Vancouver City Council

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

City Council Meeting Agenda
September 15, 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 15, 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 15, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on September 15, 2025.

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

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

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

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

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

Heights District Request for Proposal Developer Selection
(Approximately 45 minutes)

Amy Stewart, Real Estate Project Manager, Patrick Quinton, Economic Development Director, amy.stewart@cityofvancouver.us, patrick.quinton@cityofvancouver.us

Comprehensive Plan Update
(Approximately 45 minutes, to immediately follow the previous workshop)

Rebecca Kennedy, Deputy Community Development Director, rebecca.kennedy@cityofvancouver.us

Water Center Exhibit Replacement Design Plan

(Approximately 30 minutes, to immediately follow the previous workshop)

Kristin Smith, Water Resources Supervisor, Kristin.Smith@cityofvancouver.us

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

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - August 18, 2025

Minutes - August 25, 2025

Minutes - September 8, 2025

Proclamations

National Preparedness Month

Hispanic Heritage Month

Week Without Driving

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. Agreement Amendment - New Public Works Operations Campus Skanska Amendment #1

Staff Report: 186-25

Request: On Monday, September 15, 2025, authorize the City Manager, or designee, to authorize the execution of contract amendment #1 with Skanska USA Building Inc. of Portland, OR for Maximum Allowable Construction Cost (MACC) #1 in the amount of $6,298,470.

Jean Singer, Capital Projects Manager, jean.singer@cityofvancouver.us

2. Software Services Agreement — Online Rental Registration System Award - Request for Proposal 46-25

Staff Report: 187-25

Request: On Monday, September 15, 2025, authorize the City Manager, or designee, to execute a software services agreement between the City of Vancouver and OpportunitySpace, Inc., d.b.a. Tolemi, for an estimated amount not to exceed $538,000 over 5 years to implement and manage the Tolemi rental registration system; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Samantha Whitley, Housing Programs Manager, samantha.whitley@cityofvancouver.us

3. 2026 Affordable Housing Fund Homeownership Funding Award

A RESOLUTION relating to low-income housing; providing for adoption of 2026 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2026 Council-approved funding awards.

Staff Report: 188-25

Request: On Monday, September 15, 2025, finalize and approve the resolution relating to affordable housing; providing for adoption of 2026 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2026 Council-approved funding awards.

Ian Alger, Housing Project Planner, Ian.Alger@cityofvancouver.us

4. Vancouver Cultural Access Program Policy

A RESOLUTION adopting the Cultural Access Plan developed by the Culture, Arts & Heritage Commission to implement the Vancouver Cultural Access Program pursuant to chapter 3.45 VMC.

Staff Report: 189-25

Request: On Monday, September 15, 2025, authorize the City Manager, or designee, to adopt the Vancouver Cultural Access Program Policy by resolution pursuant to VMC 3.45.050(C).

Stacey Donovan, Cultural Services Manager, stacey.donovan@cityofvancouver.us

5. Proposed Condemnation Ordinance - Assessor's Parcel No. 92002-464

AN ORDINANCE in the public interest relating to construction for the public use of streets, sidewalks, and related improvements; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of real property located in the City limits on the northwest corner of the intersection of SE 176th Avenue and SE 29th Street; taking final action to authorize condemnation of the Property; authorizing the City Attorney to prosecute eminent domain proceedings and to negotiate a resolution if possible to mitigate damages; providing for payment of just compensation in exchange for the Property; and providing for an immediate effective date.

Staff Report: 190-25

Request: On Monday, September 15, 2025, advance the ordinance, authorizing the use of statutory condemnation powers relating to Assessor's Parcel No. 92002-464, setting the date for the second reading and public hearing for September 22, 2025, and authorize the City Attorney to initiate eminent domain proceedings in compliance with the proposed Ordinance.

Ryan Lopossa, Streets and Transportation Manager, Cary Driskell, Assistant City Attorney, ryan.lopossa@cityofvancouver.us, cary.driskell@cityofvancouver.us

6. Approval of Claim Vouchers

Request: Approve claim vouchers for September 15, 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.

7. 2024 Housing and Urban Development Consolidated Annual Performance and Evaluation Report

Staff Report: 191-25

Request: On Monday, September 15, 2025, following a public hearing, approve the 2024 CAPER for submission to Housing and Urban Development.

Samantha Whitley, Housing Programs Manager, samantha.whitley@cityofvancouver.us

8. 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 15, 2025, upon second reading and a public hearing, finalize

and approve the ordinance.

Stacey Donovan, Cultural Services Manager, David Perlick, Director of Parks, Recreation and Cultural Services, stacey.donovan@cityofvancouver.us, david.perlick@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

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.

CITY OF Vancouver WASHINGTON

Heights Sites O&M RFP Developer Selection

Amy Zoltie, Real Estate Project Manager, Economic Prosperity & Housing
Sandra Beck, Chair, HCIC



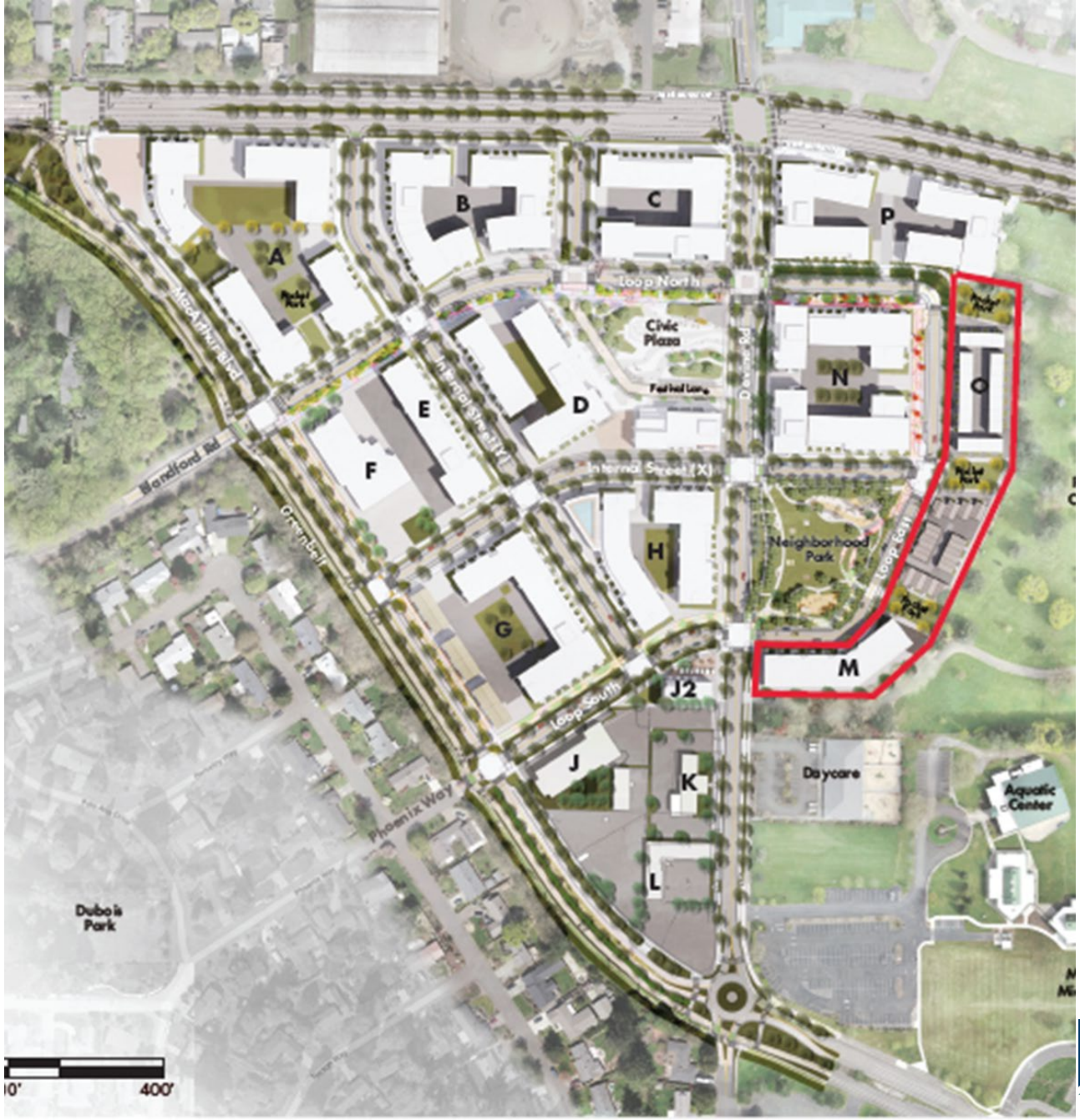


Agenda

- Objectives
- RFP Overview
- HCIC Role
- Criteria & Selection Process
- Selected Developer & Project
- Next Steps
- Phase 1 development update
- Discussion

Parcels O & M

- Located on former Vanco Driving Range property adjacent to Park Hill Cemetery.
- Only city-owned sites in Heights District Plan dedicated for affordable ownership housing.
- RFP requirements
  - Affordable middle-income housing @ 80-120% Area Median Income (AMI)
  - Density
  - Financially feasible project
  - Creative solutions to achieve the above requirements





Heights Community Investment Committee (HCIC)

- Sandra Beck
- Leah Halstead
- Patrick Adigweme
- Michael Martin-Tellis
- Kurt Snyder
- Komi Kalevor
- Mary Navarrete



Evaluation Criteria

1. Density (15 pts)
2. Project Team Experience & Qualifications (20 pts)
3. Financial Feasibility (20 pts)
4. Affordability of Units (15 pts)
5. Alternative Approaches (15 pts)
6. Quality of Design (15 pts)



RFP Process Summary

- HCIC issued RFP - April 2025
- Responses received - June 2025
  2 respondents
- HCIC review and scoring – July/August 2025
- HCIC recommendations reviewed by Council – September 2025



Lead developer: Pahlisch Commercial Inc.

- Local integrated real estate firm
- Track record of public/private community centered projects
- Partnering with Evergreen Habitat for Humanity, Proud Ground, Community Roots Collaborative, REACH

Partners Role

Evergreen Habitat for Humanity, Proud Ground, REACH, Community Roots Collaborative

- Community engagement and outreach activities with potential homebuyers
- Design support and informing home type selection
- Assist with public funding applications
- Provide homebuyer education
- Seek down payment assistance and buyer specific resources
- Establish and manage community land trust and prepare deed restrictions
- Provide sales outreach to qualified homebuyers
- Provide ongoing resident services for homebuyers
- Manage resales



Concept Program

- 74 “built to suit” modular interchangeable homes (townhomes, cottages, stacked flat, Accessory Dwelling Units) at 80%-120% Area Median Income.
- 2-4 bedroom homes with alley loaded garages and 3 small parks/muses
- Constructed in 5 phases upon market demand

Concept Program

	S. Village	Midtown 1	Midtown 2	N. Village 1	N. Village 2	Total	Target Price*
Homes at <80% AMI		8	8	7	7	**30**	$250-290k
Homes at 80% AMI		7	7	6	6	**26**	$360-410k
Homes at/<120% AMI	10	2	2	2	2	**18**	$475-525k
Total Homes						**74**	
Total Bedrooms	32	51	51	44	44	**222**	
Est. People Served	52	85	85	74	74	**370**	

S. Village phase 1 projected to start construction in 2028. Preceded by other phases upon market absorption
* Home prices subsidized. Community Land Trusts and deed restrictions established for long term affordability

Next Steps



ENAs

Council consent
ENA execution Q4
2025



DDAs

Negotiate DDAs
Council action Q3
2026



Design & Permitting

2026-2027



Construction

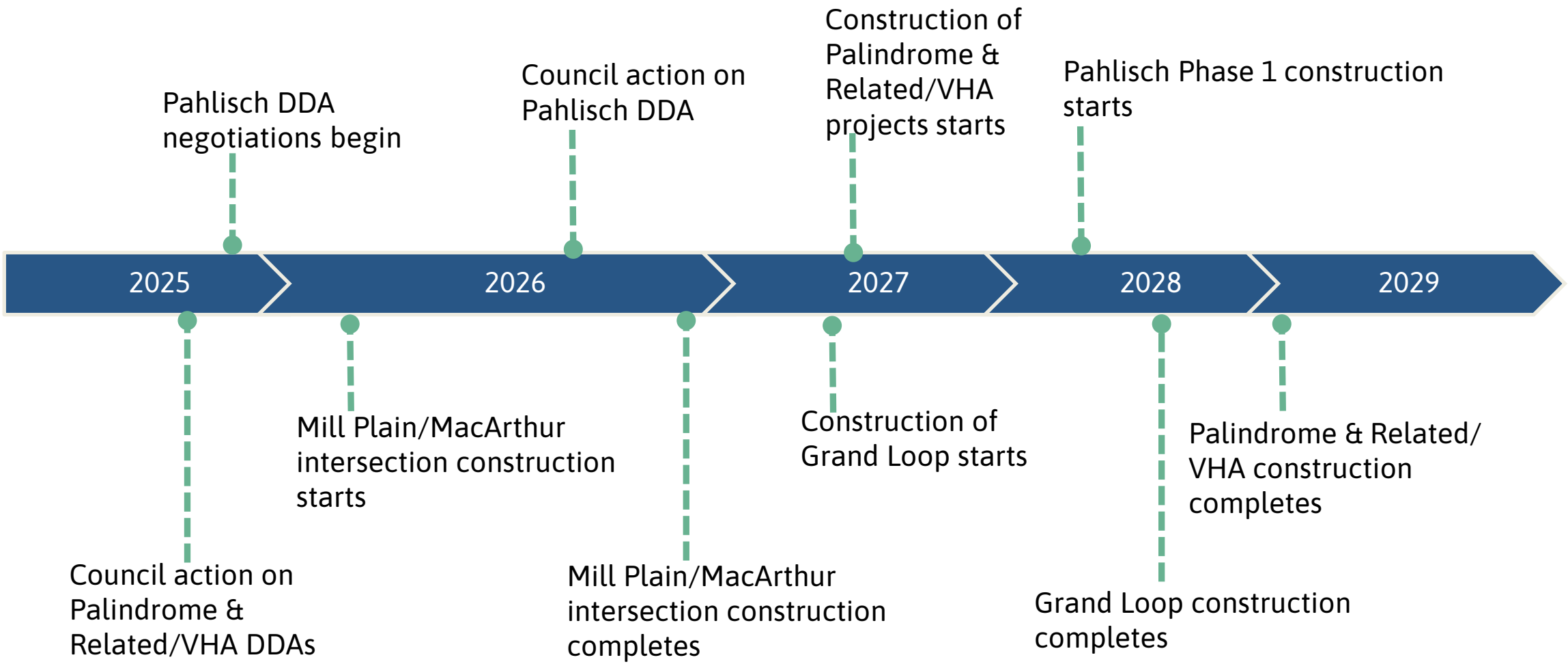
Phase 1 projected to
start construction
Q1 2028

Phase 1 Development Update

Sites B, C & P

Site B/Edlen & Co.	Site C/Palindrome	Site P/Related NW/VHA
• Working on financing plan	• Finalizing development agreement for Council action • Submitted planning application • Preparing funding applications	• Finalizing development agreement for Council action • Preparing preliminary design drawings for planning application • Preparing funding applications

Heights Project Timeline



Discussion



Thank You



CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: September 15, 2025

TO: Mayor and City Council

FROM: Lon Pluckhahn, City Manager

RE: **Heights District Sites O&M RFP Developer Selection**

CC: Amy Zoltie, Real Estate Project Manager, Economic Prosperity & Housing

Summary
The purpose of this memorandum is to provide an overview of the selection process and proposed development on Sites O&M in the Heights District. The recommended development team, led by Pahlisch Commercial Inc. (Pahlisch), was selected based on a review and recommendation by the Heights Community Investment Committee (HCIC), an advisory committee comprising community-based experts in real estate development and community needs. Based on feedback from City Council in workshop, City staff, under the guidance of the HCIC, plan to proceed with negotiating an exclusive negotiation agreement (ENA) with Pahlisch and begin negotiating the development agreement that will govern the project.

Parcel Background
The development parcels are City-owned located on the former Vanco Driving Range property, adjacent to the Park Hill Cemetery and are referred to as Sites O and M on the attached site plan (collectively referred to as the Sites). The Sites represent the second phase of development in the Heights District sitting south of the affordable housing projects under development by Related Northwest and the Vancouver Housing Authority along E. Mill Plain Blvd.

The Sites are the only City-owned parcels within the Heights District Plan prioritized for affordable homeownership and are critical for meeting the District Plan's goal of offering a mix of housing options and serving a range of household incomes. Development capacity projections performed prior to the issuance of the RFP indicated that the Sites could accommodate up to 90 homes.

Developer Selection Process
The City of Vancouver and HCIC issued a Request for Proposals (RFP) in April 2025 seeking development team(s) for the Sites. As recommended in the Heights Equitable Development Plan, the HCIC was established at the end of 2023 to lead the development of the Heights District. The committee includes Vancouver residents who hold experience in affordable housing development and financing and represent Central Vancouver businesses. The HCIC guided the drafting of the RFP based on the objectives of the Equitable Development Plan and Heights District Plan. Additionally, they served as the review committee and will support city staff with the negotiations of the development agreement.

The RFP prioritized affordable homeownership for middle income families with household incomes between 80% and 120% of the Area Median Income. The RFP sought proposals that maximize density of the Sites, provide affordable homes, are financially feasible and utilize creative solutions to meet the RFP requirements. These are challenging requirements to meet that require innovative solutions.

The RFP included the following criteria and weights to evaluate proposals:

Evaluation Criteria	***Weight***
1. Affordability of Units	15 pts
2. Density	15 pts
3. Project Team Experience and Qualifications	20 pts
4. Alternative Approaches	15 pts
5. Financial Feasibility	20 pts
6. Quality Design	15 pts
Total	**100 pts**

The RFP was issued on April 16, 2025 and closed on June 20, 2025, with two responses. Each response met the evaluation criteria and offered different ways to meet the goals of the RFP. After a two-month review process that included interviews and follow-up questions, the HCIC recommended Pahlisch as the lead developer.

Development Team
Pahlisch is a Vancouver-based fully integrated real estate development, investment, contracting and asset management firm bringing over 40 years of experience in homebuilding and a track record of similar public/private partnership projects. Pahlisch will lead the land development process and partner with several local non-profit organizations including REACH Community Development Inc., Evergreen Habitat

for Humanity, Proud Ground and Community Roots Collaborative to establish the affordable homeownership options for the project. Partnering with multiple organizations leverages resources and maximizes community impact and affordability.

The partners' role includes but is not limited to the following.

- Community engagement and outreach activities with potential homebuyers
- Design support and informing home type selection
- Assist with public funding applications
- Provide homebuyer education
- Seek down payment assistance and buyer specific resources
- Establish and manage community land trust and prepare deed restrictions
- Provide sales outreach to qualified homebuyers
- Provide ongoing resident services for homebuyers
- Manage resales

The Proposal

Pahlisch's proposal is a "build to suit" scalable plan offering 74 homes at 80%-120% AMI with modular components and interchangeable home styles like townhomes, cottages, stacked flats and plans with Accessory Dwelling Units (ADUs) for multigenerational living or a rental to support mortgage payments. The partners will inform the home type depending on the needs of qualified homebuyers. The homes will be built in five phases with 10-17 homes per phase, in line with market absorption. This phased approach ensures a cost-effective delivery of homes in alignment with partner capacities, maintains a constant flow of work for contractors and allows the developer to manage the availability of public subsidies more efficiently. Like a single-family housing subdivision project, the road infrastructure and building pads will be built first followed by the homes which will be built upon demand.

The proposed program includes two-to-four-bedroom homes (including townhomes, cottages, and stacked flats) with alley loaded garage parking and three small parks or muses. Home prices will be income based targeted at $250,000 to $575,000 depending on income level and bedroom count. To ensure long term affordability, the development will utilize a combination of community land trusts operated by Evergreen Habitat for Humanity and/or Proud Ground, deed restrictions that cap resale value and public subsidies. The project will also deliver energy efficient, durable and environmentally friendly systems and materials to ensure low ongoing utility and maintenance costs for the homeowners.

The first phase of approximately 10 homes is projected to start construction in 2028. The remaining four phases will be built over 4 years, provided there is consistent absorption of homes.

Next steps
Staff and the HCIC intend to move the development of the Sites forward through the following next steps:

- Staff will negotiate an Exclusive Negotiation Agreement (ENA) between the City and Pahlisch to guide the negotiations of the development agreement. A term sheet outlining the key deal points for the transaction will supplement the ENA. Staff will return to Council to seek authorization for the City Manager to execute the ENA in October.
- Following execution of the ENA, staff will work with Pahlisch to negotiate the disposition and development agreement. Staff anticipate presenting the disposition and development agreement to City Council for Council action within the next 12 months.

Requested Action
Although not a formal action, City staff and the HCIC request Council's feedback on the selected developer and proposed development plan.

Attachments
Tower Mall Redevelopment Area Site Plan


North Crest
Mill Plain Blvd
A
B
C
P
Loop North
Civic Plaza
Festival Lane
Devine Rd
N
O
D
E
F
Internal Street (VI)
Internal Street (X)
MacArthur Blvd
Blandford Rd
Greenbelt
H
G
Neighborhood Park
Loop East
Park Hill Cemetery
M
J2
Loop South
J
K
Daycare
Aquatic Center
Phoenix Way
L
Dubois Park
McLoughlin Middle School
0'
100'
400'

OUR VANCOUVER

OUR FUTURE 2045

Comprehensive Plan Update
Post Draft EIS Comment Period

Rebecca Kennedy, Deputy Director, Community Development

September 15, 2025

Purpose

- **Refresh**
  - Key Policy Drivers and assumptions
  - How the alternatives were developed
- **Share:**
  - Summary of Comments received during Draft EIS Comment Period (closed 9/8)
  - General themes across the comments
- **Preview**
  - Considerations for developing the preferred alternative
  - Ways to lower impacts
- **Discussion**

Key Drivers / Priorities

- **A Changing Landscape** – Rising housing costs, uncertain economy, climate change, evolving transportation, community safety and economic shifts require a new approach.
- **Economic & Employment Trends** – Continued remote work, desire for jobs closer to home, access to family wage jobs, shifts in commerce and support for small businesses.
- **Growing Community**– Transition from suburban to urban; moving from sprawl to compact, connected neighborhoods where daily needs can be met within a 15-minute walk.
- **Opportunity for All**– Address disparities in outcomes; equal access to housing, jobs, parks, schools, healthcare and services for all communities.
- **Climate Action** – Net-zero emissions by 2040; adapt to heat, wildfire smoke, and flooding through compact, connected growth and resilient infrastructure.
- **Legal & Policy Requirements** – Room for 38,000+ new units by 2045 in range of income bands, allow new housing types in all neighborhoods, integrate climate and equity into Comprehensive Planning.

Key Assumptions for Land Use Alternatives

Housing, Jobs and Land Use

- Meet housing and jobs targets.
- More residences in the City should be accessible to a minimum number of amenities/services within a 15-minute walk by 2045.

Climate and Environment

- Land use pattern that supports climate goals.
- Reduce and mitigate future exposure to extreme heat, flooding and smoke.
- Protect and preserve Critical Areas.

Parks

- Goal for all community members to have access to a park within a 10-minute walking/biking/rolling distance by 2045 (per Parks Comprehensive Plan).

Public Facilities and Services

- Existing infrastructure capacity informs location and intensity of development
- Plan for new capital investments and public service needs

Transportation

- TSP modal networks and potential for active walking/biking/rolling trips inform intensity and location of development.

Equitable Development

- Equitable access to opportunities
- Anti-displacement policies and programmatic investments

How Alternatives Were Developed

Direction from Council prior to development of land use alternatives, intended to preserve range of choices for preferred map

- Focus increased density along **Enhanced Transit Corridors** to leverage public investment.
- Higher-intensity zoning (Regional Activity Center and Mixed Use) as default around **key centers and corridors**.
- **Step down in intensity-** apply mixed use around Regional Activity Centers; Medium scale neighborhood around Mixed Use, etc.
- Medium Scale Neighborhood around **Parks and Schools**



How Alternatives Were Developed

- Use **buffering**: Medium Scale Neighborhoods transition between centers and Low-Scale Neighborhoods.
- Maintain consistency: **double-loaded streets** zoned the same on both sides.
- Higher intensity land uses in areas of current or planned City investment (Downtown, Heights, Section 30)
- Zoning details:
  - ➡ Schools match surrounding zoning.
  - ➡ City-owned parks zoned as Parks/Open Space; private green space (golf courses) follow adjacent zoning.



Comment Themes – Draft EIS

- **Overall Support**
  - Alternative 2 received the most support: higher density, mixed-use, climate and transportation benefits.
  - Alternative 1 preferred by some concerned about rapid change, traffic, and neighborhood character.
  - Few supported No Action.
- **Neighborhood-Specific Concerns**
  - Some neighborhood opposition to mixed-use rezoning.
  - Some opposition to medium density/mixed-use; desire to retain single-family character.
  - Concerns about conflicts between existing Covenants, Conditions and Restrictions (CC&Rs) and HB 1110 / Middle Housing
- **General Comments**
  - Concern for natural areas, insufficient infrastructure to support higher density, and negative impacts on aesthetics/vegetation.
  - Concern that schools, fire/police/emergency services, and parks are strained in some areas of the city already.
  - Individual owners asked for clarification or adjustments on their own parcels (e.g., zoning consistency, number of units allowed).

Takeaway by Topic Areas

Land & Shoreline

- Support for density along corridors, near jobs, and in walkable, mixed-use centers.
- Desire to protect farmland and open space from development.
- Support for creating more urban centers instead of strip malls.
- Desire for locating jobs and services closer to neighborhoods.

Housing

- Desire for a variety of housing options, including “missing middle” housing and ownership opportunities (not just rentals).
- Concerns about overreliance on high-density apartments, transient communities, and loss of family-friendly neighborhoods.
- Concerns about changes to existing, large lot single family neighborhoods

Noise

- Concerns about added noise from traffic, commercial uses, and mixed-use rezoning near neighborhoods

Aesthetics

- Calls for design standards to ensure beauty, greenery, and neighborhood character, concerns about tall, unattractive buildings.

Takeaway by Topic Areas

Historic / Cultural Preservation

- Preserve and maintain older brick construction downtown as new growth is accommodated
- Preserve Fort Vancouver, Pearson Airfield

Transportation

- Support for concentrating growth along transit to reduce vehicle miles traveled and emissions.
- Concerns about parking and traffic.

Environment

- Concerns about air pollution near freeways and industrial zones
- Worried about paved surfaces replacing green areas and worsening water quality.
- Concerns about runoff, flooding, and water pollution (Burnt Bridge Creek, Vancouver Lake).

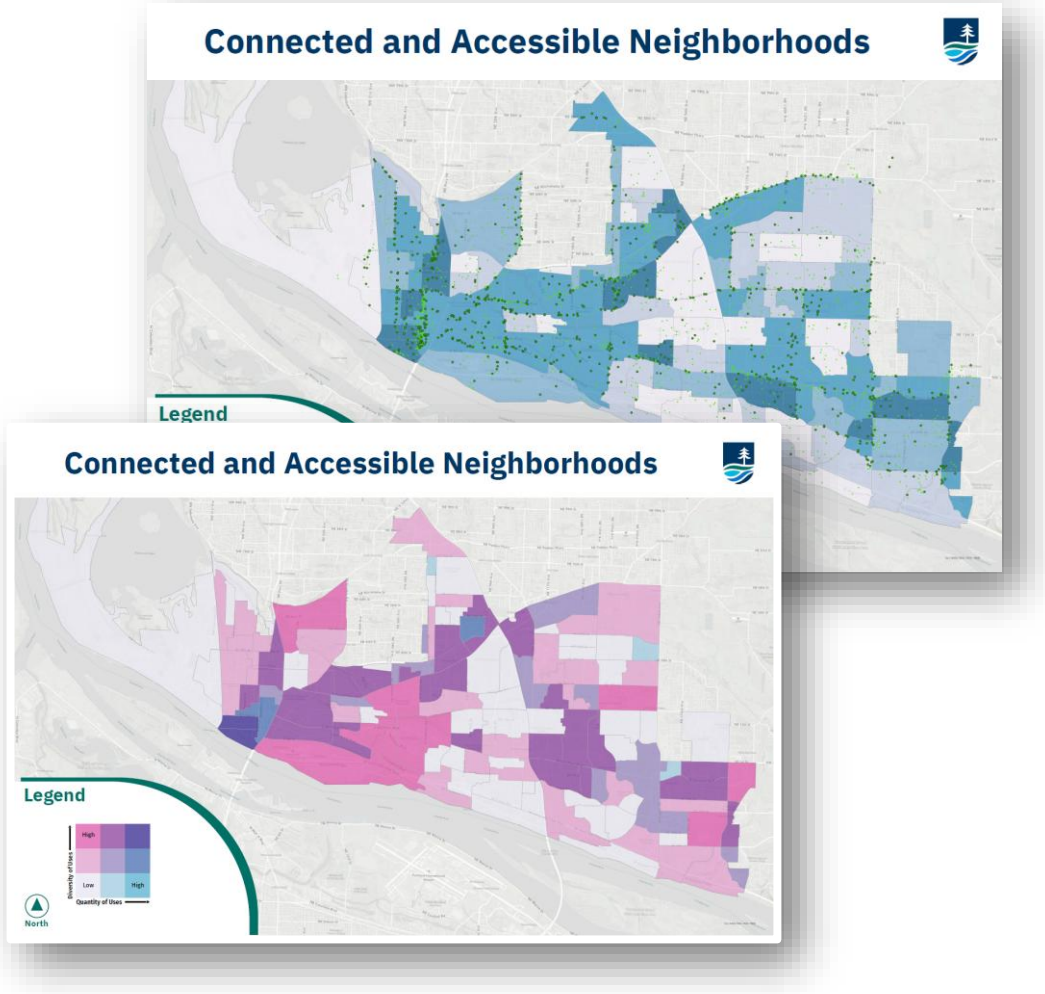
Getting to a Preferred Alternative

- **Centers & Corridors:** Move from broad rules to location-specific analysis; evaluate constraints such as infrastructure, access restrictions, and service capacity.
- **Schools:** Coordinate with Vancouver Public Schools to ensure growth does not worsen school-specific capacity issues.
- **Tree Canopy:** Identify areas with significant mature tree canopy to protect and integrate green assets into the growth strategy.
- **Parks & Community Services:** Prioritize additional housing capacity near parks and schools, where daily needs and quality of life are supported.



Getting to a Preferred Alternative

- **Industrial Employment Lands:** Carefully manage employment land, maintain industrial lands in areas with appropriate infrastructure / existing jobs concentrations
- **Service Deserts:** Use the Connected & Accessible Neighborhoods map to locate areas without grocery, childcare, or healthcare access.
- **Reducing VMT & Emissions:** Prioritize land use strategies and mixes that reduce per capita vehicle miles traveled (VMT) and support the City's climate goals.
- **DEIS Comments**: review and incorporate where consistent with Council policy direction.



Refine Policies and Investments to Mitigate Impacts

Housing & Affordability

- Increase housing production, add diverse housing types, and expand affordable housing options (Goal H-1 / H-2 / H-6)
- Prevent displacement and implement anti-displacement strategies before major public investment (Goal H-4 / Pol-96):
- Expand homeownership opportunities through assistance, grants, and alternative ownership models. (Goal H-5 / Pol-87)

Aesthetics

- Require pedestrian-oriented, human-scale design in mixed-use and higher-intensity districts (Goal LU-1 / Pol-59)

Historic & Cultural Preservation

- Protect and preserve Fort Vancouver, Pearson Airfield, Southcliff homes, and other culturally significant resources. Goal CE-2 / PR-4 / Policy 107 & 136)

Transportation & Noise

- Expand reliable transit and active transportation networks (Goal TM-1 / TM-2 / Pol-62)
- Implement land use patterns that reduce VMT and GHG per capita (Pol-58)
- Mitigate noise pollution near residential and sensitive areas (Pol-21)

Refine Policies and Investments to Mitigate Impacts

Environment

- Reduce climate hazard exposure through resilient development standards (Goal CL-1 / Pol-114)
- Strengthen stormwater management to reduce flooding and improve water quality (Burnt Bridge Creek, Vancouver Lake) (Pol-10)

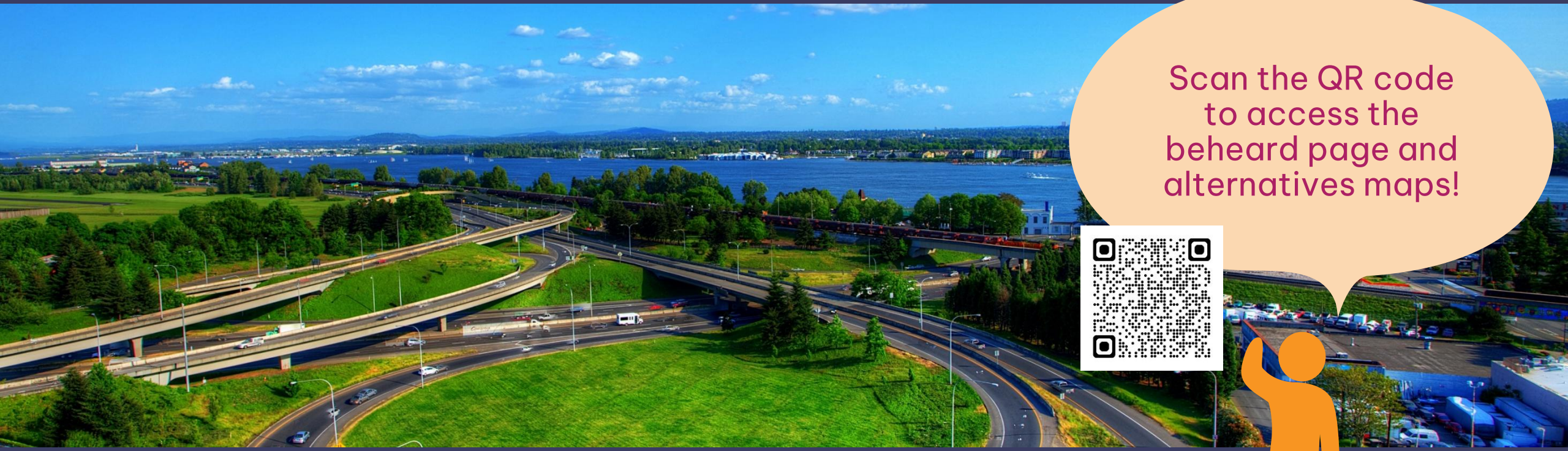
Parks

- Acquire land for new parks and expand access to open space (Goal PR-2 / Pol-119)
- Reduce environmental health disparities by targeting pollution mitigation in impacted areas (Goal CL-4 / Policy 22)

Next Steps

- **Oct./ Nov. 2025:**
  - ➡ Following Council discussion and feedback tonight, develop an initial draft of a preferred alternative and come back to Council for further review
  - ➡ Continue refining preferred map, plan policies and actions, capital facilities plans, and updated development code
- **Late 2025 / early 2026**
  - ➡ Release public comment draft of Preferred Alternative/Map, Plan, and Code
  - ➡ Update and refine based on public comment draft feedback
  - ➡ Initiate adoption process, supported by Final Environmental Impact Statement (FEIS)

Thank You & Discussion



www.beheardvancouver.org/plan2045

Rebecca.Kennedy@cityofvancouver.us

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: September 15, 2025

TO: Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **OUR VANCOUVER – Considerations for Developing a Preferred Land Use Alternative**

CC: Rebecca Kennedy, Deputy Director, Community Development Department

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Intent

This workshop provides an update following the end of the Draft Environmental Impact Statement (DEIS) comment period on September 8. The purpose of this discussion is to:

- Refresh Council on how the land use alternatives were developed.
- Share a summary of public comments received and general themes (note that Council materials were due prior to the closing of the comment period on September 8, so this represents a summary of comments received by the end of August.)
- Preview considerations for shaping a Preferred Alternative.
- Identify ways to lower potential impacts within the draft policy framework.
- Discuss how comments will inform refinement of the Preferred Alternative.

Background

The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction to manage the built and natural environment in Vancouver for the next 20 years and provide necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011.

As demographic changes, market conditions, council priorities and other factors have shifted since 2011, it's necessary to re-imagine the existing growth strategy as part of the current Comprehensive Plan Periodic Review cycle. The project team developed two alternatives, previously called land use possibilities, that respond to current needs and reflect the overall plan vision that was established for **OUR VANCOUVER** during the first phase of the project. The Council-endorsed community vision statement reads as follows:

> Vancouver is an equitable and prosperous community, which ensures that all residents, businesses and organizations benefit from the growth and advancement we make together. Vancouver will be recognized for our quality of life, as evidenced by affordable housing in vibrant, safe and walkable neighborhoods, access to jobs and economic opportunity for all, and resilience to the impacts of climate change.

In July 2025, The City initiated a 60-day public (July 8 – September 8) comment period for a Draft Environmental Impact Statement that analyzes the potential environmental effects of three alternatives: a "No Action" Alternative and two "Action" Alternatives.

- **No Action Alternative**
  - Assumes growth and development will occur based on the City's current Comprehensive Plan and zoning code, plus automatic state laws that allow at least 4 to 6 housing units on single-family residential lots.

- **Alternative 1** and **Alternative 2**
  - Assume the Comprehensive Plan Update and zoning code changes would be implemented, and greater density and land use mixes would be allowed to differing degrees throughout the city.
  - Previously called Land Use Possibility A and Land Use Possibility B, respectively.

Key Drivers and Priorities
The development of a Preferred Alternative for the Comprehensive Plan is guided by several interrelated factors. These drivers establish the rationale for moving from the existing growth strategy toward a more compact, equitable, and resilient pattern of development.

- **A Changing Landscape**
  Vancouver is facing a convergence of pressures that require a new approach to growth. Rising housing costs, increased demand for multimodal transportation, climate change, and evolving community safety and economic conditions all point toward the need for more intentional land use planning.

- **Economic and Employment Trends**
  Shifts in work and commerce are reshaping how residents want to live and work. Remote work remains a strong factor, while residents also express a clear desire for jobs closer to home, more support for small businesses and local entrepreneurship and more family wage job opportunities. These changes require planning for mixed-use centers and neighborhood business districts that can provide daily needs without long commutes, and thoughtful management of employment land that reflects the evolving local, national and global economy.

- **A Growing Community**
  Vancouver is transitioning from a primarily suburban model toward a more urban

pattern of development as land resources become scarce. The City's population is projected to increase by 81,000 residents by 2045, and accommodating this growth means moving away from low-intensity greenfield development toward compact, connected neighborhoods. The goal is that daily needs—groceries, schools, parks, childcare, healthcare—can be met within a 15-minute walk from where people live.

- **Opportunity for All**
  Addressing disparities in opportunity is central to the community vision. Equal access to housing, jobs, parks, schools, healthcare and services is necessary for all community members to thrive. Increasing the number of connected, accessible neighborhoods with safe and convenient access to essential services is a primary goal of the Plan and reflects Council policy priorities.

- **Climate Action**
  The City has committed to net-zero emissions by 2040. Meeting this target requires strategies that both reduce vehicle miles traveled and prepare neighborhoods to adapt to localized climate impacts such as extreme heat, wildfire smoke, and flooding. Compact growth along corridors and in centers, combined with expanded tree canopy and resilient infrastructure, will help Vancouver adapt to these risks.

- **Legal and Policy Requirements**
  State law requires the City to accommodate more than 38,000 additional housing units by 2045, expand housing choices across income levels, and integrate climate and equity into the Comprehensive Plan. These mandates reinforce the community vision and create clear policy direction for the Plan update.

Comment Themes
Materials for this meeting were due before the DEIS comment period closed on September 8. The below key themes reflect comments submitted prior to the end of August. A full summary of comments is being developed now that the comment period has closed, and all substantive comments will be published and responded to in the Final Environmental Impact Statement (FEIS).

- **Overall** – Alternative 2 received the most support for addressing housing, climate, and transportation needs. Alternative 1 was preferred by those concerned about traffic, rapid change, and neighborhood character. Very few supported the No Action.
- **Land & Shoreline** – Support for density along corridors and walkable centers; strong desire to protect farmland and open space; concern about industrial uses near neighborhoods; concern about change in large lot, single family neighborhoods.
- **Housing** – Support for diverse housing choices, missing middle options, and ownership opportunities. Concerns about overreliance on large apartments, transient communities, and loss of family-friendly neighborhoods.
- **Aesthetics & Noise** – Desire for design standards to ensure greenery and human scale, high quality development; concerns about traffic noise and tall, unattractive buildings.

- **Historic / Cultural Preservation** – Protect Fort Vancouver, Pearson Airfield, and neighborhoods with distinctive design identities. Recognition of Indigenous and local histories.
- **Transportation** – Strong support for transit, sidewalks, and pedestrian/bike safety; concern about parking supply and distrust of light rail expansion.
- **Environment** – Concerns about air pollution near freeways and industrial zones; worries about runoff, water quality, tree loss, and habitat impacts.
- **Public Services & Utilities** – Fears that schools, fire, police, and parks cannot keep pace with growth; requests for service capacity to be addressed before rezoning.
- **Engagement** – Calls for clearer maps, simpler zoning language, and more outreach to renters, non-English speakers, and lower-income households.

Getting to a Preferred Land Use Alternative
Developing the Preferred Alternative requires balancing community concerns, environmental constraints, and state mandates with the City's long-term vision and established Council policy priorities. Feedback from the Draft EIS comment period highlighted both broad support for more compact, connected growth and concerns about neighborhood impacts, service capacity, and livability.

In response, staff recommend the following framework for developing a draft preferred land use map for Council consideration and feedback:

- **Centers and Corridors**
  Move from broad, citywide rules to more location-specific analysis along major corridors and in key centers. This includes evaluating infrastructure limitations, access constraints, and available service capacity to ensure growth is feasible and sustainable.

- **Schools and Educational Facilities**
  Advance coordination efforts with Vancouver and Evergreen public schools to understand location specific capacity issues, with the goal of not exacerbating strain on facilities already operating above capacity.

  Tree Canopy and Green Assets
  Identify areas with significant clusters of mature trees and areas facing heat islands to ensure our growth strategy supports climate resilience and quality of life across the City.

- **Parks and Community Services**
  Prioritize additional housing capacity near parks, schools, and service hubs. Locating housing in these areas supports the development of more connected and accessible neighborhoods and ensures that new growth contributes positively to quality of life.

- **Industrial and Employment Lands**
  Carefully manage employment lands in alignment with the City's economic development strategy. Prioritize strategies that maintain industrial lands in areas with appropriate infrastructure, and craft development regulations that respond to changing trends in where different types of businesses and jobs want to locate.

- **Service Deserts and Equity**
  Utilize the Connected & Accessible Neighborhoods map tool to identify areas with limited access to groceries, childcare, healthcare, and other services, and deploy new zoning districts to support more essential services in neighborhoods that lack them.

- **Climate and Health Vulnerabilities**
  Utilize the Climate Vulnerability Analysis to identify areas with elevated exposure to heat, poor air quality, and flooding, and target zoning districts that are best able to respond to these issues.

- **DEIS Comments**
  Staff believe that many comments can be addressed through applying the above considerations but also will work to address individual comments and issues identified through the public comment process.

Developing a preferred land use map that complies with state mandates, accommodates forthcoming growth, responds to community feedback, and aligns with Council policy priorities is inherently challenging. Staff recommend the above framework for Council consideration in developing the first draft of the preferred land use map, which can then be brought back to Council for further discussion and refinement.

Next Steps:

- **October 20, 2025** – Review initial draft of preferred map based on Council direction.
- **November 2025** – Continue refining preferred map, plan elements, and updated development regulations.
- **Late 2025 / Early 2026** – Release public comment draft of Plan, Map and Code.
- **Early 2026**: Update and finalize Plan, Map and Code and initiate adoption process, supported by a Final Environmental Impact Statement.

Staff Contact

- Rebecca Kennedy (she/her), Deputy Director, Community Development
  Rebecca.Kennedy@cityofvancouver.us



CITY OF Vancouver WASHINGTON

Water Center Exhibit Replacement Project

Kristin Smith
Supervisor, Water Resources Education Center
September 15, 2025

Agenda for Today



History and Project Background



Final Designs for Exhibit Remodel



Next Steps

Water Center Mission

“To inspire connections between healthy water and people through education, exploration and stewardship of the natural world.”



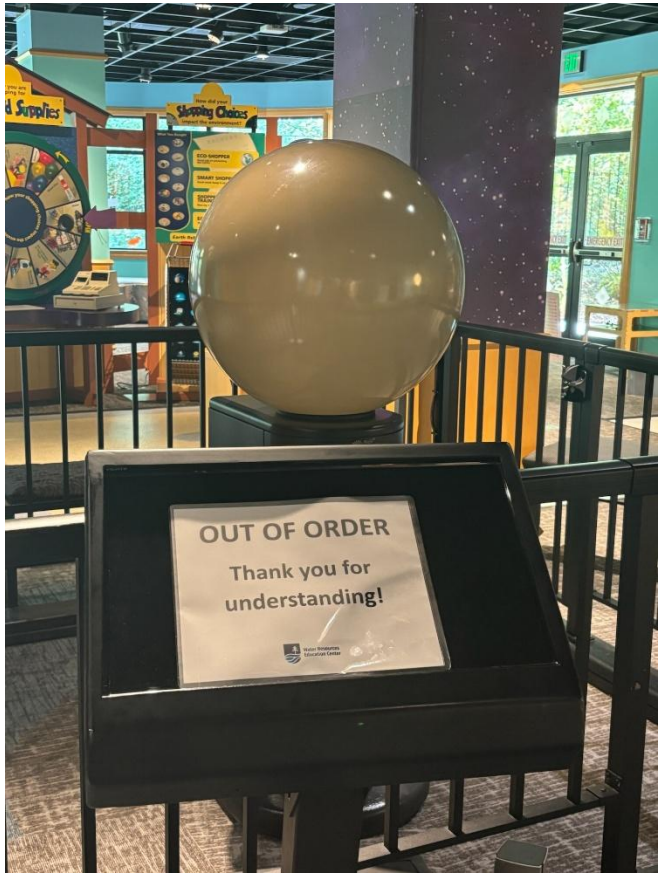




Current Exhibits

Incomplete or Non-existent Educational Messages and Themes







Education Meets Plans & Permit Requirements

Comprehensive Plan, Climate Action Framework, Strategic Plans

Equity & Green Economy



Natural Systems & Water Resources



Water Resources Education Center Strategic Plan 2021-2026

Action #8: Comprehensive outreach and education

Develop educational materials and outreach programs for key climate initiatives. This may include:

- Transportation demand management initiatives aimed at reducing emissions.
- Partner with youth education programs to produce and deliver hands-on climate education curricula.
- Share the importance of using local, native, and drought-tolerant species, smart soil management techniques, and low-carbon maintenance practices in landscaping.
- Continue to provide water conservation education through the City's Water Resources Education Center.

