Early Procurement Evaluation	Tue 2/25/25	Mon 5/12/25	55 days																			
51	Develop Long-Lead Time Item Equipment List	Tue 2/25/25	Mon 3/3/25	5 days	5																		
52	Electrical Service Evaluation	Tue 3/18/25	Mon 3/24/25	5 days	35	53,54																	
53	Electrical Service Meeting with CPU	Mon 3/24/25	Mon 3/24/25	0 days	52	54							◆ 3/24										
54	Develop Pre-Purchasing TM	Tue 3/25/25	Mon 4/7/25	10 days	52,53	55FS+5 day																	
55	Pre-Purchasing Meeting	Tue 4/15/25	Tue 4/15/25	0 days	54FS+5 days	56							◆ 4/15										
56	City Review TM	Tue 4/15/25	Mon 4/28/25	10 days	55	57																	
57	BC Finalize TM	Tue 4/29/25	Mon 5/12/25	10 days	56																		
58	Phase 410: Preliminary Engineering Report	Tue 3/25/25	Thu 7/10/25	78 days																			
59	Task 411: Develop Draft PER	Tue 3/25/25	Thu 5/29/25	48 days																			
60	Develop PER	Tue 3/25/25	Mon 4/28/25	25 days	36	61,70SS+15																	
61	QA/QC Review	Tue 4/29/25	Mon 5/5/25	5 days	60	62																	
62	Address Comments	Tue 5/6/25	Thu 5/15/25	8 days	61	63																	
63	City Review	Fri 5/16/25	Thu 5/29/25	10 days	62	64SS+5 day																	
64	PER Discussion Meeting	Thu 5/22/25	Thu 5/22/25	0 days	63SS+5 days	92,66,76																	
65	Task 412: Draft PER for DOH	Fri 5/23/25	Thu 7/10/25	35 days																			
66	Address Preliminary Design and PER Comments	Fri 5/23/25	Thu 6/5/25	10 days	64	68,67FS+2																	
67	DOH Orientation Meeting	Mon 6/9/25	Mon 6/9/25	0 days	66FS+2 days																		
68	DOH Review	Fri 6/6/25	Thu 7/10/25	25 days	66																		
69	Phase 420: Preliminary Design Drawings and Specifications	Tue 4/15/25	Mon 6/16/25	45 days																			
70	Develop Drawings	Tue 4/15/25	Mon 5/26/25	30 days	60SS+15 days	71,80,81																	
71	Internal QA/QC	Tue 5/27/25	Mon 6/2/25	5 days	70	72																	
72	Address Comments	Tue 6/3/25	Mon 6/16/25	10 days	71	75																	
73	Phase 430 Preliminary Design Submittal, QA/QC, and Cost Estimatin	Fri 5/23/25	Thu 7/17/25	40 days																			
74	Task 431: Preliminary Submittal Development	Fri 5/23/25	Thu 7/17/25	40 days																			
75	Submittal	Mon 6/16/25	Mon 6/16/25	0 days	72,82	78FS+8 day																	
76	Scope Phase 2	Fri 5/23/25	Thu 6/19/25	20 days	64	77																	
77	Deliver Phase 2 SOW	Thu 6/19/25	Thu 6/19/25	0 days	76																		
78	Predesign Workshop	Thu 6/26/25	Thu 6/26/25	0 days	75FS+8 days	95,79FS+5																	
79	Respond to City Comments	Fri 7/4/25	Thu 7/17/25	10 days	78FS+5 days																		
80	Task 432: Preliminary Cost Estimate	Tue 5/27/25	Mon 6/16/25	15 days	70																		
81	Develop cost estimate - goes to cost estimators	Tue 5/27/25	Mon 6/9/25	10 days	70	82																	
82	Review and resolve estimate	Tue 6/10/25	Mon 6/16/25	5 days	81	75,83																	
83	Submittal	Mon 6/16/25	Mon 6/16/25	0 days	82																		
84	Phase 510: Permitting and Outreach	Tue 3/11/25	Mon 7/14/25	90 days																			
85	Task 511: Funding Compliance	Tue 3/11/25	Thu 6/5/25	63 days																			
87	Task 512: Land Use	Tue 4/22/25	Tue 5/6/25	11 days																			

Docusign Envelope ID: 2061495F-E0D6-4B30-B465-E602CFCDC874

Attachment B
WS9 PFAS Treatment Design Budget

ID	Task Name	Start	Finish	Rem. Dur.	Predecessors	Successors	ter	Nov	Dec	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter	
										Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
88	Preapplication Meeting and Support	Tue 4/22/25	Tue 5/6/25	11 days																			
89	Meeting	Tue 4/22/25	Tue 4/22/25	1 day	37	90																	
90	Review and Follow-up	Wed 4/23/25	Tue 5/6/25	10 days	89																		
91	Task 513: Community Engagement	Fri 5/23/25	Thu 7/10/25	35 days																			
93	Task 514: DOH Engagement and Coordination	Tue 3/25/25	Mon 7/14/25	80 days																			
95	Phase 2: Final Design	Fri 6/27/25	Fri 2/27/26	176 days	78																		

Docusign Envelope ID: 2061495F-E0D6-4B30-B465-E602CFDCD874

EXHIBIT B: Vancouver WS9 PFAS Treatment Project

Brown and Caldwell
Budget

			Lynn Stephens	Brittany Bax	Kelly Kimball	Joanie Stultz	Tony Acitis	Shania Lynch	Kyle Hay	Bill Persich	Tina Rossillon	Zack Schorr	Natalie Chow	Jacob Fauet	Eric Stiles	Jim Cook	Nila Molodh	Bambang Nursuwito	Linnea Lube	Thomas Neufeldt	Dan Jackson	Karen Brinker	Chadwick Johnson	Savannah Wujastyk	Tom Lemon	Dan Clayton
Phase	Task	Phase Description	PM	Project Analyst	PIC	Project Engineer	Design Coordinator	Design Coordinator	PFAS SME	QA/QC Lead	Senior Civil Eng	Civil Lead	Civil/Storm	Civil QC	Designer	Electrical Lead	Electrical	CAD	I&C Lead	I&C	Designer	Senior Proc Mech	Proc Mech Lead	Proc Mech	Designer	Hydraulics QC
			\$330	\$135	\$344	\$234	\$234	\$156	\$203	\$344	\$234	\$273	\$181	\$234	\$203	\$273	\$156	\$156	\$330	\$135	\$156	\$234	\$203	\$135	\$203	\$344
Phase 1																										
110		Project Management	177	80	16	137	75	0	0	0	2	4	4	0	0	4	0	0	2	0	0	2	12	0	0	0
111		Phase 1 Client Meetings	42		4	27	27				2	4	4			4			2		0	2	12			
112		Phase 1 On-going PM	135	80	12	110	48																			
210		Phase 1 Site Assessment	0	0	0	0	8	0	0	0	28	2	6		6	8	28	0	14	0	0	12	16	16	0	0
211		Survey and Existing Conditions Modeling					4				16				4											
212		Geotechnical Investigation					4				8				2											
213		Review Site Background Information									4	2	6			8	28		14			12	16	16		
310		Conceptual Design	81	0	6	88	81	4	8	0	18	26	10	0	6	28	24	4	8	0	0	74	140	148	0	14
311		Treatment Selection and Siting Evaluation	36			46	27		8		14	24	6		6							36	58	60		4
312		Capacity Analysis and Ancillary Upgrades	20			16	32									12	24	4	8			16	68	64		10
313		Rinse Water Discharge Evaluation	13			8	8				4	2	4									22	4			
314		Early Procurement Evaluation	12		6	18	14	4								16						10	24			
410		Project Engineering Report (PER)	20	0	0	32	12	4	0	12	0	16	16	0	6	16	0	0	20	0	0	16	28	32	0	0
411		Develop Draft PER	4			28	12					16	16		6	16			17			12	24	24		
412		Draft PER for DOH	4			4		4											3			4	4	8		
413		QA/QC	12							12																
420		Preliminary Design Drawings and Specifications	35	0	0	32	133	36	0	0	75	38	101	0	150	80	196	228	101	24	140	150	189	250	140	2
421		Internal Team Meetings and Design Management	20			20	116	36			20	8	16		8	20		20	20			36	44	36	8	
422		Civil									42	24	79		142											
423		Landscape																								
424		Architectural																								
425		Structural																								
426		Process/Process-Mechanical																								
427		Electrical														54	196	208				98	132	214	132	2
428		Instrumentation and Controls																	78	24	140					
429		External Meetings	15			12	17				13	6	6			6			3			16	13			
430		Preliminary Design Submittal, QA/QC, and Cost Estimating	40	0	8	24	28	18	0	12	0	10	0	22	0	12	8	0	20	0	0	12	34	0	0	0
431		Preliminary Design Submittal	24		8	20	16	18				8							8			12	28			
432		Cost Estimating	4			4																	6			
433		Preliminary Design QA/QC	12				12			12		2		22		12	8		12							
510		Permitting & Public Outreach	49	0	0	18	3	8	0	0	26	18	42	0	16	16	16	0	0	0	0	0	20	24	0	0
511		Funding Compliance																					16			
512		SEPA	8								8		8													
513		Land Use	20			3	3	8			18	18	34		16	16	16					4				
514		Community Engagement	4			2									16	16	16					4				
515		DOH Engagement and Coordination	17			13																	12	8		
810		Unanticipated Services																								
801		Phase 1 Unanticipated Services																								
PHASE 1 TOTAL			402	80	30	331	340	70	8	24	149	114	179	22	184	164	272	232	165	24	140	266	439	470	140	16

Docusign Envelope ID: 2061495F-E0D6-4B30-B465-E602CFDCD874

EXHIBIT B: Vancouver WS9 PFAS Treatment Project

Brown and Caldwell
Budget

			Joe Reardon	Jay Hesby	Jon Harper	Ashraf Qadian	Evan Schoel	William Agstler	David Shroyer	Dan Goodburn	Adam Lambert	Dade Irwin	Pepa Viteri	Jerome Duletzke	Kyle Nelson	Seema Chavan	Rachel Garrett	John Duran	Steve Vasquez				
Phase	Task	Phase Description	Hydraulics	Proc Mech QC	Structural Lead	Structural	Designer	Cost Estimating QC	Electrical Cost Estimator	Cost Estimating	BIM Manager	BIM Lead	BIM	Const Mgmt	Operations	Funding SME	Communications	Graphic Artist	Billing	Total Labor Hours	Total Labor Effort		
			\$203	\$344	\$330	\$234	\$203	\$273	\$234	\$273	\$234	\$203	\$181	\$330	\$234	\$344	\$330	\$181	\$156				
Phase 1																							
110		Project Management	4	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	16	537 \$	135,037	
	111	Phase 1 Client Meetings	4			2														136	\$	36,092	
	112	Phase 1 On-going PM																		16	401 \$	98,945	
210		Phase 1 Site Assessment	16	2	8	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	180	\$	39,578
	211	Survey and Existing Conditions Modeling																		24	\$	5,492	
	212	Geotechnical Investigation			4	2														20	\$	5,002	
	213	Review Site Background Information	16	2	4	8														136	\$	29,084	
310		Conceptual Design	98	17	0	0	0	2	12	12	0	0	0	8	4	0	0	0	0	0	921	\$	206,058
	311	Treatment Selection and Siting Evaluation		6											4					335	\$	75,392	
	312	Capacity Analysis and Ancillary Upgrades	84	4																362	\$	76,172	
	313	Rinse Water Discharge Evaluation	12	3																80	\$	19,668	
	314	Early Procurement Evaluation	2	4				2	12	12				8						144	\$	34,826	
410		Project Engineering Report (PER)	8	12	6	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	268	\$	65,262
	411	Develop Draft PER	8		6	8	4													201	\$	46,348	
	412	Draft PER for DOH																		31	\$	6,698	
	413	QA/QC		12																36	\$	12,216	
420		Preliminary Design Drawings and Specifications	44	14	20	110	90	0	0	0	16	100	9	0	0	0	0	0	0	0	2,503	\$	505,181
	421	Internal Team Meetings and Design Management	16	4		20					16	100	9							593	\$	129,421	
	422	Civil																		287	\$	59,505	
	423	Landscape																		0	\$	-	
	424	Architectural																		0	\$	-	
	425	Structural			20	90	90													200	\$	45,930	
	426	Process/Process-Mechanical	28	10																616	\$	115,226	
	427	Electrical																		458	\$	77,766	
	428	Instrumentation and Controls																		242	\$	50,820	
	429	External Meetings																		107	\$	26,513	
430		Preliminary Design Submittal, QA/QC, and Cost Estimating	4	12	20	6	0	12	20	65	4	8	0	12	12	2	0	0	0	425	\$	112,429	
	431	Preliminary Design Submittal	4		8	6		4			4	8				2				178	\$	44,416	
	432	Cost Estimating						8	20	65										107	\$	28,083	
	433	Preliminary Design QA/QC		12	12									12	12					140	\$	39,930	
510		Permitting & Public Outreach	0	0	0	0	0	0	0	0	0	8	0	0	0	24	10	24	0	322	\$	75,868	
	511	Funding Compliance														24				40	\$	10,416	
	512	SEPA				0														28	\$	6,772	
	513	Land Use										8								164	\$	37,080	
	514	Community Engagement															10	24		40	\$	9,432	
	515	DOH Engagement and Coordination																		50	\$	12,168	
810		Unanticipated Services																					
	801	Phase 1 Unanticipated Services																					
PHASE 1 TOTAL			174	57	54	136	94	14	32	77	20	116	9	20	16	26	10	24	16	5,156	\$	1,139,413	

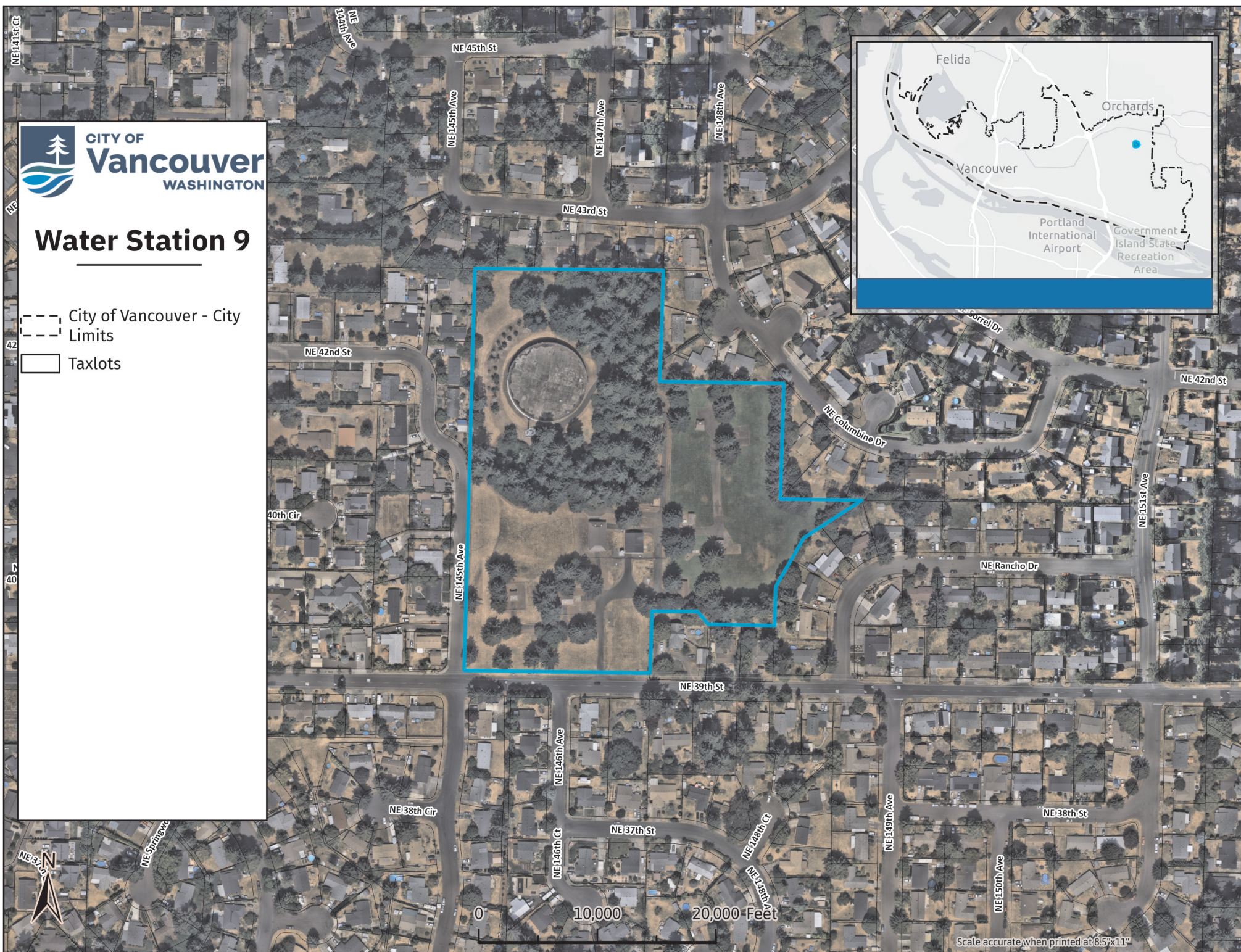
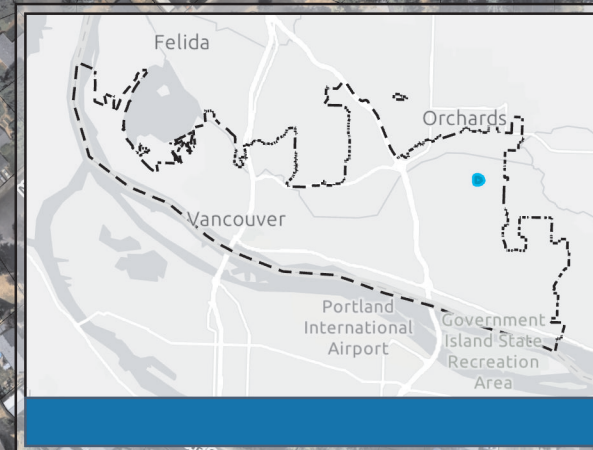
EXHIBIT B: Vancouver WS9 PFAS Treatment Project

Brown and Caldwell
Budget

				MWA	Greenworks	Emerio	Shannon & Wilson	ESA				
Phase	Task	Phase Description	Expenses	Architecture	Landscape Architecture	Survey/3D Scan	Geotech	SEPA / Permitting Support	Total Sub Cost	Total Sub Effort	Total Expense Effort	Total Effort
Phase 1												
110		Project Management	\$ 5,000	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 140,037
	111	Phase 1 Client Meetings	\$ 5,000								\$ 5,000	\$ 41,092
	112	Phase 1 On-going PM										\$ 98,945
210		Phase 1 Site Assessment	\$ -	\$ -	\$ -	\$ 24,596	\$ 50,517	\$ -	\$ 75,113	\$ 78,969	\$ 78,969	\$ 118,447
	211	Survey and Existing Conditions Modeling				\$ 24,596			\$ 24,596	\$ 25,826	\$ 25,826	\$ 31,318
	212	Geotechnical Investigation					\$ 50,517		\$ 50,517	\$ 53,043	\$ 53,043	\$ 58,045
	213	Review Site Background Information										\$ 29,084
310		Conceptual Design	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 209,058
	311	Treatment Selection and Siting Evaluation	\$ 3,000								\$ 3,000	\$ 78,392
	312	Capacity Analysis and Ancillary Upgrades										\$ 76,172
	313	Rinse Water Discharge Evaluation										\$ 19,668
	314	Early Procurement Evaluation										\$ 34,826
410		Project Engineering Report (PER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,262
	411	Develop Draft PER										\$ 46,348
	412	Draft PER for DOH										\$ 6,698
	413	QA/QC										\$ 12,216
420		Preliminary Design Drawings and Specifications	\$ 5,000	\$ -	\$ 10,365	\$ -	\$ -	\$ -	\$ 10,365	\$ 10,883	\$ 15,883	\$ 521,064
	421	Internal Team Meetings and Design Management										\$ 129,421
	422	Civil										\$ 59,505
	423	Landscape			\$ 10,365				\$ 10,365	\$ 10,883	\$ 10,883	\$ 10,883
	424	Architectural										\$ -
	425	Structural										\$ 45,930
	426	Process/Process-Mechanical										\$ 115,226
	427	Electrical										\$ 77,766
	428	Instrumentation and Controls										\$ 50,820
	429	External Meetings	\$ 5,000								\$ 5,000	\$ 31,513
430		Preliminary Design Submittal, QA/QC, and Cost Estimating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,429
	431	Preliminary Design Submittal										\$ 44,416
	432	Cost Estimating										\$ 28,083
	433	Preliminary Design QA/QC										\$ 39,930
510		Permitting & Public Outreach	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,033	\$ 16,033	\$ 16,835	\$ 16,835	\$ 92,703
	511	Funding Compliance										\$ 10,416
	512	SEPA						\$ 16,033	\$ 16,033	\$ 16,835	\$ 16,835	\$ 23,607
	513	Land Use										\$ 37,080
	514	Community Engagement									\$ -	\$ 9,432
	515	DOH Engagement and Coordination										\$ 12,168
810		Unanticipated Services	\$ 73,000								\$ 73,000	\$ 73,000
	801	Phase 1 Unanticipated Services	\$ 73,000									
PHASE 1 TOTAL			\$ 86,000	\$ -	\$ 10,365	\$ 24,596	\$ 50,517	\$ 16,033	\$ 101,511	\$ 106,586	\$ 192,586	\$ 1,332,000



--- City of Vancouver - City Limits
Taxlots



A RESOLUTION of the City Council of the City of Vancouver approving a contract with CRP/Vance 192nd Owner, L.L.C., a Delaware limited liability company (Applicant) for a 12-year limited property tax exemption for income-based housing, for the property located near 1320 SE 192nd Ave, Vancouver WA 98683 (Exhibit A).