Method(s)
New content for existing programs; strategic partnerships; grant funding/ direct support/ contracted services with partner organizations

Metrics
Number of programs developed or updated; number of Vancouver residents reached through educational programs

Lead & Key Partners
Resources Education Center

Exhibit Themes and Messaging



Water in the Wild:

Nature & Watersheds



Vancouver Cares for Water:

Utilities



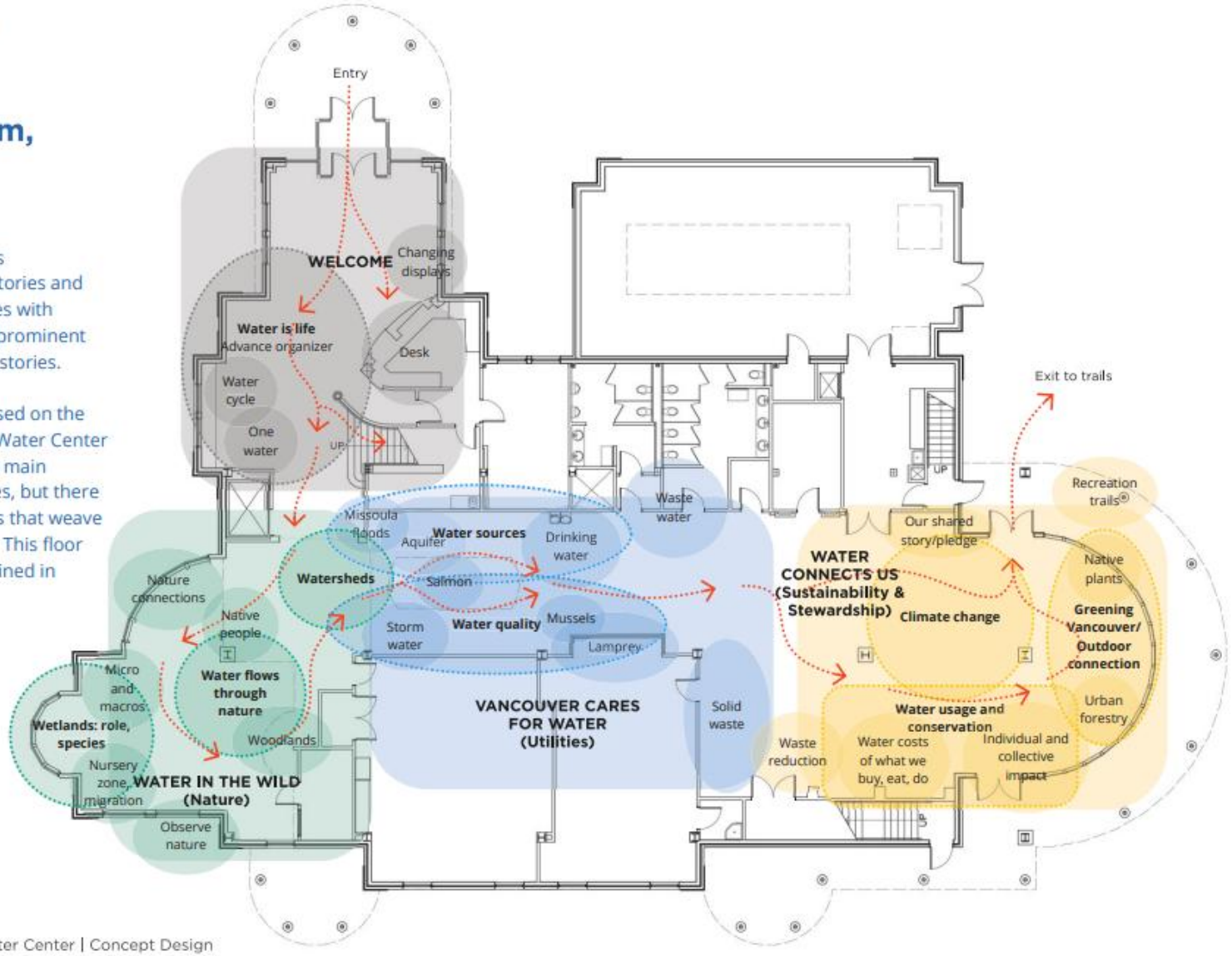
Water Connects Us:

Sustainability & Stewardship

Bubble diagram, main floor

This bubble diagram shows approximate locations of stories and exhibit ideas: larger bubbles with bolded text indicate more prominent exhibit areas or anchoring stories.

The overall approach is based on the original suggestion by the Water Center team. It presents the three main themes in separate galleries, but there will still be recurring stories that weave all three sections together. This floor plan will continue to be refined in Schematic Design.



The Exhibits Dept. | Vancouver Water Center | Concept Design

Water Center Lobby

Water Reflects the World



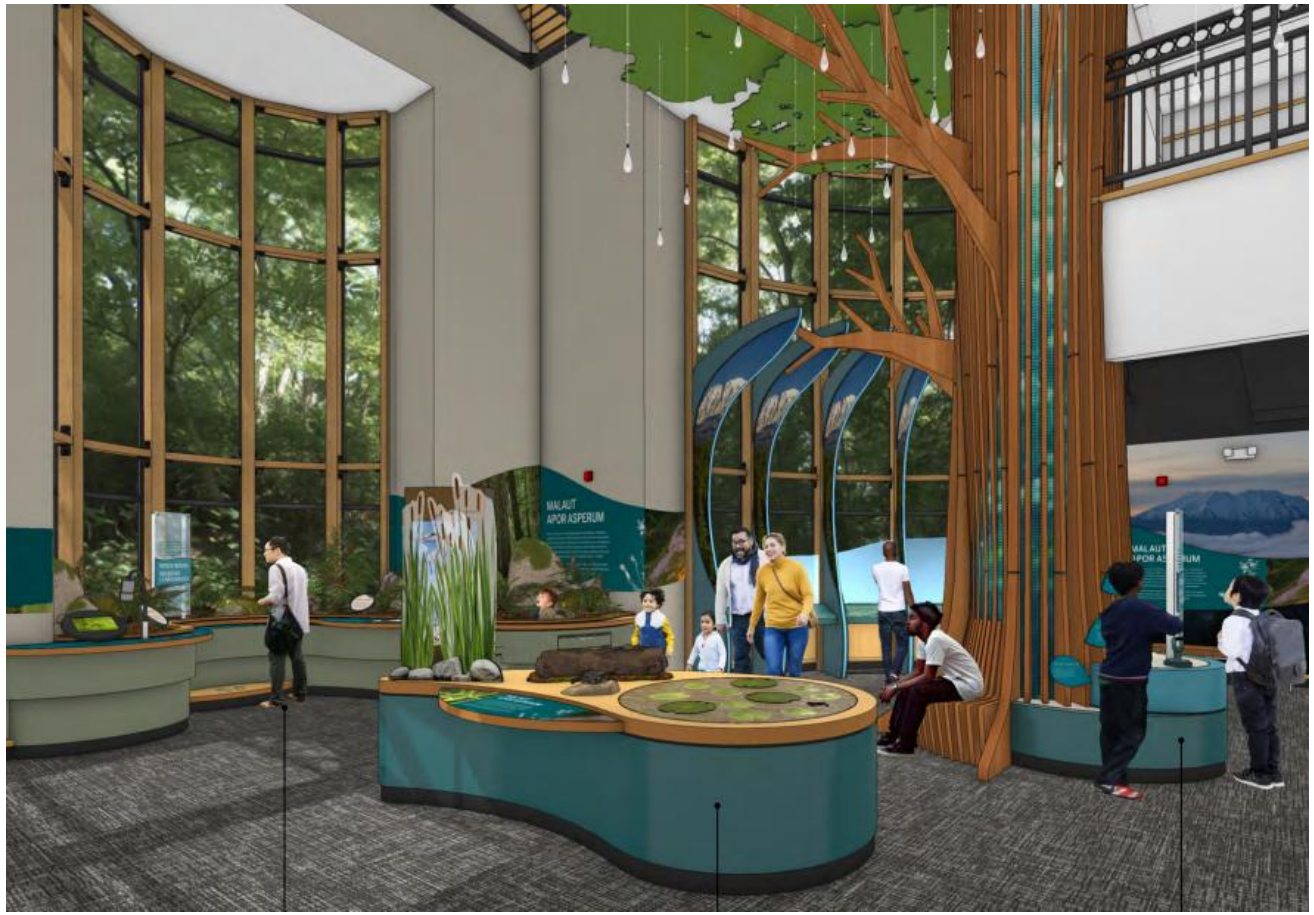
Nature Gallery

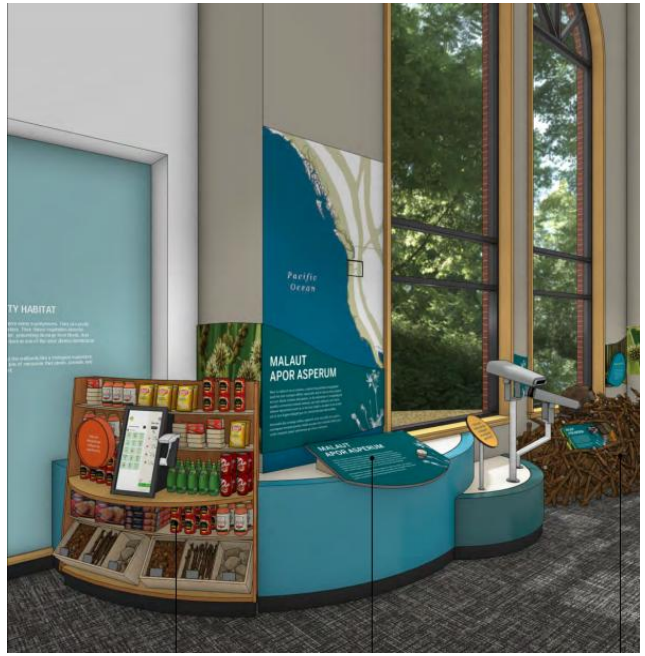
Water in the Wild

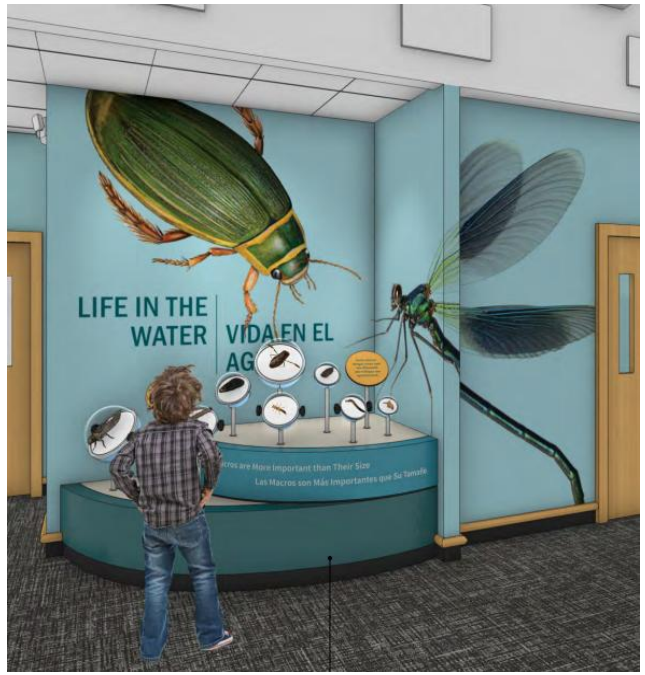


Nature Gallery

Water in the Wild







Utilities Gallery

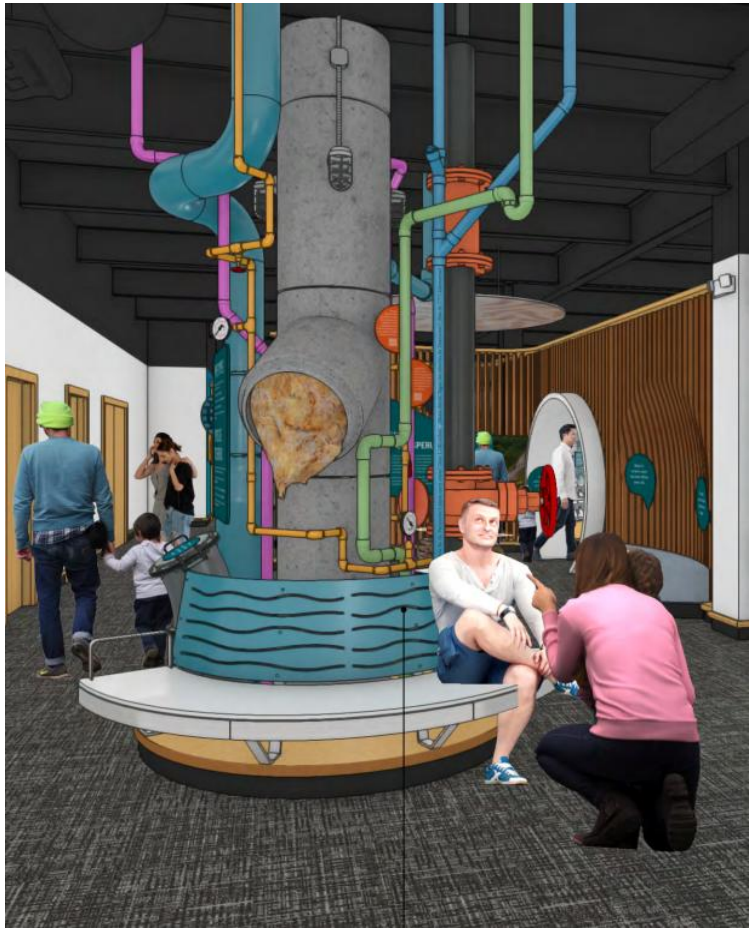
Vancouver Cares for Water



Utilities Gallery

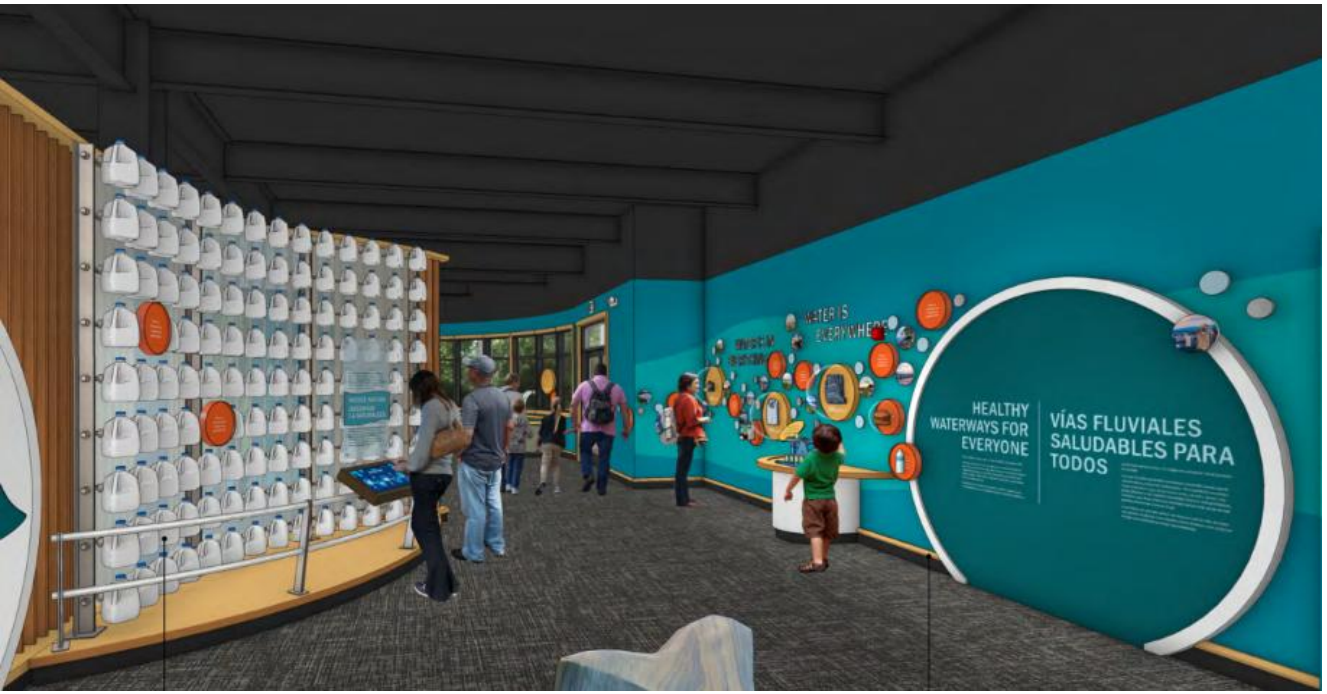
Vancouver Cares for Water





Sustainability and Stewardship Gallery

Water Connects Us





Next Steps for Exhibit Design



Thank you!



CITY OF Vancouver WASHINGTON

City Council Meeting Minutes

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

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

August 18, 2025

Council Dinner / Executive Session Re: Threatened or Potential Litigation RCW 42.30.110(1)(i) and Real Estate Negotiations RCW 42.30.110(1)(c) (5:30 - 6:30 PM)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:30-6:30 p.m. to discuss Threatened or Potential Litigation and Real Estate Negotiations.

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:
https://www.cvtv.org/vid_link/38229?startStreamAt=0&stopStreamAt=3196

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *None*

Approval of Minutes

Minutes - August 11, 2025

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve the August 11, 2025, Meeting Minutes.

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.

Mayor McEnerny-Ogle opened Community Communication and received no testimony from community members regarding any matter on the agenda not scheduled for a Public Hearing.

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

Consent Agenda

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

Council pulled item 2 for discussion.

Motion by Councilmember Perez, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1 and 3 on the Consent Agenda.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Item 2 on the Consent Agenda.

1. Contract for Washington State Government Relations - C-102017

Staff Report: 175-25

Request: On Monday, August 18, 2025, authorize the City Manager, or designee, to execute a Professional Services Agreement with Arbutus Consulting for the provision of Washington State government relations on an as-needed basis for five years. The total value of the contract will not exceed $475,000 for the 5-year life of the contract.

Aaron Lande, Assistant City Manager, aaron.lande@cityofvancouver.us

Motion approved the request.

2. Contract Amendment - United Rentals for Hygiene Units at Safe Stay and Safe Park Communities - C-101224

Staff Report: 159-25

Request: On Monday, Monday, August 18, 2025, authorize the City Manager, or designee, to execute a contract amendment for rental, waste removal and water fills of restroom/shower units (hygiene) to our safe stay and safe park communities.

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

Motion approved the request.

3. Approval of Claim Vouchers

Request: Approve claim vouchers for August 18, 2025.

Motion approved claim vouchers in the amount of $13,152,692.69.

Public Hearings

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

4. Right-of-way Telecommunications Franchise Agreement for Metro Fibernet LLC (Metronet)

AN ORDINANCE relating to management of the public rights-of-way, granting to Metro Fibernet, LLC and its affiliates (“Grantee”), a Nevada limited liability

company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 155-25

Request: On Monday, August 18, 2025, advance ordinance on first reading, setting a date for second reading and public hearing on August 18, 2025.

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

Aaron Lande, Assistant City Manager, Cary Driskell, Assistant City Attorney, provided an overview of the Right-of-way Telecommunications Franchise Agreement for Metro Fibernet LLC (Metronet).

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from community members.

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

Motion by Councilmember Hansen, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4511.

5. Ordinance Amending Vancouver Municipal Code to Provide Impact Fee Deferral for Multi-family Residential Development

AN ORDINANCE of the City of Vancouver relating to changes to the City’s Impact Fee Ordinance; adopting an amendment to section 20.915, of the Vancouver Municipal Code (VMC); allowing for a deferral of traffic and park impact fee payment, providing for severability, and setting an effective date.

Staff Report: 173-25

Request: On Monday, August 18, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

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

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the Ordinance Amending Vancouver Municipal Code to Provide Impact Fee Deferral for

Multi-family Residential Development.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from community members.

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

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4512.

6. Ordinance Amending Vancouver Municipal Code to Provide System Development Charge Deferral for Multi-Family Residential Development

AN ORDINANCE of the City of Vancouver relating to changes to the City's Water And Sewer Use – Regulations And Charges Ordinance; adopting an amendment to section VMC 14.04, of the Vancouver Municipal Code (VMC); allowing for a deferral of utility system development charges for connecting to city utility services, providing for severability, and setting an effective date.

Staff Report: 174-25

Request: On Monday, August 18, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

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

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the Ordinance Amending Vancouver Municipal Code to Provide System Development Charge Deferral for Multi-Family Residential Development.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from community members.

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

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4513.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homeless Situation Report Update

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

Adjournment

7:22 p.m.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

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

8/11/2025 Re: Agenda Item 6

To Vancouver City Council

I am aware of the city's mandate to increase housing, but there is also an unspoken mandate to maintain/improve livability for neighborhoods. Both are important and just maximizing housing at the cost of the livable environment is unwarranted. We can do both by keeping the R-22 zoning. I have lived on this stretch of NE 58th St since 1969, when our neighbor across the street to the south was a horse farm and to our north an open field with a view of Mt. St Helens. Since then we have welcomed a steady stream of new neighbors, and at no point have we opposed zoning change or new building. New sites include a Vancouver Housing Authority apartment building where the horse farm pasture was. This building is zoned at R-22 and includes green space and an adequate parking area. And just last month, we began greeting eighteen new families moving in to a newly completed R-22 rental development, which replaced the horse farm's barn and single family home with attractive low-rise structures and adequate parking. These and other developments surrounding us have filled in a walkable neighborhood, creating a nice mix of density, diversity and open space. But a structure such as that being proposed (and which was rejected by the City's Planning Commission) will interrupt the gradual process of balanced growth, bringing increased traffic and visual discontinuity. We oppose this proposal, but welcome new development at R-22 where available space exists.

Mary Renaud, [redacted] Vancouver WA 98662

[redacted]

8/11/2025 Re: Agenda Item 6.

Protection of Shaeffer Park should be a high priority for the city's support of development density. The serenity the park offers to our immediate neighborhood extends also to those living and working in the adjoining busy retail and business world which surrounds Vancouver Mall. A twelve-minute walk brings you from Voodoo Doughnuts to the year-round beauty of Shaeffer Park's tall trees and quiet walkways. It's a shorter walk still from the four large senior complexes on or near 82d Avenue. Also near is the pavement-burdened large apartment spread known as The Avenues, with its many young renter families. The proposed R-50 development would transplant the bustle and visual discord of the retail zone, infecting with its clutter the entrance to the beautifully quiet park space. Such a development would environmentally redefine the zone around the entrance to the park, impairing its attractiveness to both the day workers and local families. For nearly half a century, as the result of past policies and decisions of the city and county councils, beauty has grown along 58th Street. Why should this orderly and successful process be interrupted now?

Jay Renaud, [redacted] Vancouver WA 98662

[redacted]

From: City Council
To: Dollar, Sarah
Subject: FW: Watch "RFK Ban Effectively ENDS The Failed mRNA Vaccines!" on YouTube
Date: Wednesday, August 13, 2025 4:01:52 PM

8-18 Written Public Testimony

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

From: Wynn Grcich <[redacted]>
Sent: Monday, August 11, 2025 11:57 PM
To: Rebecca Messinger <Rebecca.Messinger@clark.wa.gov>; City Council <council@cityofvancouver.us>
Subject: Watch "RFK Ban Effectively ENDS The Failed mRNA Vaccines!" on YouTube

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

https://youtu.be/eiYJTvtmvSc?si=yCPZUzxNpoaqCt3g .please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

City Council Meeting Minutes

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

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

August 25, 2025

Workshops: 5:15-6:00 p.m.

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

The City Council Meeting was held on 8/25/2025 at 5:15 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/video/city-council-workshops-08-25-25-2025081018/

Cultural Access Program
(Approximately 45 minutes)

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

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

Councilmembers Hansen and Paulsen were absent from the workshop.

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

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook

page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/video/vancouver-city-council-08-25-25-2025081019/

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *Councilmember Paulsen*

Motion by Councilmember Stober, seconded by Councilmember Hansen, and Yes: 6, No: 0, Abstaining: 0, to excuse Councilmember Paulsen.

Approval of Minutes

Minutes - August 18, 2025

The Minutes of August 18, 2025, were not voted on and were moved to a future agenda for approval.

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.

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

- *Carmen DeLeon, Vancouver*

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

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

Council pulled items 1 and 2 for discussion.

Motion by Councilmember Fox, seconded by Councilmember Harless, and Yes: 6, No: 0, Abstaining: 0, to approve Items 3 and 4 on the Consent Agenda. Absent from vote: Councilmember Paulsen.

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

Motion by Councilmember Stober, seconded by Councilmember Harless, and Yes: 6, No: 0, Abstaining: 0, to approve Item 2 on the Consent Agenda. Absent from vote: Councilmember Paulsen.

1. Purchase and Sale Agreement - MacArthur Building LLC and Option Agreement - Devine Properties LLC

Staff Report: 176-25

Request: On Monday, August 25, 2025, authorize the City Manager, or designee, to approve the transactions contemplated by the MacArthur Purchase and Sale Agreement and the Devine Option Agreement and authorize the City Manager to execute and implement the MacArthur PSA and Option Agreement in substantially the forms attached and execute related documents and take necessary actions to facilitate the transactions set forth.

Amy Stewart, Real Estate Project Manager, Patrick Quinton, Economic Development Director, amy.stewart@cityofvancouver.us, patrick.quinton@cityofvancouver.us

Motion approved the request.

2. Approval of Recent Nationwide Settlements Arising from Opioid Litigation

Staff Report: 177-25

Request: On Monday, August 25, 2025, authorize and/or ratify the City Manager, City Attorney, and/or designee(s) executing all documentation to approve and join (1) the nationwide settlement with Alvogen, Inc.; Amneal Pharmaceuticals, Inc.; Apotex Inc.; Hikma Pharmaceuticals USA Inc.; Indivior Inc.; Mylan Pharmaceuticals Inc.; Sun Pharmaceutical Industries, Inc.; and Zydus Pharmaceuticals (USA), Inc; (2) the 2025 Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors; and (3) the Purdue/Sackler Direct Settlement.

Dan Lloyd, Assistant City Attorney, Aaron Lande, Assistant City Manager, dan.lloyd@cityofvancouver.us, aaron.lande@cityofvancouver.us

Motion approved the request.

3. 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, August 25, 2025, advance the ordinance, setting the date for the second reading and public hearing for September 8, 2025.

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

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Motion approved the request.

4. Approval of Claim Vouchers

Request: Approve claim vouchers for August 25, 2025.

Motion approved claim vouchers in the amount of $14,870,719.42.

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.

No Public Hearings were scheduled for August 25, 2025.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Columbia River Economic Development Council Update

Clinten Hendricks, Vice President of Business Development of Columbia River Economic Development Council (CREDC), Julia Krivoruk, Lead APEX Advisor, and Abbi Russell, CREDC Policy Committee Chair, discussed the Columbia River Economic Development Council Update.

Community Forum

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

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

- Carmen DeLeon, Vancouver

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

Adjournment

7:02 p.m.

Staff noted after the conclusion of the meeting that the title of the ordinance for Item 3, Ordinance Updating Business License Thresholds, was not read into the record. Council reconvened the meeting to read the title of the ordinance into the record.

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

Mayor McEnerny-Ogle read the title of the Ordinance for Item 3 into the record.

The final adjournment was at 7:03 p.m.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

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

September 8, 2025

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

Mayor Pro Tem Paulsen announced the Council would be entering into executive session from 6:00-6:15 p.m. to discuss Potential Litigation.

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

The City Council Meeting was held on 9/8/2025 at 6:30 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/video/vancouver-city-council-09-08-25-2025091007/

Pledge of Allegiance

Call to Order and Roll Call

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

Present: *Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen*

Absent: *Mayor McEnerny-Ogle*

Motion by Councilmember Stober, seconded by Councilmember Hansen, and

Yes: 6, No: 0, Abstaining: 0, to excuse Mayor McEnerny-Ogle.

Councilmember Harless joined the meeting remotely.

Proclamations

National Service Dog Month

Mayor McEnerny-Ogle read and presented a proclamation to Heidi Stoner, a Volunteer Puppy Raiser for Canine Companions, proclaiming September 2025, as 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.

Mayor Pro Tem Paulsen opened Community Communication and received no testimony from community members regarding any matter on the agenda not scheduled for a Public Hearing.

There being no testimony, Mayor Pro Tem Paulsen closed Community Communication.

Consent Agenda

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

Motion by Councilmember Hansen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to approve Items 1-8 on the Consent Agenda. Absent from vote: Mayor McEnerny-Ogle.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion adopted Resolution M-4350 to approve the request.

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, Recreation and Cultural Services, stacey.donovan@cityofvancouver.us, david.perlick@cityofvancouver.us

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Motion approved the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for September 8, 2025.

Motion approved claim vouchers in the amount of $17,069,466.31.

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

Anthony Glenn, Treasurer, provided an overview of the Ordinance Updating Business License Thresholds.

Council discussed the item briefly with staff.

Mayor Pro Tem Paulsen opened the public hearing and did not receive testimony from community members.

There being no testimony, Mayor Pro Tem Paulsen closed the public hearing.

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4514. Absent from vote: Mayor McEnerny-Ogle.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Safe Routes to School

Kate Drennan, Transportation Planning Program Manager, and Maggie Derk, Senior Transportation Planner, discussed Safe Routes to School.

Adjournment

7:21 p.m.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

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

Staff Report: 186-25

To: Mayor and City Council
From: City Manager
Date: September 15, 2025

Subject
Agreement Amendment - New Public Works Operations Campus Skanska Amendment #1

Key Points

- This is the first amendment to the General Contractor / Construction Manager (GCCM) contract that was approved in June. This first bid package is for scopes of work to support the early sitework construction activities that will begin this fall.
- Scopes of work for this first amendment include fencing improvements along the South and East property lines, some landscaping and temporary irrigation to include planting of buffer trees along both property lines, construction of two retaining walls on the North property line, grading and construction of haul roads throughout the site to support construction activities.
- The attached amendment #1 from Skanska identifies low responsive bidder for each of the four bid packages and associated negotiated support services, specified general conditions and GCCM fee, all of which are fixed, known and/or negotiated fees for executing the work.
- The total for this first amendment is in the amount of: $6,298,470, added to the initial contract amount of $3,229,592, executed in June, brings the current total committed amount to $9,528,062.

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

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

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

Present Situation
The City Council approved the GCCM contract with Skanska USA in June 2025 to deliver the new Public Works Operations Campus. Amendment #1 to the contract is now before Council for approval in the amount of $6,298,470. This amendment includes the first set of bid packages for early sitework activities, fencing along the South and East property lines, planting of buffer trees along the south and east property lines with temporary irrigation, construction of haul roads and retaining walls along the north property line. Approval of this amendment will bring the total contract commitment to $9,528,062 and allow construction to begin in early November, keeping the project on schedule and advancing key work ahead of the main construction phase.

Advantage(s)
One of the primary advantages of delivering this project via GCCM – general contractor construction manager, is the ability to design, procure and begin construction on strategic scopes of work ahead of

the main construction activities. Bidding and constructing these early works packages, beginning this fall, allows us to take advantage of good weather this year and get all the grading and underground activities complete prior to completion of the main design and construction activities. This ultimately will save up to a year in the overall project timeline, allowing the public works department to occupy a year sooner and save a year of construction inflation.

Challenge(s)
None

Budget Impact
These first bid packages, which include fees for negotiated support services, specified general conditions, and contractor's fee percentage, were competitively bid, and are in alignment with expected costs for these services. There is sufficient budget for this project in the FY25-26 Biennium Budget.

Prior Council Review

- Workshop Update to Council, July 7, 2025
- GCCM contract execution, June 9, 2025
- City Council project update memorandum, April 28, 2025
- TCF Architecture contract amendment execution, May 5, 2025

Action Requested
On Monday, September 15, 2025, authorize the City Manager, or designee, to authorize the execution of contract amendment #1 with Skanska USA Building Inc. of Portland, OR for Maximum Allowable Construction Cost (MACC) #1 in the amount of $6,298,470.

Staff Contact
Jean Singer, Capital Projects Manager, jean.singer@cityofvancouver.us

Attachments:
1. Amendment 1 - Final
2. Amendment 1 Exhibits
3. Standard Form of Agreement Between Owner and Contractor

AIA® Document A133™ – 2019
Exhibit A

Guaranteed Maximum Price Amendment #1

This first Amendment dated the is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of June in the year 2025 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Vancouver Public Works Operations Campus
8713 NE 94th Avenue
Vancouver, WA 98662

THE OWNER:
(Name, legal status, and address)

City of Vancouver
PO Box 1995
Vancouver WA 98668

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Skanska USA Building Inc
1010 NW Flanders, Ste 500
Portland OR 97209

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (2020107107)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed $6,2968,470, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Per Exhibit A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[«X»] The date of execution of this Amendment.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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User Notes: (2020107107)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages shall be assessed as follows:

Construction Manager understands that if it fails to achieve Substantial Completion by the Substantial Completion Date (as specified in the GMP Amendment), Owner will suffer damages that are difficult to determine and accurately specify. Construction Manager agrees that if it fails to achieve Substantial Completion by the Substantial Completion Date, Construction Manager shall pay Owner $0.00 as liquidated damages for each calendar day that Substantial Completion extends beyond the relevant Substantial Completion Date.

Any liquidated damages assessed pursuant to this Contract shall be in lieu of all monetary liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are caused by any delay in achieving Substantial Completion or Final Completion, provided this limitation shall not apply to Construction Manager's duty to indemnify the Owner or to warrant Construction Manager's Work as provided in this Contract and shall not apply to any loss, damage, cost or liability incurred by Owner due to factors unrelated to Construction Manager's delay.

§ A.2.4 Final Completion

§ A.2.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Final Completion of the entire Work:

[« »] Not later than « » (« ») calendar days from the date of Substantial Completion.

[« »] By the following date: « »

§ A.2.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Final Completion of the entire Work, the Construction Manager shall achieve Final Completion of such portions by the following dates:

Portion of Work	Final Completion Date

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit C

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User Notes: (2020107107)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)
See Exhibit C

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
N/A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Exhibit B

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Exhibit B

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

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User Notes: (2020107107)

This Amendment to the Agreement entered into as of the day and year first written above.

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Skanska USA Building Inc
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Nena Cook, City Attorney	

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User Notes: (2020107107)

MACC No. 1
Contract Amendment #1

Vancouver Public Works Operations Campus

EARLY WORK RELEASE

Pursuant to Section 6 of the Agreement, dated June 13, 2025, between City of Vancouver *(Owner)* and Skanska USA Building *(GC/CM)*, for the Vancouver Public Works Operations Campus *(the Project)*, the Owner and Construction Manager established an interim (Mini-MACC) Guaranteed Maximum Price (GMP) and Contract Time for the Work as set forth below.

ARTICLE 1: EARLY WORK RELEASE / GUARANTEED MAXIMUM PRICE (GMP)

The GC/CM's Guaranteed Maximum Price for the Work, including the Construction Manager's Fee, is **Six Million, Two Hundred Ninety Eight Thousand, Four Hundred Seventy dollars ($6,298,470)**. This Price is for the performance of the Work in accordance with the Exhibits attached to this Amendment as follows:

Description		Date
Exhibit A	Summary of Mini-MACC #1 GMP Pricing	August 27, 2025
Exhibit B	Scope of Work and Assumptions and Clarifications made in preparing the mini-MACC.	August 27, 2025
Exhibit C	Drawings, Specifications, Addenda, and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based. TCF Architects Contract Documents, dated as noted on the Attached Exhibit	August 27, 2025
Exhibit D	Allowance Items	August 27, 2025
Exhibit E	Alternate Prices	August 27, 2025
Exhibit F	Unit Prices	August 27, 2025
Exhibit G	Early Works Negotiated Support Services	August 27, 2025
Exhibit H	Project Schedule	August 27, 2025
Exhibit I	General Conditions	August 27, 2025
Exhibit J	Group 1 & 2 Bid and Bid Tabs – BP's 32A, 32B, 31A, 31B	August 27, 2025

EXHIBIT A - CONSTRUCTION COST SUMMARY

August 27, 2025

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Value	Value of Previous Amendments	Value of Amendment #01		Total Contract Value
Bid Group 1						
32A	Early Planting and Irrigation	$ 223,000	$ -	$ 223,000		**$ 223,000**
32B	Fencing	$ 169,656	$ -	$ 169,656		**$ 169,656**
Bid Group 2						
31A	Early Sitework	$ 1,682,000	$ -	$ 1,682,000		**$ 1,682,000**
31B	Site Retaining Wall #2	$ 1,895,106		$ 1,895,106		**$ 1,895,106**
1	**Subtotal for Direct Subcontract Work**	**$ 3,969,762**	**$ -**	**$ 3,969,762**		$ 3,969,762
2	Fencing Vegetation Clearing and Trimming Allowance	$ 7,500	$ -	$ 7,500		**$ 7,500**
3	De-watering Baker Tank and Filtration Allowance	$ 200,000	$ -	$ 200,000		**$ 200,000**
4	Subcontractor Bonds (included in bid packages)	$ -	$ -	$ -		Included
5	**Subtotal for Other Contract Costs** (Add Lines 2, 3, & 4)	**$ 207,500**		**$ 207,500**		$ 207,500
6	**Total Subcontract Costs** (Add Lines 1 & 5)	**$ 4,177,262**	**$ -**	**$ 4,177,262**		$ 4,177,262
7	Negotiated Support Services	$ 404,728	$ -	$ 404,728		**$ 404,728**
8	Builder's Risk Allowance	$ 500,000	$ -	$ 500,000		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ 125,318	$ -	$ 125,318		**$ 125,318**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ 5,207,308**	**$ -**	**$ 5,207,308**		$ 5,207,308
11	Fixed Amount for Specified General Conditions	$ 835,549	$ -	$ 835,549		**$ 835,549**
12	GC/CM Fee x % Shown Below)	$ 255,613	$ -	$ 255,613		**$ 255,613**
13	**Total Contract Cost (TCC)** (Add Lines 10, 12, and 12)	**$ 6,298,470**	**$ -**	**$ 6,298,470**		$ 6,298,470
14	Preconstruction Services	$ 897,758.00	$ 897,758	$ -		**$ 897,758.00**
15	**TCC plus Preconstruction Services** (Add Lines 13 and 14)	**$ 7,196,228**	**$ 897,758**	**$ 6,298,470**		$ 7,196,228

Ref.	Risk Contingency & Fee Percentages Applicable to This Contract					
Line 8	GC/CM Contingency Percentage					3.00%
Line 10	GC/CM Fee Percentage					4.23%

EXHIBIT "B"
MACC-1 (Contract AMENDMENT #1)
Scope of Work and Assumptions and Clarifications
City of Vancouver - Public Works Operations Campus

SCOPE OF WORK -

The following scopes of work are included with Amendment #1:

City of Vancouver (MACC-1 Bid Packages – Early Work Requirements):

1. **Bid Group #1**
   - 1.1 BP 32A – Early Tree Planting
     - i. Complete Scope as Identified in the Bid Package and related Addenda
   - 1.2 BP 32B – Fencing
     - i. Complete Scope as Identified in the Bid Package and related Addenda
2. **Bid Group #2**
   - 1.1 BP 31A – Early Sitework
     - i. Includes select clearing and grading, erosion control, MSE Retaining Wall #1, site demolition, PCB contaminated material handling and disposal, and miscellaneous early utilities. Partial early sitework is included per the Bid Package and related addenda.
   - 1.2 BP 31B – Site Retaining Wall #2
     - i. Complete scope with base bid soldier pile and lagging with reinforced shotcrete as identified in the Bid Package and related Addenda.

General Conditions and Negotiated Support Services (NSS):

1. Negotiated Support Services:
   a. NSS Cost For this Request: $404,728
2. General Conditions: $835,549
   a. General Conditions include site supervision and part time Project Management from August 2025 through September 2026. The estimated General Conditions also cover MACC #2 Early Sitework and Retaining Walls.
3. Overhead and Profit 4.23%: $255,613

ASSUMPTIONS AND CLARIFICATIONS -

1. Assumes a Notice to Proceed, NTP, from the Owner for the bid package values in Amendment Exhibit A, by September 22, 2025, and an executed associated GMP Amendment by September 26, 2025. Delay in issuance of NTP will entitle Skanska to revise the Early Work Schedule.
2. Builders Risk is included as an Allowance, pending updates for deductibles for the natural occurrence coverage. The Builders Risk policy will be in place and effective prior to starting construction activities on site.
3. The GMP Amendment assumes reasonable, unfettered, legal access commensurate with the Owner's Notice to Proceed.
4. Assumes Owner permits required for commencement of MACC #1 Early Work have been secured prior to the scheduled start date for related construction activities.
5. Public Agency reviews or approvals and associated fees are excluded, as well as the costs associated for any changes resulting from review by the agency and/or its inspectors, unless they are issues related to installation.

6. Dewatering to the extent described in spec section 312319 is excluded. The NV5 geotechnical report estimates ground water at 20-30 feet below ground surface. Fall/winter activities such as planting, irrigation and fencing should not require dewatering. Geo exchange scope is planned to start in April going into the dry season. Dewatering as described in spec section 312319 will be considered for future scopes of Work. Skanska has included an Allowance of $200,000 for Baker Tanks, filtration and offsite discharge.
7. Estimated Negotiated Site Services, NSS, have been included from August 2025 through September 2026 for MACC #1 scope of Work. The NSS budget includes dump fees and hauling, drinking water, field toilets and hand washing stations, traffic control for large equipment mobilization and demobilization, 1-field office with a 2nd field office for the CoV inspector starting in April 2026, project signage, temporary water, early work survey, temporary generator power, temporary light plants for winter months, and 3rd party means and methods engineering.
8. Soldier pile retaining wall monitoring includes the following:
    a. Pre-construction survey of the existing flare station, including survey targets at 2-buildings and 2-fence posts.
    b. Survey monitoring points at the top of soldier pile wall spaced 25' O.C. Survey readings include vertical and horizontal measurements, accurate to 0.01 feet.
    c. Monitoring points shall be surveyed once/week for 13 weeks. Surveyor shall install new survey targets after shotcrete and monitor for 4 additional weeks after shotcrete is applied.
9. Prevailing wage rates are based on January 15, 2025, as noted in the Owner/Contractor Agreement.

EXCLUSIONS -

The following exclusions apply for Amendment #1:

1. Geo Exchange Boring Field and Division 23 scope of Work
2. Division 26 Scope
3. Division 07 Scope
4. Property boundary survey and record County survey
5. Any scope not specifically outlined above
6. Special inspection and testing services or fees

COST BASIS OF AMENDMENT #1

Amendment #1 Proposal is based upon the following:

1. Owner / Contractor Agreements dated on June 13, 2025 – AIA A133-2019 and AIA A201 - 2017
2. As-Bid Specified General Conditions
3. Project Schedule data date March 07, 2025, Run Date: July 03, 2025
4. Bids received on July 18, 2025, Bid Packages: 32A and 32B
5. Bids received on August 22, 2025, Bid Packages: 31A and 31B

EXHIBIT "C"
MACC-1 (Contract AMENDMENT #1)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

DRAWINGS & SKETCHES, SPECIFICATIONS, ADDENDA and OTHER DOCUMENTS

The documents listed in this Exhibit C comprise part of the Contract Documents.