Staff Report: 184-25

To: Mayor and City Council
From: City Manager
Date: September 8, 2025

Subject

Multifamily Tax Exemption Certificate - 192nd Ave Apartments

Key Points

- 12-year income-based multifamily tax exemption application.
- 222-unit multifamily apartment complex.
- A minimum of 20% of the total units will be reserved for households with annual incomes at or below 80% of median family income.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive.

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

The project is located at the NW corner of SE 192nd Avenue and SE 15th Street within the Mill Plain Target Area. The applicant is requesting a 12-year multi-family housing limited property tax exemption for a new construction, income-based, multifamily housing development. A complete application was received prior to the issuance of an occupancy permit for the development. The project is under review for compliance with the comprehensive Vancouver plan, zoning regulations and building codes. The 10-building project includes 222 units with 419 associated parking spaces. The proposed development will include one, two, and three-bedroom units. The total estimated development cost is \$67.5 million. The project site recently obtained a rezone amendment from R-6 single-family to R-22 multifamily and is subject to the rezone development agreement under Auditor file #6173209. Following the rezone of the site, the City Council voted to add the site to the multifamily tax exemption Mill Plain Target area, making the site eligible to apply for the multifamily tax exemption program. Four homes are currently on the project site that will be removed to construct the apartments.

The applicant is required to rent at least 20% of the total units as income-based housing to households with annual incomes at or below 80% of median family income. For reference, the HUD

2025 median family income for a two-person household is \$79,450. The project has a total of 222 units; therefore, a minimum of 45 units must be income-based units. The table below shows that the income-based unit types will be proportional with the total types of each unit type developed.

Unit Type	Market Rate Units	Income-Based Units	Unit Size
1-Bedroom	88	18	624-648
2-Bedroom	24	5	777
2-Bedroom	89	18	909-937
3-Bedroom	21	4	1,039
	222	45	

Over the 20-year period following construction, the project (with the exemption) is anticipated to generate approximately \$11.9 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$2.7 million in taxes will directly benefit the City of Vancouver. The total estimated foregone tax revenue for all districts during the exemption is \$3.1 million. The forgone taxes specific to the City of Vancouver during the exemption would be \$1 million. Land value, property taxes, and per unit utility taxes will still be collected during the exemption. It is also anticipated that new residents will support local businesses during and after the exemption period.

The applicant has designed the project to include the following green building elements agreed to in the rezone development agreement recorded under Auditor's file #6173209.

- A. Buildings shall comply with the Washington Energy Code.
- B. Apartment buildings shall be fully electric, with an exception for water heaters if they are shared with multiple units on a single tank and heater system.
- C. EnergyStar appliances, low-flow plumbing fixtures and high-efficiency LED light fixtures shall be utilized to the fullest extent possible.
- D. At least 110 parking stalls will be provided with a conduit from electrical panels capable of supporting a load to ensure electric vehicle readiness, and at least 22 stalls will have installed and operational electric vehicle charging stations.
- E. Outdoor bike racks and a covered bike parking area shall be provided.
- F. Dark sky lighting will be provided to minimize light pollution.
- G. Drought-resistant vegetation and light-colored paving surfaces shall be utilized in open spaces.

The property owner must provide information regarding tenant outreach regarding the availability of income-based units when advertising the property.

Advantage(s)

- Adds 222 new multi-family units in the Mill Plain residential target area.
- Adds 45 units of income restricted rental units for 12 years.
- Meets City Council climate action goals.

Challenge(s)

- Estimated value tax exemption revenue for all districts is estimated at \$3.1 million.
- Estimated value tax exemption revenue specific to the City of Vancouver is estimated at \$1 million.

Budget Impact

The residential portion of the property taxes will be exempt for 12 years, however the City will still receive taxes from the land value and other revenues from the development, including construction materials sales tax, permit fees, and system development charges and impact fees. There will be an incremental increase in demand for public services during the 12-year exemption period without full associated tax revenues. Following the 12-year exemption period, the property will return to the tax base as new construction and the City and other taxing districts will begin receiving the residential portion of the property taxes.

Prior Council Review

February 3, 2025- MFTE target area boundary expansion ordinance public hearing

Action Requested

On Monday, September 8, 2025, adopt a resolution authorizing the City Manager, or designee, to execute a conditional multi-family property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Staff Contact

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

Attachments:

1. Presentation
2. Resolution
3. Contract



CITY OF
Vancouver
WASHINGTON

192nd Avenue Apts. MFTE Certificate

Vancouver City Council
Public Hearing
September 9, 2025

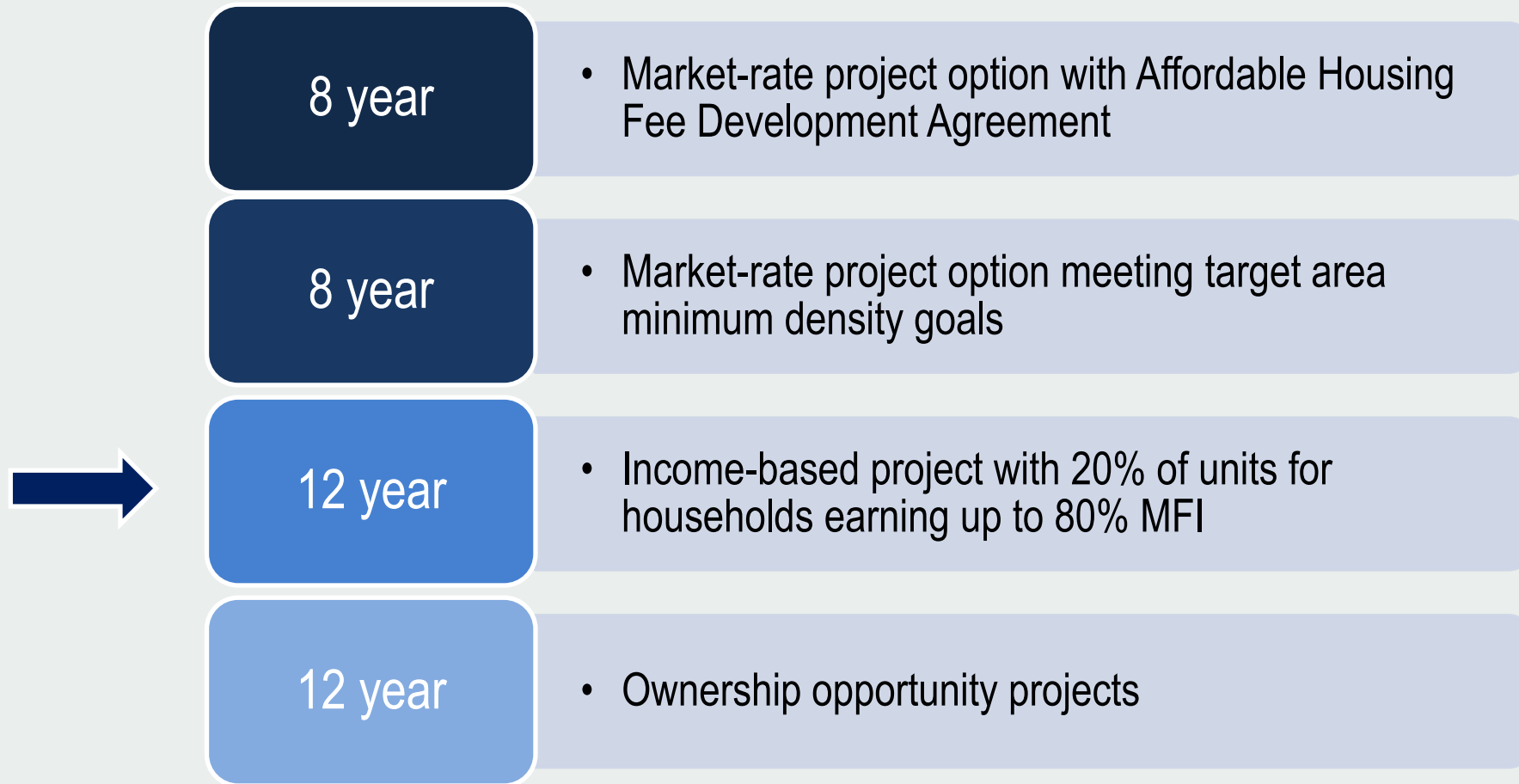
Bryan Monroe- Associate Housing Coordinator-
Economic Prosperity and Housing Department

Agenda

- Exemption Option
- Project Details
- Tax Summary
- Additional Information
- Requested Action



MFTE Option Type



Project Details

222 total units

45 income-based units

1-bed, 2-bed, 3-bed units

419 parking spaces

2-3 story buildings

Community Building



Tax Summary

	All taxing districts	City of Vancouver
Net Present Value of future tax revenue* (20 year)	\$11.9 million	\$2.7 million
Net present value “foregone” tax revenue (during exemption period)	\$3.1 million	\$1 million
Net Present Value Benefit	\$8.8 million	\$1.7 million

Estimated discounted present value of construction sales tax, retail sales tax, utility tax and property tax over 20 years.



Unit Details

Unit Details				
Type	Av. Size	Total	MFTE	Rent
1 Bedroom	636	88	18	\$1,795
2 Bedroom	777	24	5	\$2,065
2 Bedroom	924	89	18	\$2,265
3 Bedroom	1039	21	4	\$2,600
		222	45	

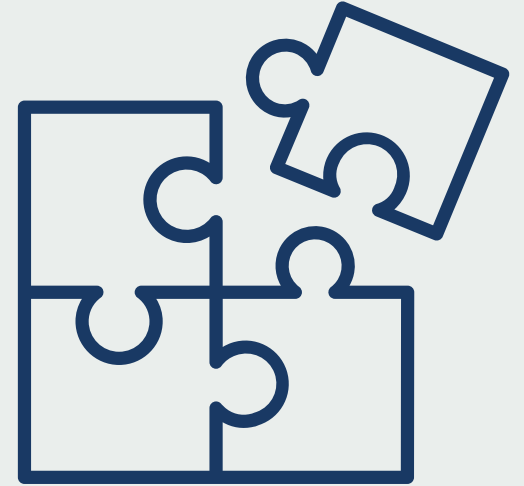
222 total units
45 income-based units
Unit sizes 636-1,039 SF

HUD 2025 80% median family
income for a 2-person household
is \$79,450



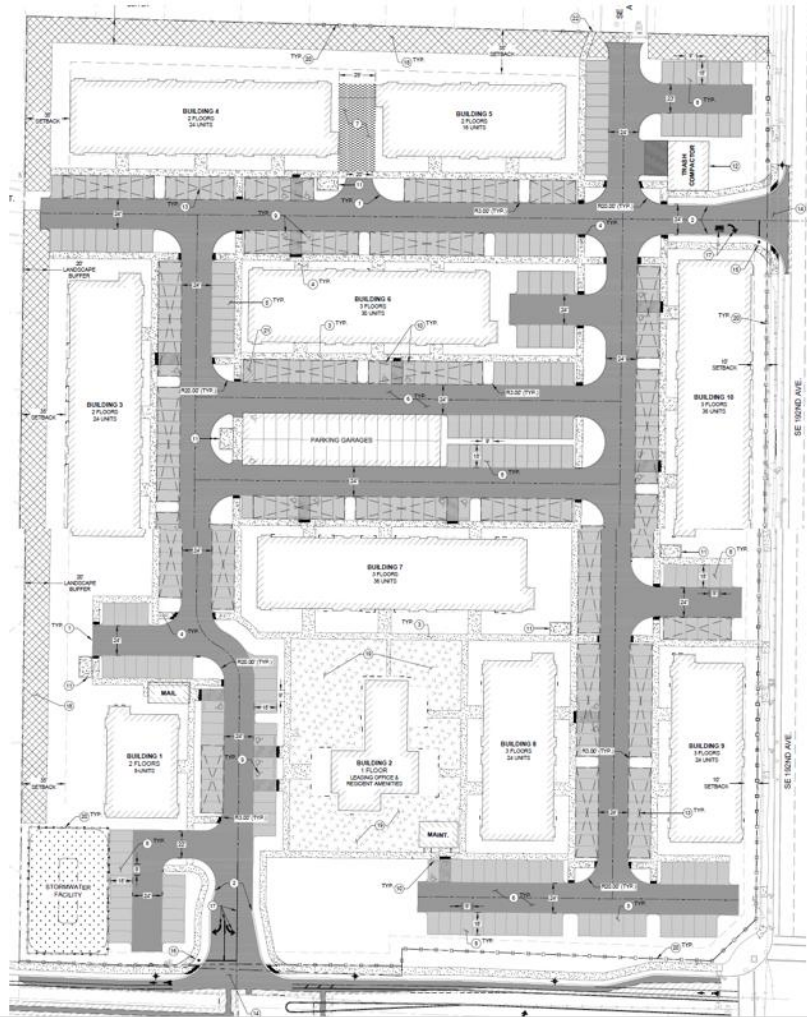
Green Building Measures

- Washington Energy Code compliant
- Fully electric buildings
- Energy Star Appliances/ LED lighting/ Low flow
- Dark sky lighting
- Covered outdoor bike racks
- Drought resistant vegetation
- Light colored paving surfaces



Requested Action

- Adopt the resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.



Thank You



bryan.monroe@cityofvancouver.us | 360-487-7958



[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a contract with CRP/Vance 192nd Owner, L.L.C., a Delaware limited liability company (Applicant) for a 12-year limited property tax exemption for income-based housing, for the property located near 1320 SE 192nd Ave, Vancouver WA 98683 (Exhibit A).

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family rental housing in specifically designated “Residential Target Areas” to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW 84.14), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, The Applicant is interested in receiving a limited property tax exemption for constructing 222 units of new, multifamily, income-based rental housing within a designated “Residential Target Area” identified in Chapter 3.22 VMC; and,

RESOLUTION - 1

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (45 units) as income-based housing to households with annual incomes at or below 80 percent of area median income for the duration of the tax exemption.

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining a proposed development of new multi-family rental housing, to be constructed on property located near 1320 SE 192nd Ave, Vancouver WA 98683, Specifically Assessor's tax lots 177224000, 177224005, 177224010, 177240000, 177238000, 177239000, 177242000 (Property); and

WHEREAS, the City has determined that the Applicant's proposed development can satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The MFTE Contract attached hereto as Exhibit B between CRP/Vance 192nd Owner, L.L.C., and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager or their designee is authorized to execute the Contract attached hereto as Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 8th day of September 2025.

Anne McEnerney-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, City Attorney

RESOLUTION - 2

Resolution
Exhibit A
Legal Description

Tax lots 177224000, 177224005, 177224010, 177240000, 177238000, 177239000, 177242000

That portion of the Northeast quarter of the Southeast quarter Section 31, Township 2 North, Range 3 East, of the Willamette Meridian, City of Vancouver, Clark County, Washington, described as follows:

Beginning at Southeast corner of "ALICIA'S GLEN", according to the plat thereof recorded in Book "311" of plats at Page 185, records of Clark County, Washington. Said point being the North right-of-way of SE 15th Street;

Thence North 00°49'25" East, along the East line of said "ALICIA'S GLEN" and the East line of "HANNA ACRES", according to the plat thereof recorded in Book "31 0" of plats at Page 6 77, records of Clark County, Washington, for a distance of 755.75 feet to the South line of said "HANNA ACRES".'

Thence South 88°25 '43" East, along the South line, for a distance of 585.94 feet to the West right-of-way line of SE 192nd Avenue;

Thence South 00°24' 19" West, along said West line, for a distance of 124.87 feet;

Thence South 00°27'31" West, continuing along said West line, for a distance of 581.32 feet to the North line of the certain strip of land conveyed to the City of Vancouver, Washington by Statutory Warranty Deed, recorded under Auditor's file number 3352465, records of Clark County, Washington;

Thence South 46°35'09" West, along said North line, for a distance of 48.40 feet to said North right-of-way line of SE 15th Street;

Thence North 87°45'19" West, along said North line, for a distance of 249.03 feet;

Thence South 00°50'58" West, along the West line of said strip of land, for a distance of 21.83 feet to said North right-of-way line of SE 15th Street;

Thence North 87°46'47" West, along said North line, for a distance of 306.96 feet to the POINT OF BEGINNING;

Resolution
Exhibit B
Contract
CONTRACT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION

THIS CONTRACT is entered into this 8th day of September 2025, by and between CRP/Vance 192nd Owner, L.L.C., a Delaware limited liability company, (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City is interested in promoting new housing in the Mill Plain residential target area of the City of Vancouver, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing 222 units of new multi-family residential housing within the a designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (45 units) as income-based housing to households with annual incomes at or below 80 percent of median family income for the duration of the tax exemption.

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property described in the legal description in Exhibit A (Property) for a 12-year market rate tax exemption, and

RESOLUTION - 4

WHEREAS, the City has determined that the Applicant's proposed development outlined herein will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Contract. In no event shall such construction provide fewer than 222 new permanent multi-family residential units.
3. The applicant agrees to implement the green building improvements listed in Section 6 of the rezone Development Agreement recorded at Clark County Auditor's File #6143209. Exhibit B
4. The Applicant commits to renting at least twenty percent of the multi- family housing units (45 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development.
5. The Applicant agrees to the following mix of income-based units at all times during the exemption period:
 - Eighteen 1-bedroom units (624-648 s.f.)
 - Five 2-bedroom units (777 s.f.)
 - Eighteen 2-bedroom units (909-937 s.f.)
 - Four 3-bedroom units (1,039 s.f.)
6. Applicant / property owner will include information about the availability of designated MFTE income-based units in any advertising or marketing for the property.
7. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Contract, or within any extension thereof granted by the City.
8. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:

- (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
- 9. The City agrees, conditioned on the Applicant's successful completion of the Property improvements on the Applicant's filing of the materials described in Paragraph 8 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
- 10. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Contract, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
- 11. The Applicant agrees to, annually and each year thereafter for a period of twelve years, provide rent rolls that include the unit numbers, unit types and sizes (bedrooms/bathrooms), household size, income, rent, and utilities.
- 12. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 at the time annual reports are due for the duration of the exemption period.
- 13. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
- 14. The Applicant agrees to complete and accurate records pertaining to the income restricted units for at least six (6) years. The Applicant shall, during regular business hours, permit any duly authorized representative of the City, or Designee, to inspect the records of the Applicant pertaining to the project units, including the Initial and annual project Compliance certifications, and if applicable, income documentation of households residing in income restricted units in the Project. The Applicant's failure to maintain such records or failure to allow inspection by the City or any duly authorized representative shall constitute a material default. Failure to submit the annual declaration identified in Paragraph

10 or to maintain adequate records may result in the tax exemption being canceled.

15. If the Applicant converts the multi-family residential housing units constructed under this Contract to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
16. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Contract.
17. The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases in the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.
18. The Applicant agrees to provide financial relocation assistance equal to one month's rent within the final month of a tenant's lease expiration under RCW 84.14.020(8). Tenants must occupy MFTE income-restricted units and qualify as low-income households to be eligible for this assistance.
19. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Contract. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
20. No modifications of this Contract shall be made unless mutually agreed upon by the parties in writing.
21. In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract which can be given effect without the conflicting term or clause, and to this end, the terms of this Contract are declared to be severable.
22. Applicant agrees that this Contract is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

CRP/Vance 192nd Owner, L.L.C., a Delaware
limited liability company
By: CRP/Vance 192nd Venture, L.L.C, a Delaware
limited liability company, its sole member
By: Sponsor 192 LLC, its Administrative Member
By: Gary G. Vance, Managing Member

Lon Pluckhahn, City Manager

Gary Vance, Managing Member

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, City Attorney

**CONTRACT EXHIBIT A
LEGAL DESCRIPTION**

Tax lots 177224000, 177224005, 177224010, 177240000, 177238000, 177239000, 177242000

That portion of the Northeast quarter of the Southeast quarter Section 31, Township 2 North, Range 3 East, of the Willamette Meridian, City of Vancouver, Clark County, Washington, described as follows:

Beginning at Southeast corner of "ALICIA'S GLEN", according to the plat thereof recorded in Book "311" of plats at Page 185, records of Clark County, Washington. Said point being the North right-of-way of SE 15th Street;

Thence North 00°49'25" East, along the East line of said "ALICIA'S GLEN" and the East line of "HANNA ACRES", according to the plat thereof recorded in Book "31 0" of plats at Page 6 77, records of Clark County, Washington, for a distance of 755.75 feet to the South line of said "HANNA ACRES".'