Drawings & Sketches

Drawing or Sketch No.	Description	Rev No.	Date
	GENERAL		
C000	COVER SHEET	1	7/18/2025
C001	SHEET INDEX	1	7/18/2025
	CIVIL		
C000	COVER SHEET	1	7/18/2025
C001	LEGEND	1	8/8/2025
LU 100	EXISTING CONDITIONS PLAN	1	7/18/2025
LU 200	CONCEPT PLAN	2	7/18/2025
C100	CLEARING AND EROSION CONTROL PLAN	3	8/8/2025
C101	CLEARING AND EROSION CONTROL PLAN	2	7/29/2025
C102	TESC NOTES AND DETAILS	1	7/18/2025
C200	GRADING PLAN	3	8/8/2025
C201	GRADING PLAN	2	7/29/2025
C202	SITE CROSS SECTIONS	1	7/18/2025
C203	RETAINING WALL PROFILES	3	8/8/2025
C204	RETAINING WALL PROFILES	1	7/18/2025
	STRUCTURAL		
R100	ECOLOGY BLOCK MSE WALL DETAILS	1	7/29/2025
S101	GENERAL NOTES	1	7/29/2025
S102	GENERAL NOTES	0	7/18/2025
S103	GENERAL NOTES	2	8/8/2025
S201	SOLDIER PILE WALL PLAN	2	8/8/2025
S211	SOLDIER PILE WALL ELEVATION	1	8/8/2025
S212	SOLDIER PILE WALL ELEVATION	1	8/8/2025
S301	SOLDIER PILE WALL DETAILS	1	7/29/2025
	MECHANICAL		
G101	COVER SHEET	1	7/18/2025
M001	SYMBOL LIST AND GENERAL NOTES - MECHANICAL	1	7/18/2025
M101	SITE PIPING PLAN - MECHANICAL	1	7/18/2025
M102	ENLARGED SITE PIPING PLAN - MECHANICAL	1	7/18/2025
M601	DETAILS - MECHANICAL	1	7/18/2025
M602	DETAILS - MECHANICAL	1	7/18/2025
	ELECTRICAL		
EG001	SYMBOL LIST AND GENERAL NOTES - ELECTRICAL	1	7/18/2025

EG101	SITE PLAN - ELECTRICAL	1	7/18/2025
EG102	ENLARGED SITE PLAN - ELECTRICAL	1	7/18/2025
	LANDSCAPING		
LS1.0	LEVEL V TREE PLAN	1	7/18/2025
LS1.1	LEVEL V TREE PLAN	1	7/18/2025
LS2.1	PLANTING DETAILS	1	7/18/2025
LS2.0	PLANTING PLAN	1	7/18/2025
LS3.0	IRRIGATION PLAN	1	7/18/2025

Specifications

Specification Section	Description	Rev No.	Date
01	**GENERAL REQUIREMENTS**		
01 11 00	SUMMARY OF WORK		6/20/2025
01 23 00	ALTERNATES		6/20/2025
01 25 00	SUBSTITUTIONS		6/20/2025
01 26 00	CONTRACT MODIFICATIONS		6/20/2025
01 29 76	PROGRESS PAYMENTS		6/20/2025
01 31 00	PROJECT MANAGEMENT COORDINATION		6/20/2025
01 31 19	PROJECT MEETINGS		6/20/2025
01 32 16	CONSTRUCTION SCHEDULE		6/20/2025
01 33 00	SUBMITTAL PROCEDURES		6/20/2025
01 35 23	SAFETY REQUIREMENTS		6/20/2025
01 41 00	AIR BARRIER SYSTEM		6/20/2025
01 42 00	REFERENCES		6/20/2025
01 45 00	CONTRACTOR QUALITY CONTROL		6/20/2025
01 45 23	TESTING AND INSPECTION		6/20/2025
01 45 54	AIR BARRIER TESTING AND LEAK MITIGATION		6/20/2025
01 50 00	TEMPORARY FACILITIES AND CONTROLS		6/20/2025
01 56 39	TEMPORARY TREE PROTECTION PLAN		6/20/2025
01 58 00	PROJECT IDENTIFICATION		6/20/2025
01 71 23	FIELD ENGINEERING		6/20/2025
01 73 00	EXECUTION		6/20/2025
01 73 39	CUTTING AND PATCHING		6/20/2025
01 74 00	CONSTRUCTION WASTE MANAGEMENT		6/20/2025
01 75 00	TEST ENGINEER SERVICES		6/20/2025
01 77 00	CLOSEOUT PROCEDURES		6/20/2025
01 78 23	OPERATION AND MAINTENANCE DATA		6/20/2025
01 78 36	WARRANTIES		6/20/2025
01 79 00	DEMONSTRATION AND TRAINING		6/20/2025
01 91 00	COMMISSIONING		6/20/2025

07	**THERMAL AND MOISTURE PROTECTION**		
07 1900	WATER REPELLENTS		7/18/2025
07 9200	JOINTSEALANTS		7/18/2025
23	**HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**		
23 00 00	HEATING, VENTILATING AND AIR CONDITIONING (HVAC) BASIC REQUIREMENTS		6/20/2025
23 05 19	METERS AND GAUGES FOR HVAC PIPING		6/20/2025
23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING		6/20/2025
23 05 53	IDENTIFICATION FOR HVAC PIPING, DUCTWORK AND EQ		6/20/2025
23 21 13.33	GROUND-LOOP HEAT-PUMP PIPING		6/20/2025
23 21 13	HVAC PIPING		6/20/2025
23 21 16	HYDRONIC PIPING SPECIALTIES		6/20/2025
23 25 00	HVAC WATER TREATMENT		6/20/2025
26	**ELECTRICAL**		
26 00 00	ELECTRICAL BASIC REQUIREMENTS		6/20/2025
26 05 33	RACEWAYS		6/20/2025
26 05 43	ELECTRICAL VAULTS AND UNDERGROUND RACEWAYS		6/20/2025
31	**EARTHWORK**		
31 10 00	SITE CLEARING		7/18/2025
31 20 00	EARTH MOVING		7/18/2025
31 23 19	DEWATERING		7/18/2025
31 25 00	EROSION AND SEDIMENT CONTRO		7/18/2025
33	**UTILITIES**		
33 41 16	SUBDRAINAGE PIPING		7/18/2025

Addenda

Addendum No.	Description	Rev No.	Date
01	Addendum #01 Bid Group 1		07/9/2025
02	Addendum #02 Bid Group 1		07/11/2025
03	Addendum #03 Bid Group 1		07/15/2025
01	Addendum #01 Bid Group 2		07/31/2025
02	Addendum #02 Bid Group 2		08/11/2025
03	Addendum #03 Bid Group 2		08/14/2025
04	Addendum #04 Bid Group 2		08/18/2025
05	Addendum #05 Bid Group 2		08/19/2025

Other

EXHIBIT "C"
MACC-1 (Contract AMENDMENT #1)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

Document No.	Document Name	Rev No.	Date
	VPOC INFORMATION AVAILABLE TO BIDDERS 2025-7-18.pdf		7/18/2025
	Report of Geotechnical Engineering Services		10/02/2023
	Stormwater Pollution Prevention Plan (SWPPP)		02/28/2025

EXHIBIT "D"
Contract AMENDMENT #1
Allowance Items
City of Vancouver – Public Works Operations Center

ALLOWANCE ITEMS -

These allowances are intended to provide for all direct and indirect construction costs associated with each of these items.

As these items are finally designed and procured, the MACC including the price and Project Schedule will be adjusted accordingly to reflect accepted, responsive subcontractor prices and schedule.

These allowances are intended to be subcontractor selling prices to the General Contractor Construction Manager (GCCM). Upon final determination of the actual cost of work, the GMP will be adjusted through a Change Order process as described in A133 2.0.2.

Allowances

Description	Estimated Amount	Unit Price	ALLOWANCE
1. BP #32B Fencing vegetation clearing and trimming	1	Allow	$ 7,500
2. BP #31A De-watering Baker Tank Filtration and Discharge	1	Allow	$ 200,000
3. Builders Risk Insurance	1	Allow	$ 500,000
Total MACC #1 Allowances			$ 707,500

EXHIBIT "E"
Contract AMENDMENT #1
Alternate Prices
City of Vancouver – Public Works Operations Center

ALTERNATE PRICES

The stipulated dollar values are not inclusive of GC/CM Contingency, Fee, or WSST.

Alternate Description	Cost by Bid Package	Comments	Status/Decision Need Date
Omit Shotcrete wall headed studs, drain mat, drain and weep pipe.	**BP 31B ($574,735)**		9/15/2025
Omit Shotcrete wall headed studs, drain mat, drain and weep pipe.	**BP 31A ($15,000)**		9/15/2025

EXHIBIT “F”
Contract AMENDMENT #1
Unit Prices
City of Vancouver – Public Works Operation Center

Unit Prices -

None

EXHIBIT "G"
Contract AMENDMENT #1
Early Work Negotiated Support Services
City of Vancouver – Public Works Operations Center

NEGOTIATED SUPPORT SERVICES

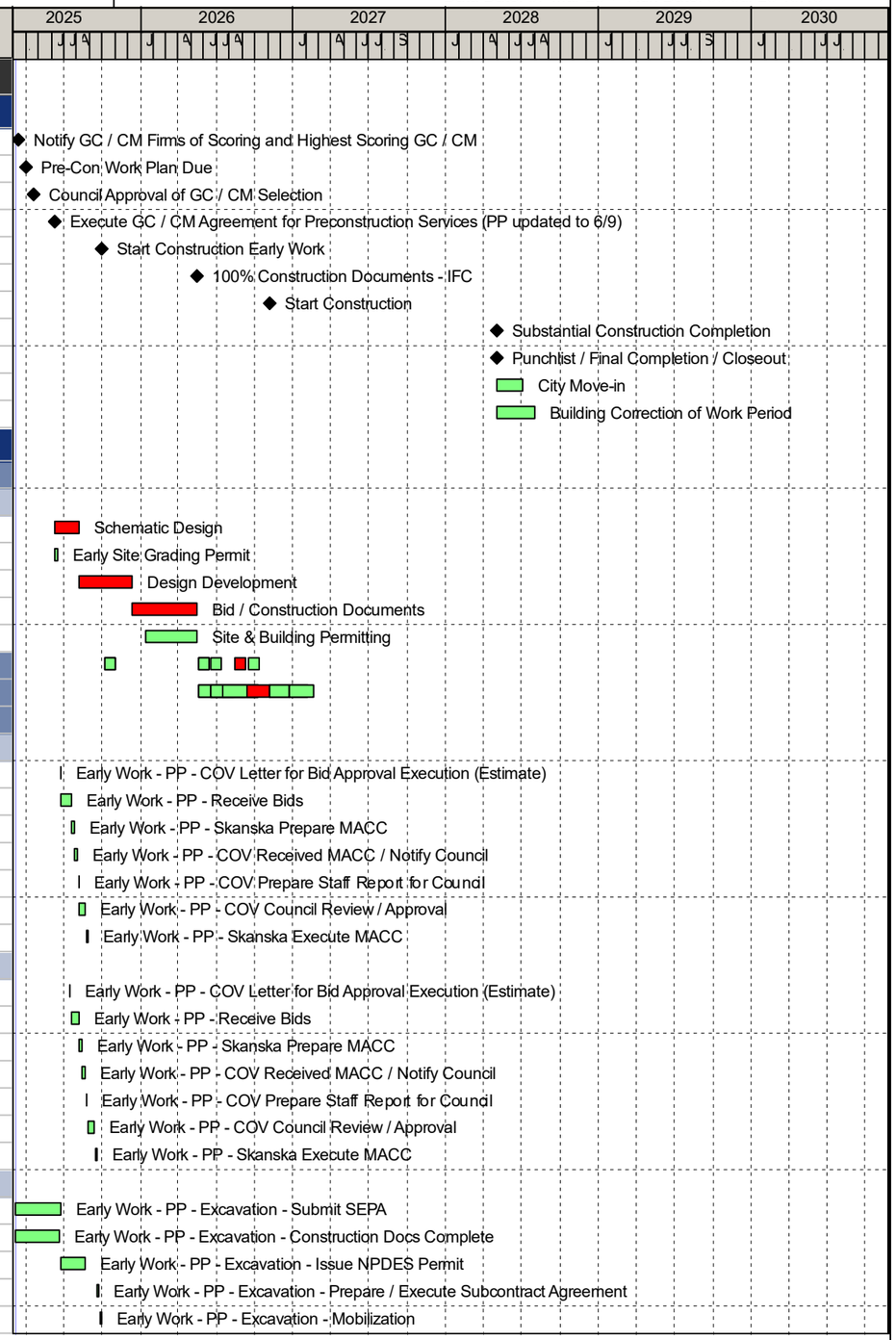
The stipulated dollar values are not inclusive of GC/CM Contingency, Fee, or WSST.

SKANSKA

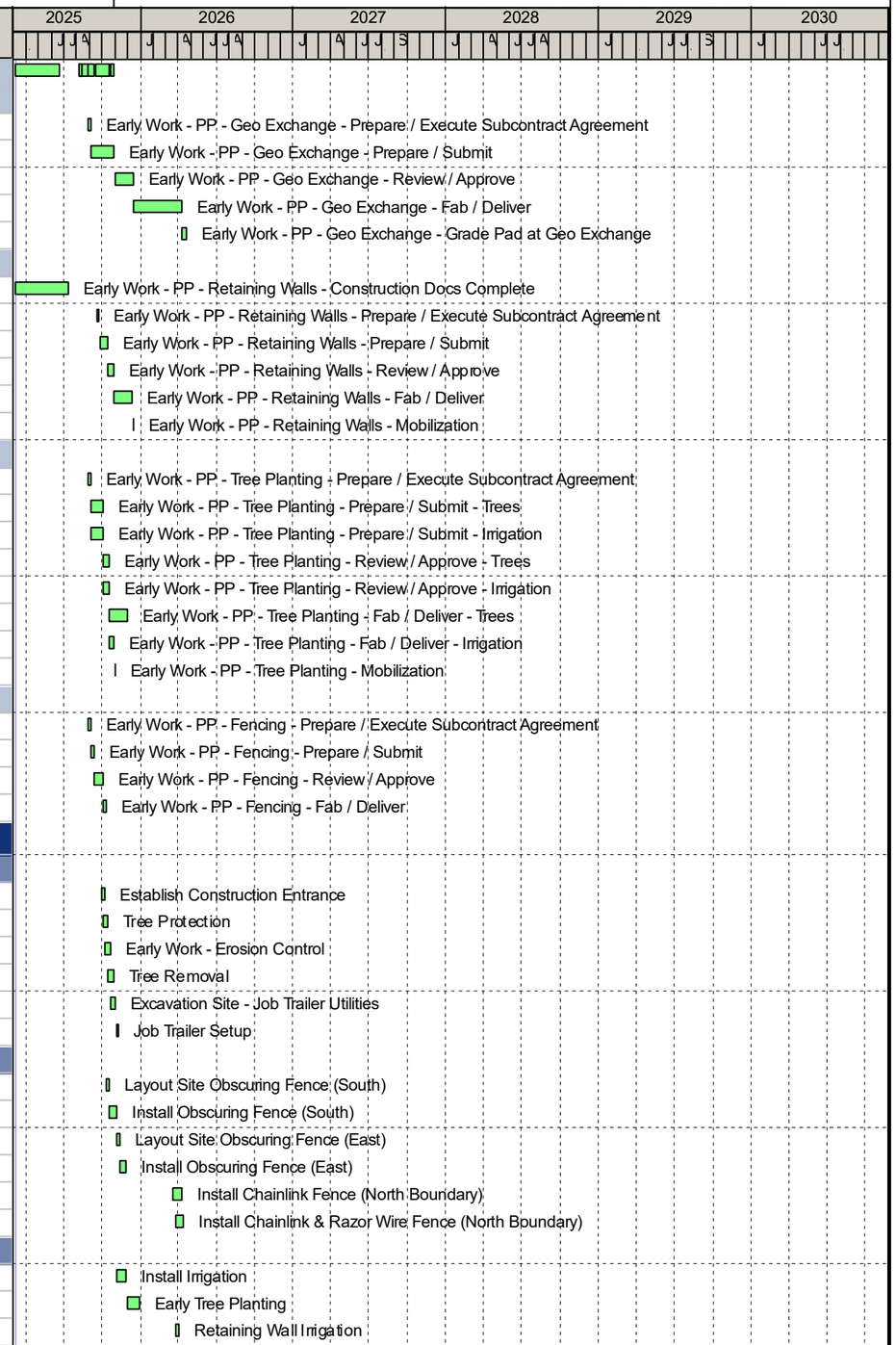
VPOC	8713 NE 94th Ave. Vancouver, WA 98662		
Early Work Duration			
Negotiated Site Services			
Code	**Description**	**Early Work**	**Comments**
150.01320000	Survey	89,100.00	
150.01842500	Forklift	4,828.00	
150.01800500	Fuel & Oil	12,850.00	Generator and Forklift Fuel
150.01401500	Dump Fees and Hauling	10,000.00	
150.01221100	Drinking Water/Ice	1,000.00	
150.01400500	Field Toilets	33,160.00	
150.01521000	Traffic Control	23,000.00	
150.01592000	Temporary Water	11,460.00	Utility fees
150.01590500	Temporary Power	18,050.00	Generator Rental
150.01591500	Temporary Lighting	5,500.00	Temporary Light Plants
150.01504000	Temporary Site Protection	14,870.00	Temporary Fence
150.01200500	Field Offices	15,500.00	1-Field office for early work + 1-Office for CoV inspector as of April
150.01210500	Project Signage	3,500.00	
150.01503500	Temporary Protection	5,000.00	32-acre private utility locate
150.01582500	Perimeter/Opening Protection	6,500.00	
150.01570500	Temporary Weather Protection	141,409.80	
150.25103600	3rd Party Means and Methods Engineering	9,000.00	
Total		**$ 404,727.80**	

Early Work	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Survey	-	-	12,000	10,000	10,000	13,500	13,500	10,500	8,600	7,500	3,500			-	89,100
Forklift	-	-	-	2,000	-	-	-	-	2,828	-	-	-	-	-	4,828
Fuel & Oil	-	800	800	800	800	800	800	1,200	1,200	1,200	1,200	1,200	1,200	850	12,850
Dump Fees and Hauling	-	500	750	750	800	800	800	800	800	800	800	800	800	800	10,000
Drinking Water/Ice	-	40	80	80	80	80	80	80	80	80	80	80	80	80	1,000
Field Toilets w/HW Station	870	1,180	1,180	1,180	1,180	1,490	1,490	1,490	1,490	1,490	1,490	14,530	-	4,100	33,160
Traffic Control	2,500	-	2,500	-	3,500	-	-	2,500	-	-	-	-	-	12,000	23,000
Temporary Water	-	1,000	5,000	120	120	120	600	700	700	700	700	700	700	300	11,460
Temporary Power	-	1,200	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	350	18,050
Temporary Lighting	-	-	800	800	800	800	800	800	-	-	-	-	-	700	5,500
Field Offices	-	2,125	625	625	625	625	625	625	2,875	1,350	1,350	1,350	1,350	1,350	15,500
Project Signage	-	1,500	-	-	-	2,000	-	-	-	-	-	-	-		3,500
Site Security	-	-	2,974	2,974	2,974	2,974	2,974	-	-	-	-	-	-	-	14,870
Temporary Protection	-	5,000	-	-	-	-	-	-	-	-	-	-	-	-	5,000
Perimeter/Opening Protection	-	-	-	-	-	-	-	-	6,500	-	-	-	-	-	6,500
Temporary Weather Protection	-	-	-	-	28,282	28,282	28,282	28,282	28,282	-	-	-	-		141,410
Means and Methods Engineering		2,500				3,000								3,500	9,000
Total															**$ 404,728**

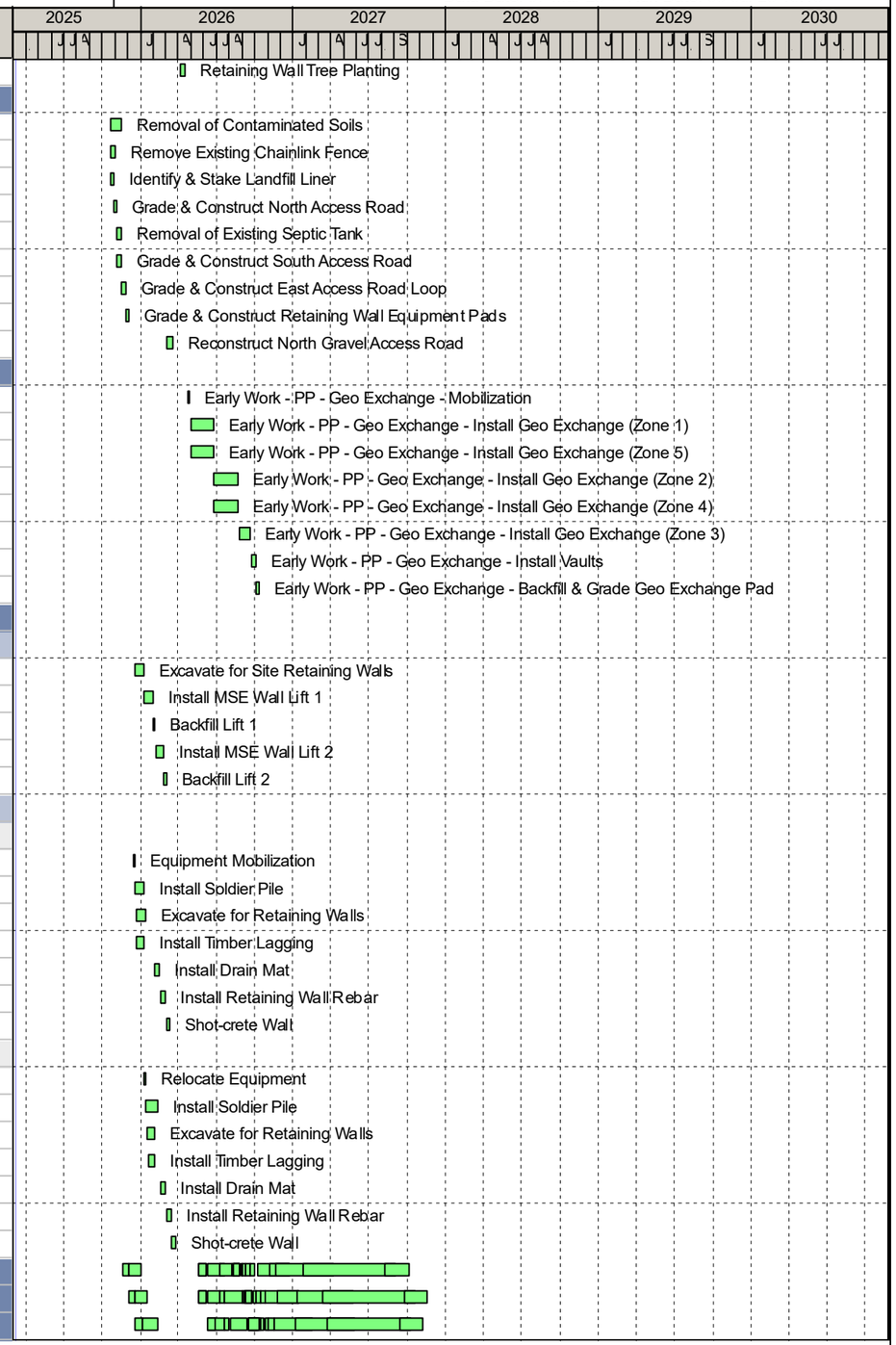
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT		1240	1246	14-Mar-25 A	23-Jan-30
EXECUTIVE SUMMARY		860	860	14-Mar-25	02-Aug-28
EXE163	Notify GC / CM Firms of Scoring and Highest Scoring GC / CM	0	0		14-Mar-25*
EXE173	Pre-Con Work Plan Due	0	0		31-Mar-25*
EXE183	Council Approval of GC / CM Selection	0	0		18-Apr-25*
EXE193	Execute GC / CM Agreement for Preconstruction Services (PP updated to 6/9)	0	0		09-Jun-25*
EXE203	Start Construction Early Work	0	0	30-Sep-25	
DES187	100% Construction Documents - IFC	0	0		15-May-26*
EXE113	Start Construction	0	0	06-Nov-26	
EXE101	Substantial Construction Completion	0	0		01-May-28*
EXE103	Punchlist / Final Completion / Closeout	0	0		01-May-28
EXE143	City Move-in	44	44	02-May-28	03-Jul-28
EXE153	Building Correction of Work Period	65	65	02-May-28	02-Aug-28
PRE-CONSTRUCTION		460	495	25-Apr-25 A	17-Feb-27
DESIGN		238	238	10-Jun-25	15-May-26
OVERALL		238	238	10-Jun-25	15-May-26
DES147	Schematic Design	42	42	10-Jun-25	07-Aug-25
DES111	Early Site Grading Permit	5	5	10-Jun-25	16-Jun-25
DES101	Design Development	86	86	08-Aug-25	10-Dec-25
DES102	Bid / Construction Documents	110	110	11-Dec-25	15-May-26
DES106	Site & Building Permitting	88	88	14-Jan-26	15-May-26
TRADE PARTNER CONTRACTING		259	259	06-Oct-25	12-Oct-26
CRITICAL MATERIAL & EQUIPMENT PROCUREMENT		191	191	18-May-26	17-Feb-27
EARLY WORK PROCUREMENT		301	287	25-Apr-25 A	22-Apr-26
EARLY WORK COV MACC 01 Negotiations		47	47	23-Jun-25 A	27-Aug-25
EW14610	Early Work - PP - COV Letter for Bid Approval Execution (Estimate)	1	1	23-Jun-25*	23-Jun-25
EW227	Early Work - PP - Receive Bids	15	18	27-Jun-25 A	18-Jul-25
EW15070	Early Work - PP - Skanska Prepare MACC	5	5	21-Jul-25	25-Jul-25
EWS257	Early Work - PP - COV Received MACC / Notify Council	6	6	28-Jul-25	04-Aug-25
EWS267	Early Work - PP - COV Prepare Staff Report for Council	2	2	05-Aug-25	06-Aug-25
EWS277	Early Work - PP - COV Council Review / Approval	12	12	07-Aug-25	22-Aug-25
EWS237	Early Work - PP - Skanska Execute MACC	3	3	25-Aug-25	27-Aug-25
EARLY WORK COV MACC 02 Negotiations		44	44	17-Jul-25	17-Sep-25
EW15060	Early Work - PP - COV Letter for Bid Approval Execution (Estimate)	1	1	17-Jul-25*	17-Jul-25
EW15050	Early Work - PP - Receive Bids	15	15	18-Jul-25	07-Aug-25
EW15080	Early Work - PP - Skanska Prepare MACC	5	5	08-Aug-25	14-Aug-25
EWS417	Early Work - PP - COV Received MACC / Notify Council	6	6	15-Aug-25	22-Aug-25
EWS427	Early Work - PP - COV Prepare Staff Report for Council	2	2	25-Aug-25	26-Aug-25
EWS437	Early Work - PP - COV Council Review / Approval	12	12	27-Aug-25	12-Sep-25
EWS407	Early Work - PP - Skanska Execute MACC	3	3	15-Sep-25	17-Sep-25
EARLY WORK Excavation		301	144	25-Apr-25 A	29-Sep-25
EW14730	Early Work - PP - Excavation - Submit SEPA	36	77	25-Apr-25 A	24-Jun-25
EW14660	Early Work - PP - Excavation - Construction Docs Complete	25	75	05-May-25 A	20-Jun-25
EW14720	Early Work - PP - Excavation - Issue NPDES Permit	58	58	25-Jun-25	21-Aug-25
EWS357	Early Work - PP - Excavation - Prepare / Execute Subcontract Agreement	5	5	18-Sep-25	24-Sep-25
EW14680	Early Work - PP - Excavation - Mobilization	3	3	25-Sep-25	29-Sep-25



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EARLY WORK Aggregate Piers		228	164	05-May-25 A	27-Oct-25
EARLY WORK Geo Exchange		165	165	28-Aug-25	22-Apr-26
EWS367	Early Work - PP - Geo Exchange - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW14500	Early Work - PP - Geo Exchange - Prepare / Submit	40	40	05-Sep-25	30-Oct-25
EW14570	Early Work - PP - Geo Exchange - Review / Approve	30	30	31-Oct-25	15-Dec-25
EW14580	Early Work - PP - Geo Exchange - Fab / Deliver	80	80	16-Dec-25	08-Apr-26
EW14940	Early Work - PP - Geo Exchange - Grade Pad at Geo Exchange	10	10	09-Apr-26	22-Apr-26
EARLY WORK Retaining Walls		200	198	05-May-25 A	16-Dec-25
EW14790	Early Work - PP - Retaining Walls - Construction Docs Complete	25	89	05-May-25 A	11-Jul-25
EWS377	Early Work - PP - Retaining Walls - Prepare / Execute Subcontract Agreement	5	5	18-Sep-25	24-Sep-25
EW14760	Early Work - PP - Retaining Walls - Prepare / Submit	15	15	25-Sep-25	15-Oct-25
EW14770	Early Work - PP - Retaining Walls - Review / Approve	10	10	16-Oct-25	29-Oct-25
EW14780	Early Work - PP - Retaining Walls - Fab / Deliver	30	30	30-Oct-25	12-Dec-25
EW14800	Early Work - PP - Retaining Walls - Mobilization	2	2	15-Dec-25	16-Dec-25
EARLY WORK Tree Planting		65	65	28-Aug-25	01-Dec-25
EWS387	Early Work - PP - Tree Planting - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW14810	Early Work - PP - Tree Planting - Prepare / Submit - Trees	20	20	05-Sep-25	02-Oct-25
EW15140	Early Work - PP - Tree Planting - Prepare / Submit - Irrigation	20	20	05-Sep-25	02-Oct-25
EW14820	Early Work - PP - Tree Planting - Review / Approve - Trees	10	10	03-Oct-25	16-Oct-25
EW15150	Early Work - PP - Tree Planting - Review / Approve - Irrigation	10	10	03-Oct-25	16-Oct-25
EW14830	Early Work - PP - Tree Planting - Fab / Deliver - Trees	30	30	17-Oct-25	01-Dec-25
EW15160	Early Work - PP - Tree Planting - Fab / Deliver - Irrigation	10	10	17-Oct-25	30-Oct-25
EW14850	Early Work - PP - Tree Planting - Mobilization	2	2	31-Oct-25	03-Nov-25
EARLY WORK Fencing		30	30	28-Aug-25	09-Oct-25
EWS397	Early Work - PP - Fencing - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW15010	Early Work - PP - Fencing - Prepare / Submit	5	5	05-Sep-25	11-Sep-25
EW15020	Early Work - PP - Fencing - Review / Approve	15	15	12-Sep-25	02-Oct-25
EW15030	Early Work - PP - Fencing - Fab / Deliver	5	5	03-Oct-25	09-Oct-25
EARLY WORK CONSTRUCTION		657	657	30-Sep-25	01-May-28
EARLY WORK SITE MOBILIZATION		30	30	30-Sep-25	10-Nov-25
EW14870	Establish Construction Entrance	5	5	30-Sep-25	06-Oct-25
EW15240	Tree Protection	10	10	02-Oct-25	15-Oct-25
EW1030	Early Work - Erosion Control	10	10	07-Oct-25	20-Oct-25
EW15250	Tree Removal	10	10	16-Oct-25	29-Oct-25
EW1000	Excavation Site - Job Trailer Utilities	10	10	21-Oct-25	03-Nov-25
EW14880	Job Trailer Setup	5	5	04-Nov-25	10-Nov-25
EARLY WORK FENCING		130	130	10-Oct-25	15-Apr-26
EW14970	Layout Site Obscuring Fence (South)	5	5	10-Oct-25	16-Oct-25
EW14990	Install Obscuring Fence (South)	15	15	17-Oct-25	06-Nov-25
EW14980	Layout Site Obscuring Fence (East)	3	3	07-Nov-25	11-Nov-25
EW15000	Install Obscuring Fence (East)	10	10	12-Nov-25	25-Nov-25
EW15040	Install Chainlink Fence (North Boundary)	15	15	20-Mar-26	09-Apr-26
EW15090	Install Chainlink & Razor Wire Fence (North Boundary)	15	15	26-Mar-26	15-Apr-26
EARLY IRRIGATION & PLANTING		115	115	04-Nov-25	17-Apr-26
EW15100	Install Irrigation	17	17	04-Nov-25	26-Nov-25
EW15110	Early Tree Planting	20	20	02-Dec-25	30-Dec-25
EW15120	Retaining Wall Irrigation	7	7	26-Mar-26	03-Apr-26



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EW15130	Retaining Wall Tree Planting	10	10	06-Apr-26	17-Apr-26
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		104	104	21-Oct-25	19-Mar-26
EW1180	Removal of Contaminated Soils	20	20	21-Oct-25	17-Nov-25
EW15170	Remove Existing Chainlink Fence	10	10	21-Oct-25	03-Nov-25
EW15190	Identify & Stake Landfill Liner	5	5	21-Oct-25	27-Oct-25
EW15200	Grade & Construct North Access Road	7	7	28-Oct-25	05-Nov-25
EW1200	Removal of Existing Septic Tank	10	10	04-Nov-25	17-Nov-25
EW15210	Grade & Construct South Access Road	7	7	06-Nov-25	14-Nov-25
EW15220	Grade & Construct East Access Road Loop	7	7	17-Nov-25	25-Nov-25
EW15230	Grade & Construct Retaining Wall Equipment Pads	5	5	26-Nov-25	04-Dec-25
EW15180	Reconstruct North Gravel Access Road	10	10	06-Mar-26	19-Mar-26
EARLY WORK GEO EXCHANGE		120	120	23-Apr-26	12-Oct-26
EW14750	Early Work - PP - Geo Exchange - Mobilization	5	5	23-Apr-26	29-Apr-26
EW14890	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 1)	40	40	30-Apr-26	25-Jun-26
EW14900	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 5)	40	40	30-Apr-26	25-Jun-26
EW14910	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 2)	40	40	26-Jun-26	21-Aug-26
EW14920	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 4)	40	40	26-Jun-26	21-Aug-26
EW14930	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 3)	20	20	24-Aug-26	21-Sep-26
EW14950	Early Work - PP - Geo Exchange - Install Vaults	10	10	22-Sep-26	05-Oct-26
EW14960	Early Work - PP - Geo Exchange - Backfill & Grade Geo Exchange Pad	5	5	06-Oct-26	12-Oct-26
SITE RETAINING WALLS		71	71	15-Dec-25	25-Mar-26
MSE RETAINING WALL		55	55	17-Dec-25	05-Mar-26
A2430	Excavate for Site Retaining Walls	15	15	17-Dec-25	08-Jan-26
A2850	Install MSE Wall Lift 1	15	15	09-Jan-26	29-Jan-26
A14000	Backfill Lift 1	5	5	30-Jan-26	05-Feb-26
A14010	Install MSE Wall Lift 2	15	15	06-Feb-26	26-Feb-26
A14020	Backfill Lift 2	5	5	27-Feb-26	05-Mar-26
SOLDIER PILE RETAINING WALL		71	71	15-Dec-25	25-Mar-26
RETAINING WALL UPPER		61	61	15-Dec-25	11-Mar-26
A14030	Equipment Mobilization	3	3	15-Dec-25	17-Dec-25
A2900	Install Soldier Pile	15	15	18-Dec-25	09-Jan-26
A2880	Excavate for Retaining Walls	15	15	22-Dec-25	13-Jan-26
A2910	Install Timber Lagging	10	10	24-Dec-25	08-Jan-26
A2940	Install Drain Mat	10	10	03-Feb-26	16-Feb-26
A2920	Install Retaining Wall Rebar	10	10	17-Feb-26	02-Mar-26
A2930	Shot-crete Wall	7	7	03-Mar-26	11-Mar-26
RETAINING WALL LOWER		54	54	09-Jan-26	25-Mar-26
A14100	Relocate Equipment	3	3	09-Jan-26	13-Jan-26
A14070	Install Soldier Pile	20	20	14-Jan-26	10-Feb-26
A14040	Excavate for Retaining Walls	15	15	16-Jan-26	05-Feb-26
A14080	Install Timber Lagging	10	10	20-Jan-26	02-Feb-26
A14060	Install Drain Mat	10	10	17-Feb-26	02-Mar-26
A14050	Install Retaining Wall Rebar	10	10	03-Mar-26	16-Mar-26
A14090	Shot-crete Wall	7	7	17-Mar-26	25-Mar-26
BUILDING A		476	476	18-Nov-25	04-Oct-27
BUILDING B		499	499	04-Dec-25	18-Nov-27
BUILDING C		480	480	18-Dec-25	05-Nov-27



Remaining Level of Effort | Actual Work | Critical Remaining Work

Actual Level of Effort | Remaining Work | Milestone

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT

SKANSKA

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
BUILDING D		448	448	07-Jan-26	08-Oct-27
BUILDING E		565	565	21-Jan-26	10-Apr-28
BUILDING F		296	296	09-Feb-26	07-Apr-27
SITEWORK		423	423	01-Sep-26	01-May-28
CONSTRUCTION		821	821	06-Nov-26	23-Jan-30

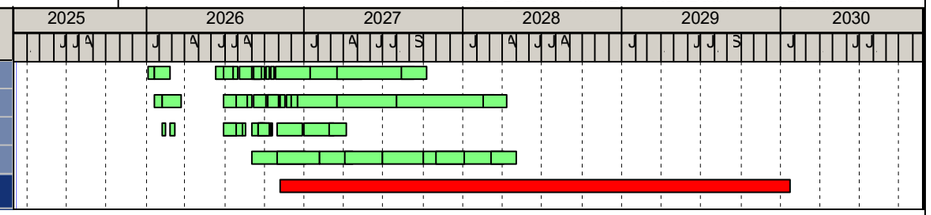


EXHIBIT “H”
Contract AMENDMENT #1
Project Schedule
City of Vancouver – Public Works Operations Center

Project Schedule - data date March 07, 2025, Run Date: July 03, 2025

EXHIBIT "I"
Contract AMENDMENT #1
Early Work General Conditions
City of Vancouver – Public Works Operations Center

GENERAL CONDITIONS

The stipulated dollar values are not inclusive of GC/CM Contingency, Fee, or WSST.

Anticipated Project Completion																
Months																
Weeks																
Days																
	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work			
	2025				2026											
Office Supervision	September	October	November	December	January	February	March	April	May	June	July	August	September	**Sub-Totals (Mo's)**	**Monthly Rate**	**Total Cost**
Project Executive - Albert Martin	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**3,542.00**	**42,504**
Project Manager - Derek Bourque	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**11**	**16,285.00**	**179,135**
Project Engineer - Shams Khalid	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**13**	**6,489.00**	**84,357**
Sr. Superintendent - Wade Huber	0.50	0.50	0.50	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	**10**	**19,257.00**	**182,942**
Asst. Superintendent Interior - David Black	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**8,971.00**	**107,652**
Safety EHS Manager - Melissa Winch		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**6,966.00**	**83,592**
QAQC Manager - NA			0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	1.00	1.00	**4.97**	**3,845.00**	**19,110**
Scheduler - TBD		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**1,389.00**	**16,668**
Project Accountant - TBD		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**5,520.00**	**66,240**
Material			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**11**	**4,850**	**53,350**
																$ 835,549

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group I Bid Tab & Bids– BP 23A, 32A, 32B
City of Vancouver – Public Works Operations Center

Group I Bid Tab and Bids

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group I Bid Tab & Bids– BP 23A, 32A, 32B
City of Vancouver – Public Works Operations Center

BP# 23A – Geo Exchange

Bid Tabulation | City of Vancouver - Public Works Operations Campus MACC 01 | 7/18/2025

Bid Package: BP 23 Ground Source Geo Exchange
Bid Date:July 18, 2025
Bid Submittal Time: 11:00 AM
Bid Opening Time: 11:00 AM
Bid Opening Location: City of Vancouver City Hall - Aspen Conference Room

Bidder's Name:	GEONOMIC DEVELOPMENT	MAC-DONALD MILLER		
Bid Submitted on Time:	YES	YES		
Bid Form Section Signed and Complete:	YES	YES		
Bid Bond Attached:	NO	YES		
Surity Letter for PP Bond Attached:	NO	YES		
Acknowledged Addenda:	1 through 3	1 through 3	1 through	1 through

BASE BID - Geo-Exchange					
A.1 - Geo-Exchange		$ 3,834,300	$ 3,988,080		
C. Total Lump Sum Bid (Part A Total)		$ 3,834,300	$ 3,988,080		

Bids Opened By Albert Martin
Bid Opening Witnessed By Derek Bourgue
CoV ~~UBC~~ Representative Anna Vogel

Skanska USA Building Inc.

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group I Bid Tab & Bids– BP 23A, 32A, 32B
City of Vancouver – Public Works Operations Center

BP# 32A – Tree Planting and Irrigation

Bid Tabulation | City of Vancouver - Public Works Operations Campus MACC 01 | 7/18/2025

Bid Package: BP 32A Early Tree Planting
Bid Date:July 18, 2025
Bid Submittal Time: 11:00 AM
Bid Opening Time: 11:00 AM
Bid Opening Location: City of Vancouver City Hall - Aspen Conference Room

Bidder's Name:	TRUESCAPES	PACIFIC CANDSCAPE SERV		
Bid Submitted on Time:	YES	YES		
Bid Form Section Signed and Complete:	YES	YES		
Bid Bond Attached:	NA	NA		
Surity Letter for PP Bond Attached:	NA	NA		
Acknowledged Addenda:	1 through 3	1 through 3	1 through	1 through

BASE BID - Early Tree Planting					
A.1 - Tree Planting		$189,400	$150,340		
A.2 - Design Build Irrigation Irrigation		$ 48,600	$ 72,660		
C. Total Lump Sum Bid (Part A Total)		$ 238,000 –	$ 223,000		

Bids Opened By Albert Martin
Bid Opening Witnessed By Derek Bouyer
CoV ~~HPS~~ Representative Anna Vogel

Skanska USA Building Inc.

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group I Bid Tab & Bids– BP 23A, 32A, 32B
City of Vancouver – Public Works Operations Center

BP# 32B – Fencing

Bid Tabulation | City of Vancouver - Public Works Operations Campus MACC 01 | 7/18/2025

Bid Package: BP 32B Fencing
Bid Date:July 18, 2025
Bid Submittal Time: 11:00 AM
Bid Opening Time: 11:00 AM
Bid Opening Location: City of Vancouver City Hall - Aspen Conference Room

Bidder's Name:	HERO FENCE	TOWN & COUNTRY FENCE		
Bid Submitted on Time:	YES	YES		
Bid Form Section Signed and Complete:	YES	YES		
Bid Bond Attached:	NA	NA		
Surity Letter for PP Bond Attached:	NA	NA		
Acknowledged Addenda:	1 through 3	1 through 3	1 through	1 through

BASE BID - Fencing					
A.1 - Chain Link Fencing		$ 118,936.25/100	$ 141,600 —		
A.2 - Privacy Slats in Exisiting Chain Link Fence		$ 50,720 00	$ 90,789 —		
C. Total Lump Sum Bid (Part A Total)		$ 169,656.25/100	$ 232,389 —		

Bids Opened By Albert Martin

Bid Opening Witnessed By Derek Bourque

~~HDS~~ Representative Anna Vogel

Cov ~~SP~~

Skanska USA Building Inc.

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, July 18th, 2025)

TO: Skanska USA Building, Inc.

AT : Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660
Aspen Conference Room

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 3 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #32A Tree Planting and Design Build Irrigation:

Description of Bid Item:	Unit of Measure		Bid Amount
Planting	LS		$ 150,340
Irrigation	LS		$ 72,660
		Total Bid:	**$** 223,000

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

Two hundred twenty-three thousand Dollars
Print Dollar Amount

$ 223,000
Numerical Dollar Amount

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

INTENT AND AFFIDAVIT OF WAGES PAID
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

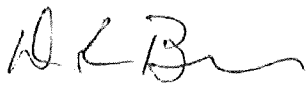
PREVAILING WAGE:
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION:
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Pacific Landscape Services Inc
Legal Name of Bidder


By (Authorized Signature)

Derek Burres
Printed Name

Business developer
Title

2200 Roosevelt Ave
Street Address

Vancouver, WA, 98682
City State

(360) 946-4284
Telephone Fax No.

derek@pacificlandscapeservices.com
Email

WA#PACIFLS950C2
State of Washington Contractor's License No.

The firm represented by the above signature is:
Sole Proprietorship _____
Partnership _____
Corporation
State of Incorporation X
Other _____

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, July 18th, 2025)

TO: Skanska USA Building, Inc.

AT : Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660
Aspen Conference Room

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 3 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #32A Tree Planting and Design Build Irrigation:

Description of Bid Item:	Unit of Measure		Bid Amount
Planting	LS		$ 189,400.00
Irrigation	LS		$ 48,600.00
		Total Bid:	$ 238,000.00

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

Two Hundred Thirty-Eight Thousand and no/100 Dollars
Print Dollar Amount

$ 238,000.00
Numerical Dollar Amount

 Initials of Bidder's Representative AL

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scope

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

INTENT AND AFFIDAVIT OF WAGES PAID
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION:
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

TruScapes Landscape + Construction, LLC
Legal Name of Bidder

Angel Landeros
By (Authorized Signature)

Angel Landeros
Printed Name

Owner
Title

PO Box 11626, 205 W Washington Ave
Street Address

Yakima WA
City State

(509) 406-6058
Telephone Fax No.

conner@truscapeswa.com
Email

TRUSCLC761KL
State of Washington Contractor's License No.

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation
State of Incorporation WA
Other ____

 Initials of Bidder's Representative AL

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, July 18th, 2025)

TO: Skanska USA Building, Inc.

AT : Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660
Aspen Conference Room

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 3 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #32B Fencing:

Description of Bid Item:	Unit of Measure		Bid Amount
Chain Link Fencing	118,936.25 LS	X	$ 118,936.25
Provide Privacy Slats in Existing Chain Link Fence	50,720 LS	X	$ 50,720
		Total Bid:	$ 169,656.25

Voluntary Bid Alternate: Not to be included in the Total Bid value below

Description of Alternate	Unit of Measure	Alternate Amount
Remove existing chain link fabric and replace fabric with preloaded privacy slats	50,720 LS	$ 50,720

Note NA above in the Alternate Amount if you are not electing to bid the Alternate.

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

169,656.25 Dollars

Initials of Bidder's Representative

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

$ 169,656.25

INTENT AND AFFIDAVIT OF WAGES PAID
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION:
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Hero Fencing LLC
Legal Name of Bidder

By (Authorized Signature)

Dan Elzinga
Printed Name

Owner
Title

22007 NE 28th St.
Street Address

Camas WA
City State

(360)504-4376 N/A
Telephone Fax No.

info@hero-fence.com
Email

HEROFFL752BG
State of Washington Contractor's License No.

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation ____
State of Incorporation ____
Other LLC

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, July 18th, 2025)

TO: Skanska USA Building, Inc.

AT : Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660
Aspen Conference Room

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 3 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #32B Fencing:

Description of Bid Item:	Unit of Measure		Bid Amount
Chain Link Fencing	LS		$ 141,600.00
Provide Privacy Slats in Existing Chain Link Fence	LS		$ 90,789.00
		Total Bid:	$ 232,389.00

Voluntary Bid Alternate: Not to be included in the Total Bid value below

Description of Alternate	Unit of Measure	Alternate Amount
Remove existing chain link fabric and replace fabric with preloaded privacy slats	LS	$ 91,396.00

Note NA above in the Alternate Amount if you are not electing to bid the Alternate.

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

Two hundred thirty-two thousand three hundred eighty-nine Dollars
Print Dollar Amount

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

$ 232,389.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION:
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Town & Country Fence Co. of Oregon
Legal Name of Bidder

By (Authorized Signature)

Keith Kittrick
Printed Name

General Manager / Operations
Title

P.O. Box 443
Street Address

Clackamas OR
City State

503-655-2055
Telephone Fax No.

keith@tcfence.us
Email

TOWNCFC178KF
State of Washington Contractor's License No.

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation ✓
State of Incorporation DE
Other ____

TOWN & COUNTRY FENCE CO. OF OREGON
8810 S.E. HERBERT COURT • P.O. BOX 443
CLACKAMAS, OREGON 97015-0443
PHONE: (503) 655-2055 • FAX: (503) 655-0353

DATE: 7/18/25

TO: SKANSKA

RE: City of Vancouver Public Works Operations Center
8713 NE 94th Ave, Vancouver, WA 98662

Scope:

2459 Linear Feet 6'-tall Chain-link Fence with 3 Strands Barbed Wire:
Layout Per Addendum 2, Sheet LS2.0
Per Spec Section 323113

Price: $141,600.00

2535 Linear Feet – Insert Slats into Existing Chain-link fence:
Layout Per Addendum 2, Sheet LS2.0
Per Spec Section 323113

Price: $90,789.00

Voluntary Bid Alternate:
Remove Accessible Chain-link Fabric on South and East Fence Lines
Replace with Commercial, Pre-Slatted 3 ½" x 5" Slat Link

Price: $91,396.00

Excludes Private Locates, concrete scanning, Fence grounding and bonding, all engineering, special inspections, surveying, staking, and grading, and clearing.

Keith Kittrick | CDT
General Manager / Operations

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group II Bid Tab & Bids– BP 31A & 31B
City of Vancouver – Public Works Operations Center

Group 2 Bid Tab and Bids

4125009: VPOC MACC #2

Prepared by Skanska - 1010 NW Flanders Street, Suite 500, Portland, OR 97209, United States of America

Bid Package Lead: Derek Bourque (derek.bourque@skanska.com)

Project Location: 8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

31 A: Early Sitework Generated August 22, 2025	Colf Construction LLC Submitted by Derek Bourque	Coffman Excavation Inc. Submitted by Matthew Byko	Goodfellow Bros. LLC Submitted by Mike Wright	Granite Construction Company Submitted by J.R. Rutan	Open Door Construction LLC Submitted by Tony Tosh
Base Bid	**$1,682,000** Original Proposal, August 22, 2025	**$1,827,476** Original Proposal, August 22, 2025	**$1,898,840** Original Proposal, August 22, 2025	**$2,405,487** Original Proposal, August 22, 2025	**$78,000** Revision #1, August 20, 2025
LINE ITEMS	Unit / Qty / Unit Cost / **Total Cost**	Unit / Qty / Unit Cost / **Total Cost**	Unit / Qty / Unit Cost / **Total Cost**	Unit / Qty / Unit Cost / **Total Cost**	Unit / Qty / Unit Cost / **Total Cost**
	$1,682,000	**$1,827,476**	**$1,898,840**	**$2,405,487**	**$78,000**
Early Sitework (Remaining scope not listed below)	$550,000	$912,200	$1,090,435	$1,571,827	$12,000
Retaining Wall #1	$700,000	$620,041	$444,360	$554,674	$26,000
Erosion and Sedimentation Controls	$80,000	$60,459	$78,300	$207,890	$20,000
PCB Removal and Disposal	$330,000	$213,256	$267,045	$42,775	$12,200
Emergency Response Material/Equipment Allowance Input $3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Emergency Response Labor Allowance 120 labor hours	hours / 120.00 / $150.00 / $18,000	hours / 120.00 / $146.00 / $17,520	hours / 120.00 / $110.00 / $13,200	hours / 120.00 / $211.00 / $25,320	hours / 120.00 / $40.00 / $4,800
Trench Safety RCW 39.04.180	$1,000	$1,000	$2,500	$1	$0
ALTERNATES					
Deductive alternate to omit handling and disposal of shotcrete spoils	$15,000	-$5,318	-$4,015	$5,930	$0
INCLUSIONS	**$0**	**$0**	**$0**	**$0**	**$0**
Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	YES	YES	YES	YES	YES
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	YES	YES	YES	YES	YES
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	YES	YES	YES	YES	YES
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	YES	YES	YES	YES	YES
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	YES	YES	YES	YES	YES
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	YES	YES	YES	YES	YES
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	YES	YES	YES	YES	YES
Base Bid Total	**$1,682,000**	**$1,827,476**	**$1,898,840**	**$2,405,487**	**$78,000**
SCOPE-SPECIFIC INFORMATION					
Receipt of Addenda numbered # through ##	1 through 5	1-5	1-5	#1 though #5	yes 1-5
State of Washington Contractor's License No.	COLFCCL894BQ	COFFMEI871P2	GOODFBL825PH	GRANICC916DL	no
Legal Name of Bidder	Colf Construction LLC	Coffman Excavation Inc.	Goodfellow Bros. LLC	Granite Construction Company	Tony Tosh Open Door Construction LLC
Summary				Derek,Enclosed you will find a hard copy of our bid form, surety letter, bid bond, & our optional EMR	

DS

MN

City of Vancouver Procurement

Initial

DB

Skanska USA Building Inc.

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $1,682,000

Submitted Aug 22, 2025 at 11:22 AM PDT
Colf Construction LLC
Vancouver, WA, United States of America

Submitted on behalf of Colf Construction LLC by Derek Bourque

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$550,000
Retaining Wall #1			$700,000
Erosion and Sedimentation Controls			$80,000
PCB Removal and Disposal			$330,000
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	× $150 /hour	$18,000
Trench Safety RCW 39.04.180			$1,000
Base Bid			**$1,682,000**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	$15,000

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1 through 5
State of Washington Contractor's License No.	COLFCCL894BQ
Legal Name of Bidder	Colf Construction LLC

VPOC MACC #2
8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Additional Information

Notes

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, August 22nd, 2025)

TO: Skanska USA Building, Inc.

Attn: Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660

Or Mailed:
Attn: Skanska
City of Vancouver
Procurement Department
PO Box 1995, Vancouver, WA 98668-199

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 5 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #31A Early Sitework:

Description of Bid Item:	Unit of Measure		Bid Amount
Early Sitework (Remaining Scope not Mentioned Below)	LS		$ 550,000.00
Retaining Wall #1	LS		$ 700,000.00
Erosion & Sediment Control	LS		$ 80,000.00
PCB Removal & Disposal	LS		$ 330,000.00
Emergency Response Material/Equipment Allowance			$3,000.00
Trench Safety RCW 39.04.180			$ 1,000.00
Emergency Response Labor Allowance	HRS: 120	Hourly Rate: $ 150.00	$ 18,000.00
		Total Bid:	$ 1,682,000.00

Deductive Alternate #1: Not to be included in the Total Bid Value

Omit handling and disposal of shotcrete spoils	LS	$ 15,000.00

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

One Millian Six Hundred Eighty Two thousand dollars Dollars
Print Dollar Amount

$ 1,682,000.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID

In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:

This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.

BIDDER RESPONSIBILITY CRITERIA:

By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.

TIME OF COMPLETION:

Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:

Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Colf Construction LLC
Legal Name of Bidder

The firm represented by the above signature is:
Sole Proprietorship [redacted]
Partnership
Corporation
State of Incorporation
Other

By (Authorized Signature)

Garrett Colf
Printed Name

Estimator
Title

Po Box 1434
Street Address

Vancouver Wa

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

City State

360-949-6719 360-694-3875
Telephone Fax No.

garrett@colf.com
Email

COLFCCL894BQ
State of Washington Contractor's License No.

Bond No. T-346

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Colf Construction, LLC
2112 NE Minnehaha Street
Vancouver, WA 98665

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
c/o CB&MS of WA., INC.
P.O. Box 681, Bothell, WA 98041

OWNER:
(Name, legal status and address)
Skanska USA Building, Inc.
400 Fairview Ave N, Suite 1000
Seattle, WA 98109

BOND AMOUNT: $ 5% Five Percent of amount bid

PROJECT:
(Name, location or address, and Project number, if any)
City of Vancouver Public Works Operations Center:
Early Sitework Project No. 2022-016
8713 NE 94th Ave
Vancouver, WA 98660

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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Init.

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August, 2025

(Witness)

Colf Construction, LLC
(Contractor as Principal) (Seal)
By:
(Title)

R. A. Fix
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
By:
(Title) Attorney in Fact, Nicholas B. Fix

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Init.

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **N B Fix** of **BOTHELL**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **August**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

David Holland
Associate Account Executive
Travelers Bond & Specialty Insurance
11400 SE 8th Street
Suite 380
Bellevue, WA 98004
Phone: 425.623.5763
FAX: 206.326.4291
E-mail: Dhollan5@travelers.com

August 22, 2025

Re: City of Vancouver Public Works Operations Center: Early Site Work

To Whom it may concern

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")[1] to provide surety bonds for Colf Construction LLC for over 15 years. During that time they have built and we have bonded projects in the $1MM - $10MM range for a wide variety of owners.

It is our opinion that Colf Construction LLC is qualified to perform the above captioned project, which we understand has an estimated value of approximately $1.25MM. At their request we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Colf Construction LLC and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

David Holland

[1] Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV ($2 billion or more)).

COLF CONSTRUCTION

PO Box 1434
Vancouver, WA 98668
Phone: 360-694-5364
Fax: 360-694-3875

To whom it may concern,

Owner acknowledges and agrees that it is the sole "generator", as defined by 40 CFR § 260.10 and WAC 173-303-040 and as referenced in Ch. 70A.300, RCW, of the PCB contamination currently existing on the Project. Owner agrees that Contractor shall not be required to perform any acts, including submitting any certifications, manifests, or other documentation required of the "generator." Owner also acknowledges and agrees that Contractor is the "transporter," as defined by 40 CFR § 260.10 and WAC 173-303-040, of the PCB contamination currently existing on the Project. All certifications, manifests, and/or similar documentation will be signed by the Owner as "generator" and the Contractor as "transporter." Owner agrees to defend, indemnify, and hold harmless Contractor, its principals, employees, subcontractors, agents, sureties, and assigns from any and all claims, causes of action, liability, and/or damages related to "generator" liability under 40 CFR § 260, WAC 173-303, Ch. 70A.300, RCW, or any similar statute or regulation. Owner agrees that Contractor's scope of work is limited to excavation, handling, and transport of contaminated media and that Owner is solely responsible for hazardous media classification and/or generator certification.

Thank you,

G H Cole

Garrett Colf
Colf Construction LLC
Estimator
8/22/2025

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $1,827,476

Submitted Aug 22, 2025 at 7:24 AM PDT

Coffman Excavation Inc.
13014 Clackamas River Dr, Oregon City, OR 97045, USA

Matthew Byko | Estimator | +1 971-202-3049 | mbyko@coffmanteam.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$912,200
Retaining Wall #1			$620,041
Erosion and Sedimentation Controls			$60,459
PCB Removal and Disposal			$213,256
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	× $146 /hour	$17,520
Trench Safety RCW 39.04.180			$1,000
Base Bid			**$1,827,476**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	-$5,318

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	COFFMEI871P2
Legal Name of Bidder	Coffman Excavation Inc.

VPOC MACC #2
8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Attachments

Add5 Bid Form - Bid Bond - S... (2.8 MB)

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, August 22nd, 2025)

TO: Skanska USA Building, Inc.

Attn: Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660

Or Mailed:
Attn: Skanska
City of Vancouver
Procurement Department
PO Box 1995, Vancouver, WA 98668-199

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 5 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #31A Early Sitework:

Description of Bid Item:	Unit of Measure		Bid Amount
Early Sitework (Remaining Scope not Mentioned Below)	LS		$ 912,200.00
Retaining Wall #1	LS		$ 620,041.00
Erosion & Sediment Control	LS		$ 60,459.00
PCB Removal & Disposal	LS		$ 213,256.00
Emergency Response Material/Equipment Allowance			$3,000.00
Trench Safety RCW 39.04.180			$ 1,000.00
Emergency Response Labor Allowance	HRS	Hourly Rate	$ 17,520.00
	120	$ 146.00	
		Total Bid:	$1,827,476.00

Deductive Alternate #1: Not to be included in the Total Bid Value

Omit handling and disposal of shotcrete spoils	LS	$ (5,318.00)

Initials of Bidder's Representative _____

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

One million eight hundred twenty seven thousand and four hundred and seventy six Dollars
Print Dollar Amount

$ 1,827,476.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID

In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:

This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.

BIDDER RESPONSIBILITY CRITERIA:

By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.

TIME OF COMPLETION:

Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:

Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Coffman Excavation Inc.
Legal Name of Bidder

By (Authorized Signature)

Jake Ausmus
Printed Name

President
Title

13014 Clackamas River Drive
Street Address

Oregon City OR

The firm represented by the above signature is:

Sole Proprietorship	
Partnership	
Corporation	X
State of Incorporation	OR
Other	

Initials of Bidder's Representative JC

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

City State

503-656-7000 503-656-0686
Telephone Fax No.

jausmus@coffmanteam.com
Email

COFFMEI871P2
State of Washington Contractor's License No.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Coffman Excavation Inc
13014 Clackamas River Dr.
Oregon City, OR 97045

SURETY:
(Name, legal status and principal place of business)
Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001
Mailing Address for Notices
One Hartford Plaza
Hartford , CT 06155

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Skanska USA Building Inc.

Vancouver, WA 98660

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Vancouver Public Works Operations Center, Bid Package #31A - Early Sitework, Vancouver, WA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July, 2025.

Beverly Caldwell
(Witness)

Coffman Excavation Inc
(Principal) *(Seal)*

By: [signature] President
(Title)

Kristine Santamaria
(Witness) Kristine Santamaria

Hartford Fire Insurance Company
(Surety) *(Seal)*

By: Roxana Palacios
(Title) Roxana Palacios Attorney-in-Fact

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

S-0054/AS 8/10

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call **888-266-3488** *or fax* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Roxana Palacios *of* **Seattle, WA**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of Coffman Excavation Inc naming Skanska USA Building Inc. as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelie L. LaPierre, to me known, who being by me duly sworn, did depose and say that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 23, 2025

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

July 23, 2025

JUL 24 2025

Skanska USA Building, Inc.
Vancouver, WA

To whom it may concern:

Re: Coffman Excavation Inc.
Vancouver Public Works Operations Center – Early Sitework – Bid Package 31A

This letter is in response to your request for information regarding Coffman Excavation Inc.'s ability to provide a 100% performance and payment bond on your project.

It has been our privilege to provide bonds for Coffman Excavation since 1987. Hartford Fire Insurance Company is pleased to be associated with Coffman Excavation and to provide the surety credit they require. Their current bond line of credit is $35,000,000 per single job based upon a $150,000,000 aggregate work program. This line of credit is in place to handle normal activity. Larger bond requests are reviewed on a case-by-case basis. In order to provide a commitment to write a bond, they will need to review usual underwriting information that would include the following:

1) A copy of the main contract agreement and subcontract agreement.
2) Confirmation of financing.
3) Evidence that the general contractor is bonded to the owner.

In our opinion, Coffman Excavation Inc. is a premier company. They are highly professional in all respects and enjoy an excellent relationship with owners, general contractors, subcontractors, and suppliers.

Hartford Fire Insurance Company is listed in the Federal Registry. They are rated A(Excellent) by AM Best with a Financial Size Category of XV. Should you need any additional information, please give me a call at 800-767-0650.

Sincerely,

USI INSURANCE SERVICES and
HARTFORD FIRE INSURANCE COMPANY

Roxana Palacios

Roxana Palacios
Assistant Vice President and Attorney-in-Fact
roxana.palacios@usi.com

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES NORTHWEST
Agency Code: 52-810246

☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Scott C. Alderman, Jamie Armfield, Amber Engel, Tatiana Gefter, Tara Koloski, Laura Kovarik, Debbie Lindstrom, Marina Matyunin, Allison McClintock, Kathleen Mitchell, Kathy Nye, Roxana Palacios, Kristine Santamaria, Lori Stark, Holly E. Ulfers of SEATTLE, Washington

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 23, 2025.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $1,898,840

Submitted Aug 22, 2025 at 9:42 AM PDT

Goodfellow Bros. LLC
7515 Northeast Ambassador Place, Portland, OR 97220, USA
Mike Wright | Estimator | +1 971-330-9641 | mikewr@goodfellowbros.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$1,090,435
Retaining Wall #1			$444,360
Erosion and Sedimentation Controls			$78,300
PCB Removal and Disposal			$267,045
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	× $110 /hour	$13,200
Trench Safety RCW 39.04.180			$2,500
Base Bid			**$1,898,840**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	-$4,015

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	GOODFBL825PH
Legal Name of Bidder	Goodfellow Bros. LLC

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Attachments

VPOC BP31A - Early Sitework... (374 KB)

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, August 22nd, 2025)

TO: Skanska USA Building, Inc.

Attn: Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660

Or Mailed:
Attn: Skanska
City of Vancouver
Procurement Department
PO Box 1995, Vancouver, WA 98668-199

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 01 through 05 is hereby acknowledged.

BASE BID:
Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #31A Early Sitework:

Description of Bid Item:	Unit of Measure		Bid Amount
Early Sitework (Remaining Scope not Mentioned Below)	LS		$1,090,435.00
Retaining Wall #1	LS		$ 444,360.00
Erosion & Sediment Control	LS		$ 78,300.00
PCB Removal & Disposal	LS		$ 267,045.00
Emergency Response Material/Equipment Allowance			$3,000.00
Trench Safety RCW 39.04.180			$ 2500.00
Emergency Response Labor Allowance	HRS: 120	Hourly Rate: $ 110.00	$ 13,200.00
		Total Bid:	**$ 1,898,840.00**

Deductive Alternate #1: Not to be included in the Total Bid Value

Omit handling and disposal of shotcrete spoils	LS	$ -4,015.00

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

One million, eight hundred and ninety eight thousand, eight hundred and forty Dollars
Print Dollar Amount

$ 1,898,840.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID

In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:

This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.

BIDDER RESPONSIBILITY CRITERIA:

By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.

TIME OF COMPLETION:

Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:

Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Goodfellow Bros. LLC
Legal Name of Bidder

By (Authorized Signature)

Joseph R. Correy
Printed Name

Division President Oregon
Title

7515 NE Ambassador Pl., Ste. E
Street Address

Portland, Or

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation ____
State of Incorporation ____
Other LLC

GOODFELLOW BROS. LLC ESTABLISHED 1921 WENATCHEE, WASHINGTON

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

City State

503-246-4114, 503-256-4884

Telephone Fax No.

mikewr@goodfellowbros.com

Email

GOODFBL825PH

State of Washington Contractor's License No.

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:
(Name, legal status and address)

Goodfellow Bros. LLC
PO Box 598
Wenatchee, WA 98807

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
1 Tower Sq, Hartford, CT 06183-0001

OWNER:
(Name, legal status and address)

City of Vancouver
415 W 6th St, Vancouver, WA 98660

BOND AMOUNT: Five Percent (5%) of total amount of bid

PROJECT:
(Name, location or address, and Project number, if any)

CITY OF VANCOUVER PUBLIC WORKS OPS CENTER
BP#31A – EARLY EARTHWORK & SITE WALL 1
4711 E 4th Plain Blvd
Vancouver, WA 98660

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010

Signed and sealed this 11th day of August 2025.

GOODFELLOW BROS. LLC ESTABLISHED 1921 TENINO, WASHINGTON

Goodfellow Bros. LLC
(Principal)

Division President Oregon
(Title)

(Witness) Joseph R. Correy

Travelers Casualty and Surety Company of America

(Surety) *(Seal)*

Rossio Polio, Attorney-in-Fact
(Title)

(Witness) Christopher M Howell

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rossio Polio** of **SAN FRANCISCO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **August**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

Travis Belling
Managing Director, Construction Services
Travelers Bond & Specialty Insurance
1501 Fourth Avenue
Suite 1000
Seattle, WA 98101
Phone: 206-326-4284
FAX: 206-326-4291
E-mail
Tbelling@Travelers.com

June 02, 2025

Re: Goodfellow Bros. LLC

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")[1] to provide surety bonds for Goodfellow Bros. LLC ("Goodfellow") for over 100 years. Through the years, they have, in our opinion, remained properly financed and very capably managed.

Goodfellow has a normal total bonding capacity with Travelers well in excess of $1,500,000,000, as measured by the value of uncompleted work. Specific project needs might take the bond program higher. On a routine basis, we consider specific bid requests that approach $300,000,000. Available bonding capacity is approximately $600,000,000. The bonding capacity of Goodfellow remains in full force and effect. It is our opinion that Goodfellow is qualified to perform the above captioned project. At their request we will give favorable consideration to provide any required performance & payment bonds.

Please understand that the decision to issue performance and payment bonds is a matter between Goodfellow and Travelers and we assume no liability to third parties or to you if for any reason we do not execute said bonds. Requests for performance and payment bonds are subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing.

Travelers may be found on the U.S. Treasury list of certified sureties, on federal bonds and is licensed to write surety bonds in the State of Oregon and Idaho.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Travis Belling

[1] Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV ($2 billion or more)).

RISK SOLUTION
PARTNERS

A WOODRUFF SAWYER COMPANY

COMPANY WIDE EMR LETTER

March 18, 2025

Re: Experience Modification Rate Certification Letter

To Whom It May Concern:

This certifies Goodfellow Bros. LLC Workers Compensation Experience Modification Rate for each of the past four annual effective dates listed below:

6/1/25 - .61
6/1/24 - .47
6/1/23 - .78
6/1/22 - .75

If you have any follow up questions as it relates to Goodfellow Bros. Experience Modification, please feel free to reach out to me directly at 415.402.6634.

Sincerely,

Michael Landucci, CRIS
Senior Vice President – Partner
Woodruff Sawyer – Construction and Real Estate Practice

Insurance Services
Risk Management
Surety Bonds

T 808.954.7475

800 Bethel Street, Suite 201
Honolulu, HI 96813

HI License 342912
AN ASSUREX GLOBAL & IBN PARTNER

risksolutionpartners.com

State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140

THIS IS NOT A BILL

12-07-24

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor[4]:
January 1, 2025	0.9623

Experience Period:
July 1, 2020 - June 30, 2023

WA Unified Business Identifier (UBI):
604 303 536

L&I Account ID:	PAC Number:
028,618-05	42421024

Account Manager:
RAJ LUKE
(360) 902-5535

WASHINGTON ONLY EMR LETTER

Policyholder

GOODFELLOW BROS LLC
ATTN: LESLIE ROBINSON
PO BOX 598
WENATCHEE WA 98807

What went into calculating your 2025 workers' comp rates?

1. Change in L&I average 'base' rate: 3.8% average rate increase for 2025; rates specific to your industry can be found on our website at lni.wa.gov

2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.

3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.

Find 12 tools to enhance safety and control costs at www.Lni.wa.gov/ControlMyRates.

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports
Need help understanding this notice? Call your account manager at the phone number shown above.

Have a payroll service?
Send them a copy of this notice.

Your Rate Information

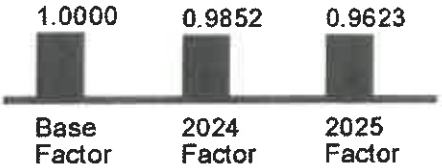
Class Code	Class Code Description	Accident Fund (AF)[1]	Medical Aid Fund (MA)[2]	Stay at Work Program[3]	Supp. Pension Fund (SP)[3]	Hourly* Employer Contribution	+ Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
0101-02	Excavation NOC	1.3751	0.5262	0.0206	0.1758	$1.67420	$0.35100	$2.0252
0103-09	Drilling NOC	1.6528	0.8809	0.0243	0.1758	$2.11395	$0.52345	$2.6374
0107-01	Pipelaying NOC	1.2697	0.4778	0.0190	0.1758	$1.54875	$0.32695	$1.8757
0108-01	Sewer Const/Septic Tank Inst	1.3666	0.4517	0.0206	0.1758	$1.63025	$0.31515	$1.9454
0112-00	Comm Prod Sand/GRVL/Clay/Ston	1.0490	0.4688	0.0156	0.1758	$1.33045	$0.32095	$1.6514
0201-01	Bridge/OVHD Crossing Const/Rpr	3.4894	0.9311	0.0528	0.1758	$3.91920	$0.56130	$4.4805
0201-04	Brkwtr Jetty/Levee Const/Rpr	3.4894	0.9311	0.0528	0.1758	$3.91920	$0.56130	$4.4805
0217-00	Concrete Flatwork NOC	1.4133	0.5733	0.0211	0.1758	$1.73390	$0.37390	$2.1078
4900-00	Superint/Proj. Mgr - Const	0.2182	0.0869	0.0033	0.1758	$0.34130	$0.13130	$0.4726
4904-00	Clerical Office NOC & Draftsmn	0.0188	0.0102	0.0003	0.1758	$0.11105	$0.09295	$0.2040
5004-18	Misc Forest Svcs, NOC-Manual	1.4083	0.8348	0.0206	0.1758	$1.85470	$0.49950	$2.3542
5006-08	Misc Forest Svcs, NOC-Machine	2.0933	0.6337	0.0316	0.1758	$2.42240	$0.40800	$2.8304

This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

Your experience factor history:



What's an experience factor?
See back for an explanation.

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $2,405,487

Submitted Aug 22, 2025 at 9:59 AM PDT

Granite Construction Company
135 Tidyman Road, Dallesport, WA 98617, United States of America
J.R. Rutan | +1 360-768-7414 | jr.rutan@gcinc.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$1,571,827
Retaining Wall #1			$554,674
Erosion and Sedimentation Controls			$207,890
PCB Removal and Disposal			$42,775
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	× $211 /hour	$25,320
Trench Safety RCW 39.04.180			$1
Base Bid			**$2,405,487**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	$5,930

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	#1 though #5
State of Washington Contractor's License No.	GRANICC916DL
Legal Name of Bidder	Granite Construction Company

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Additional Information

Notes

Derek,
Enclosed you will find a hard copy of our bid form, surety letter, bid bond, & our optional EMR letter.

Best Regards,

J.R. Rutan
Senior Estimator I
Direct: 360-604-7632 | Mobile: 360-768-7414
16281 SE McGillivray Blvd, Vancouver, WA, 98683

Attachments

VPOC Add 5 Granite Bid Docs... (5.2 MB)

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, August 22nd, 2025)

TO: Skanska USA Building, Inc.

Attn: Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660

Or Mailed:
Attn: Skanska
City of Vancouver
Procurement Department
PO Box 1995, Vancouver, WA 98668-199

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 5 is hereby acknowledged.

BASE BID:
Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #31A Early Sitework:

Description of Bid Item:	Unit of Measure		Bid Amount
Early Sitework (Remaining Scope not Mentioned Below)	LS		$1,571,827.00
Retaining Wall #1	LS		$554,674.00
Erosion & Sediment Control	LS		$207,890.00
PCB Removal & Disposal	LS		$42,775.00
Emergency Response Material/Equipment Allowance			$3,000.00
Trench Safety RCW 39.04.180			$1.00
Emergency Response Labor Allowance	HRS: 120	Hourly Rate: $211.00	$25,320.00
		Total Bid:	$2,405,487.00

Deductive Alternate #1: Not to be included in the Total Bid Value

Omit handling and disposal of shotcrete spoils	LS	$5,930.00

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

Two Million Four Hundred Thousand Four Hundred Eighty Seven & No Cents Dollars
Print Dollar Amount

$2,405,487.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID

In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:

This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.

BIDDER RESPONSIBILITY CRITERIA:

By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.

TIME OF COMPLETION:

Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:

Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Granite Construction Company
Legal Name of Bidder

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation x
State of Incorporation ____
Other ____

Paul Harding
By (Authorized Signature)

Paul Harding
Printed Name

VP Regional Operations
Title

16821 SE McGillvray Blvd Suite 210B Vancouver, WA 98683
Street Address

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

City Vancouver State WA

360-254-0978 NA

Telephone Fax No.

bid.vancouver@gcinc.com

Email

GRANICC916DL

State of Washington Contractor's License No.

BID BOND
(Private Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS,

That we, Granite Construction Company, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Skanska USA Building Inc., Obligee, in the sum of Five Percent (5%) of Bid Amount U.S. Dollars ($5% of Bid Amount) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to Obligee on a contract for Vancouver Public Works Operations Center Bid Package #31A Early Sitework ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

PROVIDED, HOWEVER, that neither Principal nor Surety shall be bound hereunder unless Obligee prior to the execution of the final contract furnishes evidence satisfactory to Principal and Surety that financing has been obtained to cover the entire cost of the Project.

Signed this 8th day of August, 2025.

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

Granite Construction Company (Principal)

By: Paul Harding

Paul Harding VP Regional Operations

Travelers Casualty and Surety Company of America

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

By: Isabel Barron

Isabel Barron, Attorney-in-Fact

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On August 8, 2025 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NROE1 MARIA GOMEZ COMM. #2414077 Notary Public - California Santa Cruz County My Comm. Expires Sep. 24, 2026 NROE1

Signature Maria Gomez **(Seal)**
Maria Gomez, Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this August 8, 2025 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

1 Tower Square, Hartford, CT 06183

August 8, 2025

Skanska USA Building, Inc
PO Box 1995
Vancouver, WA 98668-199

RE: Vancouver Public Works Operations Center Bid Package #31A Early Sitework

To Whom It May Concern:

The undersigned surety companies are pleased to execute contract bonds for Granite Construction Incorporated and its subsidiaries, including Granite Construction Company. The Principal has been provided with performance, payment, and warranty bonds since 1926. During that time, individual bonds have been underwritten in excess of $1,000,000,000, while an aggregate work program well above that amount has been supported. Additionally, participation in joint venture projects has exceeded $1 billion.

The aggregate bonding capacity is $10,000,000,000; current available bonding capacity as of August 8, 2025 is approximately $6,724,086,712. It is the current intent of the sureties to provide 100% performance and payment bonds, subject to acceptable contract terms and conditions and underwriting conditions at the time the bonds are requested by Granite Construction Company. Our consideration and issuance of bonds is a matter solely between Granite Construction Company and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We have the utmost confidence in the integrity and ability of Granite Construction Company and consider, them to be one of the premier construction companies in the United States. We are pleased to give them our highest recommendation.

Sincerely,

TRAVELERS CASUALTY and SURETY COMPANY of AMERICA, A.M. Best Rating: A++ XV
FEDERAL INSURANCE COMPANY, A.M. Best Rating: A++ XV
THE CONTINENTAL INSURANCE COMPANY, A.M. Best Rating: A XV

Isabel Barron
Attorney in Fact

THE CONTINENTAL INSURANCE COMPANY

FEDERAL INSURANCE COMPANY INDIANA

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On August 8, 2025 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NROE1 MARIA GOMEZ COMM. #2414077 Notary Public - California Santa Cruz County My Comm. Expires Sep. 24, 2026 NROE1

Signature Maria Gomez (Seal)
Maria Gomez, Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this August 8, 2025

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Isabel Barron, John D. Gilliland, Maria Gomez, William Phillips, Jr., Roberto J. Rivera-Rodriguez, Mariela Rubio, Ashley Stinson and Tobi Telesco of Watsonville, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this 15th day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 8, 2025

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D. Gilliland, Ashley Stinson, Tobi Telesco, Isabel Barron, Roberto J. Rivera-Rodriguez, Maria Gomez, Mariela Rubio, William Phillips, Jr., Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this August 8, 2025

.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

March 14, 2024

Granite Construction Company
585 West Beach Street
Watsonville, CA 95076

RE: Washington Department of Labor and Industries
Workers' Compensation Experience Modification

To Whom It May Concern:

The following are the current and past four years Washington Department of Labor and Industries Workers' Compensation Experience Modifications.

The modifications are currently effective January 1st for the period of one year.

January 2024	.6683
January 2023	.5477
January 2022	.5477
January 2021	.4919
January 2020	.5991

Do not hesitate to contact us with any additional questions.

Regards,

Kimberly Leikam
Account Executive
Alliant Insurance Services, Inc. | Construction Services Group
O) 415-403-1491
kleikam@alliant.com| www.alliant.com
CA License# 0C36861

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal revision #1: $78,000

Submitted Aug 20, 2025 at 5:09 AM PDT

Open Door Construction LLC
POB 61361, Suite 209, Durham, NC 27715, United States of America

Tony Tosh | Project Manager | +1 704-834-1077 | opendoorconstructionllc@gmail.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$12,000
Retaining Wall #1			$26,000
Erosion and Sedimentation Controls			$20,000
PCB Removal and Disposal			$12,200
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	$4 /hou	$4,800
Trench Safety RCW 39.04.180			$0
Base Bid			**$78,000**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	$0

Inclusions

Pursuant to and in compliance with the Bid Package and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127-WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	yes 1-5
State of Washington Contractor's License No.	no
Legal Name of Bidder	Tony Tosh Open Door Construction LLC

NON-RESPONSIVE

VPOC MACC #2
8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

4125009: VPOC MACC #2

Prepared by Skanska - 1010 NW Flanders Street, Suite 500, Portland, OR 97209, United States of America

Bid Package Lead: Derek Bourque (derek.bourque@skanska.com)

Project Location: 8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

31 B: Site Retaining Wall #2

Generated August 22, 2025

Base Bid

	DBM Contractors, Inc. Submitted by Chris Wahl **$1,882,457** Original Proposal, August 22, 2025				Pacific Foundation, Inc. Submitted by Sam Siechta **$1,953,759** Revision #1, August 22, 2025				Dewitt Construction Inc. Submitted by Garett Speyer **$2,255,770** Original Proposal, August 22, 2025				Drill Tech Drilling & Shoring, Inc. Submitted by Isaias Molina **$3,898,169** Original Proposal, August 22, 2025			
	Unit	Qty	Unit Cost	Total Cost	Unit	Qty	Unit Cost	Total Cost	Unit	Qty	Unit Cost	Total Cost	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$1,882,457**				**$1,953,759**				**$2,255,770**				**$3,898,169**
Site Retaining wall #2				$1,882,457				$1,953,759				$2,255,770				$3,833,177
Trench Safety RCW 39.04.180				$0				$0				$0				$64,992
ALTERNATES																
Deductive Alternate #1: Omit Shotcrete and Reinforcing				$574,735				$529,909				$644,350				$586,075
INCLUSIONS				**$0**				**$0**				**$0**				**$0**
Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts				YES				YES				YES				YES
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.				YES				YES				YES				YES
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.				YES				YES				YES				YES
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.				YES				YES				YES				YES
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.				YES				YES				YES				NO
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.				YES				YES				YES				YES
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.				YES				YES				YES				YES
Base Bid Total				**$1,882,457**				**$1,953,759**				**$2,255,770**				**$3,898,169**
SCOPE-SPECIFIC INFORMATION																
Receipt of Addenda numbered # through ##				1-5				1-5				1-5				1 through 5
State of Washington Contractor's License No.				DONALI*331RQ				PACIFFI883CP				DEWITCI055QA				DRILLTD000KC
Legal Name of Bidder				Donald B Murphy Contractors, Inc.				Pacific Foundation Inc				DeWitt Construction Inc.				Drill Tech Drilling & Shoring, Inc.
Summary								Thank you for the opportunity, please see attached.								Good morning,Attached, please find Statement of Bond Capacity, Bid Bond, and Experience Modifica

DS MN

City of Vancouver Procurement

Initial DB

Skanska USA Building Inc.

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $1,882,457

Submitted Aug 22, 2025 at 8:23 AM PDT

DBM Contractors, Inc.
1220 S 356th St, Federal Way, WA 98003, USA

Chris Wahl | chris.wahl@dbmcontractors.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Site Retaining wall #2			$1,882,457
Trench Safety RCW 39.04.180			$0
Base Bid			**$1,882,457**

Alternates

Deductive Alternate #1: Omit Shotcrete and Reinforcing	$574,735

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	DONALI*331RQ
Legal Name of Bidder	Donald B Murphy Contractors, Inc.

Attachments

DBM Bid Bond - City of Vanc... (798 KB)

DBM Surety Letter - 2025 (el... (227 KB)

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Donald B. Murphy Contractors, Inc.

as Principal, hereinafter called the Principal,

and the Liberty Mutual Insurance Company,

of Seattle, Washington, a corporation duly organized under

the laws of the State of Massachusetts, as Surety, hereinafter called the Surety, are held and firmly bound unto

Skanska USA Building, Inc. as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Bid Amount

Dollars ($ Five Percent (5%) of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Site Retaining Wall at VPOC CoV, Vancouver Public Works Operations Campus - 31B Site Retaining Wall #2, 25-1467

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of August, 2025.

Witness

Donald B. Murphy Contractors, Inc. (Seal)
Principal
Title

Annelies M. Richie
Witness

Liberty Mutual Insurance Company
By Christopher Kinyon
Attorney-in-Fact

S-0054/GE 12/00

XDP

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214128-023049**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James B. Binder; Charla M. Boadle; Amelia G. Burrill; Brandon K. Bush; Julie A. Craker; Carley Espiritu; Jacob T. Haddock; Brent E. Heilesen; Lindsey Elaine Jorgensen; Aliceon A. Keltner; Christopher Kinyon; Holli Lagerquist; Michael Mansfield; Jamie L. Marques; Kari Michelle Motley; Justin Dean Price; Annelies M. Richie; Tamara A. Ringeisen; Travis J. Robles; Donald Percell Shanklin, Jr., Edward Sims, Katharine J. Snider; Lois F. Weathers; Sarah Whitaker; Eric A. Zimmerman

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of June, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of August, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

February 13, 2025

Re: Donald B. Murphy Contractors, Inc.
Prequalification Letter

To Whom It May Concern:

It has been the privilege of Propel Insurance and Liberty Mutual Insurance Company to provide surety bonds on behalf of Donald B. Murphy Contractors, Inc. for over 49 years, during which time Donald B. Murphy Contractors, Inc. has performed, and we have issued performance and payment bond for contracts valued in the $20-$30 million range. In our opinion, Donald B. Murphy Contractors, Inc. remains properly financed, well equipped, and capably managed.

At the present time, Liberty Mutual Insurance Company provides a $45 Million single project and $75 Million aggregate surety program to Donald B. Murphy Contractors, Inc. As always, Liberty Mutual Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to your or your affiliates if for any reason we do not execute such bonds.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A (Excellent), XV by A.M. Best Company.

Very Truly Yours,
Liberty Mutual Insurance Company

By: Carley Espiritu, Attorney-in-Fact

Find your momentum

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal revision #1: $1,953,758.70

Submitted Aug 22, 2025 at 10:43 AM PDT

Pacific Foundation, Inc.
7206 Northeast 47th Avenue, Vancouver, WA 98661, USA

Sam Slechta | Project Manager/Estimator | +1 360-200-6608 | +1 360-216-5169 | sam@pacific-foundation.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Site Retaining wall #2			$1,953,758.70
Trench Safety RCW 39.04.180			$0
Base Bid			**$1,953,758.70**

Alternates

Deductive Alternate #1: Omit Shotcrete and Reinforcing	$529,909.19

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	PACIFFI883CP
Legal Name of Bidder	Pacific Foundation Inc

Additional Information

Notes Thank you for the opportunity, please see attached.

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Attachments

- 25213 VPOC Shoring Proposa... (519 KB)
- Bid Bond.pdf (454 KB)
- Bondability Letter.pdf (301 KB)
- Bid Form Addendum 1.pdf (315 KB)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Pacific Foundation, Inc.
1400 Columbia Street
Vancouver, WA 98660

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
P.O. BOX 14498
DES MOINES, IA 50306 - 3498

OWNER:
(Name, legal status and address)
Skanska USA Building, Inc.
P.O. Box 1995,
Vancouver WA, 98668-1995

BOND AMOUNT: $ Five Percent of Amount Bid (5% of Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Vancouver Public Works Operations Center
Bid Package 31B - Site Retaining Wall #2
Skanska USA Building Inc.
City of Vancouver WA

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.
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User Notes: (1667516258)

Signed and sealed this 11th day of August, 2025

Nicole Gorbitt
(Witness)

Pacific Foundation, Inc.
(Contractor as Principal) *(Seal)*

By:
(Title)

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*

Gary McCann
(Witness) Gary McCann

(Title) Ian J. Campbell (Attorney-in-Fact)

Init.
/

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User Notes:
(1667516258)

2

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gary McCann; Ian J Campbell

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

WOODRUFF SAWYER

August 11, 2025

Skanska USA Building
P.O. Box 1995
Vancouver WA, 98668-1995

Re: **Pacific Foundation, Inc.**
Bonding Capacity – City of Vancouver Public Works Operations Center
Bid Package 31B – Site Retaining Wall #2

To Whom It May Concern:

We are pleased to write to you concerning our customer, Pacific Foundation, Inc.. Their current bonding limits are $30,000,000, single job with a $75,000,000 aggregate work program. We would anticipate no problem providing the customary performance and payment bonds for their normal scope of work, should Pacific Foundation, Inc. enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A IX" company and is licensed to transact business in all fifty states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although Pacific Foundation, Inc. has our highest recommendation, the execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds. Please contact us with any concerns or if we can be of further service.

Sincerely,

Merchants Bonding Company (Mutual)

Ian J. Campbell
Attorney-in-Fact

WOODRUFF SAWYER
1050 SW 6th Ave., #1000
Portland, Oregon 97204

CA License 0329598 | CO License 78932 | MA License 1908860 | OR License 0100167994 | WA License 43511
AN ASSUREX GLOBAL & IBN PARTNER

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gary McCann; Ian J Campbell

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $2,255,770

Submitted Aug 22, 2025 at 8:27 AM PDT

Dewitt Construction Inc.
10311 Northeast 72nd Avenue, Vancouver, WA 98686, United States of America

Garett Speyer | Superintendent/Estimator | +1 360-713-1046 | +1 360-713-1046 | garett@dewittconst.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Site Retaining wall #2			$2,255,770
Trench Safety RCW 39.04.180			$0
Base Bid			**$2,255,770**

Alternates

Deductive Alternate #1: Omit Shotcrete and Reinforcing	$644,350

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	DEWITCI055QA
Legal Name of Bidder	DeWitt Construction Inc.

Additional Information

Notes

VPOC MACC #2
8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Attachments

Bid Bond & Surety - DeWitt -... (176 KB)

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, DeWitt Construction, Inc.

as Principal, hereinafter called the Principal,

and the Markel Insurance Company,

of Vancouver, Washington, a corporation duly organized under

the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto

Skanska USA as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Bid Amount

Dollars ($ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for BPOC MACC #2; BP# 31B

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of August, 2025.

Witness

DeWitt Construction, Inc. (Seal)

Principal

Title

Risk and Safety Manager

Lois F. Weathers

Witness

DEWITT CONSTRUCTION, INC. CORPORATE SEAL OREGON

Markel Insurance Company

By

Travis J. Robles

Attorney-in-Fact

MARKEL INSURANCE CORPORATE COMPANY SEAL ILLINOIS

S-0054/GE 12/00

XDP

POA# 4710014

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Aliceon A. Keltner, Annelies M. Richie, Carley Espiritu, Christopher Kinyon, Jamie L. Marques, Holli Lagerquist, Tamara A. Ringeisen, Katharine J. Snider, Amelia G. Burrill, Justin Dean Price, Lindsey Elaine Jorgensen, Lois F. Weathers, Sarah Whitaker, Julie A. Craker, Charla M. Boadle, Travis J. Robles

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of June , 2025 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 6th day of June , 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 15th day of August , 2025 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4710014
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $3,898,169

Submitted Aug 22, 2025 at 8:18 AM PDT

Drill Tech Drilling & Shoring, Inc.
2200 Wymore Way, Antioch, CA 94509, USA

Isaias Molina | +1 925-783-1140 | isaias.molina@drilltechdrilling.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Site Retaining wall #2			$3,833,177
Trench Safety RCW 39.04.180			$64,992
Base Bid			**$3,898,169**

Alternates

Deductive Alternate #1: Omit Shotcrete and Reinforcing	$586,075

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	No
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1 through 5
State of Washington Contractor's License No.	DRILLTD000KC
Legal Name of Bidder	Drill Tech Drilling & Shoring, Inc.

Additional Information

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Notes

Good morning,

Attached, please find Statement of Bond Capacity, Bid Bond, and Experience Modification Rating Letter for your review.

Bid valid for 60 days.

Please note that a response of **"NO"** indicates that we will require more than 10 days to submit an executed subcontract, as the subcontract will not be accepted without modifications.

Additionally, please note that the **Deductive Alternate** also omits the headed studs, drainage mat, and weep pipe from our scope of work, as referenced in Note #1, second paragraph of Detail 1 on sheet S301.

Thank you for the opportunity.

Best regards,
Isaias Molina

Attachments

- NCCI Ex Mod Verification - D... (262 KB)
- E#44525 Bid Bond OPS Cente... (1.1 MB)
- DTDS Statement of Bond Cap... (324 KB)

ZURICH

Zurich North America Surety
4 Embarcadero Center, Suite 3740
San Francisco, CA 94111
Phone: 415-538-7100
Fax: 415-538-7366
http://www.zurichna.com

August 14, 2025

Skanska USA Building, Inc.

Re: Drill Tech Drilling & Shoring, Inc.
Statement of Bond Capacity
City of Vancouver Public Works Operations Center
Bid Package 31B Site Retaining Wall #2

To Whom It May Concern:

We are pleased to provide this certified statement of bond capacity for Drill Tech Drilling & Shoring, Inc. Our client has developed a strong organization from both managerial and financial standpoints and we are pleased to convey our highest recommendations.

Drill Tech Drilling & Shoring, Inc. has received surety support from Fidelity and Deposit Company of Maryland/Zurich American Insurance for single projects of $150,000,000, with up to $350,000,000 in total backlog, and we confirm their capability to obtain bonds for projects that fall within those parameters. We have never had to complete any work on any project for which Drill Tech Drilling & Shoring, Inc. was a contractor.