Thence South 88°25 '43" East, along the South line, for a distance of 585.94 feet to the West right-of-way line of SE 192nd Avenue;

Thence South 00°24' 19" West, along said West line, for a distance of 124.87 feet;

Thence South 00°27'31" West, continuing along said West line, for a distance of 581.32 feet to the North line of the certain strip of land conveyed to the City of Vancouver, Washington by Statutory Warranty Deed, recorded under Auditor's file number 3352465, records of Clark County, Washington;

Thence South 46°35'09" West, along said North line, for a distance of 48.40 feet to said North right-of-way line of SE 15th Street;

Thence North 87°45'19" West, along said North line, for a distance of 249.03 feet;

Thence South 00°50'58" West, along the West line of said strip of land, for a distance of 21.83 feet to said North right-of-way line of SE 15th Street;

Thence North 87°46'47" West, along said North line, for a distance of 306.96 feet to the POINT OF BEGINNING;

**CONTRACT EXHIBIT B
GREEN BUILDING ELEMENTS**

- A. Buildings shall comply with the Washington Energy Code
- B. Apartment buildings shall be fully electric, with an exception for water heaters if they are shared with multiple units on a single tank and heater system
- C. EnergyStar appliances, low flow plumbing fixtures and high efficiency LED light fixtures shall be utilized to the fullest extent possible
- D. At least 110 parking stalls will be provided with a conduit from electrical panels capable of supporting a load to ensure electric vehicle readiness, and at least 22 stalls will have installed and operational electric vehicle charging stations
- E. Outdoor bike racks and covered bike parking area shall be provided.
- F. Dark sky lighting will be provided to minimize light pollution
- G. Drought resistant vegetation and light-colored paving surfaces shall be utilized in open spaces

[Meeting Date]

**CONTRACT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS CONTRACT is entered into this 8th day of September 2025, by and between CRP/Vance 192nd Owner, L.L.C., a Delaware limited liability company, (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City is interested in promoting new housing in the Mill Plain residential target area of the City of Vancouver, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing 222 units of new multi-family residential housing within the a designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (45 units) as income-based housing to households with annual incomes at or below 80 percent of median family income for the duration of the tax exemption.

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of new multi-family

RESOLUTION - 1

residential housing to be constructed on property described in the legal description in Exhibit A (Property) for a 12-year market rate tax exemption, and

WHEREAS, the City has determined that the Applicant's proposed development outlined herein will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Contract. In no event shall such construction provide fewer than 222 new permanent multi-family residential units.
3. The applicant agrees to implement the green building improvements listed in Section 6 of the rezone Development Agreement recorded at Clark County Auditor's File #6143209. Exhibit B
4. The Applicant commits to renting at least twenty percent of the multi- family housing units (45 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development.
5. The Applicant agrees to the following mix of income-based units at all times during the exemption period:
 - Eighteen 1-bedroom units (624-648 s.f.)
 - Five 2-bedroom units (777 s.f.)
 - Eighteen 2-bedroom units (909-937 s.f.)
 - Four 3-bedroom units (1,039 s.f.)
6. Applicant / property owner will include information about the availability of designated MFTE income-based units in any advertising or marketing for the property.
7. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Contract, or within any extension thereof granted by the City.
8. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:

RESOLUTION - 2

- (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
- 9. The City agrees, conditioned on the Applicant's successful completion of the Property improvements on the Applicant's filing of the materials described in Paragraph 8 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
- 10. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Contract, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
- 11. The Applicant agrees to, annually and each year thereafter for a period of twelve years, provide rent rolls that include the unit numbers, unit types and sizes (bedrooms/bathrooms), household size, income, rent, and utilities.
- 12. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 at the time annual reports are due for the duration of the exemption period.
- 13. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
- 14. The Applicant agrees to complete and accurate records pertaining to the income restricted units for at least six (6) years. The Applicant shall, during regular business hours, permit any duly authorized representative of the City, or Designee, to inspect the records of the Applicant pertaining to the project units, including the Initial and annual project Compliance certifications, and if applicable, income documentation of households residing in income restricted units in the Project. The Applicant's failure to maintain such records or failure to allow inspection by the City or any duly authorized representative shall constitute a material default. Failure to submit the annual declaration identified in Paragraph

10 or to maintain adequate records may result in the tax exemption being canceled.

15. If the Applicant converts the multi-family residential housing units constructed under this Contract to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
16. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Contract.
17. The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases in the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.
18. The Applicant agrees to provide financial relocation assistance equal to one month's rent within the final month of a tenant's lease expiration under RCW 84.14.020(8). Tenants must occupy MFTE income-restricted units and qualify as low-income households to be eligible for this assistance.
19. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Contract. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
20. No modifications of this Contract shall be made unless mutually agreed upon by the parties in writing.
21. In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract which can be given effect without the conflicting term or clause, and to this end, the terms of this Contract are declared to be severable.
22. Applicant agrees that this Contract is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

CRP/Vance 192nd Owner, L.L.C., a Delaware
limited liability company

By: CRP/Vance 192nd Venture, L.L.C, a Delaware
limited liability company, its sole member

By: Sponsor 192 LLC, its Administrative Member

By: Gary G. Vance, Managing Member

Lon Pluckhahn, City Manager

Gary Vance, Managing Member

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, City Attorney

RESOLUTION - 5

**CONTRACT EXHIBIT A
LEGAL DESCRIPTION**

Tax lots 177224000, 177224005, 177224010, 177240000, 177238000, 177239000, 177242000

That portion of the Northeast quarter of the Southeast quarter Section 31, Township 2 North, Range 3 East, of the Willamette Meridian, City of Vancouver, Clark County, Washington, described as follows:

Beginning at Southeast corner of "ALICIA'S GLEN", according to the plat thereof recorded in Book "311" of plats at Page 185, records of Clark County, Washington. Said point being the North right-of-way of SE 15th Street;

Thence North 00°49'25" East, along the East line of said "ALICIA'S GLEN" and the East line of "HANNA ACRES", according to the plat thereof recorded in Book "31 0" of plats at Page 6 77, records of Clark County, Washington, for a distance of 755.75 feet to the South line of said "HANNA ACRES".'

Thence South 88°25 '43" East, along the South line, for a distance of 585.94 feet to the West right-of-way line of SE 192nd Avenue;

Thence South 00°24' 19" West, along said West line, for a distance of 124.87 feet;

Thence South 00°27'31" West, continuing along said West line, for a distance of 581.32 feet to the North line of the certain strip of land conveyed to the City of Vancouver, Washington by Statutory Warranty Deed, recorded under Auditor's file number 3352465, records of Clark County, Washington;

Thence South 46°35'09" West, along said North line, for a distance of 48.40 feet to said North right-of-way line of SE 15th Street;

Thence North 87°45'19" West, along said North line, for a distance of 249.03 feet;

Thence South 00°50'58" West, along the West line of said strip of land, for a distance of 21.83 feet to said North right-of-way line of SE 15th Street;

Thence North 87°46'47" West, along said North line, for a distance of 306.96 feet to the POINT OF BEGINNING;

**CONTRACT EXHIBIT B
GREEN BUILDING ELEMENTS**

- A. Buildings shall comply with the Washington Energy Code
- B. Apartment buildings shall be fully electric, with an exception for water heaters if they are shared with multiple units on a single tank and heater system
- C. EnergyStar appliances, low flow plumbing fixtures and high efficiency LED light fixtures shall be utilized to the fullest extent possible
- D. At least 110 parking stalls will be provided with a conduit from electrical panels capable of supporting a load to ensure electric vehicle readiness, and at least 22 stalls will have installed and operational electric vehicle charging stations
- E. Outdoor bike racks and covered bike parking area shall be provided.
- F. Dark sky lighting will be provided to minimize light pollution
- G. Drought resistant vegetation and light-colored paving surfaces shall be utilized in open spaces

AN ORDINANCE related to changes to the City's Cultural Access Program Ordinance, amending VMC 3.45.050 to reflect a change to the percentage allocated to start-up program costs and the public school cultural access program.

Staff Report: 185-25

To: Mayor and City Council
From: City Manager
Date: September 8, 2025

Subject

Vancouver Cultural Access Program

Key Points

- The Vancouver Cultural Access Program was created by City Council in 2024. The program provides funding to enhance access to arts, culture, heritage and science throughout Vancouver.
- The current action amends Chapter 3.45 of the Vancouver Municipal Code (VMC) to conform to the draft Vancouver Cultural Access Program Policy.

Strategic Plan Alignment

Culture and Heritage – celebrating culture and heritage

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

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

Present Situation

On December 2, 2024, City Council approved Ordinance M-4481, codified in Chapter 3.45 of the Vancouver Municipal Code, which established the Vancouver Cultural Access Program and adopted a 0.1% sales tax to fund it. This is a major step forward in expanding public access to arts, culture, heritage and science throughout Vancouver. This new revenue source is estimated to generate up to \$7 million annually for seven years, with the potential for renewal in 2031. Tax collection began April 1, 2025.

The draft Vancouver Cultural Access Program Policy and the second reading and public hearing for amendments to Ch. 3.45 VMC are coming before City Council at the September 15, 2025, City Council meeting. Together, the amendments and policy will complete steps needed to establish the Vancouver Cultural Access Program and direct staff to build out program details that will allow distribution of funds to the community in 2026.

Adoption of the draft Vancouver Cultural Access Program policy requires two amendments to Ch. 3.45 VMC:

- VMC 3.45.050 (A)(1): Amend amount reserved for direct and indirect administrative costs from

five percent to ten percent of total revenue collected annually.

- VMC 3.45.050 (A)(2): Amend amount reserved for the public school cultural access program from five percent to ten percent of the total revenue collected annually.

Community testimony reflected strong support for this initiative, particularly the focus on bolstering local nonprofit cultural organizations through reliable funding. The program builds directly on the goals of the Vancouver Culture, Arts & Heritage Plan, which was adopted in 2018.

As required by Ch. 3.45 VMC, the Culture, Arts and Heritage Commission led the development of the new program policy. The Commission assembled a task force to:

- Outline the goals and criteria to guide program formation and evaluation;
- Define program categories and funding allocations;
- Establish key processes for application, review, awarding and monitoring.

The City of Vancouver recognizes cultural participation as a public good. The Cultural Access Program is designed to remove common barriers like cost, transportation, and accessibility, so that more residents, especially youth and underserved populations, can benefit from rich cultural experiences.

The Cultural Access Program policy outlines broad public benefits that focus on expanding access and engagement, strengthening the cultural ecosystem, driving economic and community vitality, and fostering innovation and creativity. The proposed policy outlines a grant program that will equitably and strategically distribute the funds collected through the Cultural Access Sales Tax.

Attached with this report is a memo providing more information on comments and questions from City Council at the will August 25 work session on this program.

Advantage(s)

1. The Cultural Access Program is a transformative investment in Vancouver's future. Studies show that communities with robust cultural ecosystems see stronger social ties, higher civic engagement and better economic outcomes. According to a 2025 ArtsFund study, these communities also experience:
 - Greater volunteerism;
 - Increased voter participation;
 - More community gathering spaces;
 - Lower income inequality.
2. By investing in arts and culture, the City of Vancouver will help its economy thrive, strengthen community bonds and make our city an even better place to live and visit.

Challenge(s)

Timely appropriation of funding for program staff, training resources, and program promotion and education is critical to ensure the successful and equitable implementation of the Cultural Access Program.

Budget Impact

The proposed changes to revenue allocations are not included in the current City 2025-2026 Budget.

The increases, if approved, will have to follow the City's budget process. The Cultural Access Program will be fully funded through the adopted Cultural Access Tax. Initial startup costs for the program will be reimbursed from the program funds.

Prior Council Review

- August 25, 2025 - City Council Work Session
- June 30, 2025 - Draft Policy Provided for Council Review
- June 16, 2025 - City Council Work Session
- May 19, 2025 - City Council Work Session and Memo
- December 2, 2024 - Council Passed Cultural Access Program Ordinance M-4881

Action Requested

On Monday, September 8, 2025, advance the ordinance on first reading, setting a date for second reading and public hearing on September 15, 2025.

Staff Contact

Stacey Donovan, Cultural Services Manager, David Perlick, Director of Parks, Recreation and Cultural Services, stacey.donovan@cityofvancouver.us, david.perlick@cityofvancouver.us

Attachments:

1. Ordinance
2. Memo
3. Vancouver Cultural Access Program Policy Proposal

09/08/2025 (Date of First Reading)
09/15/2025 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE related to changes to the City's Cultural Access Program Ordinance, amending VMC 3.45.050 to reflect a change to the percentage allocated to start-up program costs and the public school cultural access program.

WHEREAS, the City of Vancouver created a cultural access program supported by a .01 sales and use tax through Ordinance M-4881, codified as chapter 3.45 VMC, under RCW 36.160.030; and

WHEREAS, chapter 3.45 VMC allocates 5% of cultural access program funds to start-up costs and to the public school cultural access program;

WHEREAS, the Culture, Arts & Heritage Commission has developed the draft Cultural Access Plan that the City Council will consider adopting by resolution on September 15, 2025; and

WHEREAS, the draft Cultural Access Plan allocates 10% of cultural access program funds to start-up costs and to the public school cultural access program;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Recitals Adopted as Findings. City Council adopts and incorporates by reference the above recitals as the information in SR_____ as finding in support of this Ordinance.

Section 2. Amendment. Subsection A of Vancouver Municipal Code Section 3.45.050, titled “Use of funds – Allocation,” is amended as follows:

3.45.050 Use of funds – Allocation.

A. Moneys collected from the tax imposed under this chapter shall be used solely for the purposes authorized by RCW 36.160.110 as follows:

1. Start-up program costs, including direct and indirect administrative costs, shall not exceed ~~five~~ ten percent of the total annual collected revenue. Eligible costs, including repaying any start-up funding provided under RCW 36.160.040 and VMC 3.45.020, shall be reimbursed.

2. A total of ~~five~~ ten percent of the annual revenue collected under this chapter is to be reserved for the PSCAP as provided in RCW 36.160.100, 36.160.110(4), and VMC 3.45.040.

The PSCAP shall be established to increase access to cultural activities and programming for public school students, including transportation to off-site cultural experiences for all students at schools in the city that are located within a school district in which at least 40 percent of the district’s students are eligible for the federal free and reduced-price school meals program.

3. All remaining funds shall be reserved until such time as provided in subsection C of this section.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be effective 5 days from passage.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council:

_____, 2025.

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE related to changes to the City's Cultural Access Program Ordinance, amending Ordinance M-4881 adopted by the City Council on December 2, 2024, amending VMC 3.45.050 to reflect a change to the percentage allocated to start-up program costs and the public school cultural access program.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360)

487-8480, citypdr@cityofvancouver.us, or via [Public Records Request -The City of Vancouver,](#)

[WA](#).



MEMORANDUM

DATE: Sept. 8, 2025

TO: Mayor and City Council

FROM: David Perlick, Director; Parks, Recreation and Cultural Services

RE: **Cultural Access Program – Follow Up from Aug. 25 Work Session Discussion**

CC: Stacey Donovan, Cultural Services Manager
Brad Richardson, Culture, Arts and Heritage Commission Chair

Background

At the Aug. 25, 2025 work session on the Cultural Access Program Policy, Councilmembers raised questions about program administration, capital allocation, and recipient eligibility. This memo offers additional information on these topics to inform Council prior to policy adoption.

Program Administration

The Culture, Arts and Heritage Commission has recommended allocating 10% of program revenue to administration, which is the maximum permitted under state law. The Commission emphasized the need to ensure the program is effectively managed and equitably delivered. Strong administration is critical to making the program accessible to all organizations, particularly newer, smaller, and historically underrepresented groups that may need additional support to successfully apply and complete reporting requirements. Administrative capacity also supports transparent, consistent decision-making and accountability for public funds.

It is important to note that the program policy only sets allocation amounts. A detailed staffing plan is still being developed and will consider opportunities to leverage existing City services to maximize efficiency. It is anticipated that the full set of specific positions and program staffing will be included in the City Manager's recommendation for the second supplemental budget process, anticipated for Council review and approval in early 2026.

Based on Council's request, the following outlines anticipated direct costs that may be charged to program administration:

- Staff assigned to manage and operate the program
- Software and data systems required for application, tracking, and reporting
- Contracted services, such as design and production of outreach materials

- Supplies and support services, including translation, interpretation, and workshop space rental

Typical staff responsibilities would include direct service and outreach to prospective applicants, including holding workshops, office hours, and one-on-one technical assistance to ensure organizations of all sizes can participate equitably. Staff would also provide regular communication and support to grantees, monitor progress and ensure compliance with program requirements, and facilitate connections among community partners. In addition, staff would prepare and publish reports and digital materials that share outcomes and successes with Council and the public, ensuring transparency and accountability. As stated in the work session, the recommended allocation categories and funding limits could result in an estimated 50-70 grant requests annually.

As a point of comparison, the City of Tacoma's established Cultural Access Program, Tacoma Creates, has similar revenue collection and is administered and operates with four staff, three of whom are fully dedicated to Tacoma Creates efforts. This suggests Vancouver's administrative allocation and initial staff estimate is appropriate to sustain an effective program while staying within the legal framework.

Capital Allocation

The program policy assigns the largest minimum allocation to capital improvements, at 15% of annual revenues. This reflects the importance of expanding and maintaining Vancouver's cultural infrastructure in step with the community's growth. Based on current revenue projections, the 15% minimum allocation is expected to generate approximately \$1,050,000 annually. If the full 40% flexible allocation were also dedicated to capital, the maximum available in a single year could reach an estimated \$3,850,000.

There is no maximum amount established for individual capital grant requests. Eligible projects may include moderate-sized renovations or expansions as well as larger requests to support the construction of new facilities. The program is therefore positioned to address both immediate facility needs and long-term infrastructure opportunities.

At the same time, state law creates certain constraints that will impact how capital funds may be used. Because the program is authorized for a seven-year term, bonding or other financing mechanisms that require repayment beyond this timeframe may not be feasible. Staff are currently evaluating whether unspent funds could be carried forward beyond the authorization period and will provide additional detail as that guidance is clarified.

With these constraints, the program may not be able to serve as the sole or majority funding source for large-scale projects. However, the Cultural Access Program represents a significant new tool that can play a meaningful role as part of a broader funding strategy for strengthening Vancouver's cultural facilities.

Eligibility

The Commission and taskforce placed strong emphasis on ensuring that the benefits of the Cultural Access Program are realized within Vancouver city limits. To reflect this priority, the program is structured to primarily support organizations with offices and staff located in Vancouver. This approach underscores the program's intent to build local capacity, sustain local community-based organizations, and deliver direct benefits to Vancouver residents.

In its deliberations, the taskforce recognized that some regional organizations bring unique vision, expertise, and capacity that could positively contribute to the program's goals. However, extending eligibility to organizations not based in Vancouver was determined to raise significant concerns, including diminished resources for local groups and challenges in ensuring accountability for community impact. After careful consideration, the taskforce concluded that these concerns outweighed the potential benefits.

Instead, the program framework encourages collaboration by allowing regional organizations to partner with Vancouver-based groups. In such cases, a local organization must serve as the lead applicant, ensuring that program funds remain rooted in the community while also leveraging regional expertise and partnerships. This balance both safeguards the program's local focus and creates space for innovation and shared impact.

We will also ensure that the Cultural Access Tax Program team works with the Lodging Tax team to assess ways to coordinate with that process. We anticipate that some organizations will seek funds from both programs and there is a need to support a coordinated approach that will maximize efficiency and deliver the best return on investment for the City and the best experience for potential recipients.

Vancouver Cultural Access Plan Policy Proposal

Introduction

On December 2, 2024, the Vancouver City Council adopted Ordinance M-4481, a landmark decision that established the Vancouver Cultural Access Program (VCAP) and authorized the collection of a 0.1% sales tax to fund it. This dedicated revenue stream is estimated to generate up to \$7 million annually over a seven-year period and will dramatically expand public access to cultural, artistic, heritage and scientific experiences across Vancouver.

Tax collection began on April 1, 2025, with the possibility of program renewal in 2031. The ordinance reflects the City's long-term commitment to equity in cultural participation and builds upon the 2018 Vancouver Culture, Arts & Heritage Plan.

In response to the ordinance's adoption, the City's Culture, Arts and Heritage Commission (CAHC), in partnership with City staff, was charged with developing a comprehensive policy proposal to guide the administration and distribution of VCAP funds. The CAHC assembled a task force with expertise and diverse perspectives to ensure that the program is inclusive, equitable, and responsive to community needs.

The policy proposal is required to include the following, as outlined in the ordinance:

- **Public Benefits:** A description of clearly identifiable and measurable public benefits that will result from the VCAP over the program's seven-year lifespan.
- **Categories and Allocations:** Establish programmatic funding categories and define key considerations for the annual allocation of program funds ensuring strategic investment in both ongoing support and project-based opportunities.
- **Administrative Costs:** Recommendations for the portion of funds to be allocated toward the City's and/or CAHC's administrative responsibilities.
- **Award Criteria:** Standards for awarding funds, including how proposed projects will deliver meaningful public benefits.
- **Eligibility Guidelines:** Criteria necessary to determine which cultural organizations are eligible to receive funding.
- **Award Procedures:** A framework for how CAHC will distribute funds to other eligible organizations, which may include competitive application processes.
- **Performance Standards:** Baseline performance guidelines for ensuring cultural organizations continuously deliver public benefits, including notification procedures for organizations at risk of losing eligibility and steps to maintain or restore it.

This policy proposal was created by a task force composed of CAHC commissioners, school district representatives, nonprofit leaders, and City staff. It has been reviewed and recommended by the Culture, Arts and Heritage Commission.

Task Force Members

- Ricky Gaspar, Commissioner
- Linda Reid, Commissioner
- Carinn Eckis Ormson, Evergreen Public Schools
- Traci Young, Vancouver Public Schools
- Cheri Jamison, Arts & Culture Consultant and Executive Director of Alberta Abbey
- Jenny Thompson, Lovett's Productions & Consulting
- Ach' Sheila Davis, Fire Circle Consulting
- Jeanne Bennett, Columbia Play Project
- David Perlick, Parks, Recreation and Cultural Services Director
- Stacey Donovan, Cultural Services Manager
- Kirsten Hull, Support Specialist 3
- Melody Burton, Communications Specialist 3

Next Steps

In August, City Council will provide feedback on this policy proposal to the task force and CAHC during a scheduled work session. The task force will then work to implement changes from the Council and present a final proposal. Upon acceptance of the policy, it will be scheduled for reading and adoption by resolution in September.

A final policy must be adopted by resolution no later than October 1, 2025, per the ordinance. This adopted policy will guide the equitable and transparent distribution of funds under the VCAP, bringing Vancouver closer to a future where arts, culture, and heritage are accessible to all.

Vancouver Cultural Access Program Public Benefits

The City of Vancouver, Washington, recognizes the importance of enhancing access to arts, culture, heritage and science as a fundamental public benefit. Drawing inspiration from successful programs across the state, Vancouver seeks to create more equitable opportunities for all residents to engage in cultural experiences.

Public benefit in Vancouver will focus on making arts, culture, heritage and science accessible to everyone, particularly those often excluded due to barriers such as cost, transportation, and accessibility. By supporting programs in public schools and investing in community-based initiatives, Vancouver's Cultural Access Program aims to ensure that all residents can engage with and benefit from vibrant cultural activities, educational programs, and public performances.

Additionally, this initiative positions Vancouver as a cultural leader in the region, drawing visitors and residents alike to experience the city's growing cultural scene. By investing in cultural infrastructure and a thriving creative economy, Vancouver will foster innovation, attract creative talent, and strengthen its reputation as a leading destination for arts and culture.

Increased Educational Engagement for K-12 Students

- **Access to Arts, Culture, Science, and Heritage Programs:** Ensuring that students in Vancouver Public Schools and Evergreen Public Schools districts (K-12) have greater access to arts, culture, science, and heritage organizations through in-school, after-school and summer programs.
- **Improved Academic Outcomes:** Greater engagement in the classroom, improved educational attainment and expanding learning beyond the classroom supports better student performance, social and emotional growth, and higher graduation rates.

Support for School Transportation to Cultural Activities

- **Eliminating Transportation Barriers:** Non-supplanting funding transportation to arts, culture, science, and heritage programs for school-age children, particularly those in underserved communities, to overcome barriers to participation.
- **Ensuring Equitable Access:** Providing transportation support ensures that all students, regardless of socioeconomic status, can access enriching cultural experiences.

Community-Centric Arts, Culture, Heritage, and Science Programming

- **Neighborhood Engagement:** Creating new resources and funding for local neighborhoods to support or promote cultural activities, events, or projects that reflect diverse cultural backgrounds, lifestyles, and interests.
- **Strengthening Cultural Identity:** Empowering communities to celebrate and reflect their unique cultural, historical, and social narratives through arts and heritage projects.

Equitable Access for Underserved Populations

- **Support for Economically and Geographically Underserved Communities:** Ensuring that all community members, including seniors, students, and low-income populations, have access to cultural events, performances, exhibits, and other related programs.
- **Inclusive Programs:** Offering specialized opportunities for people on fixed incomes and those in underserved areas to participate in community cultural life, fostering inclusivity and diversity.

Economic Growth and Cultural Tourism

- **Boosting Local Economy:** Enhancing the local economy by fostering a vibrant cultural community, which will drive increased tourism and attract visitors to cultural events and activities, benefiting local businesses.
- **Job Creation:** Supporting creative jobs within the arts, culture, science, and heritage sectors, contributing to the broader economy and workforce development.

Strengthening the Financial Health of Cultural Organizations

- **Sustaining Local Arts and Heritage Organizations:** Providing consistent funding to ensure the financial stability of arts, culture, science and heritage organizations, enabling them to offer high-quality public programs and services year-round.
- **Fostering Long-Term Sustainability:** Strengthening the capacity of these organizations to expand access to their facilities and outreach programs, especially in underserved areas.

Civic Engagement and Community Building

- **Encouraging Civic Participation:** By increasing access to arts and culture, the program will foster a greater sense of community pride, connection, and civic engagement, leading to a healthier, more vibrant community.
- **Promoting Shared Experiences:** Creating opportunities for residents from diverse backgrounds to come together through cultural festivals, performances, and exhibits, encouraging mutual respect and understanding.

Enriching Public Programs and Services

- **Expanding Access to Cultural Institutions:** Ensuring that arts, culture, science, and heritage organizations remain accessible to all, providing free or discounted admission to cultural institutions for public school students, seniors, and economically disadvantaged groups.
- **Public Programming Outreach:** Enabling organizations to take their programs and exhibits beyond their facilities to reach more people in communities, schools, and public spaces.

Fostering Creativity and Innovation

- **Supporting Creativity and Personal Development:** Providing individuals of all ages with the opportunity to explore personal creativity, through arts programs, science exhibitions, and heritage education, fostering individual growth and lifelong learning.
- **Building Creative Communities:** Promoting environments where individuals and communities can creatively engage with arts and culture, leading to innovative community-driven solutions and artistic expressions.

Strengthened Partnerships

- **Collaboration Between City Government and Cultural Institutions:** Encouraging partnerships between the City of Vancouver, schools, and local cultural institutions to maximize the impact of cultural access programs.
- **Shared Resources and Networks:** Facilitating the sharing of resources and information among different municipalities to create a coordinated and equitable cultural access program across the region.

Capital Investments in Arts and Culture

- **Creating Accessible Cultural Venues:** Fund the development or renovation of economical and accessible spaces to host performances, art exhibitions, workshops, and educational programs, enriching the community's cultural life and providing ongoing opportunities for learning and creative expression.

Vancouver Cultural Access Program Categories and Allocations

To ensure responsiveness to evolving community needs and priorities over the seven-year span of the program, funding allocations across program categories have been established as minimums rather than fixed amounts. This flexible structure allows for strategic adjustments in investment levels within each category—Impact, Innovation, Comprehensive, Capital, and School—while maintaining a strong foundation of support. Administration is set at a flat 10%, which includes initial start-up funding in the first year. In total, 60% of program revenue is earmarked across these categories, while 40% remains flexible to be distributed based on annual review.

The CAHC will provide annual guidance by setting general allocation goals that reflect current community needs, available funds, and emerging priorities. While these goals are not binding beyond the established minimums, they serve a valuable purpose by giving applicant organizations a general sense of how much funding may be available in each category during a given cycle. This clarity helps applicants make informed decisions about which grant opportunities to pursue.

Allocations

Impact Grants: Minimum 10% Allocation

- Award: \$10,000-\$75,000
- Purpose: Unrestricted funding for nonprofit programming
- Audience: Eligible nonprofits of all sizes and experience levels, plus individuals working with an eligible fiscal sponsor
- Timing: Applications open on an annual cycle with a one-year project window

Innovation Grants: Minimum 5% Allocation

- Award: \$5,000-\$25,000
- Purpose: Funding that allows nonprofits to take on opportunities with more uncertainty like new collaborations, innovations, or experimental programming
- Audience: Eligible nonprofits of all sizes and experience levels, plus individuals working with an eligible fiscal sponsor
- Timing: Applications open on an annual cycle with a one-year project window

Comprehensive Grants: Minimum 10% Allocation

- Award: \$100,000-\$300,000
- Purpose: Unrestricted multi-year funding for nonprofit operations and/or programming with a focus on organizational strengthening and capacity growth
- Audience: Eligible nonprofits of all sizes with established history plus individuals working with an eligible fiscal sponsor
- Timing: Applications for multi-year grants open on an annual cycle

Capital Grants: Minimum 15% Allocation

- Award: \$300,000 and up
- Purpose: Seed or match funding to build new space, remodel or make accessibility enhancements
- Audience: Eligible non-profits in Vancouver with established history within city limits
- Timing: Applications open on a two-year cycle and allow for multi-year projects

School Grants: Minimum 10% Allocation

- Purpose: Funding that supports access for school age youth which could include funding school districts to support field trip transportation and admissions costs, funding nonprofits to host in-school programming, or funding for youth programs operating outside of the public school system. VCAP will work with school districts to prioritize a program that maximizes benefit and supports existing curriculum strategies.
- Audience: All public schools in VPS and EPS districts plus eligible nonprofits seeking funding to directly support school programs.

Program Administration: 10% Allocation

- Purpose: Dedicated resources that ensure the program is administered effectively and equitably.

Evaluation Criteria Themes

The categories above describe the grant format and audience for each category. Specific scoring criteria that will make a program or project competitive for funding in each category will be established during the implementation phase, after the policy is adopted. However, common themes have surfaced during the work completed to date. These themes, along with the stated public benefits, will provide the framework for scoring criteria.

- Geographic diversity and public access, ensuring funding reaches all parts of Vancouver, especially neighborhoods that have historically had less access to cultural resources.
- Creative and culture variety, ensuring that grants support a full spectrum of disciplines, traditions and community identities.
- Collaboration and innovation that empowers new partnerships, experimental projects and programs that take bold, creative risks.
- Capital impacts that improve cultural infrastructure, expand access and create lasting, sustainable public benefit within Vancouver city limits.

Vancouver Cultural Access Program Eligibility Requirements

Primary Purpose of the Organization

Your organization's primary purpose, meaning the overall mission and majority of your activities, must be to advance and/or preserve arts, culture, heritage, and/or science. Organizations with primary purposes focused on areas other than arts, culture, heritage or science, such as education, social services, health, or youth development, are not eligible for Impact Grant or Innovation Grant funding, even if they offer programs related to arts, culture, heritage, or science.

Non-Profit Status and Fiscal Sponsorship

Your organization must be a 501(c)(3) non-profit corporation, incorporated under the laws of Washington State and recognized by the Internal Revenue Service (IRS).

Organization Location

Your organization's official business address must be within Vancouver city limits.

Program Delivery

Your organization must directly provide cultural programming or experiences to the people who live within Vancouver city limits. This includes events, performances, exhibits, educational programs or other public-facing cultural activities.

Exclusions from Eligibility

Organizations that are excluded from eligibility for cultural access program funding include:

- Any agency of the state or political subdivisions
- A municipal corporation
- Any organization that raises funds for redistribution to multiple cultural organizations
- Radio or television broadcasting networks or stations, cable communications systems, internet-based communications ventures or services, newspapers, or magazines

Eligibility Provisions for Impact, Innovation, Comprehensive and School Grants

- If you/your organization does not have 501(c)(3) status, you may apply for Impact, Innovation, Comprehensive or School Grant funding using a non-profit Fiscal Sponsor. The Fiscal Sponsor must have a mission aligned with advancing or preserving arts, culture, heritage, or science. You must submit a letter of commitment from your Fiscal Sponsor to apply.
- If your organization is located outside Vancouver but provides at least 55% of its public programming within Vancouver, you are eligible to apply for Impact, Innovation, Comprehensive or School Grant funding.

Additional Eligibility Requirement for Comprehensive and Capital Grants

- Your organization must have at least two years of experience providing cultural programming or experiences to the public within Vancouver city limits.

Eligibility Information about School Grants

VCAP prioritizes equitable access for all residents, including our youngest. A dedicated portion of program funding is set aside to expand arts, culture, science, and heritage opportunities for school-aged youth. Recognizing the importance of educational alignment and logistical coordination, this work will be done in close collaboration with Vancouver and Evergreen Public Schools to ensure programming supports curriculum goals and maximizes impact.

This policy recommends allocating school funding equally between the two districts. Although Vancouver and Evergreen school districts have schools located both inside and outside the city limits, a legal review has confirmed that the program may treat schools consistently across each district. However, the policy proposes a strong preference for experiences hosted within the city or by organizations based in Vancouver, to reinforce local cultural investment.

School grants will represent 10% of the total VCAP funding pool, allocated as follows:

- 10% will be distributed directly to the Vancouver and Evergreen school districts to support field trip transportation and admission costs. These funds will be divided evenly between the two districts, allowing them to supplement existing resources and increase access for all students.
- Any additional funding directed toward schools will be available through a competitive grant process for eligible nonprofit organizations offering in-school programming or youth-focused cultural activities that serve students outside the traditional public school setting.

This proposal represents an ambitious and inclusive approach to cultural access for K–12 students, with a strong foundation for future development. While certain implementation details such as eligibility for non-public schools are still being refined, this category affirms the City's commitment to ensuring every Vancouver student can participate in enriching, high-quality cultural learning experiences.

Vancouver Cultural Access Program Award Procedures

To ensure transparency, equity and community priorities in the distribution of VCAP funds, the following procedures will guide the awarding of grants:

Open Application Period and Outreach

Each funding cycle will begin with a widely publicized open application period. The City and the CAHC will lead a robust community campaign to promote funding opportunities and encourage applications from a broad and diverse range of cultural organizations. Outreach efforts will prioritize accessibility and equity, with specific attention given to historically underrepresented communities.

Application Support and Training

During the application period, the City will offer grant application training and technical assistance to prospective applicants. These support services may include workshops, one-on-one consultations, and online resources designed to help applicants understand eligibility criteria, develop compelling proposals and navigate the submission process.

Competitive Review Process

All eligible applications will undergo a structured and competitive review process. A Grant Review Committee, or committees, depending on volume and category—will be appointed by the CAHC and composed of a diverse group of individuals who live within Vancouver city limits. Reviewers will assess applications based on published criteria, including alignment with VCAP goals, delivery of public benefits, organizational capacity, and community impact.

Recommendations and Final Selection

Following the competitive review, the Grant Review Committee(s) will submit funding recommendations to the Culture, Arts and Heritage Commission. The CAHC will make final determinations on grant awards through a public decision-making process. All decisions will be documented and made available for public review.

Disbursement of Funds

- For **single-year grants**, funds will be disbursed in one installment as detailed in the grant agreement.
- For **multi-year grants**, funds will be disbursed in two to three installments depending on the size and scope of the grant. Payment schedules will be detailed in the grant agreement and may be contingent on satisfactory performance and reporting.

Reporting and Accountability

All grant recipients will be required to submit an annual report detailing program activities, use of funds, public benefits delivered, and outcomes achieved. These reports will be used to evaluate program effectiveness, ensure accountability, and inform future funding decisions. Multi-year grantees must demonstrate progress and compliance in order to receive continued funding.

Vancouver Cultural Access Program Performance Standards

Purpose

This section outlines the procedures and standards for addressing instances in which a grantee under the Cultural Access Program is determined to be at risk of failing to meet the baseline performance expectations necessary to maintain eligibility for continued funding. These provisions ensure transparency, accountability and fair opportunities for improvement while supporting the continuous delivery of public benefit.

Performance Monitoring and Risk Identification

The City of Vancouver's Cultural Access Program staff shall conduct ongoing monitoring of all funded organizations to assess compliance with grant agreement terms and alignment with program goals. Monitoring may include review of required reports, site visits, performance data, and financial or community impact evaluations.

An organization shall be considered at risk of losing eligibility if it:

- Fails to provide the agreed-upon public benefits defined in the application in a continuous or meaningful way
- Substantially deviates from the approved scope of work without prior written approval
- Fails to meet reporting requirements or respond to requests for information
- Experiences operational or financial instability that compromises public benefit delivery

Annual Reporting Requirement

All grant recipients, regardless of funding cycle, grant size, or performance status, are required to submit an annual report summarizing:

- Program activities and outcomes
- Audience engagement and public benefit delivered
- Financial use of grant funds
- Any barriers or challenges experienced during the grant period
- Other pertinent information related to that year's grant award

Failure to submit an annual report may result in a Notice of Concern and/or ineligibility for future grant cycles.

Notice of Concern

The City is committed to supporting all grantees in achieving their stated goals and objectives. If an organization is identified as at risk, the City shall issue a Formal Notice of Concern with:

- A summary of the specific performance deficiencies or compliance issues
- Relevant provisions of the grant agreement or program policy
- A description and timeline of required next steps, including whether a Performance Improvement Plan (PIP) is needed
- A deadline to confirm receipt of the notice, typically within 15 business days
- Contact information for the designated staff liaison

Performance Improvement Plan (PIP)

Grantees that receive a Notice of Concern may be required to submit a Performance Improvement Plan (PIP) within 30 calendar days. The PIP must:

- Identify the root cause(s) of the issue(s)
- Describe planned improvement measures with clear, measurable outcomes
- Provide a timeline for implementation, typically not to exceed 90 calendar days
- Indicate any need for technical assistance or program support
- City staff will review submitted PIPs and may approve, request revisions or provide guidance as needed to support successful implementation

Multi-Year Grant Considerations

For multi-year grants, the City recognizes that organizations may need time to adjust to program expectations or scale public benefit delivery, especially during the first grant year. Therefore:

- The first year of a multi-year grant may serve as a transitional or developmental year, with greater flexibility granted to support organizational learning and capacity-building
- Rather than requiring immediate remedies, the City may issue a Performance Advisory Letter outlining expectations and required improvements for the following year
- If deficiencies persist in the second year, the full PIP process will apply

Monitoring Performance Improvements

Once a PIP is approved:

- City staff will monitor progress against the stated milestones and outcomes

- Progress meetings or check-ins may be scheduled during the implementation period
- Technical assistance may be provided based on the grantee's needs and request
- The City may request recurring meetings to discuss and review progress

If the organization fails to make satisfactory progress or address identified issues, funding may be reduced, suspended or terminated.

Reinstatement of Eligibility

Organizations that lose eligibility may apply for reinstatement at the discretion of the Culture, Arts and Heritage Commission from the date of ineligibility, unless otherwise specified by the City. The reinstatement request must include:

- Evidence that the root causes of prior issues have been resolved
- Updated plans for public benefit delivery and accountability
- Documentation of current capacity and financial or organizational stability

All reinstatement determinations are at the discretion of the Culture, Arts and Heritage Commission.

Appeals

Grantees may appeal a Notice of Concern, PIP requirements, or eligibility determinations by submitting a written request within 30 business days of notice. Appeals will be reviewed by the Culture, Arts and Heritage Commission, with a final decision issued within 60 business days.

Appendix A: Vancouver Cultural Access Program

DEFINITIONS

"Arts" means the creation, performance, or exhibition of works in visual arts, performing arts, music, theater, dance, literature, and other creative expressions that contribute to the enrichment of public life and provide opportunities for artistic engagement, education, and appreciation.

"Arts organization" means an organization that provides programming across one or more of the following artistic fields: creative place-making, dance, design, folk and traditional arts, literary arts, multi-disciplinary arts, music, media arts, theater, and visual arts.

"Administrative Costs" means all overhead, administrative, outreach, evaluation, technology and maintenance expenses related to the operation and implementation of the cultural access program within Vancouver, Washington.

"Capacity Building" means investing in the effectiveness and future sustainability of an organization. This can include using resources for operations or program improvements, staff training, upgrades to physical spaces or technology, or anything that advances an organization's ability to achieve its mission.

"Culture" means the shared practices, traditions, customs, languages, values, and creative expressions of a community, including those that reflect historical, social, and ethnic identities, which contribute to the collective identity and well-being of a community.

"Cultural Center" means a geographic area within Vancouver city limits where cultural organizations and facilities are concentrated, offering a range of cultural activities and drawing attendance and participation from surrounding municipalities and beyond.

"Cultural Facility" means a building, structure, space, or property that is owned or operated by a cultural organization within Vancouver, or by the City of Vancouver to host cultural events, programs, and community activities.

"Cultural Organization" means a nonprofit corporation incorporated under Washington state law and recognized by the IRS as a 501(c)(3) organization, whose primary purpose is to advance and preserve arts, culture, heritage, science, or other cultural disciplines, and provides programming or experiences to the Vancouver public.