Individual bond approval and issuance will be subject to underwriting review at the time bonds are requested, including the review of any acceptable bond forms, contract terms and conditions, confirmation of project financing, as well as other pertinent underwriting criteria including the availability of reinsurance in the surety market. Any arrangement for final bonds is matter between the contractor and the surety, and we assume no liability to third parties or to you if for any reason we do not execute said bonds.

We continue to be confident in Drill Tech Drilling & Shoring, Inc.'s ability to perform and we highly recommend them for your favorable consideration. If you have any questions, please do not hesitate to call our office.

Best regards,

By: Elizabeth Collodi
Elizabeth Collodi, Attorney-in-Fact

The F&D/Zurich carries an A+ (Superior) XV rating and are authorized to do business in all 50 States, including the territories of Guam and Puerto Rico. Both are US Treasury-Listed.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On August 14, 2025 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARA WALLISER
COMM. # 2449544
NOTARY PUBLIC - CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JUL 5, 2027

Signature _____ **(Seal)**

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Cassandra Medina, John Hopkins, Sara Walliser, Renee Ramsey, Sharon Smith, Jessica Monlux, Elizabeth Collodi, John Weber, Deanna Quintero, Joseph H. Weber, Matthew Foster, all of Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICHAMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of August, 2025.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1971 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Drill Tech Drilling & Shoring, Inc.
2200 Wymore Way
Antioch, CA 94509

SURETY:
(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Skanska USA Building, Inc.

BOND AMOUNT: Five Percent of the Total Amount Bid (5%----------)

PROJECT:
(Name, location or address, and Project number, if any)
City of Vancouver Public Works Operations Center
Bid Package 31B Site Retaining Wall #2
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of August, 2025

Drill Tech Drilling & Shoring, Inc.
(Principal) *(Seal)*

(Witness)

(Title) Shannon Creson, President

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*

(Witness)

(Title) Elizabeth Collodi, Attorney-in-Fact

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

1

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On August 20, 2025 before me, Terrie L. Thors, Notary Public
(insert name and title of the officer)

personally appeared Shannon Creson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TERRIE L. THORS
Notary Public - California
Contra Costa County
Commission # 2428766
My Comm. Expires Dec 2, 2026

Signature Terrie L Thors (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On August 14, 2025 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARA WALLISER
COMM. # 2449544
NOTARY PUBLIC - CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JUL 5, 2027

Signature _____ (Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Cassandra Medina, John Hopkins, Sara Walliser, Renee Ramsey, Sharon Smith, Jessica Monlux, Elizabeth Collodi, John Weber, Deanna Quintero, Joseph H. Weber, Matthew Foster, all of Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICHAMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

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RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of August, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: EEDC4ADA-11D6-4A29-9A49-F85F18C15F3D

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Contractor as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the day of in the year 6/13/2025.
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Vancouver, PO Box 1995, Vancouver WA 98668

and the Contractor:
(Name, legal status, address, and other information)

Skanska USA Building Inc
1010 NW Flanders, Ste 500
Portland OR 97209

for the following Project:
(Name, location, and detailed description)

Vancouver Public Works Operations Campus, 8713 NE 94th Avenue, Vancouver, WA 98662
This new facility will replace multiple facilities that are currently scattered throughout the City, consolidating multiple City departments and services onto one campus. The project site is a currently undeveloped 32-acre property.

The Architect:
(Name, legal status, address, and other information)

TCF Architecture, 902 N 2nd Street, Tacoma WA 98403

The Owner and Contractor agree as follows.

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User Notes: (1751804524)

Docusign Envelope ID: EEDC4ADA-11D6-4A29-9A49-F85F18C15F3D

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EXHIBIT A GMP AMENDMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's preliminary program information is as set forth in the Request for Proposal. The Contractor shall work with the Owner and Architect to further develop and comply with the Owner's program requirements.

§ 1.1.2 N/A

§ 1.1.3 The Owner's preliminary budget for the GMP is as follows:

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates:

.2 Construction Milestone Dates:

§ 1.1.5 The Owner anticipates that, to meet the desired schedule identified above, the Project may utilize all, or any combination of multiple GMPs for early procurement and/or early construction phases, early grading and foundation permits, and phased construction.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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TBD

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

TBD

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Jason Olson, PO Box 1995, Vancouver WA 98668-1995, 360-487-8654, jason.olson@cityofvancouver.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Contractor's submittals to the Owner are as follows:
(List name, address and other contact information.)

Parametrix, Eric Nielssen, 717 Pacific Avenue, Tacoma WA 98402,

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

TFC Architecture, Mark Hurley, 124 N I St, Tacoma WA 98403, mark@tcfarchitecture.com

§ 1.1.12 The Contractor identifies the following representative (the "Contractor's Designated Representative") in accordance with Article 3:
(List name, address, and other contact information.)

Skanska, Brian Urban. 206-940-0320, Brian.urban@skanska.com

§ 1.1.13 The Owner's requirements for the Contractor's Preconstruction Work Plan:
(List any Owner-specific requirements to be included in the staffing plan.)

See Specification Section 00 50 07 (SCOPE OF WORK FOR PRECONSTRUCTION SERVICES).

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

All subcontracts shall be procured in conformance with the requirements of Washington State law, including but not limited to RCW 39.10.380, this Agreement, and the agreed upon Subcontracting Plan. The Owner and Contractor will discuss whether to select certain Subcontractors under the requirements of RCW 39.10.385.

§ 1.1.15 Other Initial Information on which this Agreement is based:

TBD

§ 1.2 The Owner and Contractor may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Contractor shall appropriately adjust the Project schedule, the Contractor's services, and the Contractor's compensation. The Owner shall adjust the Owner's budget for the GMP and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 GENERAL PROVISIONS

§ 2.0 Definitions

§ 2.0.0 These Definitions are often shorthand references to more formal definitions elsewhere in the Contract

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Documents. When a defined term is described elsewhere in the Contract Documents, the more descriptive definition shall control over any general description in this Section 2.0.

§ 2.0.1 The **Agreement** is this revised A133-2019 Agreement between Owner and Contractor. All references to the Agreement or the A133 in the Contract Documents are to this revised document.

§ 2.0.2 An **Allowance** is a stated amount included in the GMP for a stated part of the Work that is not fully defined and/or quantified at the time the GMP is established. When that part of the Work is adequately defined and/or quantified, the GMP will be adjusted to account for the difference between the Allowance and the actual or estimated Cost of the Work for that item in an amount that is mutually agreeable to the Owner and Contractor. Following the adjustment, that part of the Work will no longer be an Allowance item.

§ 2.0.3 An **Application for Payment** is described in Section 9.3 of the revised General Conditions and Section 11.1 of this Agreement. An Application for Payment is generally a document the Contractor submits to the Owner and the Architect itemizing amounts due for and operations completed at the Project site in accordance with the Contract.

§ 2.0.4 The **Architect**, listed above, is the entity with which the Owner has contracted in a separate Owner-Architect agreement; the Architect is described in Section 4.3 of this Agreement and defined in Section 4.1 of the revised General Conditions.

§ 2.0.5 A **Change Order** is defined in Section 7.2 of the revised General Conditions and is generally a written instrument prepared by the Architect and signed by the Owner, the Contractor and the Architect that modifies the Contract and states their agreement upon a Change in the Work, the amount of the adjustment, if any, in the GMP; and the extent of the adjustment, if any, in the Contract Time.

§ 2.0.6 A **Claim** is defined in Section 15.1.1 of the revised General Conditions and generally consists of a demand or assertion by one of the parties seeking, as a matter of right, adjustments or interpretations of Contract terms, payment of money, extension of time or other relief. The term "Claim" includes disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract Documents.

§ 2.0.7 A **Construction Change Directive** is defined in Section 7.3 of the revised General Conditions as a written order prepared by the Architect and signed by the Owner and Architect, with or without the agreement of the Contractor, directing the Contractor to perform a change in the Work, or perform Work the Contractor contends to be a change in the Work, prior to agreement of the basis for adjustment, if any, to the Contract.

§ 2.0.8 The **Contractor** is the entity identified above as the party to this Agreement responsible for performing the Preconstruction Services and, upon successful negotiation and execution of the GMP Amendment, responsible for construction of the Work through its own services as well as through Subcontractors. The Contractor under this Contract shall provide the services of General Contractor/Construction Manager as defined in RCW 39.10.210(8).

§ 2.0.9 The **Contractor's Risk Contingency** is described in Section 3.2.4 of this Agreement.

§ 2.0.10 The **Construction Phase** is defined in Section 3.3 of this Agreement and any Special Conditions, and generally consists of the period of the Contract during which the Contractor performs construction of the Work after the earlier of execution of the GMP Amendment or the Owner's issuance of a Notice to Proceed.

§ 2.0.11 The **Construction Schedule** is the schedule defined in Section 3.10 of the revised General Conditions and prepared, revised and utilized by the Contractor for its performance under the Contract.

§ 2.0.12 The **Contract Documents** are defined in Section 1.1.1 of the revised General Conditions and Section 2.1 of this Agreement.

§ 2.0.13 The **Contract** is defined in Section 1.1.2 of the revised General Conditions and is the entire and integrated agreement between the Owner and the Contractor.

§ 2.0.14 The **Contract Sum** is defined in Section 6.1 of this Agreement and Section 9.1 of the revised General Conditions that the Owner agrees to pay the Contractor for its performance of the Work under the Contract. The Contract Sum consists of the sum of the Cost of the Work (including Negotiated Support Services and Specified

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General Conditions) as well as the Contractor's Fee, and it shall not exceed the GMP. Neither the Preconstruction Services Cost nor Washington State sales tax is included in the Contract Sum.

§ 2.0.15 The **Contract Time** is the time defined in Section 8.1.1 of the revised General Conditions and specified in the GMP Amendment to achieve Substantial Completion of the Work.

§ 2.0.16 The **Cost of the Work** is defined in Article 7 of this Agreement.

§ 2.0.17 Days are defined as working days, unless otherwise specified.

§ 20.18 Drawings are defined in Section 1.1.5 of the revised General Conditions and generally are the graphic and pictorial portions of the Contract Documents showing the design and location of the Work, and generally include plans, elevations, sections, details, dimensions, schedules and diagrams.

§ 2.0.19 The Contractor's **Fee** is the amount specified in the GMP Amendment based on the percentage contained in Section 6.1.2 of this Agreement that the Contractor is to receive under this Contract in addition to the Cost of the Work for its performance of the Work. The Fee compensates the Contractor for all aspects of its performance other than the Cost of the Work, and it includes the Contractor's profit and all overhead expenses not otherwise reimbursable under this Agreement or through the Specified General Conditions, including but not limited to all bonds and insurance required by Article 11 of the revised General Conditions, home office overhead, and all taxes except sales tax on the Contract Sum, and as otherwise described in this Agreement. The Fee is applied to all reimbursable Costs of the Work as defined in Sections 7.1 through 7.7, the Negotiated Support Services, and the Specified General Conditions. The fee is not applied to the Contractor's Contingency and is only earned on and applied to the Contractor's Contingency as such costs are incurred. The Fee is not applied to any other costs except as described above.

§ 2.0.20 Final Acceptance is defined in Section 9.10.2.1 of the revised General Conditions and is the date on which the City Council has formally accepted the Project.

§ 2.0.21 Final Completion is defined in Section 9.10.1 of the revised General Conditions and generally occurs when the Owner finds that the Work has been completed, the required occupancy permit has been issued, the commissioning process and any validation process have been successfully concluded, incidental corrective or punchlist Work and final cleaning have been completed, the Contractor has submitted or delivered all specified items, the Contractor has submitted a final Application for Payment, and the Owner has approved a final Application for Payment.

§ 2.0.22 The **General Conditions** are the revised 2017 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. All references to the A201 General Conditions or the "revised General Conditions" in the Contract Documents are to the revised document.

§ 2.0.23 The **Guaranteed Maximum Price** ("**GMP**") is defined in Section 3.2 of this Agreement, described in Section 6.2 of this Agreement, and established in the GMP Amendment. The GMP consists of the sum that the Owner and the Contractor establish in the GMP Amendment as the fixed limit for all Costs of the Work reimbursable under Article 7 of this Agreement, which includes the MACC, the Negotiated Support Services, the Specified General Conditions, the Contractor's Risk Contingency, and the Contractor's Fee. The GMP does not include the Preconstruction Services Cost or sales tax on progress payments. State and local sales tax on the Contract Sum will be paid by the Owner with progress payments. The Owner is not obligated to pay the Contractor more than the GMP for the performance of the Work. The GMP is the equivalent to the "Total Contract Cost" as that term is used in RCW 39.10.210(20).

§ 2.0.24 The **GMP Amendment** is described in Section 3.2.6 of this Agreement and generally is an amendment to this Agreement in the form attached as Exhibit A to this Agreement setting forth the GMP for all or for an identified portion of the Work, the information and assumptions upon which it is based, the Contract Time, and other information upon which the parties agree.

§ 2.0.25 The **Maximum Allowable Construction Cost** ("**MACC**") generally consists of the sum to which the Owner and the Contractor agree in writing as an estimate of the maximum Cost of the Work reimbursable under Article 7 of this Agreement, including the percentage for the Contractor's Risk Contingency, Negotiated Support Services, and approved Change Orders. The MACC does not include the Specified General Conditions, the Contractor's Fee, Preconstruction Services, or sales tax. A final MACC will be established as part of the GMP negotiation in accordance with this Agreement.

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§ 2.0.26 Negotiated Support Services are defined in Section 7.7.3 of this Agreement and are generally items the Contractor normally would manage or perform on the Work for a municipality, including but not limited to, surveying, laser scanning, hoisting, safety enforcement, cleanup and trash removal, street cleaning, dust control, maintenance of traffic on public street and roads, temporary heat, temporary hookups, temporary toilets, temporary signs, fences, enclosures, barriers and barricades, temporary meter installation for water, utilities, natural gas, sewer and storm sewer, advertisement and negotiation of subcontract bid packages, and sustainability benchmarking documentation (such as LEED). Approved Negotiated Support Services are reimbursable, consistent with the Contract Documents, to the extent they are Costs of the Work within the GMP. The Contractor's management of Negotiated Support Services is included within the Specified General Conditions amount. If the Owner requires the Contractor to provide the Builder's Risk insurance, such premiums will be paid as a Negotiated Support Service.

§ 2.0.27 The **Notice to Proceed** is a written notice the Owner submits to the Contractor that generally permits construction or a designated portion thereof to commence upon the Contractor's compliance with conditions expressed in the notice. An executed GMP Amendment shall act as a Notice to Proceed with the Work covered by the GMP Amendment, unless stated otherwise therein.

§ 2.0.28 The **Owner** is the entity listed on the first page of this Agreement or its Designated Representative.

§ 2.0.29 The **Owner-Architect Agreement** is the separate agreement between the Owner and the Architect relating to the design of the Project.

§ 2.0.30 The **Owner's Designated Representative** is the party (or parties) that the Owner has authorized in writing to act on behalf of the Owner with respect to certain of Owner's rights and responsibilities under the Contract.

§ 2.0.31 The **Preconstruction Phase** is defined in Section 3.1 of this Agreement and generally consists of the initial portion of the Contractor's services and performance under the Contract prior to execution of the GMP Amendment or issuance of the Notice to Proceed.

§ 2.0.32 The **Preconstruction Services** generally consist of those services provided by the Contractor under Section 3.1 of this Agreement and any exhibit describing the Preconstruction Services.

§ 2.0.33 The **Preconstruction Services Cost** is defined in Section 5.1 of this Agreement and is the compensation payable by the Owner to the Contractor for Preconstruction Services.

§ 2.0.34 The **Project** is defined on the cover page above and in Section 1.1.4 of the revised General Conditions.

§ 2.0.36 The **Project Team** consists of the Contractor, the Owner, the Architect and all consultants and Subcontractors of any tier employed or retained by each of them.

§ 2.0.37 Specifications are defined in Section 1.1.6 of the revised General Conditions and generally consist of the portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance or related services.

§ 2.0.38 Specified General Conditions are further defined in Article 7 of this Agreement and further clarified in the Cost Responsibility Matrix and generally mean certain selected general conditions Work and services specified in the Contract Documents to be provided by the Contractor for the fixed Specified General Conditions price as a part of the Cost of the Work. The Specified General Conditions are to be performed by the Contractor with its own forces in most instances. The Specified General Conditions include any Preconstruction Services that occur after the GMP is established through execution of the GMP Amendment. The Specified General Conditions include but are not limited to the Contractor's construction administration, management services and supervision of the Project, all costs associated with the subcontractor bidding process (except costs of document reproduction), such as developing solicitations, site tours, responding to questions from bidders, providing a bid opening facility (unless the Owner elects to provide such facilities), bidding in accordance with the requirements of RCW 39.10, the Contract Documents, subcontract award, and all aspects of safety implementation and administration. Any cost that is not specifically identified as a reimbursable Cost of the Work shall be covered by the amount bid for Specified General Conditions.

§ 2.0.39 The **Subcontracting Plan** is defined in Section 3.1.10 of this Agreement and is prepared by the Contractor for

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the Owner's approval prior to conclusion of the Design Development phase. It identifies all proposed subcontract bid packages, any contemplated alternative subcontractor selection process permitted by RCW 39.10, any bid packages for which the Contractor expects to compete, all subcontractor scopes of work, the timing of solicitation of subcontractor bids for the packages to meet the Construction Schedule, major coordination issues with other packages, and means to enhance the opportunity for small, disadvantaged and local businesses to participate in performing the Work.

§ 2.0.40 A **Subcontractor** is defined in Section 5.1 of the revised General Conditions and is generally a person or entity that has a direct contract with the Contractor. A **Subcontractor of any tier** is a Subcontractor or a lower tier subcontractor that performs a portion of the Work of the Project at the site or supplies materials or equipment. A **Bidder-Design Subcontractor** is a Subcontractor that will not only construct discrete portions of the Work but also will design such portion as specified in the GMP Amendment.

§ 2.0.41 Substantial Completion is defined in Section 9.8.1 of the revised General Conditions. The date of Substantial Completion will be established in the GMP Amendment.

§ 2.0.42 The **Work** is defined in Section 1.1.3 of the revised General Conditions and generally means the construction and services performed in the Construction Phase as required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations.

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Contractor's GMP proposal, the Contract Documents will also include the documents described in Section 3.2.3 of this Agreement and identified in the GMP Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8 of this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner to furnish professional, competent and efficient construction administration, management services, and supervision, with sufficient quantities of fully qualified, competent and experienced personnel; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious, workmanlike and economical manner in compliance with the Contract Documents and consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents. The parties shall endeavor to promote harmony, mutual respect, and cooperation among the Owner, Architect, Contractor, authorities having jurisdiction, and other persons or entities employed by them for the Project to the fullest extent possible in order to further the interests of the Owner in the Project and to effect prompt and successful completion of the Project within the requirements of the Contract Documents, the Contract Time and the GMP.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as revised, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, as revised, which document is incorporated herein by reference.

§ 2.3.3 The Contractor shall perform the Preconstruction Services, shall be responsible for coordinating the activities of construction during the Construction Phase if the GMP Amendment is signed, shall be fully responsible for discharging all of the Contractor's obligations under the Contract Documents, and, during the Preconstruction and Construction

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Phases, shall advise and work with the Project Team to make recommendations for alternate or substitute products and technologies, construction techniques, methods and practices based on maintainability and durability as well as cost savings, time saving and/or other related efficiencies. The Owner will be responsible for coordinating the activities of the Project Team during the Preconstruction Phase.

ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES

The Contractor's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2 of this Agreement, and in the applicable provisions of A201-2017 referenced in Section 2.3.1 of this Agreement. The Contractor's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Contractor may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Contractor's Designated Representative identified in Section 1.1.12 of this Agreement shall be authorized to act on behalf of the Contractor with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Contractor shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Contractor. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The Contractor is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall carefully review upon receipt all Drawings and Specifications submitted to it at each level of design. The Contractor shall promptly report to the Owner and the Architect any error, inconsistency or omission that the Contractor may discover in them and shall recommend changes and alternatives. The Contractor's review shall be made in the Contractor's capacity as a contractor and not as a licensed design professional, except to the extent the Contractor or a Subcontractor has bidder-design responsibilities.

§ 3.1.2 The Contractor shall participate as part of the Project team to provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, and coordinate estimating reconciliation, each in terms of the other. The Contractor shall perform the Preconstruction Services described in this Agreement and applicable provisions of chapter 39.10 RCW as well as the Preconstruction Services described in the Preconstruction Services Scope of Work.

§ 3.1.3 Consultation

§ 3.1.3.1 The Contractor shall jointly schedule and conduct meetings with the Architect and Owner at a minimum on a weekly basis during the schematic design phase, design development phase, and the Construction Document phase to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Contractor shall actively and cooperatively advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Contractor shall also actively and cooperatively provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; phasing and site work planning; sequencing and scheduling for procurement, installation and construction; traffic planning; occupied campus strategies; factors related to construction quality, local market trends, bidding strategies, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, value engineering and constructability review, and possible cost reductions. The Contractor shall consult with the Owner and Architect regarding professional services to be provided by the Contractor during the Construction Phase.

§ 3.1.3.3 The Contractor shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project.

§ 3.1.3.4 The Contractor shall review the Schematic Design Documents, Design Development Documents and Construction Documents, Specifications, and other Contract Documents as they are developed and completed. These documents will include those prepared by any bidder-design Subcontractors and may be developed at different rates for different components of the Project. The Contractor shall also review all other documents provided by the Owner, including but not limited to the associated environmental documents, all record drawings of existing facilities and all documents provided or made available as a part of the GC/CM selection process. The Contractor shall promptly report

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in writing to the Owner and the Architect any errors, inconsistencies, incomplete information or other questions or deficiencies that the Contractor has discovered and that need to be resolved for the successful completion of the Work, paying particular attention to coordination issues. Design review activities are to be a cooperative and collaborative effort with the Architect, the Owner, and their consultants. The Contractor shall recommend changes and alternatives to the Architect and Owner, without, however, assuming any of the Architect's design responsibilities, except to the extent the Contractor or a Subcontractor performs bidder-design Work.

§ 3.1.3.5 Constructability. The Contractor shall work with the Owner and Architect to prepare a constructability plan for the Project to reduce cost, save time, improve quality, reduce risk and improve the overall process of Project delivery. Key objectives of the constructability program will include creation and maintenance of a well-planned, safe, effective, cooperative and mutually beneficial work environment for all participants. A primary objective of these efforts will be to assist the Owner to ensure that the final GMP does not exceed the Owner's budget and that the Project is completed on time. The Contractor shall perform actions designed to minimize adverse effects of labor or material shortages or delays; time requirements for procurement, installation and construction completion; and factors related to construction cost. As part of this effort, the Contractor shall participate in and provide written comments as a part of formal constructability reviews following completion of the Design Development Documents and when the Construction Documents are 90% complete and shall confirm prior to solicitation of the first subcontract bid package that a constructability analysis has been performed.

§ 3.1.3.6 Value Engineering. The Contractor will participate in value engineering the design documents at 30% Schematic Design and at 50% of the Design Development phase and on a continuing basis with the Architect in subsequent phases up to 90% Construction Documents. At the completion of each of its reviews, the Contractor will provide the Owner and Architect with a formal record of its findings and recommendations. The Architect and the Contractor will brief the Owner and any value engineers and answer their questions to determine the advisability of changes in the design documents. Value engineering will include selecting building systems, with final selection of systems to occur prior to the start of the Construction Documents Phase.

§ 3.1.3.7 Site Investigation. The Contractor shall suggest to the Owner and shall perform as agreed with the Owner and as a non-labor cost under Section 5.1, site investigation to assist in development of the design and construction planning.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, and by no later than 50% of the Design Development phase, the Contractor shall prepare and periodically update a Project schedule for the Owner's and Architect's review and the Owner's acceptance. Regardless of any review, acceptance, or approval of the Contractor's schedule, the Owner shall not be responsible for any aspects of the Project schedule. The Contractor shall obtain the Owner's and Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Contractor's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner. The Contractor will be responsible for the Project schedule, including a plan for phased construction defined in the Contract Documents.

§ 3.1.5 Phased Construction

The Contractor, in consultation with the Owner and Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Contractor shall take into consideration occupancy needs, site logistics, utilities, safety, cost reductions, cost information, constructability, provisions for temporary facilities, permitting timelines, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Contractor shall prepare, for the Owner's and Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Contractor suggests alternative materials and systems, the Contractor shall provide cost evaluations of those alternative materials and systems. The Owner will provide an independent estimate prepared by the Architect; the

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Contractor shall participate in a cost reconciliation process in accordance with the Preconstruction Services identified in Specification Section 00-50-07, Attachment A1.

§ 3.1.6.2 The Contractor shall collaborate with the Architect and the Owner on cost estimates throughout the Preconstruction Phase, and will prepare detailed cost estimates following completion of the Schematic Design Phase, completion of the Design Development Phase at 60% Construction Documents and when Construction Documents are 90% complete (the "GMP estimate"). The Contractor shall also reconcile its estimate with the Architect's and/or the Owner's independent cost estimator at each phase for the Contractor's, Architect's, and Owner's acceptance. Cost escalation to the time of Subcontractor bidding shall not exceed five percent (5%) per year of these estimates without approval of the Owner. Timely and complete estimates are critical to the success of the Project; therefore, failure of the Contractor to submit timely cost estimates shall be grounds for the termination of the Contractor for cause. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Contractor shall prepare and update, at appropriate intervals agreed to by the Owner, Contractor and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Contractor agree on a GMP for the Work. Such estimates shall be provided for the Architect's and Owner's review and the Owner's approval. The Contractor shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action, including participation in preparing a list of proposed cost savings equal to or greater than the overage. The Contractor shall also collaborate with the Architect and Owner on cost estimates prior to issuing each subcontract bid package, and will, at a minimum, prepare detailed cost estimates for each such package.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Contractor's cost estimates and the Architect's cost estimates, the Contractor and the Architect shall work together with the Owner to reconcile the cost estimates, consistent with the Scope of Work for Preconstruction Services, and to align the estimates with the Owner's prioritization of scope elements.

§ 3.1.7 The Contractor shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities. The Contractor shall suggest to the Owner and shall perform, as agreed with the Owner under Section 3.1.3.2, site investigation to assist in development of the design and construction planning.

§ 3.1.8 The Contractor shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval. Refer to the Request for Proposals, Request for Final Proposals and the personnel identified by the Contractor in response thereto.

§ 3.1.9 The Owner's anticipated Sustainable Objective for the Project:

TBD

§ 3.1.10 Subcontractors and Suppliers

§ 3.1.10.1 The Contractor shall develop bidders' interest in the Project. The Contractor shall prepare and submit a construction management and subcontracting plan ("Subcontracting Plan") to the Owner and the Architect for approval prior to conclusion of the Design Development Phase. Prior to negotiation of the GMP, the Owner and the Contractor shall negotiate the following terms and shall include the Subcontracting Plan as an exhibit to the GMP Amendment. The Subcontracting Plan shall describe the process for allocating scopes of Work among the bid packages and shall, for and within each Component, identify:

.1 All subcontract bid packages, specifying those upon which the Contractor or its affiliates intend to bid;

.2 The scopes of Work, timing of solicitation of bids for the packages to meet the Construction Schedule;

.3 Major coordination issues with other packages;

.4 Contractor's plan to prepare bid packages to reduce barriers for and increase participation by business entities certified with the Office of Minority and Women's Business Enterprises, including small businesses, and business entities certified with the Department of Veterans Affairs.

.5 The scope and cost estimates for each subcontract bid package.

.6 Any intention of the Contractor to select a Subcontractor in accordance with the alternative procedure specified in RCW 39.10.385.

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§ 3.1.10.2 The Contractor shall use its best efforts to develop the interest of Subcontractor bidders in the Project. The Contractor shall consider prebid determinations of Subcontractor eligibility to the extent permitted by statute and shall furnish to the Owner and Architect for their information as a part of the submittal of its Subcontracting Plan a list of possible eligible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner will promptly reply in writing to the Contractor if the Architect or Owner knows of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it or the lack of any objection waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor or supplier.

§ 3.1.10.3 If the value of an individual anticipated subcontract exceeds $3 million, the Owner may consider use of the alternative subcontractor selection process provided by RCW 39.10.385. Subject to Owner's approval, the Contractor shall conduct all alternative subcontractor selection in strict accordance with the requirements of RCW 39.10.385.

§ 3.1.11 Long–Lead Time Procurement

§ 3.1.11.1 The Contractor shall prepare, for the Architect's and Owner's review and the Owner's acceptance, and update at least monthly, a procurement schedule for items and/or associated services that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the bidding, ordering and delivery of materials that must be bid or ordered well in advance of construction. The Owner may also procure any items prior to the establishment of the GMP on terms and conditions acceptable to the Contractor. Upon the establishment of the GMP, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

§ 3.1.11.2 The Contractor shall identify and estimate the value of any items that require off-site storage, together with proposed locations for storage during the course of the Work acceptable to Owner. These locations shall be selected to provide a maximum of protection and minimum of cost and delay associated with delivery to the site and shall conform with the requirements of Section 11.1.3.5 of this Agreement.

§ 3.1.12 Extent of Responsibility

§ 3.1.12.1 The Contractor shall exercise reasonable care in preparing schedules and estimates. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The Contractor is not required to ascertain that the Drawings and Specifications prepared by the Architect are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.1.12.2 The Contractor shall carefully review upon receipt all Drawings, Specifications and Reports submitted to it at each level of design. The Contractor shall promptly report to the Owner and the Architect any error, inconsistency or omission that the Contractor may discover in them and shall recommend changes and alternatives. The Contractor's review shall be made in the Contractor's capacity as a contractor and not as a licensed design professional, except to the extent the Contractor or a Subcontractor has bidder-design responsibilities.

§ 3.1.13 Compliance with Laws

The Contractor shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, apprenticeship programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Contractor, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Specification Section 00 50 07 (SCOPE OF WORK FOR PRECONSTRUCTION SERVICES).

§ 3.2 GMP Proposal and Contract Time

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§ 3.2.0 Early Bid Package Amendments. The Owner and the Contractor may agree to one or more initial GMP amendments to provide for early Project Work prior to completion of 90% Drawings and Specifications and prior to agreement on the final GMP Amendment as provided in Section 3.2.6 of this Agreement ("Early Bid Package Amendments"). All Early Bid Package Amendments shall conform with the requirements of this Agreement, except that such Early Bid Package Amendments may be agreed upon and executed at any point in the Project design phase.

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Contractor, and when the Construction Drawings and Specifications are at least 90% complete, the Owner will submit a "GMP set" of Construction Documents to the Contractor, and within twenty-one (21) days of receipt of the `GMP set, unless a longer period of time is approved by the Owner due to special conditions or circumstances, and in consultation with the Architect and Owner, the Contractor shall prepare a GMP proposal for the Owner's review, negotiation, and acceptance. The Contractor shall promptly notify the Owner if it does not consider the Drawings and Specifications to be at least 90% complete and shall not propose a GMP until the Drawings and Specifications are at least 90% complete. A list of items needed to obtain 90% completion shall be prepared by the Contractor and agreed to by the Owner and the Architect prior to additional information being added to the Construction Documents.

§ 3.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom by allowing for such further development in its cost estimates. The Contractor will also make allowance for market conditions at the time of bidding and possible estimating inaccuracies within the GMP. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. A Change in the Work will not be warranted if the Work in question was reasonably inferable from or contemplated by, or a prudent contractor should have realized that the Work was necessary and appropriate under, the Contract Documents referenced in the GMP Amendment.

§ 3.2.3 The Contractor shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Contractor in the preparation of the GMP proposal, divided into the proposed subcontract bid packages and including assumptions under Section 3.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, the MACC, Specified General Conditions, Negotiated Support Services, and other Article 7 Costs of the Work; the Contractor's Risk Contingency; and the Contractor's Fee (any Allowances must be limited and preapproved by the Owner);

.4 The anticipated date of Substantial Completion – by phase as applicable – upon which the proposed GMP is based; and

.5 A date by which the Owner must conclude negotiations and accept the GMP, subject to the Owner's internal review processes and approval sequence required to gain approval by the City Council.

§ 3.2.4. In preparing the Contractor's GMP proposal, the Contractor shall include its Risk Contingency, at least two percent (2%) and not to exceed five percent (5%) of the MACC, as agreed upon by the Owner and the Contractor, for the Contractor's exclusive use to cover costs arising under Section 3.2.4 and other costs that are properly reimbursable as a Cost of the Work but not qualified for inclusion in a Change Order. The Contractor may use the Contractor's Risk Contingency to pay for Project issues that are within its control, such as design issues that a reasonable Contractor should have resolved during the Preconstruction Services Phase, items in Drawings but not in the Specifications, items on one Drawing but not another, items specified but not drawn, non-specified items within Specifications, buy-out errors or shortfalls, scope gaps, ambiguities in the Construction Documents, damaged work not covered by insurance (including, to the extent permitted by the Contract Documents, a deductible), unanticipated general conditions expenses, interdisciplinary design coordination, Subcontractor performance, and expediting costs for critical materials. The Contractor's Risk Contingency may also be used for issues beyond the Contractor's control such as lost time, increases in bid contracts, and Subcontractor performance or failure. The Contractor must give the Owner notice and supporting cost backup when applying to use the Contractor's Risk Contingency. Except in the case of a mutual agreement between the Contractor and Owner, which shall be documented in writing, the Contractor shall not use the Contingency to pay

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for costs related to enhancements or additions to the Scope of Work desired by the Owner, unforeseen or differing site conditions or design errors or omissions beyond the reasonable inferences described in Section 3.2.2 of the Agreement, as such costs shall be subject to a Change Order. The Contractor shall use the Contractor's Risk Contingency only with the Owner's prior written consent, which shall not unreasonably be withheld. Each use of the Contractor's Risk Contingency shall be shown as a separate line item in the Schedule of Values submitted with Applications for Payment. Any balance remaining in the Risk Contingency shall be returned to the Owner in a deductive Change Order before Final Payment.

§ 3.2.4.1 The MACC shall consist of all Subcontractor scope of Work by bid package consistent with the Subcontracting Plan, including Work the Contractor will self-perform through the Subcontracting bidding process, and other Article 7 Costs of the Work except the Specified General Conditions. The MACC used in negotiating the GMP shall be the summation of the actual amounts of any Subcontract bid packages awarded and estimated amounts for Subcontract bid packages not yet bid. Upon completion of the buyout of Subcontract bid packages, the Contractor shall ascertain whether any scope changes beyond those specified in Section 3.2.2 have occurred in the Subcontract bidding documents as a result of completion of the Construction Documents to the 100% level. In the event that these scope changes are required for the Project and approved by both the Contractor and the Owner, any balance in the MACC may be accessed. Any amounts remaining in the MACC when all the Subcontract bid packages have been awarded shall be added to the Contractor's Risk Contingency. It is the intent of the parties that when the GMP is set, the Contractor will have participated in and be fully aware of the existing conditions and proposed design for the Project. It is further intended that the GMP will include all elements necessary to complete the Project in accordance with the Contract Documents, and that Change Orders adjusting the GMP will therefore not be necessary except in limited circumstances as set forth below. Accordingly, the GMP shall be adjusted principally for the following events:

.1 **Scope Changes.** Owner revisions on scope items previously approved by the Owner and incorporated in the pricing of the GMP. Examples: The Owner approved use of MC cable in lieu of conduit for branch wiring runs and later decides to change back to conduit; or bid alternates not included in the GMP.

.2 **Concealed or Unknown Conditions** as described in Section 3.7.4 of the revised General Conditions. For example, during the Construction Phase, substantially differing site conditions are encountered that could not have been reasonably anticipated or discovered by the Contractor during the Preconstruction Phase. This category includes unknown and unforeseeable hazmat conditions and soil conditions.

.3 **Regulatory Agency Changes.** Costs incurred as a result of changes in regulatory requirements but only where such requirements change after execution of the GMP Amendment. (This shall not include costs incurred as a result of inspections or other actions necessitated by pre-existing requirements of the Project permits).

.4 **Significant Design Errors or Omissions.** Significant errors or omissions in the Drawings or Specifications that could not reasonably have been anticipated or discovered by the Contractor before the GMP was established. However, design errors and omissions do not include, for example: (1) failure to coordinate between trades; (2) requirements of the Specifications that are not specifically shown in Drawings; (3) requirements of the Drawings that are not specifically described in the Specifications; or (4) design changes made at the request of the Contractor in order to facilitate the constructability of the Project. The failure of the Architect to specify every detail in the Construction Documents does not eliminate the requirement for the Contractor to provide at least a standard commercially available detail of institutional quality to serve the basic functions of the design.

.5 **Changes required by governmental inspectors to meet requirements beyond those contained in regulations.** Changes required by an inspector of a governmental authority having jurisdiction beyond those contained in regulations or previously communicated.

.6 **Allowance adjustments.**

§ 3.2.4.2 Examples of events for which the GMP shall not be adjusted include but are not limited to:

.1 **Subcontractor Gaps.** Gaps in scope coverage between Subcontractors, including self-performed Work.

.2 **Scope Gaps.** An item indicated in the Drawings or Specifications that was not picked up in the GMP.

.3 **Ambiguities.** Ambiguities in the Construction Documents that the Contractor knew of or that a reasonable contractor would have identified and raised with the Owner prior to establishing the GMP.

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.4 **Interdisciplinary Coordination.** Coordination inconsistencies and errors between design disciplines that the Contractor knew of, caused or contributed to, or reasonably should have known of.
.5 **Subcontractor Failure.** A Subcontractor fails to perform or goes bankrupt.
.6 **Escalation of materials, equipment or labor prices.**
.7 **The Contractor's estimating errors**.
.8 **Expediting costs for critical materials.**
.9 **Coordination Claims.** Costs related to Subcontractor Claims or charges that result from mistakes or omissions in Subcontractor buyout, or coordination issues between Subcontractors, or interference between Subcontractor and the Contractor or among Subcontractors.
.10 Delays which were not directly caused by an act or neglect of the Owner, the Architect, the Owner's Consultants, the Owner's separate Contractors, or anyone acting on behalf of any of them.
.11 Work required to comply with applicable code.

§ 3.2.5 The Contractor shall meet with the Owner and Architect to review the GMP proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Contractor that the Owner has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from the Contractor. Following acceptance of a GMP, the Owner and Contractor shall execute the GMP Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The GMP Amendment shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

§ 3.2.7 The Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect to provide revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Amendment. Revisions to the Drawings and Specifications will be included in the 100% Submittal and promptly furnished to the Contractor. The Contractor shall notify the Owner and Architect promptly and in writing of any inconsistencies between the GMP Amendment and the revised Drawings and Specifications and shall comply with the contractual procedure in providing notice and asserting and pursuing any Claim that may arise therefrom. If the Contractor does not provide this notification within thirty (30) days of its receipt of the revised Drawings and Specifications, the revisions shall be considered accepted with no change in the GMP or Contract Time.

§ 3.2.9 The Contractor shall include in the GMP all consumer, use and similar taxes (but not sales taxes on the Contract Sum) for the Work provided by the Contractor that are legally enacted, whether or not yet effective, at the time the GMP Amendment is executed. The only taxes excluded from the GMP and separately reimbursable by the Owner are State and local sales taxes on the Contract Sum.

§ 3.2.10 If, upon establishing the GMP, the GMP varies more than 15% from the budget specified in the RFP due to changes in the scope requested and approved by the Owner, the Fee shall be renegotiated when the GMP is negotiated.

§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of the revised General Conditions, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the GMP Amendment or, prior to acceptance of the GMP proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Contractor, and any insurance and bond requirements for Work performed prior to execution of the GMP Amendment.

§ 3.3.1.3 Although it will not cause the Construction Phase to commence, the Owner may at any time approve the Contractor's (a) award of a subcontract, (b) undertaking construction Work with its own forces, or (c) issuance of a purchase order for materials or equipment and/or associated services required for the Work. Any Work so approved and undertaken shall comply with and be subject to this Agreement and the revised General Conditions.

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§ 3.3.2 Administration

§ 3.3.2.1 The Contractor shall schedule and conduct weekly progress meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Owner shall prepare and promptly distribute minutes to the Architect and Contractor.

§ 3.3.2.2 Upon the execution of the GMP Amendment, the Contractor shall prepare and submit to the Owner and Architect the Construction Schedule for the Work and submittal schedule in accordance with Section 3.10 of the revised General Conditions and other Contract Documents. The Contractor shall provide regular monitoring and shall update monthly (or sooner in the event of a substantial change) the Construction Schedule as Work progresses. The Construction Schedule shall conform with the requirements of Section 3.10 of the revised General Conditions.

§ 3.3.2.3 The Contractor shall record the progress of the Project. The Contractor shall submit as part of its monthly Application for Payment required by Section 11.1.3.1 of this Agreement, written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The reports shall:

.1 Include information concerning both the entire Project and each subcontract bid package.
.2 Identify variances between scheduled and probable completion dates, and recommend action required to meet scheduled completion dates.
.3 Review the Construction Schedule for portions of the Project not started or incomplete and recommend to the Owner alternate procedures or adjustments to meet the scheduled completion dates.
.4 Provide summary reports for each Construction Schedule update.
.5 Document all significant changes in the Construction Schedule, whether the Owner approves of the change, and the reasons for them.
.6 Record in writing and by photographs the progress of the Project.
.7 Identify significant problems in scheduling together with recommended corrective action.
.8 Maintain and report a QA/QC log.
.9 Document any outstanding RFIs, CCDs, PRs, ASIs and CORs, and risks associated with delayed responses.
.10 List outstanding submittals and risks associated with delayed responses.
.11 Document any outstanding Change Orders and any risks associated with delayed responses.
.12 The status of permits that the Contractor is required to obtain or assist in obtaining.

The Contractor shall also keep, and make available to the Owner and Architect with its monthly Application for Payment or more often as requested by the Owner, superintendent's Daily Report that shall include a record for each day of weather, Subcontractors working at the site, deliveries, Work accomplished, portions of the Work in progress, number and employer(s) of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. The information provided on the Daily Report does not constitute notice of a potential or actual Claim to the Owner.

§ 3.3.2.4 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.1.6.2 and Section 3.3.2.3 above. The Contractor shall include a Project status report in a format acceptable to the Owner, listing (i) all pending and/or approved Change Orders and Construction Change Directives (including amounts), (ii) an analysis of the Specified General Conditions and Negotiated Support Services budget with an explanation of substantial variances from previous budgets, (iii) projected cash flow of construction costs, (iv) an allocation by subcontract bid package and schedule-of-values line item, (v) expenditures to date, (vi) estimates to complete, (vii) forecast at completion, (viii) variances with budget and commitment, and (ix) the items for which the Owner has authorized the Contractor to use the Contractor's Risk Contingency, the cost of those approved items, and the balance of funds remaining in the Contractor's Risk Contingency account.

§ 3.3.2.5 The Contractor shall review and inspect the Work of the Subcontractors on a regular basis (at least as often as described in the Contract Documents) for defects and deficiencies in their Work and for conformance with the Drawings, Specifications and other Contract Documents, and shall stop the Work of Subcontractors if necessary. The Contractor shall provide notification at regularly scheduled progress meetings of any material defects or deficiencies and recommend remedial action. The Contractor shall take the lead role in negotiating and resolving any disputes with

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Subcontractors and obtain the Owner's concurrence or approval of all settlements that may affect the GMP or the Contractor's Risk Contingency before executing change orders with Subcontractors.

§ 3.3.2.6 As part of the Specified General Conditions, the Contractor shall maintain, in good order and on a current basis, a record copy of all subcontracts, purchase orders, Drawings marked to record all changes made during construction, Specifications, addenda, Change Orders, and other Modifications, shop drawings, product data, samples, submittals, inspection reports, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents, and revisions which arise out of subcontracts or Work. These records shall be available to the Owner, and, at completion of the Project, delivered to the Owner.

§ 3.3.2.7 As part of the Specified General Conditions, the Contractor shall provide an adequate number of competent, qualified, and experienced staff consistent with or in excess of that specified in its response to the RFP, and which are on site daily to ensure adequate supervision of Work and ensure adequate decision-making. The staff shall include necessary and appropriate project managers, superintendents, field engineers, engineers, quality control specialists, scheduling engineers, cost engineers, clerical, accounting, data processing personnel, and others so that, among other things:

.1 The Work is performed and coordinated in a timely manner in compliance with the Contract Documents;

.2 Change Order Requests and responses to Construction Change Directives are submitted to the Owner within fourteen (14) days after the Contractor's receipt of the Construction Change Directives;

.3 Responses to correspondence from the Owner, Subcontractors, and Governmental Agencies are provided within seven (7) days after receipt of such correspondence; and

.4 Final Completion is achieved within the timeline identified in Article 9.10 of the revised General Conditions.

§ 3.3.2.8 Changes to personnel in key positions (Contractor's Designated Representative, project executive, project manager, superintendents, preconstruction managers, cost estimators, field engineers, and, if applicable, the project manager and superintendent of the MCCM and ECCM) must be done with a 14-day notice to the Owner and Owner's approval, which may be withheld with reasonable cause. Individuals with an equal or greater level of experience and competencies will be proposed by the Contractor to the Owner and the Architect for evaluation. Approval must be obtained by the Contractor from the Owner prior to any individual being allowed onto the Project Team. A three-month probationary period shall be afforded the Owner to evaluate each new individual. During this period, the Owner has the right to request that a new individual be introduced, and the process started again.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the GMP Amendment, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments of undisputed amounts to the Contractor as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payments when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor and Architect.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Contractor and Architect. The Owner and the Architect, in consultation with the Contractor, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Contractor shall review all documents and data provided, and provide comments, concerns or requests for additional or clarification of information within 21 days of receipt.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, designated wetlands, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Contractor shall review all documents and data provided, and provide comments, concerns or requests for additional or clarification of information within 21 days of receipt.