"Cultural Access Program" means the program created by this ordinance to provide financial support for cultural organizations, enhance access to cultural activities, and promote community engagement through arts, culture, and heritage programming in Vancouver.

"Equity" means minimizing historical, systematic, and institutional disparities and maximizing opportunities for all people. Equity takes into account context: history, current realities, and future outcomes. The purpose of equity in the Vancouver Cultural Access Program is to foster

greater inclusiveness, increase diversity, and broaden participation in arts, culture, heritage, and science experiences.

"Fiscal Sponsor" means a cultural organization that is a 501(c)(3) nonprofit recognized by the IRS, which receives funds on behalf of a sponsored cultural entity and manages the financial and administrative responsibilities for specific cultural projects, ensuring compliance with the terms and conditions outlined in this ordinance and the cultural access program guidelines.

"Heritage" means the history, traditions, and cultural expressions passed down through generations, including historical landmarks, indigenous and ethnic histories, folklore, customs, artifacts, and the preservation and promotion of Vancouver's cultural, historical, ethnic, indigenous, and traditional resources. This also includes historic and archaeological sites, which contribute to the collective identity, understanding of the past, and well-being of the community.

"Heritage organization" means an organization that provides programming that focuses on the identification, documentation, exhibition, interpretation, and/or preservation of the past, including the people, places, events, and physical spaces of any community of people.

"Historic Preservation" means the effort to protect, maintain, and rehabilitate historically significant buildings, structures, and sites within Vancouver.

"Placemaking" refers to creative efforts that strengthen connections between people and the places they share. Placemaking involves collaboration and community engagement, drawing on community assets and identities and advancing economic, physical, and/or social change.

"Public Benefits" means the discernable public benefits that are derived from cultural access programs, including general public benefits, equity and inclusion public benefits, and geographic inclusion public benefits.

"Sponsored Cultural Entity" means a non-tax-exempt cultural entity that contracts with a fiscal sponsor for a specific cultural project that provides public benefit in accordance with the terms of this ordinance and the cultural access program guidelines.

"Start-Up Funding" means the administrative and operational costs incurred in the initial stages of the cultural access program's implementation, including legal costs, overhead, and other necessary expenses before cultural access program funding distribution begins, with the expectation that such funds will be reimbursed.

To: Mayor and City Council
From: City Manager
Date: September 8, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for September 8, 2025.

Attachments:

1. September 8, 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:

\$ 17,069,466.31 this 8th day of September 2025.

MAYOR

Cyndi A. Turner Digitally signed by Cyndi A. Turner
Date: 2025.09.02 16:46:43 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 18, 2025 - August 31, 2025	Accounts Payable Checks (see attached)	\$ 12,435,872.86
August 18, 2025 - August 31, 2025	Hansen City Payments (see attached)	\$ 29,999.84
August 18, 2025 - August 31, 2025	Visa Refunds (see attached)	\$ 5,984.00
August 18, 2025 - August 31, 2025	Payroll Checks (see attached)	\$ 4,597,609.61
TOTAL		\$ 17,069,466.31

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Customer Refund	Check	26881	8/20/2025	55.64	MONICA C TEJADAL	Overpayment of Diversion Agreement
Miscellaneous Payment	Check	26882	8/20/2025	100.00	Amelia Pilipchuk	Refund parking permit COV13303 no longer needed.
Miscellaneous Payment	Check	26883	8/20/2025	537.89	Cherry Roofing Inc.	CMI-375615
Miscellaneous Payment	Check	26884	8/20/2025	179.35	Christopher Glinski	Refund parking permit #COV12277, no longer needed
Miscellaneous Payment	Check	26885	8/20/2025	15,000.00	Gregory E. Price, PS fbo Brent Johnson	CLAIM PAYMENT - DOI: 12/12/2023 - RISK
Miscellaneous Payment	Check	26886	8/20/2025	74.00	Mill Plain Electric Inc	MPE-375956 (jobsite: 3300 NW 32nd Ave Bldg B)
Miscellaneous Payment	Check	26887	8/20/2025	323.14	Scott Williams	CLAIM PAYMENT - DOI: 08/05/2025 - RISK
Ad Hoc Payment	Check	26888	8/20/2025	29.57	Aaron Powers or Christy Musser	18404 SE 37TH CIR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	26889	8/20/2025	71.18	Black Cedar Llc	3104 NE 135TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26890	8/20/2025	29.50	Cabe,Kory A	3108 E 25TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26891	8/20/2025	85.70	Calvin Walsh or Neha Didwaniya Walsh	6919 SE EVERGREEN HWY ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	26892	8/20/2025	17.37	Charles B or Laurie M Sonderegger as Trustees of, the CB Sonderegger Family Trust	Utility Refunds: 0046011135-06
Ad Hoc Payment	Check	26893	8/20/2025	1,000.00	Clouse,Anita	9309 NE 84TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	26894	8/20/2025	285.25	Cooke,David	15601 NE 107TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26895	8/20/2025	186.00	Doug Childress or Carol Bentley	18612 SE 11TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	26896	8/20/2025	282.64	Drozdek,Adriane	310 W 21ST ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	26897	8/20/2025	87.32	Duncan Living Trust	1811 FRANKLIN ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	26898	8/20/2025	96.19	Eimers,Nicholas	2812 NE DELANCEY CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26899	8/20/2025	249.00	Eland,Trevor	2733 ROSSITER LN ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26900	8/20/2025	24.36	Erwin or Angela Bulatao	513 E FOURTH PLAIN BLVD ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	26901	8/20/2025	184.00	Grant Wienker or Akiko Kagawa	2408 FRANKLIN ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	26902	8/20/2025	420.90	Greenberg,Matthew	12601 NE 24TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	26903	8/20/2025	427.00	Haase,Shawna or Jonathan	10518 NE ROSEWOOD AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	26904	8/20/2025	250.00	Hansen,Kristen	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	26905	8/20/2025	214.82	Harness,Alan or Marcella	1711 SE BLAIRMONT DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	26906	8/20/2025	254.30	Jahn,Jacob or Amber	411 NW 53RD ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	26907	8/20/2025	118.90	James or Dominique Kinney	8209 SE LORRY AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	26908	8/20/2025	43.05	JMJ Properties LLC	Utility Refunds: 0074016984-20
Ad Hoc Payment	Check	26909	8/20/2025	50.28	Keith or Jill Rogers	3110 NE 43RD ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	26910	8/20/2025	302.30	Kenneth or Angela Zener	5911 NE 49TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26911	8/20/2025	19,619.24	Keybank National	6416 NE 117TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	26912	8/20/2025	149.00	Leslie or Beth Stark	701 W 24TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	26913	8/20/2025	22.75	Luis Gongora Canul or Daysi Arauz Romero	204 N LIESER RD ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	26914	8/20/2025	171.00	Michael or Lia Lind	2900 NE WHITMAN AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	26915	8/20/2025	92.68	Midkiff Duncan,Mary	1811 FRANKLIN ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	26916	8/20/2025	151.73	Pierce,Margaret A	14108 NE 94TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26917	8/20/2025	102.11	Radabaugh Living Trust	10708 NE 92ND AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	26918	8/20/2025	33.38	Reed or Rachel Johnson	7509 DELAWARE LN ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	26919	8/20/2025	94.34	Rhode,Dawn or Lisa	13013 NE 53RD ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26920	8/20/2025	133.00	Robin or Jeffrey Pursley	1512 SE HAWKS VIEW CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	26921	8/20/2025	124.61	Scott C or Lilibeth Bundy	10109 NE 143RD AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26922	8/20/2025	186.03	Sitko,Nancy P	1814 SE 175TH AVE ,VANCOUVER,WA,98683

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	26923	8/20/2025	117.17	Smith,Todd or Cindy	4702 NE 49TH AVE .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26924	8/20/2025	321.62	Steven or Kathleen Bernhoft	4614 NE 25TH CT .VANCOUVER,WA,98663
Ad Hoc Payment	Check	26925	8/20/2025	21.38	Stuart,Melisae	3213 P ST .VANCOUVER,WA,98663
Ad Hoc Payment	Check	26926	8/20/2025	81.09	The Estate of Mary Heywood	110 W 28TH ST .VANCOUVER,WA,98660
Ad Hoc Payment	Check	26927	8/20/2025	22.90	Timothy or Sarah Cook	14103 SE MCGILLIVRAY BLVD .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26928	8/20/2025	86.16	Tri Mountain Redevelopment Llc	1414 BRANDT RD .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26929	8/20/2025	44.65	Volodymyr or Tetiana Korzun	5264 NE 121ST AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26930	8/20/2025	153.20	Williams,Michael	9017 SILVER STAR AVE .VANCOUVER,WA,98664
Supplier Payment	Check	26931	8/20/2025	16.80	Airgas, Inc	
Supplier Payment	Check	26932	8/20/2025	306,069.50	Allcon LLC	
Supplier Payment	Check	26933	8/20/2025	211.00	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Check	26934	8/20/2025	8,463.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	26935	8/20/2025	142.80	American Sani-Can	
Supplier Payment	Check	26936	8/20/2025	7,827.07	Arborscape Ltd Inc	
Supplier Payment	Check	26937	8/20/2025	2,404.25	Ashley Lichtle	
Supplier Payment	Check	26938	8/20/2025	5,304.00	Axon Enterprises Inc	
Supplier Payment	Check	26939	8/20/2025	169,214.30	B.C.V., Inc	
Supplier Payment	Check	26940	8/20/2025	11,101.39	Brown & Wilson Partnership LLC	
Supplier Payment	Check	26941	8/20/2025	147.50	Canine PT and Me, LLC	
Supplier Payment	Check	26942	8/20/2025	1,076.66	Carahsoft Technology	
Supplier Payment	Check	26943	8/20/2025	30,840.00	Century West Engineering Corp	
Supplier Payment	Check	26944	8/20/2025	403.92	Chappelles Towing LLC	
Supplier Payment	Check	26945	8/20/2025	8,484.93	Clark County Historical Society	
Supplier Payment	Check	26946	8/20/2025	7,814.71	Clark County Public Utility District No. 1	
Supplier Payment	Check	26947	8/20/2025	1,866.61	Clark County Public Utility District No. 1	
Supplier Payment	Check	26948	8/20/2025	533,488.58	Clark County Public Utility District No. 1	
Supplier Payment	Check	26949	8/20/2025	56.08	Clark County Public Utility District No. 1	
Supplier Payment	Check	26950	8/20/2025	59.99	Clark County Public Utility District No. 1	
Supplier Payment	Check	26951	8/20/2025	10,140.40	Clark County Public Utility District No. 1	
Supplier Payment	Check	26952	8/20/2025	7,961.60	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26953	8/20/2025	68,685.49	Clary Longview LLC	
Supplier Payment	Check	26954	8/20/2025	1,750.92	Clean Harbors Environmental Services Inc	
Supplier Payment	Check	26955	8/20/2025	13,504.49	Clifford & Martin, Inc	
Supplier Payment	Check	26956	8/20/2025	7,490.88	Columbia Precast Products, LLC	
Supplier Payment	Check	26957	8/20/2025	7,512.82	Columbia Resource Company	
Supplier Payment	Check	26958	8/20/2025	118.61	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26959	8/20/2025	18,849.64	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	26960	8/20/2025	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	26961	8/20/2025	7,272.03	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	26962	8/20/2025	10,050.00	David T. Van Veen	
Supplier Payment	Check	26963	8/20/2025	3,571.01	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	26964	8/20/2025	300.00	ERF Company Inc	
Supplier Payment	Check	26965	8/20/2025	8,736.50	Erickson Structural Consulting Engineers	
Supplier Payment	Check	26966	8/20/2025	21,000.00	Evergreen Habitat for Humanity	
Supplier Payment	Check	26967	8/20/2025	250.00	Evergreen School District 114	
Supplier Payment	Check	26968	8/20/2025	500.00	Friends of Trees	
Supplier Payment	Check	26969	8/20/2025	34,805.43	GBD Architects	
Supplier Payment	Check	26970	8/20/2025	1,632.00	General Pacific Inc	
Supplier Payment	Check	26971	8/20/2025	2,643.99	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	26972	8/20/2025	4,436.18	Greystone Partners, Inc	
Supplier Payment	Check	26973	8/20/2025	6,327.50	Groundwater Solutions, Inc.	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	26974	8/20/2025	2,669.24	GVP Ventures Inc	
Supplier Payment	Check	26975	8/20/2025	11,305.22	Hispanic Metropolitan Chamber	
Supplier Payment	Check	26976	8/20/2025	780.10	Howmedica Osteonics Corp	
Supplier Payment	Check	26977	8/20/2025	1,468.80	Jamestown Networks	
Supplier Payment	Check	26978	8/20/2025	2,204.83	L.N. Curtis & Sons	
Supplier Payment	Check	26979	8/20/2025	33,453.58	Life Insurance Company of North America	
Supplier Payment	Check	26980	8/20/2025	1,403.75	Maul Foster & Alongi Inc	
Supplier Payment	Check	26981	8/20/2025	82.15	MedTox Laboratories, Inc.	
Supplier Payment	Check	26982	8/20/2025	992.50	Michael Miller	
Supplier Payment	Check	26983	8/20/2025	100,141.91	Motorola Solutions Inc	
Supplier Payment	Check	26984	8/20/2025	1,210.47	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	26985	8/20/2025	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	26986	8/20/2025	5,898.75	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	26987	8/20/2025	5,358.34	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	26988	8/20/2025	351,770.23	Owen Equipment Co	
Supplier Payment	Check	26989	8/20/2025	3,644.17	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	26990	8/20/2025	880.00	Portland Adventist Medical Center	
Supplier Payment	Check	26991	8/20/2025	3,112.56	PPC Solutions Inc	
Supplier Payment	Check	26992	8/20/2025	1,364.68	River City Environmental	
Supplier Payment	Check	26993	8/20/2025	500.00	Rose Village Neighborhood Association	
Supplier Payment	Check	26994	8/20/2025	91.00	Sievers and Stepaniuk, PLLC	
Supplier Payment	Check	26995	8/20/2025	143.61	SiteCrafting Inc	
Supplier Payment	Check	26996	8/20/2025	4,538.20	Site Workshop Landscape Architecture, LLC	
Supplier Payment	Check	26997	8/20/2025	1,114.13	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	26998	8/20/2025	68,436.67	Southwest Washington Humane Society	
Supplier Payment	Check	26999	8/20/2025	12,964.48	Southwest Washington Regional Transportation Council	
Supplier Payment	Check	27000	8/20/2025	184,299.08	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	27001	8/20/2025	300.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	27002	8/20/2025	150.00	State of Washington Department of Transportation	
Supplier Payment	Check	27003	8/20/2025	25,692.21	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	27004	8/20/2025	1,641.24	Towing and Recovery Services, Inc.	
Supplier Payment	Check	27005	8/20/2025	600.00	Triangle Resources Inc	
Supplier Payment	Check	27006	8/20/2025	6,493.31	Triple J Enterprises, Inc.	
Supplier Payment	Check	27007	8/20/2025	4,744.33	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	27008	8/20/2025	63,298.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Check	27009	8/20/2025	102.65	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	27010	8/20/2025	816.00	W.B. Sprague Co. Inc.	
Supplier Payment	Check	27011	8/20/2025	3,018.69	Walter E Nelson Company	
Supplier Payment	Check	27012	8/20/2025	8,222.70	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	27013	8/20/2025	123,107.58	West Yost & Associates Inc.	
Supplier Payment	Check	27014	8/20/2025	3,847.06	Wolff Specialties LLC	
Supplier Payment	Check	27015	8/20/2025	310.97	WVP of Washington PC	
Supplier Payment	Check	27016	8/25/2025	5,718.75	Aflac	
Supplier Payment	Check	27017	8/25/2025	6,059.06	AFSCME Local #307	
Supplier Payment	Check	27018	8/25/2025	658.50	California State Disbursement Unit	
Supplier Payment	Check	27019	8/25/2025	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	27020	8/25/2025	491.00	Hawaii SDU	
Supplier Payment	Check	27021	8/25/2025	780.65	IAM Local #1374	

*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	27022	8/25/2025	8,800.19	Life Insurance Company of North America	
Supplier Payment	Check	27023	8/25/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	27024	8/25/2025	75.00	OPEIU Local #11	
Supplier Payment	Check	27025	8/25/2025	4,904.71	OPEIU Local #11	
Supplier Payment	Check	27026	8/25/2025	851.00	Teamsters Local #58	
Supplier Payment	Check	27027	8/25/2025	332.50	UA Local #290	
Supplier Payment	Check	27028	8/25/2025	3,038.04	Western Conference of Teamsters	
Supplier Payment	Check	27029	8/25/2025	1,495.92	Western Metal Industry Pension Plan	
Customer Refund	Check	27030	8/27/2025	516.87	BYRON HEGSTAD	Coverage ended
Miscellaneous Payment	Check	27031	8/27/2025	323.14	Chappelle's Towing LLC	CLAIM PAYMENT - DOI: 06/06/2025 - RISK
Miscellaneous Payment	Check	27032	8/27/2025	356.31	Diane Arp	Refund of parking permit #COV14725 no longer needed
Miscellaneous Payment	Check	27033	8/27/2025	353.60	Don Gosch	Claim Payment - DOI:08/15/2025 - RISK
Miscellaneous Payment	Check	27034	8/27/2025	94.00	ESD#112	Refund Fire/Safety Inspection Fees issued in error
Miscellaneous Payment	Check	27035	8/27/2025	3,665.78	Fatima Magomadova	SWR-376343 (Jobsite: 10719 SE 13th Cir.)
Miscellaneous Payment	Check	27036	8/27/2025	375.34	Frederic Cortez	CLAIM PAYMENT - DOI: 08/14/2025 - RISK
Miscellaneous Payment	Check	27037	8/27/2025	228.00	Habit Burger	Refund duplicate payment to INV#77075821
Miscellaneous Payment	Check	27038	8/27/2025	25.00	Joshua Salarzon	Refund duplicate payment on citation#7204803597
Miscellaneous Payment	Check	27039	8/27/2025	339.74	Keith Cockrell	Reissue of payroll check #2061
Miscellaneous Payment	Check	27040	8/27/2025	9,771.44	Kevin Paskowski	CMI-367136 (jobsite: 15730 NE 65th Street)
Miscellaneous Payment	Check	27041	8/27/2025	25.00	Leslie Salazar Gudiel	Refund duplicate payment to citation 7206006423.
Miscellaneous Payment	Check	27042	8/27/2025	411.32	Mavrick LLC	Refund parking permit COV14482 and COV14175
Miscellaneous Payment	Check	27043	8/27/2025	250.00	Miller Nash Graham & Dunn LLP	Refund excess business license fees paid
Miscellaneous Payment	Check	27044	8/27/2025	500.00	Seeds of Greatness Ministries - Damion Young	Damage Deposit refund
Miscellaneous Payment	Check	27045	8/27/2025	53.28	Tyler Lewis	Refund parking permit COV14601 no longer needed
Miscellaneous Payment	Check	27046	8/27/2025	177.00	Vancouver Warehouse	Refund duplicate payments
Miscellaneous Payment	Check	27047	8/27/2025	94.00	Walmart	Refund duplicate payment to INV#77078753
Ad Hoc Payment	Check	27048	8/27/2025	144.06	Andruss,Amber	800 SE 102ND AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	27049	8/27/2025	176.21	Ashbaugh,Leisa	10700 NE 46TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27050	8/27/2025	204.38	Bates,Imara	Utility Refunds: 0082010010-22 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27051	8/27/2025	84.61	Besselleu,Brian	4309 NE MORROW RD ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27052	8/27/2025	67.47	Bichler,Megan	907 SE 147TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27053	8/27/2025	331.56	Brush Enterprises LLC	2904 NE 145TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27054	8/27/2025	182.33	Carlson,Joshua or Sarah	8800 NE BENTON DR ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	27055	8/27/2025	246.82	Chang,Chi or Sandy	217 SE 152ND AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	27056	8/27/2025	50.03	Cone,Michelle or Christopher	5518 NE 40TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27057	8/27/2025	190.54	Davis,Cheryl	9122 NE 54TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	27058	8/27/2025	788.32	Delta Management	13216 NE 59TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27059	8/27/2025	365.43	Durant,Kimanh or Alan	5705 NE 89TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	27060	8/27/2025	420.85	Emerson,Patricia B	3817 NE 41ST ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27061	8/27/2025	91.81	Enjalran Family Trust	6614 IDAHO ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27062	8/27/2025	154.67	Esdaile,Sarah	4809 NE 51ST ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27063	8/27/2025	156.13	Estate of Germaine Warren	9132 NE 54TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	27064	8/27/2025	180.12	Ferguson,Shannon	3107 NE 103RD AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	27065	8/27/2025	20.34	Gary Moore or Kelly Mahlum	10316 NE 91ST AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	27066	8/27/2025	42.05	Guild,Jennifer	Utility Refunds: 0500003139-02
Ad Hoc Payment	Check	27067	8/27/2025	67.54	Hayer,Maheep	6607 NE 72ND CIR ,VANCOUVER,WA,98661