§ 4.1.4.3 The Owner, when such services are requested and required of and approved by the Owner, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. For existing sites, building record reports provided by the Owner shall suffice.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 4.2 Legal Requirements.
The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not required to furnish legal, insurance and accounting services for the benefit of the Contractor.

§ 4.3 Architect
The Owner shall retain an Architect to provide services on the Project. The Owner shall provide the Contractor with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 5.1 Compensation
§ 5.1.1 For the Contractor's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Contractor as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation for the Preconstruction Services (the "Preconstruction Services Cost") shall not exceed $897,758 and shall be paid on an hourly basis at the rates and for the individuals specified in Exhibit 1 to this Agreement. In addition, the Contractor shall receive compensation during the Preconstruction Phase for costs incurred to perform the Preconstruction Services, including equipment at the hourly rates specified in the attachment. Other additional costs that will be reimbursed when preapproved in writing may include but are not limited to costs of testing, intrusive, or non-intrusive investigation, selective demolition and restoration, copying, blueprints and courier costs. The Contractor shall not be entitled to compensation for negotiation of the GMP Amendment. The Preconstruction Services rates include personnel and consultant costs and all benefits, materials, equipment, taxes, profit and overhead. Costs that would cause the not-to-exceed amount to be exceeded shall be paid by the Contractor without reimbursement by the Owner. The

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Contractor's Fee identified in Section 6.1.2 of this Agreement does not apply to Preconstruction Services, and any savings from any not-to-exceed amount for Preconstruction Services will revert to the Owner.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Contractor and the Contractor's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Preconstruction Work Plan as required by Specification Section 00 05 08

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services shall be limited to the following costs:

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits performing the work.
.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance, medical aid, and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
.4 **S**afety costs not to exceed two percent (2%) of the sum of amounts in .1, .2 and .3 above.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within the agreed upon and approved schedule, through no fault of the Contractor, the Contractor's compensation for Preconstruction Phase services shall be equitably adjusted as determined by the Owner.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Invoices for services shall contain detailed time and material accounting of the costs incurred and shall have supporting backup attached.

§ 5.2.2 Payments are due and payable within 30 days of an approved, fully itemized and fully executed Application for Payment that complies with all contractual requirements, including the specific requirements of Section 11.1.3 of this Agreement. Amounts unpaid thirty (30) days after submission of such contractually compliant Application for Payment shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Contractor.
(Insert rate of monthly or annual interest agreed upon.)

One Percent (1%) per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract after execution of the GMP Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 6.1.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

The Contractor's Fee for the Work during the Construction Phase shall be the fixed, lump sum amount that will be calculated as (1) the percentage specified in the Fee Proposal Form (four and twenty-three hundredth percent (4.23%)) times (2) the MACC negotiated as part of the GMP plus the Negotiated Support Services plus the Specified General Conditions. The Fee shall be applied to any use of the Contractor's Contingency but only as such Contingency is used by the Contractor.

§ 6.1.3 The method of adjustment of the Contractor's Fee for changes in the Work:

In the event a Change Order is issued for a Change in the Work, the percent change in the Contractor's Fee will be the percentage specified above in Section 6.1.2. The Contractor shall also be entitled to proven increased premiums associated with the changed Work for contractually-required insurance and bonds above the amounts already included

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within the Contractor's fixed Specified General Conditions. Upon request, Contractor shall provide the Owner with supporting documentation from its insurer and surety of any associated cost incurred. The Contractor is not entitled to any increased premium on any retainage bond as such bonds are optional. If the Contractor performs Work as a Subcontractor (i.e. on a package on which the Contractor was the low Subcontractor-bidder). The Contractor shall be paid the Subcontractor's Fee as provided in Section 7.5.6 of the General Conditions on changed Work but shall not have the Contractor's Fee stated in 6.1.2 applied to such changed Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

The Fee for changed Work for which the Owner is responsible and which is directly performed by a Subcontractor of any tier, including overhead and profit, is specified in Section 7.5 of the revised General Conditions. If a lower-tier Subcontractor performs changed Work, the Fee of upper-tier Subcontractors is also specified in Section 7.5 of the revised General Conditions. If a Subcontractor is selected under RCW 39.10.385 on a cost reimbursable plus fee basis, then the fee percentage bid by that subcontractor shall also be applied to changed Work performed by that Subcontractor.

§ 6.1.5 Rental rates for Contractor-owned equipment shall not exceed the rates identified in Section 7.5.2 herein.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages shall be established in the GMP Amendment(s).

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

There are no shared savings provisions; all savings shall revert to the Owner.

§ 6.1.8 The Specified General Conditions are in the fixed amount of Two million seven hundred forty-four thousand one hundred ninety-eight 80/100Dollars ($2,331,834.00) based on the level of staffing and project duration known at the time of fee proposal submission. The final Specified General Conditions sum shall be negotiated based on the level of staffing and duration of service required for Contractor's management staff. The unit rates are quoted in the Fee Proposal and Preconstruction Cost Proposal Form.

§ 6.1.9 The not to exceed, lump sum for Negotiated Support Services will be negotiated at the time of establishing the MACC.

§ 6.2 Guaranteed Maximum Price

The Contractor guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work, Negotiated Support Services, Specified General Conditions, the Contractor's Risk Contingency, plus the Contractor's Fee exceeds the GMP, the Contractor shall bear such costs in excess of the GMP without reimbursement or additional compensation from the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue, via the Architect, such changes in writing. The Contractor may be entitled to an equitable adjustment in the GMP and/or Contract Time consistent with the requirements of the Contract Documents as a result of changes in the Work.

§ 6.3.1.1 The Owner or Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction which would not result in changes to the GMP or the Contract Time.

§ 6.3.2 Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in Article 7 of the revised General Conditions.

§ 6.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of the revised General Conditions and the term

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"costs" as used in Section 7.3.7 of the revised General Conditions shall have the meanings assigned to them in Section 7.5 of the revised General Conditions and shall not be modified by Sections 6.1 and 6.2, Sections 7.1 through 7.6, and Section 7.9 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts and the Contract Documents.

§ 6.3.4 In calculating adjustments to the GMP, resulting from changes in the Work, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 6.1.2 of this Agreement.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean the actual, net costs reasonably and necessarily incurred by the Contractor in the proper performance of the Work, without overhead, profit, fee or markup. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel are included in the Specified General Conditions and not separately reimbursable.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site are included in the Specified General Conditions and so are not separately reimbursable.

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, are included in the Specified General Conditions and not separately reimbursable.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law for taxes, insurance, contributions, assessments and benefits and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. This does not include insurance required by the Contract Documents, which costs are included within the Contractor's Fee. Costs paid or incurred by the Contractor for vacations, bonuses, travel, stock options, deferred compensation, or discretionary payments to employees are not directly reimbursable. As part of the GMP Amendment, the parties shall agree to a wage burden rate for all workers, which will be fully burdened, including all the wage-based costs, and fixed for the duration of the Contract time. Burden rates, including any agreed burden rates, are subject to the Owner's audit to confirm that the burden has been correctly calculated and applied in accordance with the Contract Documents.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. The Contractor shall maintain a procedure for the review, processing and payment of applications by the Subcontractors for progress and final payments, all in accordance with the terms and conditions of the Contract Documents. The Contractor shall verify the completeness of all applications for payment and assemble and check all supporting documentation required by the Contract Documents or by the subcontracts with respect to each Application for Payment, including all lien waivers and releases.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction, except costs of on-site storage and handling of materials, which are included under Specified General Conditions and are not separately reimbursable.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold or returned by the Contractor. Any amounts realized from such sales or returns shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.4.3 Notwithstanding the above, costs of material and equipment directly procured by the Contractor (and not bid through a subcontract package) and incorporated in the completed construction will generally be included in Negotiated Support Services.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges, not to exceed the local fair market rental costs, actually paid to non-related third parties for items including, but not limited to, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are not provided by the Contractor at the site and the costs of transportation, installation, minor repairs, dismantling and removal. Rentals from the Contractor or any entity in which the Contractor or one or more of its Owner has a direct or indirect ownership interest shall be separately calculated and rental costs shall be determined in accordance with the methodology provided by Section 7.5.3 of the General Conditions.

§ 7.5.3 Costs of street cleaning, removal of rubbish and debris from the site of the Work and its proper and legal disposal will be included in Negotiated Support Services, except where such costs are normally included in a trade subcontract, in which case such costs will be considered a Cost of the Work.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office are included in Specified General Conditions and are not separately reimbursable, except for the costs of document reproduction for subcontractor bidding which are a reimbursable Cost of the Work.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.5.6 Notwithstanding the above, costs of other material and equipment, temporary facilities and related items procured by the Contractor will generally be included in Negotiated Support Services, but some may be designated for inclusion in the Specified General Conditions. Reference the Cost Responsibility Matrix Exhibit for clarification of such items. All furniture, technology, communication (including cell phones), personal transportation (including pickup trucks) and clerical equipment therein, temporary controls (except cleaning and erosion controls), project identification and temporary signage, and delivery by the Contractor, on-site storage, sheds and handling are Specified General Conditions.

§ 7.6 Miscellaneous Costs

§ 7.6.1 The actual, net costs of premiums for that portion of insurance, exclusive of builder's risk insurance, and bonds required by the Contract Documents that can be directly attributed to this Contract are included in the Specified General Conditions and are not separately reimbursable. Builder's risk insurance shall be included as a part of the Negotiated Support Services, unless the Owner elects to procure the builder's risk insurance directly.

§ 7.6.2 Use or similar taxes, B&O and income taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable are included in the Fee and are not separately reimbursable. Sales tax on the Contract Sum is paid with and based upon each Application for Payment.

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§ 7.6.3 Fees and assessments for Project-specific permits, licenses and inspections of governmental authorities having jurisdiction for which the Contractor (but not Subcontractors) is required by the Contract Documents to pay shall be included as part of the Negotiated Support Service.

§ 7.6.4 Fees of laboratories for tests required of the Contractor by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of the revised General Conditions or by other provisions of the Contract Documents.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the GMP. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of the revised General Conditions or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 7.6.6 Costs for electronic equipment and software, including computers, are included in Specified General Conditions and are not separately reimbursable.

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work are included in Specified General Conditions and are not separately reimbursable.

§ 7.6.9 The cost of preapproved warehousing of stored materials or equipment subsequently incorporated into the Work are covered by the Specified General Conditions and are not separately reimbursable.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work may be allowed as a reimbursable cost of the Work with the Owner's prior written approval. This does not include commuting or travel related costs from the Contractor's home office or from any personnel's home, as these costs are covered by the Specified General Conditions and are not separately reimbursable.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, as revised.

§ 7.7.3 Negotiated Support Services

Negotiated Support Services by the Contractor may be accomplished and will be reimbursed as Costs of the Work within the GMP, consistent with Cost Responsibility Matrix Exhibit, only as follows:

.1 Negotiated Support Services described and included in the GMP.

.2 Units of Negotiated Support Services may be accomplished by the Contractor during the Construction Phase, subject to prior written Owner approval, if the Cost of the unit of the Work is less than $35,000.

.3 Subcontractor bidding requirements are not applicable to Negotiated Support Services.

Overhead and profit shall not be contained within the Negotiated Support Services as the Fee is applied to the Negotiated Support Services.

§ 7.7.4 Specified General Conditions

The fixed, lump sum contained in the Contractor's response to the RFP for certain identified general conditions Work and services, consistent with the Cost Responsibility Matrix Exhibit, to be provided by the Contractor as Specified

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General Conditions. The Specified General Conditions Work is to be performed by the Contractor with its own forces in most instances and also includes any Preconstruction Services and activities that occur after the GMP is established through execution of the GMP Amendment. Overhead and profit shall not be contained within the fixed, lump sum Specified General Conditions amount as the Fee is applied to the Specified General Conditions.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below, as all such items are covered by the Contractor's Fee or are at the Contractor's risk:

.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2.1, or as may be provided in Article 11;

.2 Expenses of the Contractor's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.5 Costs due to the negligence or failure of the Contractor, Subcontractors of any tier and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the GMP to be exceeded;

.8 Costs for services incurred during the Preconstruction Phase except as specifically allowed herein;

.9 Direct payments by the Owner (if any) for the building permit and related permits, reserve capacity fees, and plan-check fees, including SEPA, design review, and land use fees are not a part of the Cost of the Work or the GMP;

.10 Overtime wages, unless preapproved by the Owner;

.11 Main or home office accounting, data processing, software, hardware or computer-related costs not included in the Specified General Conditions;

.12 Penalties and fines imposed by a governmental entity;

.13 Safety costs not included in the Negotiated Support Services or Specified General Conditions;

.14 Liquidated damages;

.15 Except as included within the Specified General Conditions or as allowed under Section 7.1 through 7.7, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office;

.16 Legal, consultant, or claims-related expenses;

.17 Warehousing in the Contractor's facility;

.18 Bonuses, profit sharing, incentive compensation and other discretionary payments; and

.19 Business licenses.

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ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained. If the Contractor is offered discounts and/or rebates based upon prompt payment, the Contractor shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity, the Contractor may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Contractor does not provide the Owner the opportunity to participate, then the Contractor may only charge the net costs after consideration of discounts and rebates. The Contractor shall notify the Owner in a timely manner of the availability of such cash discounts, rebates, or refunds.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Contractor shall comply with the applicable requirements of RCW 39.10 and the approved Subcontracting Plan, and the provisions of RCW 39.10 shall take precedence over any inconsistent provisions of the Contract Documents except to the extent that the Contract Documents are explicit in matters such as how the Fee is applied. Except as specified below, the Contractor shall assemble the bidding materials, manage the bidding process, and shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. Unless all bids are rejected, subcontract bid packages shall be awarded to the "responsible" and responsive bidder submitting the low responsive bid. Determination of "responsibility" shall comply with the requirements of RCW 39.10, RCW 39.04.350, and other applicable Washington law.

.1 Other than Work under the Specified General Conditions and Negotiated Support Services, all Work on the Project shall be competitively bid as required by RCW 39.10. The Contractor may, subject to RCW 39.10 and the Subcontracting Plan, organize and solicit bids for the subcontract work in manners allowed by RCW 39.10, but the Contractor may not use alternates without approval of the Owner.

.2 The Contractor shall bid out the subcontract bid packages in accordance with its approved Subcontracting Plan. The Contractor shall document and report monthly to the Owner on its procurement process. The Owner's written approval is required for changes to the Subcontracting Plan.

.3 Before initially soliciting bids for the first subcontract bid package, the Contractor shall submit, and the Owner shall reasonably approve, final bid package estimates for all subcontract bid packages in the approved Subcontracting Plan. The sum of all the final bid package estimates in the Subcontracting Plan shall not exceed the MACC.

.4 When in the best interests of the Project and when critical to the successful completion of a subcontract bid package and the Owner consents, the Owner and Contractor may make a prebid determination of Subcontractor eligibility in accordance with RCW 39.10. In addition, if the anticipated subcontract value will exceed $3 million and the Owner consents, the Contractor may select a Subcontractor in accordance with the alternative procedure specified in RCW 39.10.385 and following the approval requirements of RCW 39.10.

.5 As part of its Subcontracting Plan, the Contractor shall promptly notify the Owner of Work (other than Negotiated Support Services and Specified General Conditions) that it will seek to self-perform. The Contractor, including its subsidiaries and affiliates, may bid on a subcontract bid package if the Work within the subcontract bid package is customarily performed by the Contractor, if the Contractor has, in the Owner's reasonable opinion, aggressively sought competition, if the bid opening is managed by the Owner, if notification of the Contractor's intention to bid is included in the public solicitation of bids for the bid package, and if the Contractor otherwise complies with RCW 39.10. In no event may the total value of subcontract work performed by the Contractor exceed thirty percent

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(30%) of the MACC negotiated as part of the GMP Amendment. The Contractor must provide staff to superintend and manage Work it performs in subcontract bid packages with individuals separate and distinct from the staff involved in the overall management of this Contract. The Contractor shall coordinate subcontract bid package Work it performs with the Work of Subcontractors.

.6 The Contractor shall require a bid bond from Subcontractors bidding Work expected to cost more than $300,000, and all Subcontractors awarded a subcontract in excess of $300,000 shall provide a performance and payment bond for the subcontract amount. The costs of such Subcontractor bonds must be included within the Subcontractor's bid price.

.7 The Contractor's solicitations of subcontract bid packages shall be made in accordance with the following procedures:

.1 A representative from the Owner will be present at each bid opening to observe the procedure.

.2 The Contractor shall advertise solicitations for bids at least fourteen (14) days in advance of the bid opening date in the Columbian and Portland Daily Journal of Commerce. In addition, Contractor shall post a notice on the OMWBE website of the bid opportunity.

.3 Bidders may obtain the bid results by telephone from the Contractor.

.4 Responsiveness requirements and bidding procedures will be described in each solicitation and shall be reviewed with the Owner prior to advertising a bid package solicitation.

.8 The services performed by the Contractor in soliciting subcontract bid packages are covered under the Preconstruction Services Fee for packages bid prior to the GMP Amendment, and shall be covered by the Specified General Conditions for all packages bid subsequent to execution of the GMP Amendment.

.9 The Contractor shall ensure compliance with RCW 39.10 and 39.04.350 and with all the above requirements for Subcontractor solicitation, and subcontracts shall conform to the requirements of RCW 39.10 and 39.04.350.

.10 The Contractor shall promptly contract with the selected bidder, and in no case longer than forty-five (45) days unless otherwise approved by Owner, and shall promptly deliver a copy of each subcontract to the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee, except for any contracts awarded under RCW 39.10.385 which shall include a maximum allowable subcontract cost. If a Subcontract is awarded under RCW 39.10.385, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor, and these Subcontractors shall be audited prior to final payment in accordance with Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Contractor and any cost-reimbursable Subcontractors shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. This requirement also applies to any Subcontractor of any tier that submits a Claim. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, including electronically, the Contractor's and Subcontractors' original records and accounts, including complete documentation supporting accounting entries, books, ledgers, computerized records, daily reports, emails, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract, the Project, or any Claim. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Contractor and its Subcontractors shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted in compliance with the Contract Documents to the Owner by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Contractor's submission of this Application constitutes a certification that the Work is current on the Construction Schedule, unless otherwise noted on the Application. The Application shall be in a form acceptable to the Owner.

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§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 11.1.3 Applications for Payment

§ 11.1.3.1 Draft Application. By the twenty-first (21st) day of each month, the Contractor shall submit to Architect and Owner a report on the current progress of the Work, projected to the end of the month, as compared to the Contractor's Construction Schedule, an updated Construction Schedule, and a draft, itemized Application for Payment for Work projected to the end of the month and prepared on AIA G 702 & G 703 forms or similar, approved by the Owner. This shall not constitute a payment request. The Contractor, the Architect and the Owner shall meet within the next five (5) days and confer regarding the current progress of the Work, projections, and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from Subcontractors of any tier, lien releases, and certified payroll records, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

§ 11.1.3.2 Payment Request. Within ten (10) days after the Contractor, the Owner, and the Architect have met and conferred regarding the updated draft application for payment, and the Contractor has furnished all progress information required and all data requested by the Owner or Architect under Section 11.1.3.1 above, the Contractor has submitted current meeting minutes, daily reports, as-built drawings and commissioning logs (if requested) and an updated (bar chart) Construction Schedule, the Contractor may submit a payment request in the agreed-upon amount, in the form of an itemized Application for Payment, for Work properly performed during the prior calendar month on City specified forms or similar, form supplied or approved by the Owner, along with a lien release on a form approved by the Owner from each Subcontractor for whose Work the Owner paid the Contractor for the prior month. The Application shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made. Any payment request shall not be valid unless it complies with the requirements of the Contract Documents and the Contractor submits all documentation required by the Contract Documents. The submission of the Application for Payment constitutes a certification that the Work is current on the Construction Manager's Construction Schedule, unless otherwise noted on the Application for Payment.

§ 11.1.3.3 Payment. See Section 9.6.1 of the revised General Conditions.

§ 11.1.3.4 Disputed Amounts. If the Contractor believes it is entitled to payment for Work performed during the calendar month under review, in addition to the agreed-upon amount, the Contractor may, also within seven (7) days after the meeting in Section 11.1.3.1, submit along with the approved Application for Payment a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount sought.

§ 11.1.3.5 Stored Materials. If authorized by the Owner, an Application for Payment may include a request for payment for material delivered to the Project site and suitably stored and for completed preparatory Work. An Application for Payment may include a request for payment for material stored off the Project site if authorized in writing by the Owner and provided that the Contractor complies with or furnishes satisfactory evidence of the following:

.1 The material will be placed in a bonded warehouse that is structurally sound, dry, lighted, secure and suitable for the materials to be stored; temperature conditioned as needed determined by items being stored per manufacturer's recommendations.

.2 The warehouse is approved in writing by the Owner. The Owner generally will not approve locations beyond a 25-mile radius of the Project absent special circumstances.

.3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project, clearly labeled and tied to a detailed itemized inventory list).

.4 The Contractor furnishes the Owner a certificate of insurance extending the Contractor's insurance coverage for damage, fire and theft to cover the full value of all materials stored, or in transit.

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.5 The warehouse (or secure portion thereof) is continuously under lock and key, and only the Contractor's authorized personnel shall have access.

.6 The Owner shall at all times have the right of access to stored materials in the possession of the Contractor.

.7 The Contractor assumes total responsibility for the stored materials.

.8 The Contractor furnishes to the Owner proofs of title bearing the Owner's name, satisfactory evidence that the Contractor has paid for the materials in question, certified lists of materials stored, bills of lading, invoices, photographs and other information as may be required, and shall also furnish notice to the Owner when materials are moved from storage to the Project site.

§ 11.1.4 With each Application for Payment, the Contractor shall submit the reports required in Section 3.3 and its current detailed computerized substantiation (such as a detailed job cost report) and lien releases; the Contractor shall also submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence if requested by the Owner or Architect. The Contractor may be required to account on a monthly basis as part of its Application for Payment for the Cost of the Work for certain portions of the Project that the Owner defines prior to setting the GMP – such Costs of the Work will include allocation of Specified General Conditions as well as building system and other shared costs. Upon request, the Contractor shall demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee, plus (3) payrolls for the period covered by the present Application for Payment.

§ 11.1.4.1 As a part of its Application for Payment, the Contractor shall promptly, following the date of execution of the GMP Amendment, prepare a comprehensive list of equipment that it anticipates to use on the Project, whether owned or rented. The Contractor shall maintain and submit to the Owner monthly a detailed equipment inventory of all equipment it has purchased and charged as a Cost of the Work or job-owned through aggregate rentals and shall prepare an equipment rental report that identifies the equipment rented for the month and identifies the source of the rented equipment. The inventory shall include (1) the original acquisition cost and date, (2) the Owner-approved fair market value of the equipment when first used on the Project, and (3) the final disposition.

§ 11.1.5 At least thirty (30) days before the first Application for Payment, the Contractor shall submit to the Owner and Architect a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. These schedules, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Each Application for Payment shall be based on the most recent Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire GMP among the various portions of the Work, except that the Contractor's Fee, Negotiated Support Services, Specified General Conditions, and Contingency shall be shown as single separate items. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.

§ 11.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of the revised General Conditions, subject to approval limits and process defined by Owner's Change Order policy;

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.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Contractor's Fee. The Contractor's Fee shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;

.6 Subtract amounts, if any, for which the Architect or Owner has withheld or nullified a Certificate for Payment or the Owner has withheld payment as provided in Section 9.5 of the revised General Conditions;

.7 Subtract the statutory retainage of five percent (5%) of the completed Cost of the Work (items .1 - .6 above) as a fund for the protection and payment of the claims of any person or entity arising out of the Work and the State with respect to taxes, pursuant to RCW 60.28, if a retainage bond is not presented.

.8 Subtract the amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a Certificate for Payment as provided in Article 9 of the revised General Conditions; and

.9 Subtract the amount for Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the revised General Conditions.

§ 11.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 11.1.9 In taking action on the Contractor's Applications for Payment, the Architect and Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect or Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 11.1.4 or other supporting data; that the Architect or Owner has made exhaustive or continuous on-site inspections; or that the Architect or Owner has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner. Payment by the Owner shall not constitute final approval of the Work done or the amount due.

§ 11.1.10 The Contractor shall obtain Affidavits of Wages Paid from each Subcontractor of any tier following the Subcontractor's completion of its Work on the Project.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum including incentive or reduction for Apprenticeship program, if applicable except for statutory retainage, shall be made by the Owner to the Contractor within 30 days of the Owner's Final Completion of all the Work under the Contract, which shall occur when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of the revised General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work (including final accountings from any cost reimbursable Subcontractors) and a final Application for Payment;

.3 Final Completion has been achieved;

.4 a final Certificate for Payment has been issued by the Architect; and

.5 the requirements for Final Acceptance in the revised General Conditions are met.

.6 Affidavit of Wages Paid forms have been approved for the Contractor and each Subcontractor of any tier.

The Owner's final payment to the Contractor shall be made in accordance with the Contract Documents.

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§ 11.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting (including the final accounting of any mechanical and/or electrical subcontracts under RCW 39.10.385) within 60 days after delivery of the final accounting to the Architect and Owner by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 11.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the revised General Conditions. The time periods stated in this Section supersede those stated in Section 9.4.1 of the revised General Conditions. Neither the Architect nor the Owner is responsible for verifying the accuracy of the Contractor's final accounting. The Owner's final accounting shall not preclude or in any way limit the Owner from exercising its rights of audit under other provisions of this Contract.

§ 11.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to invoke the dispute resolution procedure of Article 15 of the revised General Conditions. Commencement of the dispute resolution procedure for the disputed amount shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to commence the dispute resolution procedure within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the undisputed amount in the final Application for Payment.

§ 11.2.4 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Section 7.1.1 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Disputes

All Claims shall be brought and resolved in accordance with Article 15 of the revised General Conditions.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the GMP Amendment

§ 13.1.1 If the Owner and the Contractor do not reach an agreement on the GMP, which agreement can only be established through execution of the GMP Amendment by both parties, the Owner may terminate this Agreement upon not less than seven days' written notice to the Contractor, and the Contractor may terminate this Agreement, upon not less than seven days' written notice to the Owner. Notwithstanding anything herein to the contrary, the Owner shall maintain the right to terminate for cause or convenience as described in Article 14 of AIA Document A201, as revised.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Contractor shall be compensated for Preconstruction Phase services and Work reasonably and necessarily performed prior to receipt of a notice of termination, not to exceed the approved Preconstruction Services costs, in accordance with the terms of this Agreement. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the GMP Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Contractor for the Owner's convenience and without cause, or for cause, and the Contractor may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017, as revised.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Contractor shall be equitably compensated for Preconstruction Phase services and Work reasonable and necessarily performed prior to receipt of a notice of termination. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the GMP Amendment, the Owner shall pay to the Contractor an amount calculated as follows, which amount shall be in addition to any compensation paid to the Contractor under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

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.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services; and

.4 Adjust for statutory retainage in accordance with RCW 60.28.

§ 13.1.6 The Owner shall also pay the Contractor fair compensation, to the extent permitted in Sections 7.1 through 7.8 and not excluded by Section 7.9 of this Agreement, either by purchase or rental at the election of the Owner, for any equipment purchased solely for the Project and now owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Contractor for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated and unless the Owner has already paid the Contractor for such related costs. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Contractor will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Contractor the costs necessarily incurred by the Contractor because of such termination but only if the Owner authorized the execution of the Subcontract or if the Owner and Contractor executed a GMP Amendment covering that Subcontractor's portion of the Work.

§ 13.2 Termination or Suspension Following Execution of the GMP Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as revised. This Section 13.2 applies after the Owner and Contractor have executed the final GMP Amendment, not initial Early Bid Package Amendments (commonly referred to as mini-MACCs). Any termination prior to the execution of the final GMP Amendment shall be addressed through Section 13.1.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A201–2017, as revised.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience the Owner shall pay the Contract a fee in accordance with Article 14 of AIA Document A201–2017, as revised

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as revised; in such case, the GMP and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, as revised, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017, as revised, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, as revised, neither party to the Contract shall

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assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.3 Insurance and Bonds
§ 14.2.1 The Contractor shall maintain the insurance and provide bonds as set forth in the Contract Documents, including Article 11 of the revised General Conditions.

§ 14.3 Project Information.
§ 14.3.1 The Contractor and all Subcontractors shall submit Project information required by the state Capital Projects Advisory Review Board.

§ 14.4 Permits, Fees and Notices
§ 14.4.1 The Owner will obtain and pay directly for any permits and governmental fees listed as the Owner's responsibility in the Specifications. Except for Subcontractor permits and fees, the Contractor shall obtain all additional permits and licenses necessary for the execution of the Work and pay all permit, utility, miscellaneous, and ancillary fees required. The costs of such permits and licenses shall be as an allowance in the Negotiated Support Services, except for Subcontractor permits, fees, and licenses which costs shall be included within the subcontract bid packages. Subcontractor bid packages shall include all permits and fees necessary for such Subcontractors to perform their work, including without limitation all fees, licenses, permits, plan check fees for deferred submittals, application fees and review fees for any and all shop drawings or bidder designed systems, any inspection fees not covered by the initial building permit fee, including reinspection fees, government fees, Department of Labor and Industries fees, renewals and penalties, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work. The Owner will not pay, and the Contractor will not be reimbursed for, license fees or any renewals or penalties. Any such costs not paid for by the Owner shall be covered by the Specified General Conditions.

§ 14.4.2 The Contractor shall coordinate and schedule all Work with permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority as necessary to timely obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work.

§ 14.4.3 The Contractor will be responsible for providing information to the Department of Labor and Industries and/or local jurisdiction.

§ 14.4.4 The Contractor will be responsible for any renewals of and penalties arising from the building permit and other permits and governmental fees.

§ 14.4.5 The Contractor shall provide copies of all approved permits to the Owner within 5 business days of receipt of such permits.

§ 14.4.6 Prior to Final Acceptance, the approved, signed permits shall be delivered to the Owner. Certificates of inspection, use, and occupancy shall be delivered to Owner upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved Construction Schedule.

§ 14.4.7 In the event of any conflict between the permit requirements and the Contract Documents, the requirements of the permit shall take precedence and Contractor shall not be entitled to any change in the Contract Sum or Contract Time.

§ 14.5. E-Verify: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

ARTICLE 15 SCOPE OF THE CONTRACT
§ 15.1 This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Contractor.

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§ 15.2 The following documents comprise the Contract:

.1 AIA Document A133™–2019, as revised, Standard Form of Agreement Between Owner and Contractor as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a GMP
.2 AIA Document A133™-2019, Exhibit A, GMP Amendment, if executed
.3 AIA Document A201™–2017, as revised, General Conditions of the Contract for Construction
.4 Other documents, if any, listed below:

RFP dated November 15, 2024
RFFP dated March 3, 2025
Contractor's Response to RFP dated January 15, 2025
Contractor's RFFP Final Proposal Form dated March 25, 2025
Contractor's Schedule dated _____
Addenda 1 through 2
Exhibit 1 – Pre-Construction Work Plan
Exhibit 2 – Cost Responsibility Matrix

This Agreement is entered into as of the day and year first written above.

CITY OF VANCOUVER
A municipal corporation

Signed by:
C084EA446CF9483...
Lon Pluckhahn, City Manager

6/13/2025
Date

Attest:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C6F7FA2AC4D4...
Nena Cook, City Attorney

CONTRACTOR:
Skanska USA Building Inc

Signed by:
94B32D9737024EA...
Signature

Brian Urban — VP / Account Manager
Printed Name /Title

6/10/2025
Date

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Vancouver Public Works Operations Campus, 8713 NE 94th Avenue, Vancouver, WA 98662

THE OWNER:
(Name, legal status and address)

City of Vancouver, PO Box 1995, Vancouver WA 98668-1995

THE ARCHITECT:
(Name, legal status and address)

TFC Architecture, 124 N I St, Tacoma WA 98403

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner or Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (although the Owner does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier), (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction services and administrative procedures required by the Contract Documents, whether completed or partially completed and whether new construction or modification of existing structures, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. Where the Work requires construction that modifies or interfaces with existing structures, the Contractor shall ensure that the Work is compatible and interfaces with the as-built conditions of the existing structures.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, the Project Manual, studies, surveys, models, sketches, drawings, specifications, and other similar materials through which the Work to be executed by the Contractor is described.

§ 1.1.8 Project Manual

The Project Manual is a volume or volumes usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, Specifications, and other related materials such as construction details and schedules.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results and design intent.

§ 1.2.2 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.3 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade, nor shall it remove the Contractor's obligation to complete all of the Work when coordination between the Specifications and the Drawings or coordination between subcontracts is required.

§ 1.2.4 Unless otherwise stated in the Contract Documents, words not defined in the Contract Documents that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.5 If the Contractor discovers that the Specifications, Drawings, or Project Manual fail to particularly describe the material or kind of goods to be used in any place or discovers an inconsistency or ambiguity between the Specifications, Drawings, or Project Manual or an inconsistency or ambiguity arises internally within the Specifications, Drawings, or Project Manual, then the Contractor shall make inquiry of the Architect as to what is best suited. Upon review and acceptance by Owner and Architect, the material that a competent contractor, having participated in a preconstruction phase and following accepted construction industry standards, would use in its place to produce first quality finished Work shall be considered a part of the Contract without adjustment to the GMP or Contract Time. If the Contractor discovers such an inconsistency or ambiguity and fails to notify the Architect, there shall be no adjustment to the GMP or Contract Time.

§ 1.2.6 In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority, with an Addendum or a revision to a Contract Document having precedence over the original document and later Addenda having precedence over earlier:

.1 Agreement (revised A133-2019, including exhibits) (written amendments having precedence)
.2 Any Supplementary Conditions
.3 These revised General Conditions (A201-2017)
.4 Any Special Conditions
.5 Specifications
.6 Drawings (large-scale having precedence over small-scale, and written or computed dimensions having precedence over scaled dimensions)
.7 RFP and RFFP Documents
.8 Material and Systems Schedules

In the event that Work is shown on Drawings but not contained in Specifications, the Work as shown shall be provided at no change in the GMP or Contract Time, according to specifications to be issued by the Architect that are consistent with and reasonably inferable from the Work shown on the Drawings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in this document, (3) the titles of other documents published by the American Institute of Architects, or (4) published codes and standards.

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§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation. Specification and Drawing notes may include incomplete sentences where words such as "shall," "shall be," "the Contractor shall," and similar phrases shall be supplied by inference. The term(s) "approved," "or approved" and "as approved" mean approved by the Architect, and by any governing codes and officials, and by any quality standards specified as applicable to the work in question. "As directed" means as directed by the Architect or the Owner. The term "provide" means to furnish and install. The term "as required" or "as necessary" means as required by applicable codes or standards, and/or as may be required for proper completion of the work. Divisions and Sections included are listed in the "Table of Contents," together with the number of pages in each Section. The Contractor shall check its copies of the Specifications with the "Table of Contents" to ensure that they are complete

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall, subject to any right of the Owner, be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will, subject to any right of the Owner, retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work under the Contract Documents and with respect to the Project. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. All copies of the Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Contractor may retain one record set. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

Contractor acknowledges that drawings, specifications, Instruments of Service, or any other information or documentation that Contractor receives in digital form, including but not limited to any building information model, may contain transmission or translation errors and are issued for convenience only, and thus Contractor may only rely upon hard copy documents and digitally signed pdfs. Any electronic files other than digitally signed pdf files may be provided for the convenience of the Contractor only. Neither the Architect nor the Owner shall be liable for any inaccuracy or incompleteness in information contained in an electronic copy other than digitally signed pdf files of an Instrument of Service. Electronic files other than digitally signed pdf files are not Contract Documents and cannot be relied upon as identical to the Contract Documents. Use of information contained in electronic files other than digitally signed pdf files is at the Contractor’s risk and without liability to the Architect or the Owner. The Contractor may be required to execute the Architect’s electronic document release to obtain the Instruments of Service other than hard copy and digitally signed pdf files. To the extent that the Contractor or its Subcontractors of any tier create building information models for the Project, Contractor shall share such building information models with the Owner upon Substantial Completion.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner of this Project is the City of Vancouver. The Owner shall designate in writing one or more Designated Representative(s) who is/are authorized in writing to act on behalf of Owner with respect to specific Owner rights and responsibilities under the Contract. No officer, agent, representative, or employee of the Owner shall be personally responsible for any liability arising under the Contract.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 14.4 of the Agreement, the Owner shall secure and pay for necessary environmental approvals, easements, assessments and related charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor is responsible to secure and pay for licenses and all other permits, subject to Section 14.4 of the Agreement.

§ 2.2.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative and does not include any employees of the Owner.

§ 2.2.3 If the employment of the Architect terminates, the Owner shall employ a successor and whose status under the Contract Documents shall be that of the Architect.

§ 2.2.4 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor should assume that the locations of any underground or hidden utilities, active or abandoned underground tanks, plumbing or electrical runs indicated in the survey or Contract Documents are shown in approximate locations, but the Contractor is responsible for making all utility location checks and verifications. The Contractor is responsible for performing all utilities investigation and location work to determine the precise locations thereof. The Contractor shall not damage or interrupt utilities or utilities services of any kind. The Contractor shall bear the risk of loss arising out of its Work which directly or indirectly damages or interrupts any utilities or utilities services, or causes or contributes to damages of any nature, except in the case where the loss resulted because the utility location information provided by Owner or Utility Provider was inaccurate.

§ 2.2.5 The Owner shall, upon reasonable written request, furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.6 Unless otherwise provided in the Contract Documents, upon written request the Owner shall furnish to the Contractor one digital copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly or materially fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of itself or the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue to make reasonable progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In the event such deficiencies threaten the health or safety of the Owner's employees or occupants, or exist within fourteen (14) calendar days of the date on which the Owner is scheduled to begin operations at the Project, the Owner may immediately proceed to

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correct such deficiencies without notice. In either such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. The right of the Owner to correct the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The Owner's exercise of its rights under the Section shall not adversely affect any warranties applicable to the Project.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved or accepted pursuant to Section 3.12.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract and the GMP Amendment by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated its personal observations with the requirements of the Contract Documents. By executing this Contract and the GMP Amendment, the Contractor represents and acknowledges that the GMP is reasonable compensation for all the Work, that the Contract Time is adequate for the performance of the Work, and that it has carefully examined the Contract Documents and the Project site, including any existing structures and access thereto, and any drawings of the existing conditions available from the Owner, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, products, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface conditions and other foreseeable matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, local regulations, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, utilities, drainage; availability and condition of roads; normal climatic conditions and season; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Contractor to fully acquaint itself with any such condition or matter shall not in any way relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents and within the Contract Time and the GMP and shall not be the basis of a Claim.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.4, shall take field measurements and verify any existing conditions, including all general reference points and any interfering existing conditions, related to that portion of the Work, and shall observe any conditions at the site affecting it and shall carefully compare and verify such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors,

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omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. The Contractor shall comply with all applicable federal, state, county and city laws, ordinances, rules and regulations, including, but not limited to, the latest applicable versions of:

.1 International Building Code (with Washington State amendments);
.2 Uniform Plumbing Code;
.3 Uniform Mechanical Code;
.4 International Fire Code;
.5 National Electrical Code;
.6 Washington State Energy Code;
.7 Washington State Rules and Regulations for Barrier-Free Design;
.8 Americans With Disabilities Act (ADA);
.9 American National Standards Institute (ANSI A117.1)
.10 Federal and State Safety Codes as adapted and/or modified by State and Local Ordinances; and
.11 Any applicable municipal codes.

§ 3.2.4 Subject to the restrictions in Sections 3.2.4 and 3.2.4.1.4 of the Agreement as to what constitutes a compensable design error or omission, if the Contractor believes that additional cost or time is involved because of any design errors or omissions or inconsistencies noted by the Contractor, or clarifications or instructions issued by the Owner or Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit any Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.5, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Owner and the Architect. If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents or reports referenced therein without such notice to the Owner and the Architect, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

§ 3.2.5 Any investigations of hidden or subsurface conditions by Owner or its consultants have been made for design purposes. There is no guarantee, express or implied, that the conditions indicated are representative of those existing throughout the site or that unforeseen developments may not occur. Contractor is solely responsible for reasonably interpreting the information and extrapolating beyond the testing location, including each individual boring, test pit or other location. At Owner's request, Contractor shall make available to Owner the results of any site investigation, test borings, analyses, studies, or other tests conducted by or in possession of Contractor or any of its agents. Contractor represents that it is familiar with the Project Site and has reviewed all information made available to Contractor or listed in the Contract Documents, including the soils report and civil plan referred to therein concerning the conditions of the Project Site. Contractor shall undertake such further investigations and studies as may be necessary or useful to determine Project conditions with pre-approval from Owner. Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.

§ 3.2.6 The Contractor shall do no work, except work related to means and methods and temporary controls, without applicable Drawings, Specifications, or written modifications or, where required, Shop Drawings, Product Data, or Samples, unless instructed to do so in writing by the Architect and the Owner.

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§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, assembly details and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall review any such specific instructions concerning construction means, methods, techniques, sequences, assembly details or procedures, shall evaluate the jobsite safety thereof, and shall advise the Owner and Architect (a) if the specified instruction or procedure deviates from what the Contractor considers to be good construction practice or jeopardizes jobsite safety, (b) if following the instruction or procedure will negatively affect any warranties, or (c) if the Contractor objects to the instruction or procedure. The Contractor shall propose alternative instructions or procedures acceptable to the Contractor, for which no increase in the GMP or Contract Time will be made. The Contractor shall not proceed with such alternative instruction or procedure without the written acceptance of the Owner and the Architect, and the Contractor shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's principals, agents, employees, Subcontractors of any tier and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors of any tier.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. Under no condition shall a section of Work proceed prior to preparatory work having been completed, cured, dried and otherwise made satisfactory to receive the related Work. Responsibility for timely installation of all materials and equipment rests solely with the Contractor, who shall maintain coordination control at all times. The Contractor shall require its Subcontractors of any tier to be familiar with all aspects of the Contract Documents related to their Work. The Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work that has been executed to receive its Work and has notified the Contractor (who shall notify the Owner and Architect in writing) of any defects or imperfections in preparatory work that will, in any way, affect satisfactory completion of the Work. The lack of such notification, or the failure of the Contractor to inspect such portions of the Work, shall constitute an acceptance of preparatory work and a waiver of any later claim of defect therein.

§ 3.3.4 The Contractor shall perform such detailed examination, inspection and quality control and surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents, including the then current issue of the Drawings, Specifications, and accepted Shop Drawings. The Contractor shall be responsible for examination, inspection and quality control and surveillance of all Work performed by any Subcontractor of any tier. The Contractor shall determine when it is necessary to perform, and shall perform, tests (as a Cost of the Work and in addition to those requested by the Owner or required by the Specifications or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents. The Contractor shall report known errors, omissions, or inconsistencies to the Architect and the Owner before commencing Work. Inspections by or on behalf of the Owner shall not constitute approval of the Work.

§ 3.3.5 The Contractor shall plan and lay out all Work in advance of installation so as to coordinate all Work without delay or revision. The Contractor is responsible for coordination of all the Drawings related to specific locations. The Contractor shall establish and maintain existing lot lines, restrictions, existing survey markers of any kind, and bench marks. The Contractor shall establish and maintain all other lines, levels and bench marks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. The Contractor shall employ a professional land surveyor registered in the State of Washington to initially lay out and be responsible for the accuracy of the Work and to create and submit to the Owner an as-built survey and accurate utility as-builts for use by the Owner. The Contractor shall provide an as-built surveyed site plan noting all site improvements, including but not limited to building corners, storm, sewer, drains, grade and invert elevations, edge of pavement, signs, markings, back of curb, and sidewalks.

§ 3.3.6 The Contractor's superintendent shall provide a Daily Report to the Owner for each work day during the Contract time, whether or not any Work is performed, and for each non-work day in which Work is performed on the site as more fully detailed Section 3.3.2.3 of the Agreement. The Daily Report shall be completed on a form approved by the Owner and Architect, and submitted to the Owner and the Architect on the work day following the day covered in the Report, as required by the Contract Documents.

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§ 3.3.7 Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, have no economic interest in any public works contract in violation of chapter 42.23 RCW (Code of Ethics for Municipal Officers - Contract Interests) and City of Vancouver Charter Section 11.07 (Personal Interest). Contractor shall remove, at its sole cost, any of its or its Subcontractors' employees if their continued participation would violate these provisions.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Unless stated otherwise in the GMP Amendment, to the extent that the Owner allows the Contractor to utilize the Owner's utilities, the Contractor shall install temporary meters to quantify the Contractor's required reimbursement to the Owner for those utilities.

§ 3.4.2 After the GMP Amendment has been executed, the Owner and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only as described in the Specifications and following the procedures of the Contract Documents. The written request must include the specifications for the material or product and any proposed change in the GMP or Contract Time. The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified (or if not equal or better in all respects, the Contractor shall identify such deficiencies), that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the GMP or Contract Time, that it has coordinated with affected Subcontractors, and the substitution will not impact other parts of the Work, and that it will coordinate the installation of the substitution if accepted and make all associated changes in the Work.

§ 3.4.2.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall remove from the Work and Work site any employee or other person who the Owner reasonably considers objectionable without change in the GMP or Contract Time.

§ 3.4.2.2 No employees of either the Contractor or any of its Subcontractors of any tier shall harass, intimidate, have physical contact with, or engage in other verbal or physical conduct or communication of a sexual, intimidating or harassing nature with employees, nor create an intimidating, hostile or offensive environment. The Contractor shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the GMP or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section. Failure to comply with these requirements is grounds for immediate termination of the Contract for cause.

§ 3.4.3 The Contractor shall develop and administer a system for maintaining site security and tracking all individuals with access to the Project site. All contractors, suppliers, and visitors who come onto the Project site shall be required to display an identification badge or sticker on their person (such as a hard hat sticker), which shall be provided by the Contractor as part of the Contract Sum. The Contractor shall coordinate the distribution of badges or stickers, shall maintain a list of all contractors, suppliers, and visitors with permission to be on the Project site (including identifying any personnel required to have a background check pursuant to Section 3.4.2.1 above), and shall make such list available to the Owner or Architect upon request. All badges or stickers shall include a personal identifier (such as a numerical designation), correlated with the Contractor's list of approved personnel and visitors, to allow the Owner or Architect to identify the contractor, supplier, or visitor

§ 3.4.4 Prevailing Wages

§ 3.4.4.1 Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The

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State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

https://secure.lni.wa.gov/wagelookup/.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for the pre-construction phase of this Project is Wednesday, January 15, 2025. Any Early Bid Packages that may be issued will utilize the preconstruction phase wage rates. Prevailing wage rates for the Construction Phase will be based on the signature dates of the GMP Amendment.

To the extent that there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the GMP. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request.

Mailing Address:	Department of Labor and Industries Prevailing Wage Office PO Box 44540 Olympia, WA 98504-4540
Telephone:	360-902-5335
Facsimile:	360-902-5300
Website:	https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates

§ 3.4.4.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Washington State Department of Labor and Industries, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

§ 3.4.4.3 The Contractor shall defend, indemnify and hold the Owner harmless, including attorneys' fees, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of Chapter 39.12 RCW ("Prevailing Wages on Public Works") and Title 51 RCW ("Industrial Insurance").

§ 3.4.5 The Contractor shall comply with all applicable provisions of Chapter 49.28 RCW ("Hours of Labor").

§ 3.4.6 Pursuant to Chapter 49.70 RCW ("Worker and Community Right to Know Act") and WAC 296-901 *et seq.*, the Contractor shall provide the Owner copies of and have available at the Project site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 3.4.7 All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards. At the completion of the Project, the Contractor shall submit Certificates of Asbestos-Free and of Lead-Free Materials, certifying that all materials and products incorporated into the Work meet the requirements of this section.

§ 3.4.8 The Contractor shall be responsible for labor peace on the Project and shall at all times use its best efforts and exercise its best judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances, and shall at all times maintain Project-wide labor harmony. The Contractor shall provide the Owner advance notice, to the extent possible, of any anticipated strikes.

§ 3.4.9 Materials shall conform to the manufacturer's standards in effect at the date of execution of the Contract Documents and shall be installed in strict accordance with the manufacturer's instructions, specifications and directions. The Contractor shall, if required in writing by the Owner or Architect, furnish satisfactory evidence

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regarding the kind and quality of any materials identifying thereon the source, and warranting their quality and compliance with the Contract Documents.

§ 3.4.10 Apprenticeship

§ 3.4.10.1 Pursuant to RCW 39.04.320, no less than fifteen percent (15%) of the Labor Hours shall be performed by apprentices, unless a different amount is permitted or otherwise required by law.

§ 3.4.10.2 Apprenticeship hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

§ 3.4.10.3 "Labor Hours" means the total hours of workers receiving an hourly wage who are directly employed on the site of the public works project. "Labor Hours" includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. "Labor Hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of Chapter 39.12 RCW.

§ 3.4.10.4 During the term of this Contract, the Owner may adjust the apprenticeship labor hour requirement if the Contractor has demonstrated to the satisfaction of the City that it has utilized good faith efforts to meet the established requirement. Good faith effort may be demonstrated by providing documentation that demonstrates one or more of the following scenarios:

.1 Apprentice retention issues;
.2 Apprentice to journeyperson ratio requirements;
.3 Classroom training resulting in less hours on the project;
.4 Added or deleted work affecting apprenticeship participation;
.5 Displace member of current workforce;
.6 Inability to find available apprentices;
.7 Conflict with federal requirements;
.8 Technical or prescriptive warranty work, or
.9 No available apprenticeship programs.

§ 3.4.10.5 The Contractor shall be entitled to a monetary incentive of $10,000 for meeting the goals identified in this Section 3.4.10. The Contractor shall be subject to a monetary penalty of $100 per labor hour for failure to meet the goals identified in this Section 3.4.10 if a good faith effort has been documented. The Owner cannot within existing resources identify an expected cost value to be included in the bid associated with failing to meeting the goals.

§ 3.5 Warranty

§ 3.5.1 Warranty shall be one (1) year from the Substantial Completion date. The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or explicitly permit otherwise. The Contractor further warrants that the Work will be performed in a skillful and workmanlike manner, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or explicitly permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. Unless such actions are caused by, or are the responsibility of the Contractor, the Contractor's warranty excludes remedy for damage or defect caused by abuse by the Owner, alterations to the Work not executed or supervised by or through the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance, final payment, and the correction period identified in Section 12.2. The Contractor shall secure, assign if requested by the Owner, and furnish directly to the Owner, all written warranties required by the Contract documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials or equipment for the Work and subsequently countersigned by the Contractor, which shall extend to the Owner all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work Warranty language shall comply with the Contract Documents and shall be submitted to the Owner and Architect at least thirty (30) days prior to ordering the warranted material or equipment.

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§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall secure, assign if requested by the Owner, and furnish directly to the Owner all written warranties required by the Contract Documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials for the Work, and subsequently countersigned by the Contractor, which shall extend to the Owner all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work. Prior to furnishing Owner with written guarantees and warranties, the Contractor shall provide copies to the Owner and Architect for review.

§ 3.5.3 At its sole cost and expense, Contractor shall promptly pay and perform, to the reasonable satisfaction of Owner or its transferee, any repairs required of Contractor, in fulfillment of the foregoing warranty obligations. Should Contractor fail to perform any non-emergency maintenance or repair required pursuant to this Subparagraph within fifteen (15) days of notice thereof from Owner or any transferee of Owner shall be entitled to recover directly from Contractor the cost thereof (including attorneys' fees) plus interest at the statutory rate thereon until repaid, immediately and upon demand by Owner therefore. Owner or its assigns shall be entitled to make emergency repairs to the Project whether or not within the warranty obligations of Contractor hereunder without providing Contractor prior notice thereof; provided however that notice and demand for repayment for such emergency repairs shall be provided to Contractor as soon thereafter as is reasonably practicable. Contractor's warranties shall be in addition to any manufacturer's warranties and Contractor agrees to assist Owner with prosecution of manufacturer's warranties. As used above, the term "defects" shall mean (a) any portions of the Work not in conformance with the Contract Documents or (b) any portion of the Work which is otherwise incomplete, defective, not performed in a sound an workmanlike manner, or not performed in accordance with applicable laws, rules, codes, and ordinances, orders, or similar binding pronouncement enacted by any local, state or federal government agency, bureau, department or government.

§ 3.5.4 The obligations under this section shall survive Final Acceptance.

§ 3.6 Taxes

The Owner will pay Washington State sales tax through the Contractor in addition to the GMP. Washington State sales tax shall not be included in the bid amount. The Contractor shall pay sales, consumer, use, B&O, income, and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect. Tariffs are not reimbursable and shall not increase the reimbursable Contract Sum regardless of when implemented.

§ 3.7 Fees, Notices and Compliance with Laws

§ 3.7.1 N/A

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall coordinate and schedule all Work with entities having jurisdiction over the site, permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall keep the Owner informed of communications from these authorities and utilities. The Owner will assist the Contractor with such coordination and scheduling, but the Owner is not responsible for any delays caused by such permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority. The Contractor shall be responsible for providing all information and documents to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority within 30 days after issuance of the Notice to Proceed as necessary to obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work. The Contractor is responsible for providing information and fees to the Department of Labor and Industries.

§ 3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in any soils reports made available to the Contractor by the Owner or in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the GMP or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing. Any Claim of the Contractor arising from the Architect's determination or recommendation shall be made in accordance with the dispute resolution procedure in Article 15. No increase to the GMP or the Contract Time shall be allowed if the Contractor knew or reasonably should have known of the concealed conditions prior to its executing the GMP Amendment.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall immediately notify the Owner and Architect by telephone and email. Upon receipt of such written notice, the Owner and Contractor shall promptly cooperate with each other and take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations that may affect the human remains, burial markers, archaeological sites or wetlands until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the GMP and Contract Time, if any, arising from the existence of such remains or features shall be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the GMP all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has made reasonable and timely written objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, except sale tax on progress payments, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the GMP but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual, reasonable costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, except where the allowance is based upon a unit price specified in the Agreement.

Allowances are defined in the Contract Documents due to the uncertainty in the scope, price and quantity of the Allowance items at the time the Contract was executed. Whenever actual costs are more or less than the Allowance, the GMP will be adjusted accordingly by Change Order. The Contractor must provide the Owner with written notice of its intent to exceed an Allowance amount, with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs) before exceeding an Allowance amount.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with sufficient time to avoid delay in the Work.

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§ 3.9 Project Management Staff

§ 3.9.1 The Contractor shall employ a competent, computer literate, and experienced project manager, project engineer, superintendent and necessary assistants as identified in the Contractor's proposal who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor shall use an experienced superintendent, who shall be an employee of the Contractor and shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight hours per day, five days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents or unless Final Completion is attained. The project manager shall also be an employee of the Contractor.

§ 3.9.2 The project manager, project engineer, and superintendent shall be employees of the Contractor, one or more of whom shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight hours per day, five days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, or termination of the Contract in accordance with the Contract Documents or unless Final Completion is attained. After Substantial Completion, a qualified, experienced representative of the Contractor with authority to bind the Contractor shall remain on site as needed until Final Completion is attained. Similarly, appropriate Subcontractor supervisory personnel (foreman level or above) shall also be present at the Project site whenever Subcontractor Work of any tier is being performed whether before or after Substantial Completion. Neither the superintendent nor the Contractor's project manager or project engineer shall be changed without the approval of the Owner, which shall not be unreasonably withheld. The Contractor's superintendent shall not be employed on any other project during the course of the construction Work.

§ 3.9.3 Within ten (10) days after issuance of the conditional Notice to Proceed, the Contractor shall furnish to the Owner and Architect:

.1 A chain-of-command organizational chart which includes all supervisory personnel, including the project manager, the project engineer and the superintendent, assistant superintendent and lead foreman, that the Contractor intends to use on the Work. The chart shall specify any limits of authority for each person, including any limitation on his or her ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, Contract Time, and issues affecting quality of the Work.

.2 Complete resumes, including all past and current projects, for the project manager, project engineer, and superintendent. The Owner reserves the right to reject personnel reasonably believed to be unsuitable or incompatible for the Project. The Contractor shall replace any rejected personnel with an agreeable replacement at no increase in the GMP or Contract Time.

.3 A list of telephone numbers for all key personnel of the Contractor and its principal subcontractors for purposes of contacting personnel after hours in the event of an emergency. The list shall be periodically updated as necessary to ensure the Owner has the most current information.

§ 3.9.4 The individuals identified in response to Section 3.9.3 shall be the same as those identified in the Contractor's RFP response. Contractor shall not change the superintendent, project manager, project engineer, or any individual identified in the Contractor's RFP response without the Owner's consent, which shall not unreasonably be withheld or delayed. The Owner reserves the right, after consultation with the Contractor, to require the Contractor to replace a superintendent, project engineer, project manager or other assistants if the Owner determines that such replacement is in the best interests of the Project. The Owner shall exercise such right in a reasonable manner. The Owner shall be entitled to exercise the same rights concerning any replacement.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, submit a preliminary draft preconstruction and construction schedule. The Contractor, following execution of the GMP Amendment, shall submit for the Owner's and Architect's information a preliminary Contractor's construction schedule for the Work (as approved, the "Construction Schedule") consistent with the requirements of the Contract Documents. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be revised at least monthly and as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall request payment for the monthly update line item with each Application for Payment, based upon the percentage completion

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of the Project. For any month that the Contractor fails to submit an updated Construction Schedule, the Contractor shall not be entitled to any payment for scheduling for that month, and the percentage of the scheduling line item represented by that month's percentage of completion of the Work shall be permanently deducted from the GMP by Change Order.

§ 3.10.1.1 The Contractor shall promptly notify the Owner and Architect in writing of any proposed change in the Construction Schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Construction Schedule, and the action being taken to correct the delay. Notification of potential delay does not constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time. The Contractor shall comply with Article 15 with regard to any delays that it believes are the responsibility of the Owner or are otherwise the subject of a Claim for additional Contract Time.

§ 3.10.1.2 If any proposed Construction Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Dates of Substantial Completion established in the Contract Documents (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and Substantial Completion of the Work as a whole in accordance with the Substantial Completion date. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the approved Construction Schedule.

§ 3.10.1.3 To the extent that the Contractor or any Subcontractor or material supplier of any tier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the approved Construction Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts without additional costs to the Owner.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule in accordance with the Contract Documents, shall submit a submittal schedule for the Architect's and Owner's approval. The Architect's and Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated and submitted with the Construction Schedule, and (2) allow the Architect and Owner reasonable time to review submittals in accordance with the Specifications and submittal procedures. The Contractor shall contemporaneously provide the Owner with a copy of all submittals. The Contractor should expect a response time of at least fourteen days for the Architect's review and at least twenty-one days for review by the Architect's consultants. Complex, inter-related or multiple submittals will often take longer. Neither the Owner nor the Architect can guarantee response times from governmental authorities, such as permitting agencies or review of any required deferred submittals. If the Contractor fails to submit and update a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in GMP or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect and shall promptly notify the Owner of any substantial deviations from those schedules. The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work, in the form of a precedence diagram and activity listing and time-scaled, all in accordance with the Contract and within the Contract Time. The Contractor shall utilize scheduling software for its CPM scheduling. The Schedule shall be resource loaded and provided to the Owner in electronic, readable format. It shall include the Date of Commencement, any milestone dates identified in the Specifications, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Schedule shall be updated monthly and submitted with the Contractor's Application for Payment. The Critical Path shall be clearly indicated on the Contractor's Construction Schedule.

§ 3.10.4 The Contractor shall not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the GMP, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Schedule. To ensure that the Owner is substantively aware and effectively able to mitigate any Project delays, the Contractor shall not be entitled to any extension of time, compensable or

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otherwise, for any delay that occurred during any time the Contractor has not timely submitted an updated Construction Schedule as required by the Contract Documents.

§ 3.10.4.1 Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the Owner, and may be used by the Owner in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the Owner. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the GMP, or to any additional payment of any sort by reason of the Owner's use of float time between the end of the final construction activity and the final completion date or be reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

§ 3.10.5 The Contractor shall attend and participate in and ensure applicable Subcontractors of any tier attend and participate in:

.1 A preconstruction meeting;
.2 Regular weekly on-site Project status meetings scheduled by the Owner or Architect to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Architect's approvals, and generally to keep the Owner and Architect informed and involved in the progress of the Project; and
.3 Other meetings scheduled from time to time by the Owner or by the Architect to review progress of the Work and other pertinent matters.

§ 3.10.6 Should the Contractor fail to meet any scheduled date as shown, the Contractor shall, upon request, be required at its own expense to submit within ten (10) days of the request a revised proposed schedule and at its own expense to increase its work force and working hours (*e.g.*, through weekends, overtime and additional shifts) to bring the actual completion dates of the activities into conformance with the approved Construction Schedule. The Contractor shall also submit a revised proposed schedule at its own expense (a) with each of its applications for payment and (b) within ten (10) days of notice from the Owner or Architect that the sequence of work varies significantly from that shown on the Construction Schedule. The revised proposed schedule will be reviewed at the construction site one (1) week prior to the due date of the Contractor's monthly application for payment. If requested by the Owner, the Contractor shall provide copies of two (2) tabular reports: (a) a total float report clearly indicating the current critical path through project completion, and (b) a report of activity sorted by early start dates commencing with the previous update and including all undated activities during the previous month. Actual progress of the previous month will be recorded and incorporated into the update. The Owner may withhold any progress payment until such time as the Contractor has provided an approved revised Construction Schedule in a form satisfactory to the Owner and Architect.

§ 3.10.7 The activities defined in the Construction Schedule shall represent the planned durations in anticipation of normal manpower and equipment utilization and durations of whole working days. No activity duration shall exceed fifteen (15) working days unless approved by the Owner for non-construction activities such as procurement, delivery or submittal activities. All durations shall be determined based upon resource planning under contractually defined onsite work conditions. All durations shall be of whole working days. In calculating activity durations, normal inclement weather shall be considered. The Contractor shall schedule the Work to minimize the effect of weather. The Contractor shall also protect the Work site from the effects of weather or take other necessary measures such that the Work can be completed within the time established in the Contract and include these provisions in the Construction Schedule as appropriate.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at least weekly and make available, at the Project site, a record set of the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the record set of the approved or accepted Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The location of all existing or new hidden piping, valves, conduit, cabling and utilities, as located during the course of construction, shall be appropriately marked until the actual field location dimensions and coordinates are incorporated on the as-built

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drawings, and mechanical and electrical deviations and changes shall be included. The documents shall include all Architectural, Mechanical, Electrical, Structural, Landscape, and Civil as-built drawings, whether changes occur or not, using Owner-approved CAD software. These documents, as well as the approved permit set of plans, shall be available to the Architect and Owner at the site and reviewed with them on a weekly basis. Upon Final Completion of the Work, the Contractor shall transfer all as-built information in a clear and legible manner as described in the Contract Documents and in compliance with all requirements of local governmental entities, shall certify in writing that these documents reflect complete and accurate "as-built" conditions and shall deliver the following in a clear, clean and legible manner and in compliance with all requirements of local governmental authorities: (i) complete, integrated copies of the documents in both paper form in good condition and in electronic form in the same format as originally created by the Architect; (ii) the approved permit set of plans; and (iii) the full-size record documents, Shop Drawings, Specifications, Addenda, maintenance manuals and warranties to the Architect for submittal to the Owner in accordance with the provisions of the Contract Documents. Satisfactory maintenance of up-to-date as-built drawings on a monthly basis will be a requirement for approval of progress payments.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples and/or assemblies or mock-ups that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is for the Contractor to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review and acceptance or approval of such submittals by the Owner or Architect is subject to the limitations of Section 4.2.7 and shall not constitute an approval or acceptance of the Contractor's means and methods or a waiver or modification of any requirement of the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be (but are not required to be) returned by the Owner or Architect without action.

§ 3.12.5 The Contractor shall be responsible for tracking the status of submittals. The Contractor shall review for compliance with the Contract Documents, note any deviations from the Contract Documents, approve in writing, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule accepted by the Owner and Architect or, in the absence of an accepted submittal schedule, with reasonable promptness and frequency and in such sequence and uniform flow rate consistent with the submittal schedule as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. The Contractor shall notify the Owner and Architect of any expedited review required. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action, which will not constitute an Owner-caused delay to the Contractor. At the time of submission, the Contractor shall inform the Architect in writing if expedited review is requested or if there is any deviation in the Shop Drawings, Product Data, or Samples from the requirements of the Contract Documents (which deviations must be subsequently accepted by the Owner before the Work may proceed). So far as practicable, each Shop Drawing or Product Data submittal shall bear a cross reference note referring to Drawing or detail numbers on the Drawings showing the same Work in order to facilitate checking of Shop Drawing or Product Data and their prompt return to the Contractor. Shop Drawings for interrelated work shall be submitted at approximately the same time.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved each submittal, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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.1 Each submittal shall bear a stamp or specific written indication that the Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submission. The Contractor's superintendent shall initial each submittal. Submittals that are simply passed through by the Contractor without proper Contractor review and coordination as required, are not acceptable.

.2 Each submittal shall be accompanied by a completed Submittal Cover Sheet, as included in the Project Manual or provided by the Architect, which shall clearly identify applicable Specification Section and paragraph number(s), material, supplier, pertinent data such as catalog numbers, and the use for which it is intended.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review and acceptance of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and no exceptions taken by the Architect or the Work is otherwise authorized to proceed.

§ 3.12.8 The Work shall be in accordance with accepted submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval, review or acceptance of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written acceptance of the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval, review or acceptance thereof. Any corrections or modifications to Shop Drawings made by the Architect shall be deemed accepted by the Contractor, without change in GMP or Contract Time, unless the Contractor provides the Architect with written notice at least three (3) working days before commencing any Work from such Shop Drawings and complies with the change procedures in the Contract Documents. The Contractor shall make all corrections requested by the Architect and, when requested by the Architect, provide one or more corrected submittals without change in the GMP or Contract Time.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval or acceptance of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to Section 4.2.7, the Architect will review, accept or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.12.11 Any mechanical and electrical systems shown in the Drawings are diagrammatic (other drawings may also be diagrammatic.) The Contractor shall have responsibility for coordination and clash detection with other building systems. The Contractor shall provide dimensioned shop/installation Drawings and details for all plumbing piping, ductwork, heating system piping, underground hot water piping, hot water boilers, and accessories to indicate complete systems. Shop Drawings shall be to 1/4" = 1'-0" minimum scale in all mechanical rooms, boiler rooms, as well as where accuracy or location is necessary for coordination or installation purposes. Ductwork shop drawings shall include a separate drawing to not less than 1/4" = 1'-0" scale showing all duct penetrations through structure (floors, roof, and walls) dimensioned, and all equipment locations, weights and pad details for all HVAC equipment. Critical dimensions of all equipment pad, and pipe or duct penetrations through structure shall be included.

§ 3.13 Use of Site

The Contractor shall use the site solely for Work on this project. Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, permits, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Materials and equipment on site shall be used directly in the Work and not stored on site after their use is complete. There shall be no use of existing on-site facilities (parking, toilets, etc.) without the Owner's prior approval. Portions of the site may be occupied and in use during construction. The Contractor is responsible to coordinate its Work with any such occupation or use at no increase to the GMP or Contract Time and at no disruption to the occupancy or use.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly in accordance with the Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching to the sole satisfaction of the Owner.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Existing structures and facilities, including but not limited to buildings, landscaping, utilities, topography, fencing, streets, curbs, and walks, that are damaged or removed due to excavations or other construction work of the Contractor, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Owner, the owner of such structures and facilities, and governmental authorities having jurisdiction. In the event the governmental authorities require that the repairing and patching be done with its own labor and/or materials, the Contractor shall abide by such regulations and it shall pay for such work at no change in the GMP or Contract Time.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area, including roads, free from accumulation of waste materials, rubbish, dust, dirt and debris caused by operations under the Contract. The Contractor shall furnish portable containers on site for use by all trades. At the Owner's request and, in any event, at Substantial Completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor for any cleanup costs. The Contractor shall only use waste receptacles provided by the Contractor and shall appropriately dispose of any waste material off site.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Owner's agents with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but

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shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law and subject to the following conditions, the Contractor shall defend, indemnify and hold harmless the Owner, its Council members, officials, employees, consultants, and agents, and employees, successors and assigns of any of them ("Indemnified Parties") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from the acts or omissions of the Contractor, a Subcontractor of any tier, their agents, and anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable ("Indemnitor"). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The Contractor shall fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence of the Indemnitor. The indemnification obligations provided in this Section 3.18 do not extend to claims, damages, losses, and expenses arising from the sole negligence of the Indemnified Parties.

§ 3.18.1.2 If such claims are caused by or are resulting from the concurrent negligence of (i) the Indemnified Parties, and (ii) Indemnitor, then the Contractor shall be obligated to defend, indemnify, and hold harmless the Indemnified Parties only to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the Owner as a party to any arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Contractor, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Contractor agrees that all of its Subcontractors of any tier shall, in their subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier. To the extent any portion of this Section 3.18 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Owner, the Architect and their respective consultants only under Title 51 RCW, "Industrial Insurance."

§ 3.18.3 To the extent the wording of this Section 3.18 would reduce or eliminate an available insurance coverage of the Contractor or the Owner, this Section 3.18 shall be considered modified to the extent that such insurance coverage is not affected.

§ 3.19 Substitutions

§ 3.19.1 Substitution requests after the Contract has been executed are disfavored; the Owner and the Architect may consider a written request for the substitution of material or products only under exceptional circumstances as specified in the Contract Documents. The written request must include all information designated in the Contract Documents, including without limitation the specifications for the material or product and any proposed change in the GMP or Contract Time.

§ 3.19.2 By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the GMP or Contract Time, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture or engineering in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative and does not include any employees of the Owner.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner will administer the Agreement with assistance from the Architect. The Architect shall have authority to act on behalf of the Owner only as specifically identified in the Contract Documents or as otherwise theorized in writing by the Owner.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with and to keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Neither the Architect nor the Owner will have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. The presence of the Architect or the Owner at the site shall not in any manner be construed as assurance that the Work is being completed in compliance with the Contract Documents, nor as evidence that any requirement of the Contract Documents of any kind, including notice, has been met or waived. The Contractor shall reimburse the Owner for any amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Neither the Architect nor the Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Architect nor the Owner will have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. Neither the Architect nor the Owner will be responsible for defining the extent of any subcontract or dealing with disputes between the Contractor and third parties.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communication has been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect in all communications that relate to or affect the Architect's services or professional responsibilities or matters arising out of or relating to the Contract. The Contractor shall simultaneously provide the Owner with a direct copy of all written communications to the Architect, including all notices, requests, transmittals, substitutions, RFIs, Claims, and potential changes in the GMP or Contract Time but not including Shop Drawings, Product Data or Samples. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor except as provided in the Contract Documents. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's observations and evaluations of the Work and the Contractor's Applications for Payment, the Architect will make recommendations to and otherwise assist the Owner to determine the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 Both the Architect and the Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Section 13.5, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner or their representatives to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, accept or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design intent expressed in the Contract Documents. The Architect's action will be taken with reasonable promptness in accordance with the submittal schedule accepted by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, weights or gauges, fabrication processes, coordination with the work of other trades, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval or acceptance of a specific item shall not indicate approval of an assembly of which the item is a component. The Contractor shall clearly note, and the Architect shall not be required to search out, any deviations from the Contract Documents not clearly identified by the Contractor, nor shall the Architect be required to review partial submissions of those for which submission for correlated items have not been received. Regardless of how a submittal is marked, the Contractor should not presume that the Architect has reviewed a submittal in every aspect.

§ 4.2.8 The Architect or Owner will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will make observations, make recommendations and otherwise assist the Owner to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents and pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, Drawings and Specifications and any modifications thereto on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2.11, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance of the Contract by both Owner and

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Contractor, will not show partiality to either, and will not be liable to the Contractor for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and agreeable to the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within a reasonable time and any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to supply materials or equipment. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 A Subcontractor of any tier is a Subcontractor or a Sub-subcontractor.

§ 5.1.4 The designation of terms in this Article 5 is not meant to change or alter the definitions contained in Chapter 60.28 RCW ("Lien for Labor, Materials, Taxes on Public Works"), Chapter 39.12 RCW ("Prevailing Wages on Public Works"), or other statutory definitions of a subcontractor for the purposes of such statutes.

§ 5.1.5 Responsible Subcontractor: This designation reflects a person or entity who is qualified and can document training, experience, license, and special certification to perform work, supply materials, or provide equipment required and specified by the Contract Documents.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Within ten (10) days after issuance of the Conditional Notice to Proceed, the Contractor shall notify the Owner and Architect in writing of all persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design (i.e., at least two percent (2%) of the GMP), as well as the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work. The Contractor shall organize this list of Subcontractors in the same sequence as the Index of Specification Sheets, and state the Work category followed by the name of the Subcontractor and/or fabricator (or "Contractor" where the portion of the Work is by the Contractor's own forces), including the address, telephone number, individual name of the project contact, and his or her email address. The list shall be accompanied by evidence of any qualifications required within the technical sections of the Project Manual and satisfactory to the Architect and Owner. The list shall be updated promptly as part of the payment process if additional Subcontractors of any tier are engaged. No action or inaction of the Owner or Architect in response to receipt of the names of the proposed Subcontractors of any tier shall constitute approval of any Subcontractor of any tier or of its performance. The Architect may reply promptly to the Contractor in writing stating whether or not the Owner or the Architect (1) has, after due investigation, reasonable objection to any such proposed person or entity or (2) requires additional time for review. "Reasonable objection" shall include without limitation lack of "responsibility" of the proposed Subcontractor, as defined in RCW 39.04.350 or lack of qualification as required within the technical sections of the Project Manual, or as otherwise described in Section 5.2.3. Failure of the Architect to reply promptly shall constitute notice of no reasonable objection. If the Owner makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the GMP or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the GMP and Contract Time.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a timely and reasonable objection as not "responsible."

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor or a Subcontractor as not "responsible," the Contractor or Subcontractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was qualified, "responsible," and reasonably capable of performing the Work, the GMP and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued. However, no increase in the GMP or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting qualified names as required, and no increase in the GMP or Contract Time shall be allowed for such change (1) if the Owner reasonably concludes that a proposed Subcontractor of any tier has materially failed to perform satisfactorily (such as causing a material delay) on one or more projects for the Owner within three years of the bidding date or is otherwise not "responsible" as defined in the Contract Documents, the bidding documents, and RCW 39.04.350; (2) if the proposed Subcontractor is not qualified as required within the technical sections of the Project Manual; or (3) if the proposed lower-tier Subcontractor is different from the entity listed with the first-tier Subcontractor's Bid. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract within the GMP and Contract Time.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being performed in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the Subcontractor performing such work. This removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the GMP and Contract Time, nor shall the Owner be obligated to so request.

§ 5.2.5 The Contractor shall verify responsibility criteria for each first-tier Subcontractor. A Subcontractor of any tier that engages other Subcontractors must verify responsibility criteria for each of its lower-tier Subcontractors. Verification shall include that each Subcontractor of any tier, at the time of subcontract execution, meets the responsibility criteria listed in the bidding documents for the bid package.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall provide to the Owner copies of the written agreements between the Contractor and any Subcontractor, and a Subcontractor and any sub-tier Subcontractor, upon request.

§ 5.3.2 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any suppliers of early procurement items and any assigned Subcontractors. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents. The Contractor is responsible for the timely, accurate and appropriate Subcontractor coordination of the Work of lower tier Subcontractors in accordance with the overall Work, including communications, meetings, drawings, illustrations, and other necessary associated activities required for the successful coordination of all trades, schedules, materials and workmanship. The Owner shall provide to the Contractor copies of any written

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Owner-Supplier agreements to any early procurement contracts, to the extent that such agreements are identified in the Specifications.

§ 5.3.3 The Contractor agrees to diligently, and using its best efforts, cause each Subcontractor of any tier to correct, at that Subcontractor's own expense, all Work performed by the Subcontractor of any tier that is defective in material or workmanship or otherwise fails to conform to the Contract Documents, including all necessary removal, replacement and/or repair of any other portion of the Project which may be damaged in removing, replacing or repairing any portion of the Project. If any Subcontractor of any tier defaults in its obligations to promptly correct any such deficiency, the Contractor shall be responsible for correcting the deficiency.

§ 5.3.4 The Contractor shall provide, and shall cause its Subcontractors of any tier to provide, all required notices and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Work, including without limitation all OSHA and WISHA requirements, and the Contractor shall, and shall cause applicable Subcontractors of any tier to, indemnify, defend and hold harmless the Owner from and against any and all claims, liabilities, fines and attorneys' fees arising from any failure of the Contractor or a Subcontractor of any tier to have complied with any such requirements in any respect.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner pursuant to Section 14.2 or 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, but only for events and payment obligations that arise after the date of the assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than sixty (60) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Subcontractor Responsibility

§ 5.5.1 The Contractor shall include the language of this Section 5.5 in each of its first tier subcontracts, and shall require each of its Subcontractors to include the same language of this Section 5.5 in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each Subcontractor meets the Subcontractor responsibility criteria in Section 5.5.2 below. The requirements of this Section apply to all Subcontractors regardless of tier.

§ 5.5.2 At the time of subcontract execution, the Contractor shall verify that each of its first tier Subcontractors meets the following bidder responsibility criteria:

.1 Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

.2 Have a current state unified business identifier (UBI) number;

.3 Have received training on requirements related to public works and prevailing wage as required by RCW 39.04.350;

.4 Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.

.5 Not have been out of compliance by the Washington State apprenticeship and training council for

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working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year immediately preceding the date of the bid solicitation;

.6 If applicable, have:

(a) industrial insurance (workers' compensation) coverage for the Subcontractor's employees working in Washington, as required by Title 51 RCW;

(b) a Washington Employment Security Department number, as required by Title 50 RCW;

(c) a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW;

(d) an electrical contractor license, if required by Chapter 19.28 RCW;

(e) an elevator contractor license, if required by Chapter 70.87 RCW; and

(f) a plumbing contractor license in compliance with chapter 18.106 RCW.

.7 Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

§ 5.6 Liens

§ 5.6.1 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier) to the extent that the Owner has paid the Contractor for such. The Contractor shall furnish to the Owner such releases of liens and Claims and other documents monthly with its payment application to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are furnished. The Contractor may provide other security acceptable to the Owner, such as a bond, in lieu of paying disputed liens or Claims.

§ 5.6.2 The Contractor shall defend, indemnify, and hold harmless the Owner from any liens, including all expenses and the Architect's and attorneys' fees, except to the extent a lien has been filed because of the failure of the Owner to make a contractually required payment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15, except that the Contractor shall have no Claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents or known to the Contractor prior to execution of the GMP Amendment. The Contractor is also responsible to coordinate its Work with any other entities performing work on or adjacent to the site, such as work in the right of way and work by utility companies, and the Contractor shall incorporate such work into the Construction Schedule.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement with the Owner. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. If the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor shall acknowledge receipt for items delivered, and thereafter will be held responsible for the care, storage and any necessary replacement of items received.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect and the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect or Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably discoverable or apparent.

§ 6.2.3 The Contractor shall reimburse and indemnify the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15, except that the Contractor shall have no Claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents or known to the Contractor prior to execution of the Contract. The Contractor is also responsible to coordinate its Work with any other entities performing work on or adjacent to the site, such as work in the right of way and work by utility companies, and the Contractor shall incorporate such work into its construction schedule.

§ 6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 Should the Contractor or any of its Subcontractors of any tier cause damage of any kind, including but not limited to delay, to any other contractor or Subcontractor on the Project, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor or Subcontractor by agreement or otherwise to resolve the dispute.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible plus a ten percent (10%) markup on such costs.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order (CO), Construction Change Directive (CCD) or order for a minor change in the Work, subject to the limitations and qualifications stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Owner or Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 A "minor change in the Work" referenced above is a change which has no direct or indirect effect upon the

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GMP or Contract Time and includes, but is not limited to, a supplemental instruction or ASI.

§ 7.1.5 The Owner may request the Contractor vto propose the amount of change in the GMP, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Contractor shall submit its responsive proposal as soon as possible and within ten (10) business days, and shall in good faith specify the components and amount by which the GMP and/or Contract Time would change. Labor, materials and equipment shall be limited to and itemized in the manner described in Sections 7.1 through 7.7 of the Agreement for the Contractor and Section 7.5 of these General Conditions for Subcontractors of any tier. If the Contractor fails to respond within this time, the Owner may withhold some or all of a progress payment otherwise due until the tardy proposal is received. If the Owner explicitly accepts the proposal in writing, the Owner and the Contractor will be immediately bound to the terms of the proposal, the change will be included promptly in a future Change Order, and the change in the Work described in the proposal shall commence expeditiously. The Owner may reject the proposal, in which case the Owner may either not effectuate the change in the Work or may order the change through a Construction Change Directive or supplemental instruction or an order for a minor change in the Work. The Architect and the Owner may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article. The Contractor may submit a Change Order Proposal to Owner to propose the amount of change in the GMP, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Owner shall, within thirty (30) days of its receipt of Contractor's Change Order Proposal, accept, dispute, or reject the Proposal. If the Proposal is disputed or rejected, the Owner shall state in writing why part or all of the request is disputed or rejected. If the Owner does not respond in writing to a Change Order Proposal within thirty (30) days, the Contractor shall not be deemed to have waived any right to the claims process in Section 15.

§ 7.1.6 If the Contractor adds a reservation of rights that has not been initialed by the Owner to any Change Order, Construction Change Directive, Change Order Proposal, Application for Payment or any other document, all amounts therein shall be considered disputed and not due or payable unless and until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and, in all cases, initialed by the Owner. If the Owner makes payment for a Change Order or an Application for Payment that contains a reservation of rights not initialed by the Owner to indicate agreement with the reservation, and if the Contractor negotiates the check for such payment, then the reservation or rights shall be deemed waived, withdrawn and of no effect.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Architect, with assistance from the Owner, and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Contract Documents, including any change in the Work;
.2 The amount of the adjustment, if any, in the GMP; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and the Owner and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the GMP or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the GMP and Contract Time being adjusted accordingly. The Owner's use of a Construction Change Directive does not constitute agreement that the directive constitutes a change in the Work, the GMP, or the Contract Time. For any change in the Work, whether initiated by a Construction Change Directive or a Change Order Proposal, the Contractor must submit its proposed price and any proposed extension of the Contract Time to the Owner within ten (10) days of the date of the Construction Change Directive or Change Order Proposal. If the Contractor fails to submit a proposed price and time within this time period, the Owner may establish what it believes to be the fair price of the changed work, and any additional Contract Time, and this price and time submitted by the Owner shall be final and binding upon the parties, as if they had signed a Change Order in this amount, without recourse to submitting any claims or litigation. Payment for any Changes to the Work shall not exceed the labor and equipment indicated on the daily work logs.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the GMP, the adjustment shall be based on one of the following methods or as mutually agreed by the Owner and the Contractor:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be proposed by the Owner and determined in a manner agreed upon by the parties (accompanied by the Contractor's itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees pursuant to Section 7.3.5, or if cost is to be determined under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with supporting data. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs including labor, equipment, materials, and subcontract costs. Labor, equipment, and materials shall be itemized in the manner described in Section 7.5. When major cost items arise from Subcontractors or Suppliers of any tier, these items shall also be itemized, using the approved Change Proposal detail provided to the Contractor by the Owner. Approval may not be given without such itemization. Failure to provide data within fourteen (14) days of the Owner's issuance of a Constructive Change Directive shall constitute waiver of any Claim for changes in the GMP or Contract Time. Furthermore, the Owner shall have the right to audit the books, records and contracts of the Contractor and of any Subcontractor or Supplier of any tier seeking a change in the GMP. The total cost of any change, including a Claim under Article 15 shall be limited to the reasonable value, as determined by the Owner, assisted by the Architect (subject to appeal through the dispute resolution procedure of Section 15.3), of the items in Section 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. As soon as possible, and within seven (7) days of receipt, the Contractor shall advise the Architect and Owner in writing of the Contractor's agreement or disagreement with the proposed adjustment or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the GMP or Contract Time. The Contractor's response shall reasonably specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall not relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or the Architect. The adjustment shall then be determined by the Architect in accordance with the provisions of the Contract Documents. The ultimate adjustment shall not exceed the larger amount submitted.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the GMP and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a Change Order.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the GMP shall be the largest of (i) the reasonable and prevailing value of the deletion or change, (ii) the line item value in the Schedule of Values, or (iii) the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, and provided that any reservations of rights regarding the Construction Change Directive have been initialed by the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment, accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

§ 7.3.9 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the GMP and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner, with the Architect's assistance, will include the change in the next available Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.3.10 The Owner's final determination, in consultation with the Architect, concerning the adjustments in the GMP and/or Contract Time resulting from a Construction Change Directive constitute an "Event" for the purposes of submitting a Claim under Section 15.2.

§ 7.3.11 If the Contractor disagrees with the adjustment in the GMP or Contract Time, the Contractor must make a Claim in accordance with applicable provisions of Article 15 or such claim will be waived.

§ 7.4 Minor Changes in the Work

The Architect and the Owner have authority to order minor changes in the Work (sometimes called a Design Clarification or Architect's Supplemental Instruction or ASI) not involving adjustments in the GMP or the Contract Time and not inconsistent with the intent of the Contract Documents and do not involve an adjustment in the GMP or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the GMP or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the GMP or Contract Time, the Contractor waives any adjustment to the GMP or extension of the Contract Time.

§ 7.5 Pricing Components

For the Contractor, the value of any changed Work or of any Claim for an increase or decrease in the GMP shall be limited to the Cost of the Work and Fee defined in the Agreement. For Subcontractors of any tier, the total cost of any Change in the Work or of any other increase or decrease in the GMP, including a Claim, shall be limited to the following components:

§ 7.5.1 Direct Labor Costs: These are the labor costs determined by the number of additional craft hours and the hourly costs necessary to perform the Change in the Work. The hourly cost shall be based upon the following:

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide copies of certified payrolls for itself and Subcontractors of any tier upon the Owner's request.

.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance, medical aid, and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

.4 **S**afety costs not to exceed two percent (2%) of the sum of amounts in .1, .2 and .3 above.

Upon the Owner's request, the Contractor shall substantiate all claimed wage rates and shall provide a breakdown of the various components of the labor costs in a form provided or approved by the Owner.

§ 7.5.2 Direct Material Costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the Change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Owner. If the Contractor is offered discounts and/or rebates based upon prompt payment, the Contractor shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity the contractor may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Contractor does not provide the Owner the opportunity to participate then the Contractor may only charge the net costs after consideration of discounts and rebates.

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§ 7.5.3 Construction Equipment Usage Costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the Change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, as modified by the AGC/WSDOT agreement or the actual, reasonable rate paid to unrelated third parties as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the Change in the Work. If more than one rate is applicable, the best available rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. The rate for equipment necessarily standing by for future use on the changed work shall be no more than 50% of the rate established above. If equipment is required for which a rental rate is not established by Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Work.

§ 7.5.4 Cost of Change in Insurance or Bond Premium: This is defined as:

.1 Subcontractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under Section 11.1.3, and subject to audit) of any change in the Subcontractor's liability insurance arising directly from the changed Work; and

.2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability under Section 11.5, and subject to audit) of the change in the Subcontractor's premium for the Subcontractor's statutorily required performance and payment bond arising directly from the changed Work.

Upon request, the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred. The Contractor is not entitled to any increased premium for insurance or bonds as those costs are included within the Contractor's Fees. The Contractor is not entitled to any increased premium on any retainage bond as such bonds are optional.

§ 7.5.5 Lower-Tier Subcontractor Costs: These are payments the Subcontractor makes to lower-tier Subcontractors for changed Work performed by such Subcontractors. The lower-tier Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 7.5.

§ 7.5.6 Subcontractor's Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including facilities, purchasing, clerical, project manager, project engineer, other engineers, project foreman, estimator, superintendent and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, quality control/assurance, purchasing, small or hand tool (a tool that costs $500 or less and is normally furnished by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work, Change Order and Claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise). No such costs may be added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No fee shall be due, however, for direct settlements after Substantial Completion by the Owner of Subcontractor Claims. The Fee shall be limited in all cases to the following schedule:

.1 A Subcontractor of any tier shall receive 10% of the cost of any materials supplied or work properly performed by that Subcontractor's own forces.

.2 A Subcontractor of any tier shall receive 7% of the amount owed (less fee) directly to a lower-tier Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.

.3 The cost to which this Fee is to be applied shall be determined in accordance with Section 7.5.1 through 7.5.4.

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If a Change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. If the changed Work is performed by a wholly-owned subsidiary or by a company with common ownership interests (i.e., at least 50% similar ownership) of the Contractor or any Subcontractor, then only the entity performing the changed Work may receive a Fee per the above schedule and the higher-tier company shall not be entitled to any Fee. The parties acknowledge that the Fees listed in this Section 7.5.6 are substantially greater than the fees and overhead normally included in determining the GMP bid and Subcontractor bid prices; that these higher percentages are a sufficient amount to compensate the Subcontractors for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Subcontractors for some Changes compensates the subcontractors for any Changes for which the Contractor or Subcontractors believe the percentage is otherwise insufficient.

§ 7.5.7 The cost of any changed Work or of any other increase or decrease in the GMP, including a Claim, shall not include, among other things, consultant costs, attorneys' fees, or Claim preparation expenses. Such costs are not recoverable from the Owner.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established by the Owner in its conditional notice to proceed issued for each phase of the Work. Work on the site may begin for a phase when the Contractor complies with the requirements of the notice to proceed. The date of commencement of all the Work is the date established by the Owner in its first conditional notice to proceed issued for a phase of the Work.

§ 8.1.3 The date of Substantial Completion of the Work (or a designated portion thereof) is the date certified by the Architect and set by the Owner in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 "Conditional Notice to Proceed" is the written notice issued by the Owner identifying the date of commencement of the Work and identifying conditions to be satisfied before Work on site may commence.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence the Work prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time and shall achieve Final Completion within sixty (60) days thereafter (or such other period of time for specific phases as is specified in the Contract Documents).

§ 8.2.4 Liquidated Damages. THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The Owner will incur serious and substantial damage if Substantial Completion of the Work or a designated portion thereof does not occur within the Contract Time; however, it would be difficult, if not impossible, to determine the amount of such damages, which could include, for example, personnel and overtime costs, transportation costs, governmental fees, storage costs, loss of use, and lost opportunities. Consequently, the Owner may include a reasonable estimate of loss in the Contract Documents ("Liquidated Damages") that will be assessed for failure to complete the Project within the Contract Time. The Owner's right to Liquidated Damages is not affected by partial completion, occupancy, or beneficial occupancy. The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to insure the completion of the Work or designated portions thereof

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in accordance with the date of Substantial Completion and the accepted Construction Schedule. If the Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier fails to meet the Construction Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work (to the extent allowable under the Noise Ordinance of Vancouver's Municipal Codes, VMC 20.935.030 and VMC 7.05) or other means and methods, all without additional cost to the Owner. Not withstanding the foregoing, the maximum amount of liquidated damages will be capped at an amount equal to the aggregate amount of the Contractor's Fee.

§ 8.2.5 If the Work is to be performed in phases, with separate dates set forth for Substantial Completion elsewhere in the Contract Documents, then the specified Liquidated Damages shall apply separately to each such phase unless otherwise specified.