*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
Ad Hoc Payment	Check	27068	8/27/2025	155.17	Hiebert,Lavanda or Edwin	3211 E 17TH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	27069	8/27/2025	162.00	Hills,Jackie or Terrence	9206 NE 105TH AVE .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27070	8/27/2025	22.76	Hoa Ly or Nguyen Lam	6117 NE 33RD CIR .VANCOUVER,WA,98661
Ad Hoc Payment	Check	27071	8/27/2025	274.08	JMJ Properties LLC	3608 NE 135TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	27072	8/27/2025	271.65	Jordan Lexa or Bradley Stoneburg	2008 THOMPSON AVE .VANCOUVER,WA,98660
Ad Hoc Payment	Check	27073	8/27/2025	80.49	Kevin or Robin Miller	4215 NW LAVINA ST .VANCOUVER,WA,98660
Ad Hoc Payment	Check	27074	8/27/2025	159.04	Klagge,Kevin A	11302 NE 104TH ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27075	8/27/2025	190.00	Knight,Ethan	11619 NE 8TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	27076	8/27/2025	309.14	Lynn Szasz or Paul Angelo Szasz	15218 NE 25TH CIR .VANCOUVER,WA,98684
Ad Hoc Payment	Check	27077	8/27/2025	128.66	Martin,Brandon	1701 NE 130TH AVE .VANCOUVER,WA,98684
Ad Hoc Payment	Check	27079	8/27/2025	76.49	Miller,Melvin	12010 SE 13TH ST .VANCOUVER,WA,98683
Ad Hoc Payment	Check	27080	8/27/2025	30.22	Montgomery,Kaleigh Jo or Ryan	11508 NE 92ND ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27081	8/27/2025	33.37	Neudorfer,William or Margaret	1307 SE 189TH PL .VANCOUVER,WA,98683
Ad Hoc Payment	Check	27082	8/27/2025	132.09	Nylund Homes	8711 NE 160TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	27083	8/27/2025	109.13	Ohge,Jon or Tina	8413 NE LEWIS DR .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27084	8/27/2025	48.00	Papasadero,Otto or Marie	3207 SE BALBOA DR .VANCOUVER,WA,98683
Ad Hoc Payment	Check	27085	8/27/2025	38.85	Peterson,Erik	2105 SE 130TH AVE .VANCOUVER,WA,98683
Ad Hoc Payment	Check	27086	8/27/2025	21.45	Ponder,Michael or Anne	9510 NE 78TH ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27087	8/27/2025	99.82	Properties West 360	2904 NE 145TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	27088	8/27/2025	81.93	Rhea,Ellen	8413 NE 64TH CIR .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27089	8/27/2025	268.38	Royal,Tim or Julie	5018 NE 146TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	27090	8/27/2025	400.00	Strawter,William H	2118 NE 179TH PL .VANCOUVER,WA,98684
Ad Hoc Payment	Check	27091	8/27/2025	20.78	The Estate of Beverly Jo Dietrich	12711 NE 85TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	27092	8/27/2025	72.15	Tucker,Pamala	16714 NE 11TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	27093	8/27/2025	41.77	Wentzel,Denise	6305 NE 47TH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	27094	8/27/2025	6.38	Zavrel,Lauren	31 TERRACE DR .VANCOUVER,WA,98661
Supplier Payment	Check	27095	8/27/2025	631.60	Accurate Corporate Services Inc	
Supplier Payment	Check	27096	8/27/2025	47.60	Airgas, Inc	
Supplier Payment	Check	27097	8/27/2025	4,123.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	27098	8/27/2025	3,777.15	Arborscape Ltd Inc	
Supplier Payment	Check	27099	8/27/2025	10,154.18	AT & T Mobility National Accounts LLC - Remit-To: AT & T Mobility	
Supplier Payment	Check	27100	8/27/2025	907.65	Bounce-N-Battle LLC	
Supplier Payment	Check	27101	8/27/2025	744.19	Carahsoft Technology	
Supplier Payment	Check	27102	8/27/2025	200.00	CDS Airbrushing & Coaching LLC	
Supplier Payment	Check	27103	8/27/2025	2,929.06	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	27104	8/27/2025	10,742.06	CFM Strategic Communications, Inc.	
Supplier Payment	Check	27105	8/27/2025	923.71	Chicago Title Company of WA	
Supplier Payment	Check	27106	8/27/2025	164.34	Cintas	
Supplier Payment	Check	27107	8/27/2025	4,648.49	Clark County Public Utility District No. 1	
Supplier Payment	Check	27108	8/27/2025	557,343.93	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	27109	8/27/2025	205,000.00	Columbia River Mental Health Services	
Supplier Payment	Check	27110	8/27/2025	2,214.80	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	27111	8/27/2025	6,615.00	Davidson Benefits Planning	
Supplier Payment	Check	27112	8/27/2025	3,403.27	Ecolights Northwest LLC	
Supplier Payment	Check	27113	8/27/2025	1,003.20	Esix Sportswear	
Supplier Payment	Check	27114	8/27/2025	6,815.00	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	27115	8/27/2025	11,814.38	Fourth Plain Forward	
Supplier Payment	Check	27116	8/27/2025	92.48	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	27117	8/27/2025	46,338.61	Harper Houf Peterson Righellis Inc	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	27118	8/27/2025	11,211.15	Herrera Environmental Consultants Inc	
Supplier Payment	Check	27119	8/27/2025	1,063.82	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	27120	8/27/2025	1,468.80	Jamestown Networks	
Supplier Payment	Check	27121	8/27/2025	19,775.30	Janus Youth Programs Inc	
Supplier Payment	Check	27122	8/27/2025	1,174.50	Keller Rohrback LLP	
Supplier Payment	Check	27123	8/27/2025	1,814.76	King County Directors Association Purchasing Department	
Supplier Payment	Check	27124	8/27/2025	4,927.50	Kramer Gehlen & Associates	
Supplier Payment	Check	27125	8/27/2025	3,722.76	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	27126	8/27/2025	26,421.26	Language Line Services, Inc.	
Supplier Payment	Check	27127	8/27/2025	3,748.00	Mallory Safety & Supply LLC	
Supplier Payment	Check	27128	8/27/2025	2,500.00	MICHAEL KEVIN ANDERSON	
Supplier Payment	Check	27129	8/27/2025	775.52	National Safety Inc	
Supplier Payment	Check	27130	8/27/2025	2,329.43	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	27131	8/27/2025	451.17	Parametrix, Inc	
Supplier Payment	Check	27132	8/27/2025	4,736.00	Portland Adventist Medical Center	
Supplier Payment	Check	27133	8/27/2025	36,478.63	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc	
Supplier Payment	Check	27134	8/27/2025	10,806.50	Rajmi & Associates, Inc.	
Supplier Payment	Check	27135	8/27/2025	890.53	River City Environmental	
Supplier Payment	Check	27136	8/27/2025	5,304.83	SeaWestern Inc	
Supplier Payment	Check	27137	8/27/2025	11,616.67	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	27138	8/27/2025	10.36	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	27139	8/27/2025	1,175.04	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	27140	8/27/2025	2,000.00	Theodore J Becker, PHD	
Supplier Payment	Check	27141	8/27/2025	975.22	Traffic Safety Supply Co Inc	
Supplier Payment	Check	27142	8/27/2025	200.00	Triangle Resources Inc	
Supplier Payment	Check	27143	8/27/2025	1,123.36	Triple J Enterprises, Inc.	
Supplier Payment	Check	27144	8/27/2025	95.00	Vancouver Granite Works Inc	
Supplier Payment	Check	27145	8/27/2025	102.65	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	27146	8/27/2025	163.20	W.B. Sprague Co. Inc.	
Supplier Payment	Check	27147	8/27/2025	2,452.40	Walter E Nelson Company	
Supplier Payment	Check	27148	8/27/2025	800.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	27149	8/27/2025	9,279.92	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	27150	8/27/2025	6,897.50	WELL Cogir Tenant III LLC	
Supplier Payment	Check	27151	8/27/2025	114.35	Willis Towers Watson Insurance Services West Inc	
Supplier Payment	Check	27152	8/27/2025	7,143.70	Wire Works LLC	
			Check	3,551,994.70		
Expense Payment	Direct Deposit	EFT-00311301	8/21/2025	898.74	Jacob Britt	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311302	8/21/2025	92.04	Geoffrey Robbins	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311303	8/21/2025	277.00	Heladio Cardenas de	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311304	8/21/2025	185.00	Marc Patchin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311305	8/21/2025	142.50	Steven Greig	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311306	8/21/2025	234.45	Dene Foral	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311307	8/21/2025	16.00	Jessica George	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311308	8/21/2025	115.50	Patricia Thompson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311309	8/21/2025	72.10	Heather Abbott	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311310	8/21/2025	70.47	Jason Nicholson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311311	8/21/2025	171.00	Dayvid Rypinski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311312	8/21/2025	185.00	Matthew Hankins	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311313	8/21/2025	7.28	Caitlin Zirschky	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00311314	8/21/2025	915.00	Carson Hoover	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00311315	8/21/2025	129.00	Jamie Haske	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311316	8/21/2025	129.00	Jeremy Vanroyce	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311317	8/21/2025	129.00	Conrad Iranon	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311318	8/21/2025	129.00	Audrey Preston	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311319	8/21/2025	129.75	Jeffrey Coad	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311320	8/21/2025	437.00	Edward Letarte	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311321	8/21/2025	129.75	Robert Weber	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311322	8/21/2025	450.00	Andrew Nevue	Travel Advance

*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
Cash Advance Payment	Direct Deposit	EFT-00311323	8/21/2025	182.75	Anthony Tortorici	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311324	8/21/2025	380.00	Kimberly Kapp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311325	8/21/2025	432.50	Patrick Moore	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311326	8/21/2025	51.00	James Kelly	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00311327	8/21/2025	51.00	Franklin Gomez	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313500	8/28/2025	469.25	Alex Zaferis	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313501	8/28/2025	383.50	Sean Suarez	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313502	8/28/2025	103.50	Heidi Scarpelli	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313503	8/28/2025	453.50	Ryan Starbuck	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313504	8/28/2025	170.00	Bret Olson	Travel Advance
Expense Payment	Direct Deposit	EFT-00313505	8/28/2025	25.50	Tony Davidson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313506	8/28/2025	40.99	Samantha Moody	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313507	8/28/2025	5,589.00	Paul Porter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313508	8/28/2025	25.50	Spencer Frasier	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313509	8/28/2025	35.00	Neil Martin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313510	8/28/2025	20.60	Dan Lloyd	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313511	8/28/2025	309.51	Scott Kovach	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313512	8/28/2025	124.00	Jaron Yankovich	Employee Reimbursement
			Direct Deposit	13,891.68		
Supplier Payment	EFT	EFT-00311328	8/21/2025	11,260.80	McClure and Sons Inc.	
Supplier Payment	EFT	EFT-00311329	8/21/2025	2,800.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00311330	8/21/2025	25,070.84	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00311331	8/21/2025	3,344.78	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00311332	8/21/2025	3,377.50	Haley & Aldrich, Inc	
Supplier Payment	EFT	EFT-00311333	8/21/2025	119,390.76	F.D. Thomas, Inc.	
Supplier Payment	EFT	EFT-00311334	8/21/2025	4,240.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00311335	8/21/2025	84,106.19	Capture Contracting, LLC	
Supplier Payment	EFT	EFT-00311336	8/21/2025	1,115.20	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00311337	8/21/2025	35,642.88	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00311338	8/21/2025	26,090.24	Pacific Drain Services LLC	
Supplier Payment	EFT	EFT-00311339	8/21/2025	7,804.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00311340	8/21/2025	8,369.52	Power Systems West LLC	
Supplier Payment	EFT	EFT-00311341	8/21/2025	299.20	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00311342	8/21/2025	4,868.40	Wallis Engineering PLLC - Remit-To: Wallis Engineering	
Supplier Payment	EFT	EFT-00311343	8/21/2025	29,031.86	Share	
Supplier Payment	EFT	EFT-00311344	8/21/2025	21,795.64	Nearmap US Inc	
Supplier Payment	EFT	EFT-00311345	8/21/2025	5,837.40	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00311346	8/21/2025	129,542.66	Rotschy Inc	
Supplier Payment	EFT	EFT-00311347	8/21/2025	40,698.75	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00311348	8/21/2025	675.00	Avolve Software Corp	
Supplier Payment	EFT	EFT-00311349	8/21/2025	66,162.92	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00311350	8/21/2025	9,369.26	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00311351	8/21/2025	849,656.54	Operations Management International Inc	
Supplier Payment	EFT	EFT-00311352	8/21/2025	4,000.00	Pacific Talent Inc	
Supplier Payment	EFT	EFT-00311353	8/21/2025	1,076.92	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00311354	8/21/2025	1,246.85	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00311355	8/21/2025	2,558.33	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00311356	8/21/2025	10,983.25	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00311357	8/21/2025	735.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00311358	8/21/2025	2,757.32	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00311359	8/21/2025	7,054.45	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00311360	8/21/2025	5,000.00	Elysium Events LLC	
Supplier Payment	EFT	EFT-00311361	8/21/2025	10,485.00	Terracon Consultants Inc - Remit-To: Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00311362	8/21/2025	4,280.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00311363	8/21/2025	1,430,308.49	Tapani Inc	
Supplier Payment	EFT	EFT-00311364	8/21/2025	11,470.00	PointNorth Consulting, Inc.	
Supplier Payment	EFT	EFT-00311365	8/21/2025	500.00	New Life Recovery Services	
Supplier Payment	EFT	EFT-00311366	8/21/2025	8,211.09	Signature Roof Service LLC	
Supplier Payment	EFT	EFT-00311367	8/21/2025	13,999.00	GMP Consultants	
Supplier Payment	EFT	EFT-00311368	8/21/2025	333,112.91	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00311369	8/21/2025	613.61	Evergreen Orchards LLC	
Supplier Payment	EFT	EFT-00311370	8/21/2025	31,944.37	Wager Audio Inc	
Supplier Payment	EFT	EFT-00311371	8/21/2025	27,352.05	Pacific Landscape Services 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	EFT	EFT-00311372	8/21/2025	56,253.22	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00311373	8/21/2025	11,355.42	ConvergeOne Inc	
Supplier Payment	EFT	EFT-00311374	8/21/2025	9,959.45	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00311375	8/21/2025	32,231.39	Meteredeaders LLC	
Supplier Payment	EFT	EFT-00311376	8/21/2025	22,745.92	David Evans and Associates, Inc.	
Supplier Payment	EFT	EFT-00311377	8/21/2025	24,211.62	Routeaware, Inc.	
Supplier Payment	EFT	EFT-00313398	8/25/2025	144.43	Legal Shield	
Supplier Payment	EFT	EFT-00313399	8/25/2025	20,327.08	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00313400	8/25/2025	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00313401	8/25/2025	33,499.29	IAFF Local #452	
Supplier Payment	EFT	EFT-00313402	8/25/2025	12,005.74	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00313453	8/28/2025	9,116.22	PSI Water Technologies Inc	
Supplier Payment	EFT	EFT-00313454	8/28/2025	78,913.57	Consort North America Inc - Remit-To: Consort North America Inc	
Supplier Payment	EFT	EFT-00313455	8/28/2025	80.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00313456	8/28/2025	20,675.99	Limeade, Inc	
Supplier Payment	EFT	EFT-00313457	8/28/2025	7,787.25	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00313458	8/28/2025	105,680.60	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00313459	8/28/2025	22,920.00	Benevate, Inc. - Remit-To: Benevate, Inc	
Supplier Payment	EFT	EFT-00313460	8/28/2025	10,677.03	AHA Mobile Repair and Fleet Services	
Supplier Payment	EFT	EFT-00313461	8/28/2025	3,016.15	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00313462	8/28/2025	1,641.87	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00313463	8/28/2025	7,500.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00313464	8/28/2025	2,500.00	BAE Urban Economics, Inc.	
Supplier Payment	EFT	EFT-00313465	8/28/2025	14,041.42	Oregon Native American Chamber	
Supplier Payment	EFT	EFT-00313466	8/28/2025	10,021.35	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00313467	8/28/2025	3,682.00	Nolan Merriman	
Supplier Payment	EFT	EFT-00313468	8/28/2025	6,260.00	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00313469	8/28/2025	1,444.56	Emerald Services Inc - Remit-To: Emerald - Dallas TX	
Supplier Payment	EFT	EFT-00313470	8/28/2025	4,242.83	Fehr & Peers	
Supplier Payment	EFT	EFT-00313471	8/28/2025	17,579.38	Tapani Inc	
Supplier Payment	EFT	EFT-00313472	8/28/2025	165.00	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00313473	8/28/2025	1,359.62	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00313474	8/28/2025	2,256.28	Sarkinen Plumbing, Inc.	
Supplier Payment	EFT	EFT-00313475	8/28/2025	1,610.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00313476	8/28/2025	2,543.25	Cascade Industrial Services LLC	
Supplier Payment	EFT	EFT-00313477	8/28/2025	156.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00313478	8/28/2025	22,451.20	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00313479	8/28/2025	200.73	Power Systems West LLC	
Supplier Payment	EFT	EFT-00313480	8/28/2025	145,224.70	Outsiderinn.org	
Supplier Payment	EFT	EFT-00313481	8/28/2025	1,370.25	Fire Systems West	
Supplier Payment	EFT	EFT-00313482	8/28/2025	2,193.85	Solid Waste Systems	
Supplier Payment	EFT	EFT-00313483	8/28/2025	2,141.93	Evergreen Orchards LLC	
Supplier Payment	EFT	EFT-00313484	8/28/2025	7,342.50	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00313485	8/28/2025	140.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00313486	8/28/2025	1,080.00	Rotzschy Inc	
Supplier Payment	EFT	EFT-00313487	8/28/2025	38.41	Ziply Fiber	
Supplier Payment	EFT	EFT-00313488	8/28/2025	19,124.38	PowerDMS, Inc.	
Supplier Payment	EFT	EFT-00313489	8/28/2025	77,792.00	Safeware, Inc.	
Supplier Payment	EFT	EFT-00313490	8/28/2025	853.38	Aramco	
Supplier Payment	EFT	EFT-00313491	8/28/2025	2,292.69	Contract Land Staff LLC	
Supplier Payment	EFT	EFT-00313492	8/28/2025	18,350.59	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00313493	8/28/2025	17,026.25	Mackay Sposito Inc	
Supplier Payment	EFT	EFT-00313494	8/28/2025	1,863.50	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00313495	8/28/2025	1,953.77	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00313496	8/28/2025	234.25	Terracon Consultants Inc - Remit-To: Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00313497	8/28/2025	82,735.44	Live Love Outreach	
Supplier Payment	EFT	EFT-00313498	8/28/2025	88,540.82	Kennedy Jenks Consultants, Inc.	
Supplier Payment	EFT	EFT-00313499	8/28/2025	13,062.50	Sazan Group, 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
			EFT	4,464,149.41		
Supplier Payment	Manual Wire		8/15/2025	455.98	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		8/15/2025	152.00	Bank of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		8/19/2025	120,694.67	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		8/20/2025	76,922.28	Paymentus Corporation	
Supplier Payment	Manual Wire		8/21/2025	27,178.10	Washington Dental Service	
Supplier Payment	Manual Wire		8/21/2025	242,630.93	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/21/2025	114.61	KFPro, Inc	
Supplier Payment	Manual Wire		8/21/2025	1,695.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		8/25/2025	35,393.95	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		8/25/2025	7,281.81	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		8/25/2025	28,250.00	Washington State Firefighters	
Supplier Payment	Manual Wire		8/25/2025	5,194.18	Washington SDU	
Supplier Payment	Manual Wire		8/25/2025	338,973.31	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		8/25/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		8/25/2025	66,555.58	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		8/25/2025	1,617.36	VSP Vision Care Inc	
Supplier Payment	Manual Wire		8/25/2025	122,653.20	Armwins Group, Inc.	
Supplier Payment	Manual Wire		8/25/2025	94,757.28	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/26/2025	189.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		8/26/2025	1,408,153.23	Internal Revenue Service	
Supplier Payment	Manual Wire		8/26/2025	530,388.88	State of Washington Department of Revenue - Remit-To: Washington State Department of Revenue - PO Box	
Supplier Payment	Manual Wire		8/27/2025	15,099.91	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		8/27/2025	51,335.20	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		8/28/2025	835,728.23	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		8/28/2025	424.99	KFPro, Inc	
Supplier Payment	Manual Wire		8/28/2025	91,258.76	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		8/29/2025	20,795.57	Washington Dental Service	
Supplier Payment	Manual Wire		8/29/2025	281,357.06	Blue Cross Blue Shield of Oregon	
			Manual Wire	4,405,837.07		
			Checks	3,551,994.70		
			Direct Deposit	13,891.68		
			EFT	4,464,149.41		
			8/25/2025	13,397.65	City Payments	Posted 08-18-25 to 08-24-25
			9/2/2025	16,602.19	City Payments	Posted 08-25-25 to 08-31-25
			Hansen Total	29,999.84		
			8/25/2025	1,336.00	Miscellaneous	Parks Class Refunds FCC 08-18-25 to 08-24-25
			8/25/2025	1,123.00	Miscellaneous	Parks Class Refunds MCC 08-18-25 to 08-24-25
			9/2/2025	668.00	Miscellaneous	Parks Class Refunds FCC 08-25-25 to 08-31-25
			9/2/2025	2,857.00	Miscellaneous	Parks Class Refunds Special Events 08-25-25 to 08-31-25
			VISA Total	5,984.00		
			Payroll Total	4,597,609.61		
			GRAND TOTAL	17,069,466.31		

City of Vancouver
Payroll Council Report
August 18, 2025 - August 31, 2025

[illegible]

\$ 4,597,609.61

AN ORDINANCE relating to business licenses; amending VMC 5.04.075 and 5.04.090; providing for severability and an effective date.

Staff Report: 178-25

To: Mayor and City Council
From: City Manager
Date: September 8, 2025

Subject

Ordinance Updating Business License Thresholds

Key Points

- City municipal code has to be consistent with the uniform licensing provisions of the model ordinance, consistent with the State of Washington statutes contained in RCW 35.90. Effective January 1, 2026, the lower business license threshold will increase from \$2,000 to \$4,000 in gross income, exempting more small businesses from license fees.
- The upper threshold for determining the business license fee and employee surcharge will rise from \$50,000 to \$53,000 in gross income, keeping up with the CPI-U since the threshold was created.
- Starting in 2030, both thresholds will be adjusted every four years based on the Consumer Price Index for All Urban Consumers (CPI-U), Western Region, to account for inflation.
- These changes are expected to result in an estimated annual revenue reduction of approximately \$140,000. The General Fund impact is expected to be about \$25,200 a year.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Present Situation

In 2017, the Washington State Legislature passed Engrossed House Bill (EHB) 2005, now codified in RCW 35.90, requiring cities that issue general business licenses to adopt a model ordinance establishing uniform licensing provisions. Among its key elements, the ordinance includes a standardized definition of “engaging in business” and sets a minimum gross income threshold for when out-of-city businesses must obtain a license.

As part of this effort, all cities adopted the initial model ordinance in 2018, which set a \$2,000 gross receipts threshold for out-of-city businesses before requiring licensure. This threshold created a consistent baseline across jurisdictions.

In 2024, a statewide workgroup of cities convened to review and update the model ordinance. Following that review, the group recommended raising the out-of-city gross receipts threshold from \$2,000 to \$4,000. This update was approved and is now mandatory for all cities to implement no later than January 1, 2026.

While cities are only required to raise the threshold for out-of-city businesses, staff recommends applying the same \$4,000 threshold to all businesses, including those operating within city limits. This

approach promotes equity, simplifies compliance, and supports small business owners by reducing regulatory burden for those with limited income-generating activity.

Additionally, staff recommends increasing the upper licensing threshold from \$50,000 to \$53,000 in gross income to keep up with the inflationary impacts since the legislation was adopted. This adjustment better reflects inflationary trends and creates a modest buffer before businesses are subject to the city's employee-based fee structure.

To ensure thresholds remain current over time, both the lower and upper gross income thresholds will be automatically adjusted every four years, beginning January 1, 2030, using the Consumer Price Index for All Urban Consumers (CPI-U), Western Region.

The proposed changes are expected to result in a reduction in business license revenue of approximately \$140,000 annually, primarily due to expanded exemptions and the reclassification of a portion of businesses to lower fee tiers. Of this amount, the impact to the General Fund is expected to be around \$25,200 per year.

Advantage(s)

The update will align with statewide uniformity for out-of-city businesses, as required by state law. Further, the updates will better align the thresholds with inflation, adjusting outdated thresholds to better reflect today's dollars.

Challenge(s)

A reduction in business license revenue of approximately \$140,000 is anticipated as a result of increasing the thresholds.

Budget Impact

A reduction in business license revenue of approximately \$140,000, which consists of \$25,200 to the General Fund, \$25,200 to the Parks, Recreation and Cultural Services Special Revenue Fund, \$33,600 to the Economic Development Fund, and \$56,000 to the Transportation Special Revenue Fund.

Prior Council Review

City Council Consent - August 25, 2025

Action Requested

On Monday, September 8, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Staff Contact

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

Attachments:

1. Ordinance
2. 2026 Model Ordinance Fact Sheet (AWC)

08/25/2025 (Date of First Reading)
09/08/2025 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to business licenses; amending VMC 5.04.075 and 5.04.090; providing for severability and an effective date.

WHEREAS, the City of Vancouver is a first class charter city authorized by RCW 35.22.280 to grant licenses for any lawful purpose, and to fix by ordinance the amount to be paid therefor, and

WHEREAS, chapter 35.90 RCW requires all cities to adopt a minimum threshold exemption to establish when out-of-town or transient businesses are required to be licensed; and

WHEREAS, the Legislature enacted RCW 35.90.080 to address out-of-city licensing/delivery concerns; and

WHEREAS, on March 11, 2025, the Association of Washington Cities (AWC) amended its model ordinance that cities must follow to increase the minimum threshold for out-of-city businesses from \$2,000 to \$4,000; and

WHEREAS, the City is obligated to amend its business licensing code to reflect the amendment to the model ordinance and provide at least 75-days notice to the state's Business Licensing Service for business administration by January 1, 2026;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. VMC 5.04.075 as last amended by Section 2 of Ordinance M-4192 (2022), is amended as follows, with added text in underscore and deleted text in ~~striketrough~~:

5.04.075 Exemptions – Review by director.

A. The following persons and organizations shall be exempt from paying the base business license fee and the business license fee surcharge; provided, that they seek and obtain review and approval of same from the director of financial and management services or his or her designate and are issued a determination of exemption, as set forth in this chapter:

1. *Gross Receipts Threshold.* A person who generates annual gross receipts from engaging in business within the city that are equal to or less than ~~\$2,000~~\$4,000. The threshold contained in Subsections A(1) and A(5) is subject to the following:

Beginning January 1, 2026, the threshold amount will be adjusted every forty-eight months on January 1, with the first adjustment occurring on January 1, 2030, by an amount equal to the increase in the Consumer Price Index (“CPI”) for “West Urban, All Urban Consumers” (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

2. *Governmental Entities.* A governmental entity engaging the exercise of governmental functions.

3. A nonprofit organization created for fundraising activities only, that meets all of the following criteria:

a. An organization exempt from tax under Section 501(c)(3), (c)(4), or (c)(10) of the federal Internal Revenue Code (26 U.S.C. Section 501(c)(3), (c)(4), or (c)(10)); and

b. The members, stockholders, officers, directors, or trustees of the organization who do not receive any part of the organization's gross income, except as payment for services rendered; and

c. The compensation received by any person for services rendered to the organization does not exceed an amount reasonable under the circumstances; and

d. The activities of the organization do not include a substantial amount of political activity, including but not limited to influencing legislation and participation in any campaign on behalf of any candidate for political office; and

e. The activities of the organization solely include "fundraising activities," including soliciting or accepting contributions of money or other property or activities involving the anticipated exchange of goods or services for money between the soliciting organization and the organization or person solicited, for the purpose of furthering the goals of the nonprofit organization.

4. *Casual or Isolated Sales.* A person who engages only in casual and isolated sales, which means a sale made by a person who is not engaged in the business of selling the type of property involved. Persons who hold themselves out to the public as making sales at retail or wholesale are deemed to be engaged in business, and sales made by them of the type of property which they hold themselves out as selling are not casual or isolated sales even though such sales are not made frequently.

5. For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ~~\$2,000~~\$4,000, and who does not maintain a place of business within the city, shall submit a business license registration to the director or designee. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

B. The following persons and organizations shall be exempt from paying the business license fee surcharge only; provided, that they seek and obtain review and approval of same from the director of financial and management services or his or her designate and are issued a determination of exemption:

1. Nonprofits and certain organizations exempt from federal income tax including but not limited to:

a. *Religious.* A nonprofit business operated exclusively as a place of worship.

b. *Civic, Service and Social Organizations.* Civic groups, service clubs, and social organizations that are not engaged in any profession, trade, calling, or occupation, but are organized to provide civic, service, or social activities.

c. *Certain Organizations Exempt from Federal Income Tax.* An organization that files with the city a copy of its current IRS 501(c)(3) exemption certificate issued by the Internal Revenue Service and which does not generate revenues from retail sales or services.

2. *State or Federal Preemption.* A person whose business activities are exempt from business licensing due to preemption by state or federal law.

3. *Medicaid-Funded Nursing and Boarding Homes.* Nursing homes licensed under Chapter 18.51 RCW and boarding homes licensed under Chapter 18.20 RCW which provide care under contract with the Department of Social and Health Services to persons who are Medicaid recipients.

4. *Gross Receipts Threshold.* A person who generates gross receipts from engaging in business within the city revenue that are greater than ~~\$2,000~~\$4,000 and equal to or less than ~~\$50,000~~\$53,000. The thresholds contained in this Subsection B(4) are subject to the following:

Beginning January 1, 2026, the threshold amounts will be adjusted every forty-eight months on January 1, with the first adjustment occurring on January 1, 2030, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

Section 2. VMC 5.04.090 as last amended by Section 3 of Ordinance M-4390 (2022), is amended as follows, with added text in underscore and deleted text in ~~strikethrough~~:

5.04.090 Business license required.

Except as provided in this chapter, no person shall engage in any business or activity in the city without having first obtained and being the holder of a valid and subsisting license so to do, to be known as a business license, issued under the provisions of this chapter, as hereinafter provided, and without paying the license fee or tax imposed by this chapter, if any; provided, that those persons exempted by VMC 5.04.075(A) shall not be required to pay a license fee. Payment of the license fee shall accompany the application for the license. Such license shall expire on the last day of the month which is one calendar year from the day it was issued. The license may be prorated to match existing expiration dates. A new license and fee shall be required for each year. Application for the license shall be made to and issued by the city manager or his designee on forms provided by him.

The license shall be personal and nontransferable.

There shall be a separate business license for each separate location at which business is transacted.

For business licenses issued or renewed on or after April 1, 2023, the annual base business license fee shall be:

1. For any person or business engaging in business within the city whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ~~\$2,000~~\$4,000, no base business license fee or surcharge is owed, pursuant meets the exemption criteria of VMC 5.04.075(A)(1) and (A)(5).

2. For any person or business engaging in business within the city whose annual value of products, gross proceeds of sales, or gross income of the business in the city is greater than ~~\$2,000~~\$4,000 and equal to or less than ~~\$50,000~~\$53,000, the annual base business license fee shall be \$50.00 for each separate location at which business is transacted. The annual base business license fee provided for by this subsection shall be increased annually by \$1.00 through year 2030.

	Annual License Fee
2023	\$50.00
2024	\$51.00
2025	\$52.00
2026	\$53.00

2027	\$54.00
2028	\$55.00
2029	\$56.00
2030	\$57.00

The annual base business license fee provided for in this subsection shall be increased annually pursuant to the methodology set forth in VMC 3.08.100 beginning on January 1, 2031.

3. For any person or business engaging in business within the city whose annual value of products, gross proceeds of sales, or gross income of the business in the city is greater than ~~\$50,000~~\$53,000, the annual base business license fee shall be a flat fee of \$300.00 for each separate location at which business is transacted. The annual base business license fee provided for in this subsection shall increase annually in accordance with Table 3(A) below. The annual base business license fee provided for by this subsection shall be increased annually pursuant to the methodology set forth in VMC 3.08.100 beginning on January 1, 2031.

Beginning January 1, 2026, the threshold amounts provided for in this VMC 5.04.090 will be adjusted every forty-eight months on January 1, with the first adjustment occurring on January 1, 2030, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

4. *Table 3(A)*. Annual increases in the annual base business license fee for each separate location at which business is transacted:

	Annual License Fee
2023	\$300.00

	Annual License Fee
2024	\$315.00
2025	\$331.00
2026	\$347.00
2027	\$365.00
2028	\$383.00
2029	\$402.00
2030	\$422.00

Each license shall be numbered, shall show the name, place and character of business of the taxpayer, such other information as the city manager or his designee deems necessary, and shall at all times be conspicuously posted in the place of business for which it is issued. Where a place of business of the taxpayer is changed, the taxpayer shall return such license to the city manager or his designee, and a new license shall be issued for the new place of business free of charge.

A business license application must be filed with the State Department of Revenue Business Licensing Service to apply for a city business license. Special licenses may be issued by the city of Vancouver finance department. A business license does not authorize illegal activities.

No person to whom a license has been issued pursuant to this chapter shall allow any person for whom a separate license is required to operate under or to display his license, nor shall such other person operate under or display such license.

5. The revenue from the business license fees set forth in this section shall be distributed as follows:

a. Eighteen percent of every dollar shall be dedicated to public safety and well-being; and

b. Eighteen percent of every dollar shall be dedicated to parks major maintenance and capital; and

c. Forty percent of every dollar shall be dedicated to new capacity building street improvements; and

d. Twenty-four percent of every dollar shall be dedicated to public infrastructure improvements to facilitate economic development in city limits.

Section 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. This ordinance shall become effective January 1, 2026.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council:
_____, 2025.

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to business licenses; amending VMC 5.04.075 and 5.04.090; providing for severability and an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).



2026 City Business License Model Threshold update

Effective January 1, 2026

What are the main changes to the model threshold?

The main change in the update would make a one-time increase to a higher threshold to \$4000 for out-of-city businesses from the current \$2,000 threshold, effective January 1, 2026.

Other changes include:

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest \$100.

Could my city still require a no fee registration for out-of-city businesses below the threshold?

Cities retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold.

Was the definition of “engaging in business” changed?

No, the definition of engaging in business has not changed since the 2018 model was adopted.

What are the deadlines for all cities with business licenses to adopt the 2026 model threshold?

Cities with a business license **must** adopt the model by **January 1, 2026**.

However, cities that currently partner with the state’s Business Licensing Service (BLS) for business licensing administration must adopt it by mid-October 2025, because they must **provide BLS 75-day notice** of any changes to their business licenses, including this mandatory change.

What if my city has a higher threshold?

Cities can choose to enact a higher threshold. The \$4,000 city threshold for out-of-city businesses is the minimum level that every city must enact.

What if my city wants to have a threshold that applies to in-city businesses in addition to the out-of-city business threshold?

The \$4,000 threshold level for out-of-city businesses is a mandatory minimum threshold that every city business license city must adopt, but the law does not impact the city’s authority to have exemptions or other thresholds.

Cities can continue to require a license for businesses located in the city without regard to the threshold (unless the city chose to exempt these businesses).

Cities can also choose to enact a separate threshold exemption that applies to in-city businesses.

Who should my city notify when the model is adopted?

BLS partner cities: Send a completed Change Request Form to BLS notifying them of the update
All other cities: Email Sheila Gall, AWC (sheilag@awcnet.org) so we can track updates.

How will businesses find out about the changes?

Consider providing information on changes to your business license by adding information to your license renewal letter, sending a letter to your potentially impacted businesses, updating information on your city’s website or presenting to your local chamber.

Background on the 2018 model threshold

In the 2017 session, EHB 2005 (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law required cities to make changes to business licensing, including requiring cities with business licenses to establish a workgroup to create a model business license threshold by July 2018 for adoption by all business license cities by January 1, 2019.

2018 model ordinance for local business licenses – minimum threshold

The 2018 model included a mandatory definition of “engaging in business” and a \$2000 minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities adopted the model by January 1, 2019 (RCW 35.90.080).

Contact

Sheila Gall

General Counsel

sheilag@awcnet.org

wacities.org



CITY OF
Vancouver
WASHINGTON

Safe Routes to School - Action Plan Update

Maggie Derk

Senior Transportation Planner
Community Development

Kate Drennan

Transportation Planning Manager
Community Development

September 8, 2025

Safe Routes to School

Action Plan Overview



Engagement



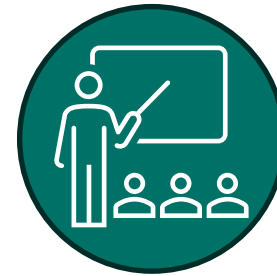
Equity



Encouragement



Engineering



Education



Evaluation

Safe Routes to School

Near-term Action Items

Connect with partners to understand existing programming and opportunities for collaboration. Identify SRTS leads/champions at schools.

- Monthly meetings with regional partners:
 - Clark County
 - Washington Traffic Safety Commission
 - Southwest Washington Regional Transportation Council
- Quarterly meetings with school districts:
 - Vancouver Public Schools
 - Evergreen Public Schools
- District transportation staff identified as leads.
- Cascade Bicycle Club meeting about bicycle safety education programming that is at Vancouver schools.

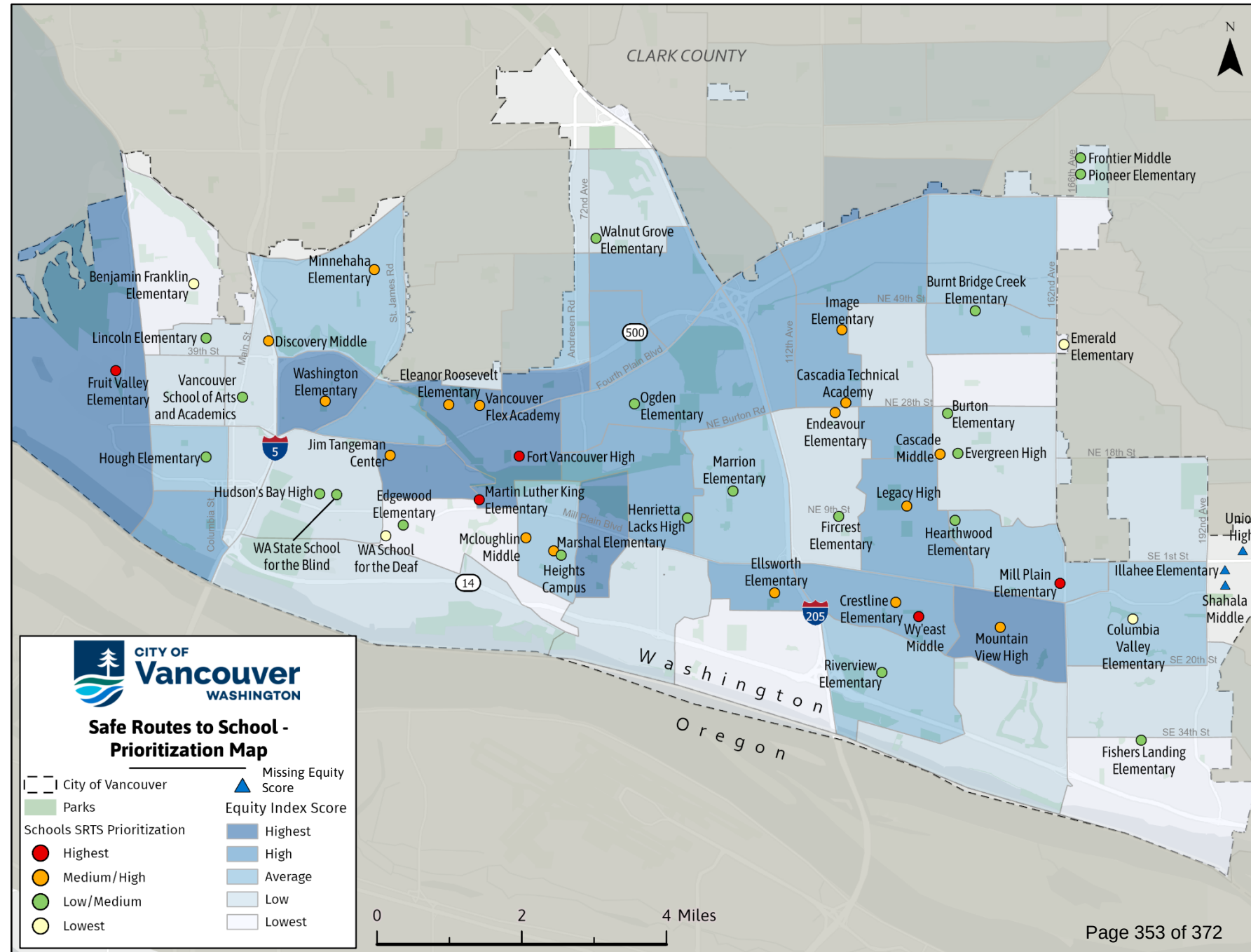


Safe Routes

Near-term Action

Create prioritization methodology

- Develop a prioritization methodology for schools that considers:
 - Title 1 status
 - Equity Index score
 - Crashes
 - Road Classification



Safe Routes to School

Near-term Action Items

Set up program webpage, develop educational resources and promote existing programs and resources.

- Developed program graphic, webpage and templates
- Ongoing buildout of educational resources
- Promoting partner resources and programs



The City of Vancouver envisions a future where walking, rolling, biking and small mobility options are safe, convenient, accessible and desirable for all students and families to get to and from school and around their neighborhoods. To get there, we are starting a Safe Routes to School program.



Thank You!



Maggie Derk

Senior Transportation Planner
maggie.derk@cityofvancouver.us





MEMORANDUM

DATE: August 25th, 2025

TO: Mayor and City Council

FROM: Lon Pluckhahn, City Manager

RE: Safe Routes to School – Action Plan Update

CC: Kate Drennan, Transportation Planning Manager, Community Development; Rebecca Kennedy, Deputy Director, Community Development.

Background

Safe Routes to School (SRTS) is a nationally recognized program that aims to make active transportation options safe, convenient, and fun for children traveling to and from school. While the City has worked with Vancouver schools in the past to improve infrastructure and written and supported related grant applications, the City has not had a formal program. Vancouver's Transportation System Plan calls on City staff to develop a SRTS program that enables and encourages students and caregivers to walk, roll, and bike to school along safe pathways.

This memo provides an update on the Safe Routes to School Action Plan, which outlines a framework to deliver a SRTS program for the City of Vancouver.

Action Plan Overview

To develop a well-rounded, comprehensive program, the City of Vancouver SRTS goals follow the national framework set by the Safe Routes Partnership¹ and are centered on the "Six Es": Engagement, Equity, Encouragement, Engineering, Education and Evaluation. Developing measurable action items to achieve these goals guides the next steps for implementation. The most near-term action items and relevant updates are described below.

¹ <https://www.saferoutespartnership.org/safe-routes-school/101/6-Es>

Action Items	Relevant Updates
Connect with partners currently supporting bike and pedestrian safety to understand existing programming and identify opportunities for collaboration.	• Meeting monthly with regional SRTS Partners, including Clark County (Transportation Planning, Public Health and Public Works), Washington Traffic Safety Commission and Southwest Washington Regional Transportation Council. • Meeting quarterly with each school district (Vancouver and Evergreen). • Meeting with Cascade Bicycle Club about their bicycle safety education programming that is at both Vancouver and Evergreen Public Schools. The Washington Department of Transportation is implementing bicycle safety education across the state and has contracted with Cascade Bicycle Club to implement this program.
Identify a point of contact/ SRTS champion at each school. This could be school staff or a parent volunteer.	• Both Vancouver and Evergreen school districts have identified staff in their transportation departments as temporary SRTS leads. This staff may become permanent SRTS leads or can help identify a contact at individual schools to fill this role.
Create a prioritization methodology—informed by CoV Equity Index, school resource needs, crash data and network gaps—to identify which schools should be prioritized for SRTS programming.	• The SRTS Program will need to prioritize investments and programming across more than 50 schools within city limits. The following factors were used in the prioritization methodology to determine which schools have the greatest need for SRTS programming and projects: ○ Title 1 status ○ The Equity Index Score ○ Crashes within ¼ of the school ○ Road classification – this helped capture traffic volumes and speeds
Identify infrastructure needs around schools through walk audits.	• Conducting existing conditions analysis around schools to help identify infrastructure gaps. • Developing a Route Audit worksheet for students and parents/guardians to assess their own route to school. This is a tool to help supplement City staff analysis.

Next Steps

Staff will continue to advance and track progress on the actions identified in the Safe Routes to School Action Plan.

Staff Contact:

Maggie Derk, Senior Transportation Planner, Community Development
Maggie.Derk@cityofvancouver.us, 360-487-7889

Laurel Priest, Associate Transportation Planner, Community Development
Laurel.Priest@cityofvancouver.us, 360-487-7941

Attachments

- City of Vancouver Safe Routes to School Action Plan



**Safe Routes
to School**



CITY OF
Vancouver
WASHINGTON



Safe Routes to School Action Plan

DRAFT

Transportation Planning | Community Development
August 2025

Contents

Introduction	1
Partners.....	3
Funding.....	6
Vision, Goals & Actions.....	7
Engagement.....	7
Equity.....	8
Encouragement.....	9
Engineering	10
Education	11
Evaluation.....	11

Development of this Action Plan was made possible by the Washington State Department of Commerce 2023-2025 Climate Planning Grant.

Introduction

What is Safe Routes to School?

Safe Routes to School (SRTS) is a national program that aims to make walking, rolling, biking and using small mobility devices safe, convenient, and fun for children traveling to and from school. This Action Plan outlines a framework to deliver a SRTS program for the City of Vancouver.

Why invest in SRTS?

Fewer kids walk and bike to school today than they did 50 years ago. In 1969, 48% of K-8 students walked or biked to school. By 2009, only 13% of students walked or biked to school.¹ In 2022, 51% of K-12 students were driven or drove themselves to school, 33% took the school bus or other transit to school and only 10% walked or biked.²

More students walking, rolling, biking and riding small mobility devices to and from school has many potential benefits not only for students and their families but for all Vancouverites.

- **Safer students:** Street improvement projects funded through SRTS as well as safety education can improve traffic safety for students traveling to and from school. Additionally, SRTS encourages students and families to walk, roll, bike or ride small mobility devices to and from school in groups, helping put more eyes on our streets.
- **Cost savings:** Using lower cost transportation options can reduce the amount of money families need for personal vehicle use and districts need for school bus service.
- **Reduced traffic congestion:** More students walking, rolling, biking, or riding small mobility devices to and from school can reduce traffic congestion during school drop-off and pick-up and within neighborhoods surrounding schools.
- **Cleaner air:** Encouraging more students to walk, roll, bike or ride small mobility devices to and from school can improve air quality by reducing vehicle trips and miles traveled.

1 National Center for Safe Routes to School. 2011. How children get to school: School Travel Patterns From 1969 to 2009. PedBikeInfo.com. www.pedbikeinfo.org/pdf/NHTS_school_travel_report_2011_0.pdf.

2 Federal Highway Administration. (2022). 2022 National Household Travel Survey, U.S. Department of Transportation, Washington, DC. <https://nhts.ornl.gov/>.

- **Healthier students:** Using active transportation modes to get to and from school supports increased physical activity and can improve student physical and mental health.
- **Better academic performance:** For some students, transportation can be a barrier to getting to school on time or at all. SRTS can not only help address this barrier, but it also encourages students to get physical activity on the way to school, which has been linked to improved academic performance.
- **More connected communities:** SRTS programs provide an opportunity for social connection between students and families as they walk, roll, bike or ride small mobility devices to and from school, helping to strengthen community connections.

Policy, Plan & Program Support

The benefits of SRTS align with the City of Vancouver's Core Values outlined in the [Strategic Plan](#): livability, equity and inclusion, innovation, sustainability and resiliency, and community trust and relationships. City policies outlined in the [2024-2044 Transportation System Plan](#) (TSP) and [Climate Action Framework](#) also support the development of an SRTS Program. The TSP's "Support Thriving Neighborhoods" policy framework calls on City staff to develop a SRTS program that enables and encourages students and caregivers to walk, roll, and bike to school along safe pathways. Additionally, the Climate Action Framework's Transportation and Land Use focus area identifies "driving trip reduction for local schools" to reduce emissions from on-road vehicles and specifically mentions SRTS as one tool to help achieve this. Other City of Vancouver plans and programs that will help inform the implementation of a SRTS program include:

- Equity Index and Displacement Risk toolset
- 2025 Equitable Development Strategy
- Language Access Plan
- Equitable Engagement Toolkit
- Transportation Improvement Program (TIP)
- 2025-2045 Our Vancouver Comprehensive Plan
- Neighborhood Traffic Calming Program
- Complete Streets Policy and Program

Partners

SRTS is a program that extends beyond the classroom into our communities and requires partnerships between school staff and volunteers, community groups, government agencies and elected officials.

The City of Vancouver will play a central role in convening relevant stakeholders and building collaborative partnerships to increase the reach and effectiveness of SRTS and help avoid duplicative efforts.

Figure 1 **Vancouver SRTS Partners**



School Staff & Parent Volunteers

School staff (at the district and local schools) and parent volunteers serve as the boots on the ground for SRTS, providing education and encouragement directly to students, implementing policies and programming that support physical activity and wellness and identifying traffic concerns surrounding school campuses. School partners identified for Vancouver SRTS include:

- Vancouver Public Schools (VPS)
- Evergreen Public Schools (EPS)
- Washington State School for the Deaf (WSD)
- Washington State School for the Blind (WSB)
- Parent Teacher Associations or Organizations (PTA/PTO)
- Family Community Resource Center (FCRC) Coordinators

Community Groups

Community groups may include non-profit organizations, active transportation advocates or other affinity groups related to student wellness and safety. These partners can help lead SRTS programs, advocate for desired infrastructure or cultural changes related to SRTS and offer lived experience on mobility issues to and from school. Potential community partners identified for Vancouver SRTS, their mission and, if applicable, their existing SRTS related efforts are listed in Table 1.

Table 1 **Potential Community Partners**

Community Group	Mission and/or SRTS Related Efforts
<u>Bike Clark County</u>	Local advocacy organization that provides various bike education programs.
<u>Cascade Bicycle Club</u>	Implementing Statewide School-Based Bicycle Safety Education Program, which includes in-school bike safety education for some schools in Vancouver.
<u>Clark County Bicycle and Pedestrian Advisory Committee</u>	Advises the county and participating City and State government staff on matters involving transportation for people walking and bicycling.
<u>Clark County Youth Commission</u>	Informs Clark County Council, staff and community organizations about issues important to youth, makes suggestions on how to address these issues and provides advice on how to build positive partnerships with youth.
<u>Community in Motion</u>	Connects community members with reliable transportation options that support healthy, independent living.
<u>Cycle Vancouver</u>	Local advocacy group for safe biking.

Community Group	Mission and/or SRTS Related Efforts
<u>Pasitos Gigantes Southwest Washington</u>	Provides support to parents and families with children with developmental disabilities.
<u>Vancouver Neighborhood Associations</u>	Brings neighbors together to work with the City to share information and resources, provide opportunities for community input, address neighborhood problems and undertake projects to benefit the neighborhood.
Local after school programs/facilities	Various organizations in Vancouver, such as the <u>Boys and Girls Club of Southwest Washington</u> and <u>Right At School</u> , provide after school programming that align with the goals for SRTS.
<u>Washington Safe Routes to School Network</u>	Network of organizations across Washington that share SRTS information and resources.
<u>Bikes for Kids Foundation</u>	National organization that provides new bicycles and helmets to underserved second and third grade students.
<u>Safe Routes Partnership</u>	National organization that provides technical support, research, advocacy and information and resource sharing related to SRTS.

Government Agencies

Coordination between state, regional and local government agencies can expand resources for SRTS and can provide school districts and community groups access to funding, data sets, staff time and expertise to support various components of SRTS. Government agency partners identified for Vancouver SRTS include:

- Washington State Department of Transportation (WSDOT)
- Washington Traffic Safety Commission (WTSC)
- Washington State Department of Health Safe Kids Coalition (Safe Kids)
- Southwest Washington Regional Transportation Council (SWRTC)
- Clark County Community Planning, Public Health and Public Works
- Clark County Public Transit Benefit Area Authority (C-TRAN)
- City of Vancouver (CoV) Community Development, Public Works, Communications and Police Department (VPD)

Elected Officials

Elected officials and lawmakers can adopt policies, dedicate funding and staff and approve projects to support SRTS. Elected official partners identified for Vancouver SRTS include:

- City of Vancouver Council Members
- Clark County Council Members

- Vancouver Public School Board
- Evergreen Public School Board

Funding

The City of Vancouver has dedicated \$200,000 annually to support staff time, activities and materials for the SRTS Program. The City also received a Climate Planning Grant from the Washington Department of Commerce to help launch the program. Additional funding sources that could help fund SRTS infrastructure projects and programming in the future are listed in Table 2.

Table 2 Potential SRTS Funding Sources

Source	Eligibility	Availability
WSDOT Safe Routes to School Program	Provides funding to local agencies or organizations for infrastructure projects within two miles of a school serving children in kindergarten through 12th grade, design-only projects or education and encouragement activities.	Biennial
WSDOT Statewide School-Based Bicycle Safety Education	WSDOT has contracted with Cascade Bicycle Club to implement their Statewide School-Based Bicycle Safety Education. Schools can apply for this which includes two programs: • One program available to elementary and middle schools (grades 3-8) to be implemented in school physical education classes. • One program available to community organizations for middle and high school youth (grades 6-12) to be implemented out of school or after school.	Annual
WSDOT Transportation Alternatives administered by SWRTC	Provides funding to local governments for pedestrian and bicycle infrastructure, community improvement activities, and SRTS.	Annual
United States Department of Transportation Safe Streets and Roads for All (SS4A)	Provides funding to regional, county and local governments for infrastructure projects related to Local Road Safety Plans and high crash corridors.	Annual

Vision, Goals & Actions

In the City of Vancouver, we envision a future where walking, rolling, biking and small mobility options are safe, convenient, accessible and desirable for all students and families to get to and from school and around their neighborhoods.

To develop a well-rounded, comprehensive program, the City of Vancouver SRTS goals follow the national framework set by the Safe Routes Partnership³ and are centered on the “Six Es”: Engagement, Equity, Encouragement, Engineering, Education and Evaluation. Developing measurable action items to achieve these goals guides the next steps for implementation. Each action identifies potential partners, including lead and support organizations, and a timeline of near-term (one to two years) or long-term (two to five years).



Engagement

Listen to students, families, school staff and community organizations that support schools to ensure that the elements of the SRTS program are responsive to the needs, desires and perspectives of the school community. **Build intentional, ongoing engagement opportunities** into the program to collect feedback and generate interest from students, families and school staff.

Action	Partners	Timeline
Connect with partners currently supporting bike and pedestrian safety to understand existing programming and identify opportunities for collaboration.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, WTSC, Safe Kids, Clark County, Bike Clark County, Cascade Bicycle Club, Clark County, Community in Motion	Near-term
Set up a webpage with SRTS Program information, resources and contact information.	Lead: CoV Communications Support: CoV Community Development	Near-term
Provide program updates to the City of Vancouver’s Transportation and Mobility Commission.	Lead: CoV Community Development Support: None	Near-term

³ Safe Routes Partnership. 2020. What is Safe Routes to School: The 6 Es.
<https://www.saferoutespartnership.org/safe-routes-school/101/6-Es>.

Action	Partners	Timeline
Identify a point of contact/ SRTS champion at each school. This could be school staff or a parent volunteer.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, PTAs/PTOs	Near-term
Establish a SRTS Working Group with key stakeholders to help with messaging, outreach, and amplification of program updates.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, SRTS champions, WTSC, Safe Kids, SWRTC, Clark County, Bike Clark County, Cycle Vancouver, Cascade Bicycle Club, Community in Motion, Pasitos Gigantes	Near-term



Equity

Ensure SRTS initiatives **benefit all demographic groups** with particular attention to safe, healthy, and fair outcomes for low-income students, students of color, students of all genders and sexualities and students with disabilities. Use a **data-driven approach** to ensure resources are prioritized for students at schools with the greatest need and most impacted by unsafe conditions.

Action	Partners	Timeline
Create a prioritization methodology—informed by CoV Equity Index, school resource needs, crash data and network gaps—to identify which schools should be prioritized for SRTS programming.	Lead: CoV Community Development Support: CoV Public Works, VPS, EPS, WSD, WSB	Near-term
Leverage CoV Equitable Engagement Framework to inform outreach for SRTS Program.	Lead: CoV Communications Support: CoV Community Development	Near-term
Translate materials into appropriate languages. The threshold for translation is 5% of the population in adjacent census tracts that speak a primary language other than English.	Lead: CoV Community Development Support: CoV Communications	Near-term
Facilitate volunteer or staff support for under-resourced schools.	Lead: CoV Community Development Support: Clark County, Bike Clark County, Cascade Bicycle Club, Cycle Vancouver, Community in Motion, Neighborhood Associations	Near-term

Action	Partners	Timeline
Coordinate with Washington Schools for Blind and Deaf on how to best provide bike and pedestrian safety education.	Lead: CoV Community Development Support: WSD, WSB, CoV ADA Coordinator	Long-term
Connect students, families and schools with resources for free or low-cost bikes and/ or skateboards, locks, helmets, lights and skills classes to reduce barriers following the law.	Lead: CoV Community Development Support: Bike Clark County, Pasitos Gigantes, Boys and Girls Clubs, Cascade Bicycle Club, Safe Kids, Bike for Kids Foundation	Long-term
Explore opportunities to integrate adaptive equipment for bike and pedestrian safety education.	Lead: CoV Community Development Support: Clark County, Bike Clark County, Cascade Bicycle Club, Pasitos Gigantes, CoV ADA Coordinator	Long-term



Encouragement

Generate interest and enthusiasm amongst students, families, teachers and school leaders in walking, rolling, bicycling and using other small mobility devices to get to and from school through events, activities, and programs.

Action	Partners	Timeline
Promote existing resources that encourage walking, biking, rolling and taking transit for students and their families.	Lead: CoV Community Development Support: Safe Routes Partnership, Washington SRTS Network, WTSC, Clark County, Safe Kids, C-TRAN, Bike Clark County, Cascade Bicycle Club	Near-term
Use City communication channels, including social media and e-newsletters, to promote SRTS related events.	Lead: CoV Communications Support: CoV Community Development	Near-term
Develop encouragement resources for schools and community groups to host and share their own SRTS events such as walk, roll & bike to school day, bike rodeos, walking/biking school buses, park and walk day.	Lead: CoV Community Development Support: Safe Routes Partnership, Washington SRTS Network, WTSC, Clark County, VPS, EPS, WSD, WSB	Near-term

Action	Partners	Timeline
Facilitate trainings and presentations to enable schools, parents and volunteers to organize SRTS activities and events that encourage walking, biking and rolling.	Lead: CoV Community Development Support: WTSC, Clark County, Safe Kids, VPS, EPS, WSD, WSB	Long-term



Engineering

Build, fund and support physical improvements to streets and neighborhoods surrounding schools that make walking, rolling, bicycling and using other small mobility devices safer, more comfortable, convenient and fun.

Action	Partners	Timeline
Identify infrastructure needs around schools through analysis, site visits and walk audits.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, WTSC, CoV Public Works	Near-term
Develop infrastructure project list informed by traffic volumes and speeds, crash data and network gaps.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, CoV Public Works	Near-term
Add SRTS infrastructure projects to 6-year Transportation Improvement Program (TIP) and Transportation System Plan (TSP) Capital Projects list.	Lead: CoV Community Development Support: CoV Public Works	Near-term
Apply for grant funding to implement high-priority infrastructure projects.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, CoV Public Works, WSDOT, SWRTC	Near-term
Provide convenient bike and small mobility storage at schools.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, CoV Public Works	Long-term
Install speed feedback signs or increase traffic enforcement in locations with recurring traffic safety issues. Also consider speed enforcement cameras.	Lead: CoV Community Development Support: CoV Public Works, CoV Police, VPS, EPS, WSD, WSB	Long-term
Pursue quick build infrastructure improvements and/or demonstration projects.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, CoV Public Works, WSDOT, SWRTC	Long-term



Education

Provide students, families, teachers and school staff the skills to walk, roll, and bicycle safely. **Share information** about transportation options, and **educate** students, families and school staff about the numerous benefits of walking, rolling, bicycling and using small mobility devices.

Action	Partners	Timeline
Promote existing programs that teach pedestrian and bicycle skills.	Lead: CoV Community Development Support: Bike Clark County, Cascade Bicycle Club	Near-term
Develop educational resources for students and families such as walking, rolling, biking safety tips.	Lead: CoV Community Development Support: Safe Routes Partnership, Washington SRTS Network, WTSC, Clark County, VPS, EPS, WSD, WSB	Near-term
Update and distribute school district walk route maps based on walk audits and new infrastructure projects.	Lead: VPS, EPS, WSD, WSB Support: CoV Community Development	Long-term
Develop and promote school zone safety campaign and driver safety campaign for drivers.	Lead: CoV Community Development Support: CoV Communications, WTSC, Clark County, Safe Kids, VPS, EPS, WSD, WSB	Long-term



Evaluation

Track progress of SRTS programs and initiatives to ensure they support equitable outcomes, determine which efforts are most effective and identify opportunities for improvement.

Action	Partners	Timeline
Track number of SRTS activities and events held at each school annually.	Lead: VPS, EPS, WSD, WSB Support: CoV Community Development	Near-term
Review SRTS budget and staff needs annually.	Lead: CoV Community Development Support: CoV Public Works	Near-term
Collect feedback via survey from students, parents and guardians about the SRTS program every three years.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB	Long-term

Action	Partners	Timeline
Collect student travel mode data annually.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB	Long-term
Review and update school transportation conditions around school campuses every five years.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, CoV Public Works, WTSC, Clark County	Long-term
Update the SRTS Action Plan every five years.	Lead: CoV Community Development Support: VPS, EPS, WSD, WSB, WTSC, Clark County	Long-term