§ 8.2.6 Any provisions in the Contract for Liquidated Damages are intended to be in lieu of the liability of the Contractor for delay damages sustained by the Owner but shall not relieve or release the Contractor from liability for any and all other damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

§ 8.2.7 It is the Contractor's option, but not its right, to attempt to complete the Project earlier than the dates specified in the Contract Documents. Thus, any Claim based upon delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time; (3) by unanticipated, abnormal weather (see Section 15.1.3); (4) by unexpected industry-wide labor disputes, fire, seismic event, unusual delay in deliveries, governmental delays (including unanticipated permit delays not caused by the Contractor; delays caused by a local jurisdiction's scheduled days off shall not be considered an excusable delay), unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.4, or other causes beyond the Contractor's control; (5) by delay authorized by the Owner pending mediation and binding dispute resolution; or (6) by other causes that the Contractor asserts, and the Architect determines, may justify delay, then the Contract Time shall be extended for such reasonable time as the Owner and Architect may determine, limited to the change in the actual critical path of the Construction Schedule directly caused thereby, as the Owner may determine consistent with the provisions of the Contract Documents. In no event, however, shall the Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Construction Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity into the critical path of the Construction Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15 and shall include any proposed changes in the Contractor's Construction Schedule or the Contract Time, a description of any event that could delay performance or supplying of any item of the Work, the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the delay situation. That the Owner or the Architect may be aware of the occurrence or existence of a delay through means other than the Contractor's written notification shall not constitute a waiver of a timely or written notice or Claim. The Contractor has an obligation to minimize and mitigate schedule impacts.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

.1 If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not an increase in the GMP. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the GMP. The Contractor shall be entitled to a change in the GMP only if the delay was caused by the Owner or the Architect, or anyone acting on behalf of them. The Contractor shall not recover

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damages, an equitable adjustment or an increase in the GMP or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence. The Contractor shall be able to recover an increase in the GMP, provided it is consistent with the terms of the Contract Documents, only if the delay was in the critical path, could not have reasonably been avoided, was unreasonable and was caused by the Owner or anyone acting on its behalf as permitted under the Contract Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the GMP for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.

.2 In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Owner for delay beyond the payment permitted in Section 7.5.6, it is agreed that the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the original Specified General Conditions divided by the number of days of Contract Time. By submitting its proposal and by signing the Contract, the Contractor represents that it would be difficult, if not impossible, to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its bid, and that these liquidated damages are a reasonable estimate of its loss. No damages will be allowed for any time prior to ten (10) days before receipt of written notice of the Claim of the delay pursuant to Article 15.

.3 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or expanded overhead or general conditions; profit upon damages for delay; impact damages; cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid through Section 7.5.6 and any liquidated damages paid hereunder.

.4 The Contractor shall not be entitled to any adjustment in the Contract Time or the GMP, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time not on the critical path or time between the Contractor's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Construction Schedule.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum consists of the Cost of the Work (including Negotiated Support Services and Specified General Conditions), and the Contractor's Fee. The Contract Sum shall not exceed the GMP.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices, but not the Contract Time or any other portion of the GMP, shall be equitably adjusted.

§ 9.2 Schedule of Values

At least fourteen (14) days before the first Application for Payment, the Contractor shall submit a schedule of values ("Schedule of Values") to the Architect and Owner, consistent with the Contract Documents, allocating the entire GMP to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. At a minimum, the Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. At a minimum, the Work shall be itemized by Specification section or system, separate values for labor, materials and equipment shall be provided, and line items on the Schedule of Values shall be tied to the Construction Schedule. Quantities shall be provided for each section or system of the Work. The Contractor shall itemize and prepare the Schedule of Values for approval by the Owner with respect to form, content, and level of detail. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the Schedule of Values shall be submitted to the Owner and Architect and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected

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to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

.1 Mobilization shall be a maximum of one-half of one percent (0.5%) of the GMP, and shall be paid only if supported by an itemized breakdown of costs acceptable to the Owner.

.2 Payment applicable to the expenses of Contractor's bond and/or builder's risk insurance (to the extent Contractor is required to procure such insurance) will be made only upon receipt of paid invoices from surety and/or insurance carrier.

.3 No payment will be made for Shop Drawings or submittals until on-site receipt of materials, except for structural steel, fire sprinkler, automatic temperature control, elevator, transformers, switchgear, ground source heat exchange system, and fire alarm shop drawings that have been reviewed and accepted by the Architect.

.4 The Schedule of Values shall allocate at least one percent (1%) of the GMP to Commissioning of Operational Systems, as defined in the Contract Documents.

.5 The Schedule of Values shall allocate at least one percent (1%) of the GMP for completion of punch list items for the Contractor and all Subcontractors.

.6 The Schedule of Values shall allocate at least one half percent (.5%) of the GMP for completion of approved operations and maintenance data and the delivery of warranties for the Contractor and all Subcontractors.

.7 The Schedule of Values shall allocate at least one half percent (.5%) of the GMP for completion of record drawings, delivery of extra stock, and all other documentation or items of the Work required for Final Completion of the entire Project for the Contractor and all Subcontractors.

.8 The Schedule of Values shall allocate at least two percent (2.0%) of the Specified General Conditions for preparation and submittal of the Construction Schedule plus another at least two percent (2.0%) of the Specified General Conditions for preparation and submittal of the monthly schedule updates.

Any changes to the Schedule of Values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the application. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment.

§ 9.3.1.1 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

§ 9.3.1.2 Payments to Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of sub-subcontractors), the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor, the Owner and the Architect written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of project specific materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing and in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall

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include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment (except that title to demolition removed from the site shall not pass to the Owner). The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Retainage

§ 9.3.4.1 In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. After award of a Contract for public improvements, or work for which retained percentages are required to be reserved under the provision of RCW 60.28, the Owner shall require the Contractor to exercise, in writing, one of the options listed below:

.1 Retained percentages will be retained in a fund by the Owner not subject to release until sixty (60) days following the Final Acceptance of the Work as completed and as provided in Section 9.10.4; or

.2 Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association and not subject to release until sixty (60) days following Final Acceptance of the Work as completed and as provided in Section 9.10.4; or

.3 Placed in escrow with a bank or trust company and not subject to release until sixty (60) days following the Final Acceptance of the Work as completed and as provided in Section 9.10.4.

.4 If the Contract provides a bond in place of retainage, it shall be in an amount equal to 5% of the GMP plus change orders. The minimum requirements for the bond are that it must be on a form acceptable to the Owner, with an A.M. Best rating of A- or better and a financial rating of no less than VII, and signed by a surety registered by the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner; additional requirements as established by the Owner may be applied.

§ 9.3.4.2 The Contractor or a Subcontractor may withhold payment of not more than five percent (5%) as retainage from the monies earned by any Subcontractor or Sub-subcontractor, pursuant to RCW 60.28, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Owner, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's approved Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial and Final Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the GMP.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Owner may, with or without the Architect's concurrence, withhold payment, and the Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, it may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents;
.8 delay by the Contractor and/or its Subcontractor(s) of any tier, or failure to comply with the Construction Schedule requirements;
.9 failure to submit affidavits pertaining to wages paid as required by statute;
.10 failure to submit a properly updated Construction Schedule;
.11 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;
.12 liquidated damages;
.13 failure to properly maintain as-builts;
.14 failure to properly submit daily construction records;
.15 failure to properly submit certified payrolls; or
.16 failure to properly submit any other documents required of the Contractor under the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, and it has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents. So long as final, approved Applications for Payment are received prior to the tenth day of the month, the Owner will make a progress payment within thirty (30) days of an approved, fully itemized and fully executed Application for Payment that complies with all contractual requirements. The Owner shall be entitled to withhold payment to the extent provided by the Contract Documents, notwithstanding the issuance of a Certificate for Payment.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. If the Contractor does not receive payment for any cause which is not the fault of a particular Subcontractor but does receive payment for materials supplied or work performed by that Subcontractor, the Contractor shall pay that Subcontractor in accordance with its subcontract for its satisfactorily completed work, less the retained percentage

.1 The Contractor shall comply with all requirements regarding prompt payment including, but not limited to, the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor, satisfactory to the Owner, that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work and the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work.

§ 9.6.7 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect improperly fails to issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's timely, complete and approved Application for Payment under Section 9.3.1.2 (subject to the approved payment schedule), or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents, the amount due and owing to the Contractor, then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. This right to stop Work does not apply in the case of the failure to issue a Certificate of Payment for amounts in dispute. The Contract Time shall be extended appropriately and the GMP shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, as provided for in A133 and Section 7.5 of these General Conditions.

§ 9.8 Substantial Completion and Occupancy

§ 9.8.1.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof designated and approved by the Owner and AHJ(s) is sufficiently complete in accordance with the Contract Documents so that the Owner can fully occupy or utilize the Work, or the designated portion thereof, for its intended use, including FF&E and staff occupancy. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part. All Work other than incidental corrective or punch list work and final cleaning shall be completed, including but not limited to the following:

.1 Obtain applicable occupancy permits, including fire/life safety systems and health department approval, pressure vessel permits, elevator permits, and similar approvals or certificate by governing authorities and franchised services, assuring the Owner's full access and use of completed Work.

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.2 Submit the Contractor's punch list of items to be completed or corrected and written request for inspection.

.3 Complete final start-up, testing, and commence instruction and training sessions on all major building systems including HVAC and controls, intercom, data communications, fire alarm, telephone, fire sprinkler, security and clocks, and establish a Date of Commissioning.

.4 Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.

.5 Discontinue or change over and remove unnecessary temporary facilities and services from the project site.

.6 Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.

.7 Complete final cleaning.

The work is not Substantially Complete unless the Architect reasonably judges that the Work can achieve Final Completion within sixty (60) days (or such other period of time as is specified in the Contract Documents), appropriate cleaning has occurred, all designated systems and parts are commissioned and usable, including balancing of the HVAC system, utilities are connected and operating normally and training sessions have occurred, all required temporary occupancy permits, pressure vessel permits, elevator permits, and similar approvals or certificate by governing authorities and franchised services, assuring the Owner's full access to the Work have been issued, O & M manuals have been submitted for review, and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages due the Owner.

§ 9.8.1.2 Date of Commissioning of Operational Systems. The systems of the Work so designated in the Contract Documents are considered "Operational Systems." Unless otherwise specified in the Contract Documents, the Operational Systems include the HVAC system, the data communications system(s), the intercom system, the life safety system(s), the clock system, the telephone system, and the security system. When the Contractor considers that the Operational Systems are complete and fully functional, up and running and ready for normal operation and functional performance testing (as may be specified overall or for any phases), and after all pre-commissioning checklists have been completed, the Contractor shall so notify the Architect in writing a minimum of thirty (30) days prior to the Date of Substantial Completion for that portion or phase as fixed in the Contract Documents. The Architect will then schedule a pre-commissioning inspection and observe the functional performance tests of these systems identified in the Contract Documents to determine whether the Operational Systems are complete and ready for normal operation. If the Architect's inspection discloses that the Operational Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine completion of the Operational Systems and pay the costs associated with the reinspections, including fees of any commissioning agent and the Architect and its consultants. As each of the Operational Systems is determined to be complete, the Architect will notify the Owner in writing, which shall establish the Date of Commissioning. Training of Owner personnel shall not begin until the Date of Commissioning and shall be conducted prior to departure of the installing entity from the site by appropriate Subcontractor personnel on site who are knowledgeable with the construction and operation of each system. The Operational Systems shall not be deemed Substantially Complete until they have operated, without incident or issue, for fourteen (14) consecutive days following the Date of Commissioning. Warranties on the Operational Systems required by the Contract Documents shall commence on the Date of Substantial Completion, unless otherwise provided, but the Contractor shall retain the responsibility to maintain the systems until Final Acceptance. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

§ 9.8.1.3 Indemnification. The Contractor shall defend, indemnify, and hold harmless the Owner and the Architect and their agents, employees, and consultants, successors and assigns from and against all claims, damages, losses and expenses of third parties, direct and indirect, or consequential, including costs, design professional fees, and attorneys' fees incurred by the Owner related to such claims and in proving the right to indemnification, arising out of or resulting from the failure of the Contractor to attain the Date of Commissioning less than thirty (30) days prior to the Date of Substantial Completion fixed by the Contract Documents. In particular, the Contractor acknowledges that a 30-day period after the Date of Commissioning and prior to occupancy is specified during which all HVAC, mechanical, electrical, control and environmental management systems are fully operational under procedures and

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loads intended to provide unoccupied space with positive performance for pre-occupancy environmental documentation, and the systems are scheduled to operate under a procedure intended to dissipate out-gassing that may occur from interior and other materials.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list and shall immediately clean up any dust or debris created through punch list work activities. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list and upon verification by the Architect that all permits, approvals, testing, training and other submittals and administrative actions required under the Contract Documents for obtaining Substantial Completion have been satisfied, the Architect and, at its option, the Owner, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If the Owner or Architect determines that the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, and again request an inspection. The Contractor shall pay the costs associated with this third and any further re-inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that, upon approval of the Owner, shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion, except that warranties for HVAC equipment shall commence with acceptance of the Commissioning Report by the Architect and/or the AHJ. The Contractor shall attach and submit with the executed Certificate of Substantial Completion the Temporary (TCO) and Final Certificate of Occupancy as well as a written list of each outstanding and unresolved Claim; any Claim not so submitted and identified, other than retainage and the undisputed balance of the GMP, shall be deemed waived and abandoned. If the Owner or Architect determines that the Work or designated portion is not Substantially Complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the re-inspection, including Architect and consultant fees.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Any items not included by the Architect but required or necessary for Final Completion of the Contract shall be supplied and installed by the Contractor as a part of the GMP, notwithstanding if the items were not recorded by the Architect. Upon written acceptance of the Certificate of Substantial Completion by the Owner and the Contractor, and upon the Contractor's Application for Payment and consent of surety if any, the Owner shall make payment as provided in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. NO further payment will be due or owing until the payment following Final Completion.

§ 9.8.6 The Contractor shall prepare, continue to monitor with the Architect, and cause to be completed, all punch lists with respect to the activity of each Subcontractor and report weekly to the Owner on all outstanding punch list items. Beginning sixty (60) days before the scheduled date of Substantial Completion, the Contractor shall prepare reports weekly, identifying items to be completed in order to obtain required certificates of occupancy and make recommendations to the Owner with respect to effectuating the earliest possible completion. The Contractor shall include this report as a schedule item on its Construction Schedule.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may, upon written notice to the Contractor and AHJ approval, take possession of, operate, occupy or use any completed or partially completed portion of the Work at any stage. Such partial

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occupancy or use may commence whether or not the portion is substantially complete. Unless otherwise agreed in writing, such possession, use or operation shall not be deemed an acceptance of any portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of the risk of loss or any of its obligations under the Contract, nor establish a Date of Substantial or Final Completion, nor establish a date for termination or partial termination of the running of liquidated damages, nor constitute a waiver of any Owner claims. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, or fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion (or such other period of time as is specified in the Contract Documents), the Owner may take possession of, use or operate all or any part of the Work without an increase in the GMP or the Contract Time on account of such possession or use. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment
§ 9.10.1 Final Completion
§ 9.10.1.1 The Contractor shall cause punch list items to be completed within sixty (60) days of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents) or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period), provided that the Contractor commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at fifteen (15) days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within thirty (30) days of the date of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents), the Owner may, upon seven (7) days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to correct the deficiencies within this seven (7) day period, the Owner may back-charge the actual cost of performing this punch list work, including any design costs, plus 15% to account for the Owner's transaction costs.

§ 9.10.1.2 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance, the Architect will promptly make such inspection accompanied by the Contractor (if requested by the Architect or Owner). If the Architect or Owner determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees, for any subsequent Architect's inspection to determine compliance with the punch list. When the Architect finds all punch list items complete and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly notify the Owner and the Contractor in writing that, to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.3 The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all Architect, engineer or other design consultant fees and all Commissioning Agent and Contractor fees incurred by the Owner for services performed more than sixty (60) days after Substantial Completion of all the Work (or such other period of time as is specified in the Contract Documents), whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

§ 9.10.1.4 When the Architect finds that the Work has been concluded, a final occupancy permit has been issued, any commissioning process and validation process have been successfully concluded and the Commissioning Report has been accepted by the Architect and/or the AHJ, and the Contractor has submitted all the items identified in Section 9.10.1.5 to the Architect, the Contractor may submit a final Application for Payment. The Architect will then promptly issue a final Certificate for Payment stating that the entire balance found to be due the Contractor and

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noted in said final Certificate is due and payable. The Architect's final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner.

§ 9.10.1.5 "Final Completion" will be attained when the Contractor has accomplished the following:

.1 Complete all requirements listed in Section 9.8 for Substantial Completion.
.2 Complete all remaining punch list items and remaining Work, and obtain approval by Architect and Owner that all Work is complete.
.3 Obtain a final certificate of occupancy (if only a temporary certificate of occupancy was issued at Substantial Completion).
.4 Submit final change order and final Application for Payment.
.5 Submit record documents, any final property survey, and operation and maintenance manuals required by the Contract Documents.
.6 Deliver tools, spare parts, extra stock of material and similar physical items to the Owner as required by the Contract Documents.
.7 Complete final cleaning after punch list work (in addition to the final cleaning that was required to obtain Substantial Completion.
.8 Complete instruction and training sessions on all major building systems including, but not limited to, HVAC, intercom, data communications, fire alarm, telephone, fire sprinkler, emergency power, security and clocks.
.9 Submit executed warranties.
.10 Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.
.11 Discontinue or change over and remove temporary facilities and services from the project site.
.12 Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
.13 Acceptance of the final Commissioning Report by the Owner, Architect, and AHJ as applicable.
.14 All copies of Instruments of Service, except the Contractor's record set, have been returned to the Owner or are suitably accounted for to the Owner.

§ 9.10.2 Final Acceptance and Payment

§ 9.10.2.1 Neither final payment nor any retained percentage shall become due until the City Council has formally accepted the Project ("Final Acceptance"). To achieve Final Acceptance, the Architect must have issued a final Certificate for Payment under Section 9.10.1.4, an occupancy permit must have been issued, Final Completion must have occurred, and the Contractor has submitted the following to the Architect and the Owner:

.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, except for any claims that are specifically identified on the affidavit (Affidavit of Payment of Debts and Claims, AIA Form G706 or equivalent);
.2 other data establishing payment or satisfaction of or protection against obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner (Contractor's Affidavit of Release of Liens, AIA Form G706A or equivalent). If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees;
.3 pursuant to RCW 39.12.040, an Affidavit of Wages Paid from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor;
.4 a letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner;
.5 certification that the materials in the Work are "lead-free" and "asbestos-free";
.6 a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project, including but not limited to all

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city or county departments, health districts and utility districts, provided to Owner with a copy of all closed or signed-off permits;

.7 recorded documents;

.8 all warranties, guarantees, training, manuals, operation instructions, certificates, spare parts, maintenance manuals and stock, specified excess material, as-built drawings and other documents, training or items required by the Contract Documents or local governmental entities; and

.9 all submittals and information sufficient for the Owner to submit apprenticeship utilization data as required by RCW 39.04.320(5)(a).

§ 9.10.2.2 Pursuant to Chapter 60.28 RCW ("Lien for Labor, Materials, Taxes on Public Works"), completion of the Contract Work shall occur upon Final Acceptance.

§ 9.10.3 Lien Notices shall be served at:

A copy shall be submitted to the Architect.

§ 9.10.4 Release of Retainage: The retainage will be held and applied by the Owner as a trust fund in a manner required by Chapter 60.28 RCW. Release of the retainage will be processed in ordinary course of business upon the expiration of sixty (60) days following Final Acceptance of the Work by the Owner provided that no notice of lien shall have been given as provided in Chapter 60.28 RCW, that no Claims have been brought to the attention of the Owner and that the Owner has no claims under this Contract; and provided further that, for state-funded projects, release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to Chapter 60.28 RCW, a certificate from the Department of Revenue; pursuant to Chapter 50.24 RCW, a certificate from the Department of Employment Security; and a certificate from the Department of Labor and Industries.

§ 9.10.5 Waiver of Claims

§ 9.10.5.1 Final Payment by Owner: The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, statutory retainage, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5.2 Final Payment to Contractor: Acceptance of final payment by the Contractor, a Subcontractor, or a material or equipment supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled and attached to the Contractor's final Application for Payment.

§ 9.10.5.3 The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner.

§ 9.10.6 If a Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Owner, to indemnify the Owner against such lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.7 The Contractor and all Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, facsimiles, and other tangible and electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and

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with all costs, charges and other amounts of whatever nature. The Contractor shall preserve such records for a period of six (6) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of the Owner's request, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Owner or its representatives. These requirements shall also be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work, except fixed-price Subcontracts where the price is $25,000 or less. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under RCW 42.56 will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier, or their respective representatives, shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner. Failure to fully comply with any requirements of this Section shall constitute a material breach of contract and shall constitute a waiver of all claims by the Contractor and any Subcontractor that does not fully comply.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

§ 10.1.1 The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall have the right to control and shall be solely and completely responsible for conditions of the work site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner or the Architect of the Contractor's performance shall not be construed to include a review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.

§ 10.1.2 No action or inaction of the Owner or the Architect relating to safety or property protection or a violation thereof shall in any way: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon the Owner or Architect to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees and the employees of Subcontractors of any tier; or (5) affect the Contractor's responsibility for the protection of property, staff and the general public.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on or involved in the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor shall comply with all notices and comply with all requests from the Owner regarding the safety and protection of the Owner's patients, visitors, and staff. The Contractor shall comply with the safety regulations set forth in "Safety Standards for Construction" and "General Safety Standards" and any other requirements published by the Washington State Department of Labor and Industries. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply to all excavation, trenching and

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ditching operations. In case of conflict between any such requirements, the more stringent applicable regulation or requirement shall apply.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall maintain at the work site office or other well-known place at the work site all materials (e.g., a first aid kit) necessary for giving first aid to the injured, and shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, persons, including employees, who may have been injured on the site. Employees shall not be permitted to work on the site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care. The Contractor and/or any Subcontractors shall ensure that at least one of such employees has a valid, effective first aid card. The Contractor shall provide all persons working on the Project Site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

.1 **Information**. At a minimum, the Contractor shall inform persons working on the Project Site of:

a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
b. Any operations in their work area where hazardous chemicals are present; and
c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.

2. **Training.** At a minimum, the Contractor shall provide training for persons working on the Project Site which includes:

a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
b. The physical and health hazards of the chemicals in the work area;
c. The measures such persons can take to protect themselves from these hazards, including specific procedures the Contractor, or its Subcontractors, or others have implemented to protect those on the Project Site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
d. The details of the hazard communications program developed by the Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

§ 10.2.4 Pursuant to Chapter 49.70 RCW et seq., "Worker and Community Right to Know Act," and Chapter 296-802 WAC et seq. the Contractor shall provide Owner copies of and have available at the Site a workplace survey or material safety data sheets for all Hazardous Materials under the control or use of Contractor or any Subcontractor at the Site. The Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 10.2.5 All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

§ 10.2.6 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work and explicitly permitted by the Contract Documents, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall keep on site at all times a spill response kit for the protection of storm water.

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§ 10.2.7 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.8 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.9 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.10 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief, and shall bear the risk of any uninsured loss or destruction of, or injury to damage to, all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or designated portion and all Work in process and completed Work or designated portion. Protection of the Work shall include but not be limited to protection of soils, subgrade preparation, exterior concrete, masonry, sealant, gypsum sheathing, roofing and interior finishes. The Contractor is responsible for any delays or costs resulting from the Contractor's failure to protect the Work from weather damage, weather, deterioration, theft, vandalism and malicious mischief. Contractor is further responsible for any deductible amounts related to any insurance coverage, without reimbursement.

§ 10.2.11 Any notice given to the Contractor by the Owner or the Architect of a safety or property protection violation will not: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or for sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; or (3) impose any continuing obligation upon the Owner or Architect to provide such notice to the Contractor or any other persons or entity.

§ 10.2.12 Injury or Damage to Person or Property
If the Contractor suffers injury or damage to person or property because of an alleged act or omission of the Owner, or of others for whose acts the Owner may be legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This Section does not apply to Claims, damages for additional costs or time, acceleration, or delay.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, as defined by CERCLA, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect in writing of the condition. The Contractor shall proceed with the Work in areas not affected.

§ 10.3.2 Upon receipt of the Contractor's notice, and with the Owner's agreement, the Owner shall obtain the services of a licensed laboratory to reasonably verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating

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whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection, but the Owner shall not be responsible for any delay resulting from the Contractor's objection to such person or entity. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the GMP may be increased by the amount of the Contractor's demonstrated and reasonable additional costs of shutdown, delay, and start-up, which adjustments shall be accomplished as provided in Articles 7, 8 and 15.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity or if the removal of such material or substance was a part of the Contractor's Work.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault, misuse, or negligence in the use and handling of such materials or substances. The Contractor shall store all hazardous materials safely, whether or not required by Contract Documents. The Contractor shall not install hazardous materials, including without limitation asbestos, lead, mercury, or polychlorinated biphenyl (PCB), in the Work.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without fault or negligence on the part of the Contractor and if the remediation was not a part of the Contractor's scope of Work under the Contract Documents, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 To the extent that this Project involves the remediation of contaminated property, the Contractor shall comply with chapters 64.44 and 70A.300 RCW and any provisions of the Washington Administrative Code promulgated thereunder, including the use of authorized contractors as provided in RCW 64.44.060. The Contractor shall comply with all applicable requirements of chapter 70A.205 RCW and any provisions of the Washington Administrative Code promulgated thereunder.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 Public Safety and Convenience

The Contractor shall conduct its Work so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and others in the vicinity of the Work and to ensure the protection of persons, property and natural resources. No road or street shall be closed to the public except with the permission of the Owner and the proper governmental authority. Fire hydrants and FDCs on or adjacent to the Work shall be accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, fire lanes, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, if any, on the Work site.

§ 10.6 Weather Protection

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Temporary weather protection of the Work is the responsibility of the Contractor as necessary to proceed in accordance with the Construction Schedule and environmental conditions as defined in the Contract Documents. Weather protection shall include but not be limited to protection of soils, subgrade preparation, exterior concrete, masonry, sealant, gypsum sheathing, roofing, and interior finishes. Delays and costs resulting from the Contractor's failure to protect the Work from damage due to weather or resulting from the failure of the Contractor to follow the recommendations of the Owner's geotechnical engineer are the sole responsibility of the Contractor.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located possessing an A.M. Best's policyholder's rating of A- or better and a financial rating of no less than VII and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy, which shall provide personal injury, bodily injury and property damage liability to cover the Contractor's operations, including Subcontractors and suppliers of any tier; owned, non-owned and hired vehicles; on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Contract, including but not limited to premises, products/completed operations, personal injury, blanket contractual liability, explosion, collapse or underground (XCU), employment related practices coverage, and stopgap employer's liability. This insurance will name the Owner their consultants and employees, any required governmental agencies and others designated in the Contract Documents as additional insureds for all coverages required by Section 11.1 and will include a severability of interest (cross liability clause) for Work performed under this Contract. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner's policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$5,000,000
Per Location Aggregate/Per Project Aggregate	$5,000,000
General Aggregate Per Occurrence	$10,000,000
Products & Completed Operations Aggregate	$10,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract. This policy shall include all owned, non-owned and hired autos.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$3,000,000
Annual Aggregate	$6,000,000
V. Builders Risk	

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COVERAGE	LIMITS OF LIABILITY
Builder's "All Risk" Property Insurance including Flood & Earthquake Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	Contract Value including Soft Costs and Customary extensions of Coverage
VI. Umbrella Excess Liability	
Policy applies over and above General Liability, Auto & Employers Liability Each Occurrence Annual Aggregate	 $20,000,000 $20,000,000
VII. Cyber Coverage	
Each Claim Annual Aggregate	$5,000,000 $15,000,000

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance and termination of any coverage required to be maintained after final payment. Completed operations coverage shall remain in force for three (3) years after Final Acceptance. The insurance described above shall include coverage for underground, collapse and explosion exposures. In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the state statutory amount and Stop Gap Liability Insurance (Employer's Contingent Liability Insurance) with coverage of at least $1,000,000 each occurrence/each accident. All policies and certificates must be signed copies and policies shall contain a provision that written notice must be provided to the Owner 30 days before the policies are canceled; Contractor must provide the Owner and Architect 45 days' written notice by certified mail before the policies expire or any coverages afforded under the policy are reduced, limits decreased, or the additional insureds removed. The Contractor shall furnish to the Owner and Architect copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage or limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground, collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor.

§ 11.1.3 Before issuance of the Notice to Proceed, the Contractor shall furnish the Owner with an electronic copy of Certificates of Insurance on ACORD Certificate of Liability Insurance as evidence of all insurance required by the Contract Documents, including an endorsement to the insurance policies naming the Owner, its consultants and employees, and any required governmental agencies and others designated in the Contract Documents as additional insureds. The Contractor is not required to provide the Builder's Risk policy until the issuance of an Early Bid Package. If the Agreement is executed, no work can take place until the Certificates are furnished. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground, collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Upon written request, the Contractor will provide a copy of its policies to the Owner.

§ 11.1.4 The Owner's specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the

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minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts. Notwithstanding anything herein to the contrary, the Contractor shall provide all bonding, insurance, and permit documentation as required by governmental entities for all portions of the Project.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations giving at least thirty (30) days' notice of cancellation.

§ 11.1.6 The Owner shall be listed on the Certificate as Certificate Holder.

§ 11.1.5 The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

§ 11.1.7 The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

§ 11.1.8 Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

§ 11.1.9 All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

§ 11.1.10 The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the amount of $1,000,000 per occurrence with a $2,000,000 aggregate limit. Also, the Subcontractors shall name both the Contractor and the Owner as an additional insured giving at least thirty (30) days' notice of cancellation. Also, the Subcontractors shall name the Contractor and the Owner and cause the commercial liability coverage required by the Contract Documents to include, using ISO Form CG 2010 11/85 or its equivalent, (1) the Owner, its directors, officers, and agents as additional insureds for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its directors, officers, and agents, as an additional insured for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.11 If the Owner is damaged by the failure of the Contractor to maintain any of the insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.

§ 11.1.12 Insurance requirements to operate a drone over the construction site or any other property. If Contractor or its Subcontractors of any tier use or operate a drone or unmanned aircraft on or over the construction site or any other property of the Owner, Contractor shall provide to Owner evidence of sufficient insurance such as aircraft liability insurance to cover any damages, including bodily injury or property damage, caused by the operation and use of such drone or unmanned aircraft prior to its use on or above the construction site or any other property of the Owner. The limit of liability shall be at least $1,000,000 each occurrence. If a Subcontractor of any tier is the operator of such a drone or unmanned aircraft, the evidence of such insurance shall be provided by that Subcontractor.

§ 11.1.13 If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment shall not constitute a waiver.

§ 11.1.14 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.2 Builders' Risk Insurance

§ 11.2.1 Unless the Owner elects to procure builder's risk insurance directly, as a Negotiated Support Service the Contractor shall purchase and maintain until Final Acceptance, in a company or companies lawfully authorized to do business in the State of Washington, property insurance written on a builder's risk "all-risk" or equivalent policy for to cover the course of construction upon the entire Work at the site and all materials or equipment furnished or installed by the Owner on the Project, in the amount of the initial GMP, plus the value of all subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.. This insurance shall insure against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The policy shall include as named insured the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Each loss may be subject to a deductible clause, currently $10,000, but not to exceed $15,000. Except for losses caused by the Owner or by natural occurrences, losses up to the deductible amount or otherwise not covered by insurance shall be a Cost of the Work within the GMP. For losses caused by the Owner or by natural occurrences, losses up to the deductible amount shall be a cost of the Work and shall entitle the Contractor to an increase in the GMP for that deductible amount. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval.

§ 11.3 Waivers of Subrogation

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Contract or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner does not waive the subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance that are required by the Contract Documents and that are purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§11.4 Adjustment and Settlement of Insured Loss

§ 11.4.1 A loss insured under the property insurance required by the Contract shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.2. The Owner shall distribute the proceeds so received in accordance with such agreement as the parties in interest may reach. If no agreement is reached, any damaged Work shall first be repaired or replaced, and payment therefor made from the separate account by Change Order or by payment to a separate contractor, at Owner's option; further disbursements will then be determined pursuant to the provisions of Section 4.4. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Any inconsistent policy provisions will supersede the provisions of this Section.

§ 11.4.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and

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Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.5 Performance Bond and Payment Bond

§ 11.5.1 Contractor's Bonds: The Contractor shall secure and pay for, from a surety company acceptable to the Owner and admitted and licensed in the State of Washington and possessing an A.M. Best's policyholder's rating of A or better and a financial rating of no less than VIII, separate bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the MACC plus sales tax, pursuant to Chapter 39.08 RCW ("Contractor's Bond"). Within ten (10) days of executing the GMP Amendment, the Contractor shall deliver the bonds to the Owner. THE OWNER MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED AND MAY TERMINATE THE CONTRACT FOR CAUSE. The Contractor shall be responsible for any delay in the Contract Time because of failure to submit acceptable bonds.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.5.3 Subcontractors' Performance and Payment Bonds: Each Subcontractor so required by a bidding package or RCW 39.10.380 shall secure and pay for, from a surety company acceptable to the Owner and the Contractor and admitted and licensed in the State of Washington, bonds covering the faithful performance of the subcontract and payment of obligations arising under the Contract Documents related to the subcontract, each in the full amount of the subcontract sum, pursuant to Chapter 39.10 RCW and Chapter 39.08 RCW. Within ten (10) days of entering into the subcontract, and before any payment is due, the Subcontractor shall deliver copies of the bonds to the Owner and to the Architect.

§ 11.6 If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment shall not constitute a waiver.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or the Owner's request or to requirements of a governmental authority or as otherwise specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, Owner, or governmental authority, be uncovered for the requesting party's examination and be replaced at the Contractor's expense without change in the GMP or the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect, Owner or governmental authority has not specifically requested to examine prior to its being covered and for which neither the Contract Documents nor governmental laws or regulations required inspection, the Architect, Owner or governmental authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor employed by the Owner, and in that event the Owner or the separate contractor shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense without any increase to GMP or Contract Time.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the later of the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of

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warranties established under the Contract Documents, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it according to the requirements of this Section 12.2.2 with no change in the Cost of the Work promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor does not promptly in accordance with the provisions of this Section 12.2.2 initiate work to correct the Work designated in the notice, the Owner may proceed to correct the Work and may, without further notice, dispose of materials and equipment as it sees fit, and the Contractor will be liable for all costs. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages.

.1 If, in the Owner's opinion, the nonconforming Work either prevents the use of a portion of the facility and/or immediate response is required to prevent further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), the Contractor shall initiate corrective work on site the same day if the Contractor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours.

.2 If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, of affecting internal security, or of limiting the use of the facility (e.g., potential loss of heat in a single office, failure of one or more plumbing fixtures, loose carpet seam in corridor, interior door lock not working, etc.), the Contractor shall initiate corrective work on site within two (2) working days and shall complete corrective action within five (5) working days.

.3 If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the building, but must be fixed (e.g., interior door closer broken, window cracked, wall covering seam coming loose, etc.), the Contractor shall initiate corrective work on site within fourteen (14) days and shall complete corrective action within twenty-eight (28) days.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the GMP will be reduced by the greater of the (1) cost of correction, or (2) diminution of value of the Work that is not in accordance with the requirements of the Contract Documents. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law and Venue

This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party respect to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 If a majority of the ownership or the control of Contractor is acquired by a third party, and such acquisition reasonably imperils performance or creates a conflict of interest that the Owner, in its sole discretion, cannot reasonably reconcile, then the Owner may terminate this Contract at any time pursuant to Section 14.2, except that the Owner shall give the Contractor thirty (30) days' written notice of termination and the opportunity for the Contractor to cure prior to termination.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to the designated representative as identified in the Agreement, or to an officer of the corporation for which it was intended; or if delivered at, or sent by facsimile, registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by facsimile, or three (3) calendar days after the date of postmark.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. The Contractor's sole remedy for Claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or breach thereof, except Claims which have been waived under the terms of the Contract Documents, however, is the dispute resolution procedure of Article 15.

§ 13.4.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4.3 If any portion of this Contract is held to be void or unenforceable, the remainder of the Contract shall be enforceable without such portion.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections, and approvals of portions of the Work shall be made at an appropriate time and as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to or provided by the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of necessary tests, inspections, and approvals, except that the Contractor will be responsible for any costs of re-testing and any extra costs caused by the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The independent testing agency shall prepare the test reports, logs and certificates applicable to the specific inspections and tests and promptly and simultaneously deliver the specified number of copies of them to the designated parties. The Owner shall bear costs of tests, inspections, or approvals

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that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.5.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

§ 13.5.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall provide the Owner and Architect at least forty-eight (48) hours' notice prior to all tests and inspections.

§ 13.5.7 If the Owner is responsible under the Contract Documents, law or regulation to pay only for an inspection of any inspector, consultant or Architect, the Owner shall be required to pay only for the first actual inspection. If the Contractor arranges for an inspection and an extra cost is incurred because the inspector is required to wait, to leave without inspecting, to perform a partial inspection, to return to complete or re-inspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs to the extent caused by the Contractor. If the Contractor does not pay the charges for which it is responsible within thirty (30) days of billing, the Owner has the option to pay the charges directly and back-charge the Contractor on the next progress payment for the amount paid plus a 10% handling fee.

§ 13.5.8 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect or test by the Owner, the Owner's representatives, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery. Entities performing inspections and/or testing do not have the authority to direct the Contractor's means and methods and are not agents or representatives of the Owner or Architect. Inspections which meet the requirements of code shall not override the requirements of the Contract Documents, which may be more stringent.

§ 13.6 Statutes and Other Requirements

§ 13.6.1 The Contractor shall abide by the provisions of all applicable Washington statutes and regulations. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be a complete list and should not be relied upon as such.

§ 13.6.2 Law Against Discrimination

During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability.

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Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

§ 13.6.3 Provisions for Aged and Handicapped Persons
The Contractor shall comply with pertinent statutory provisions relating to public works under Chapter 70.92 RCW ("Provisions in Buildings for Aged and Handicapped Persons") and the Americans With Disabilities Act.

§ 13.6.4 Safety Standards
The Contractor shall comply with pertinent provisions of Chapter 49.17 RCW ("Washington Industrial Safety and Health Act") and Chapter 296-155 WAC ("Safety Standards for Construction Work").

§ 13.6.5 Unemployment Compensation
Pursuant to Chapter 50.24 RCW ("Contributions by Employers") in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the Commissioner of the Washington State Employment Security Department.

§ 13.6.6 Asbestos Removal
To the extent this Project involves asbestos removal, the Contractor shall comply with Chapter 49.26 RCW ("Health and Safety – Asbestos") and any provisions of the Washington Administrative Code promulgated thereunder, and the applicable section of the Specifications should be viewed for possible insurance required for the applicable Subcontractor.

§ 13.6.7 Lead, Copper, and Cadmium in Drinking Water
No materials or products may be installed or otherwise incorporated into the Work that contain lead, copper, or cadmium that exceed the actionable limits of the Environmental Protection Agency and the Safe Drinking Water Act. Neither the Architect nor the Owner will approve any substitution of material or product that may contain harmful levels of lead, copper, or cadmium, whether in plumbing, water fixtures, or any other fixture, equipment or incorporated building material. At the time of Final Acceptance, Contractor shall submit a letter to the Owner that no lead contamination or lead products have been installed in the building or anywhere throughout the Project in violation of this contractual provision and applicable laws.

§ 13.6.8 Pursuant to Chapter 49.70 RCW ("Worker and Community Right to Know Act") and WAC 296-901 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project Site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 13.6.9 Security. All contractors, suppliers, and visitors who come onto the site may be required to display an identification badge on their person. The Contractor shall be required to administer the distribution of badges and maintain a sign-out log. All badges are to display the signature of the Project Superintendent. All Owner-supplied badges shall be returned before retainage is released.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 Except as provided by RCW 60.28.080, the Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect (during which period the Owner has the opportunity to cure), terminate the Contract and recover from the Owner payment for Work properly executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on Work executed, direct costs incurred by reason of such termination, and direct damages. The total recovery of the Contractor shall not exceed the unpaid balance of the GMP less the remaining contingencies.

§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect (during which period the Owner has the opportunity to cure), terminate the Contract and recover from the Owner as provided in Section 14.1.3. The total recovery of the Contractor shall not exceed the unpaid balance of the GMP less the remaining contingency.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may, upon seven (7) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work or the Contract for cause if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make prompt payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority having jurisdiction;
- **.4** fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;
- **.5** is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- **.6** staffs the Project with personnel different from the personnel listed in its proposal; or
- **.7** otherwise is guilty of a material or substantial breach of or default under a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor on all or a portion of the Work and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4;
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work; and
- **.4** Take or direct any or all of the actions in Section 14.5.1.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the GMP, less the remaining contingencies, exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. The remaining

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contingency shall accrue to the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

§ 14.2.5 If the Owner terminates a portion of the Work, the Contractor shall continue the performance of the remainder of the Work in accordance with the Contract Documents to the extent not terminated.

§ 14.2.6 If, after the Contractor has been terminated pursuant to this Section 14.2 or otherwise for cause, it is determined that none of the circumstances set forth in Section 14.2.1 exists, then such termination shall be considered a termination for convenience pursuant to Section 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The GMP and Contract Time shall be adjusted for changes in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the GMP shall be consistent with the terms of the Contract Documents. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor consistent with the Contract Documents for Work properly executed and costs necessarily incurred by reason of such termination (such as the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders), along with reasonable profit on the Work not executed, not to exceed the Contractor's Fee in the Agreement of the Cost of the Work not performed. The total sum to be paid to the Contractor under this Section 14.4 shall not exceed the GMP, less the remaining contingencies, as reduced by the amount of payments otherwise made, by the larger of (1) the actual value, or (2) the scheduled value of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to Sections 14.5.1.6 or 14.5.1.7.

§ 14.5 Effects of Termination by Owner

§ 14.5.1 Unless the Owner directs otherwise, after receipt of a Notice of Termination from the Owner pursuant to Section 14.2 or 14.4, the Contractor shall promptly:

- **.1** stop Work under the Contract on the date and as specified in the Notice of Termination;
- **.2** place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;
- **.3** procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;

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.4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, as directed by the Owner, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;

.6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

.7 use commercially reasonable efforts to sell any property of the types referred to in Section 14.5.1.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;

.8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and

.9 continue performance only to the extent not terminated.

§ 14.5.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

.1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;

.2 any claim the Owner may have against the Contractor;

.3 an amount necessary to protect the Owner against outstanding or potential liens or Claims;

.4 the agreed price for or the proceeds of sale of any materials, suppliers or other things acquired by the Contractor or sold, pursuant to the provisions of Section 14.5.1.7, and not otherwise recovered by or credited to the Owner; and

.5 the remaining contingency.

§ 14.5.3 If (and only if) the termination pursuant to Section 14.4 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Any Claim by the Contractor for an equitable adjustment under this Section must be asserted within sixty (60) days from the effective date of the partial termination.

§ 14.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under the Contract Documents.

§ 14.5.5 The Contractor shall, from the effective Date of Termination until the expiration of six (6) years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated Work. The Owner may have costs reimbursable under this Article 14 audited and certified by independent certified public accountants selected by the Owner, who shall have full access to all the books and records of the Contractor.

§ 14.5.6 The damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of termination.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract Documents. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a Change Order Proposal accepted by Owner, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor a ROM log entry, nor any other Claim or purported notice of Claim that fails to meet the requirements of the Contract Documents shall constitute a Claim.

§ 15.1.2 Notice. Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, Contractor shall submit written notice to Owner of such claim within ten (10) days after the date when Contractor first knew, or reasonably should have known, of the event or condition giving rise to the apparent claim. The notice must identify itself as a notice of a Claim and shall include a clear description of the event leading to or causing the Claim and describe the nature and impact of the Claim in reasonable detail. Notice is sufficient if the item is both discussed in the weekly meeting and listed in the "Notice" section of the meeting minutes as a notice item.

§ 15.1.3 Claim. Contractor shall submit a written Claim as provided herein within thirty (30) days of the notice. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled to. It shall be fully substantiated and documented. At a minimum the Claim shall contain the following information:

- **.1** A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
- **.2** The date on which facts arose which gave rise to the Claim;
- **.3** The name of each employee of the Owner or Owner's agent knowledgeable about the Claim;
- **.4** The specific provisions of the Contract Documents which support the Claim;
- **.5** Copies of any identified documents, other than the Contract Documents, that support the Claim;
- **.6** If an adjustment in Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in Contract Time should be granted; and Contractor's analysis of its Construction Schedule to demonstrate the reason for the extension in Contract Time;
- **.7** If an adjustment to the GMP is sought, the exact amount sought and a breakdown of that amount into categories as required herein;
- **.8** A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Owner is liable.

§ 15.1.4 After Contractor has submitted a fully documented Claim that complies with all of the contract provisions, Owner shall respond in writing, to Contractor as follows:

1. If the Claim amount is less than $50,000 with a decision within 60 days from the date the Claim is received; or
2. If the Claim amount is $50,000 or more, with a decision with 60 days from the date the Claim is received, or with notice to the Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

§ 15.1.5 To assist in the review of the Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised.

§ 15.1.6 Failure to submit the notice or Claim in accordance with this Section shall constitute an absolute and unconditional waiver, bar and release of such claim.

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§ 15.1.7 The fact that Owner and Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless Owner and Contractor sign an explicit, unequivocal waiver approved by Owner. Actual or alleged prejudice shall not be required to enforce a notice or Claim-submittal provision of this Contract.

§ 15.1.8 Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract, and Owner shall continue to make payments in accordance with the Contract Documents. The time limits for submission of Claims are in addition to, and not in lieu of, the time limits for submission of requests for adjustments to the Contract Time and Contract Sum.

§ 15.1.9 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the GMP, written notice as provided herein shall be given before proceeding to execute the Work, and a written notice and a written Claim must be made in accordance with this Article 15, or it will be waived. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, a Claim shall be filed in accordance with this Article 15. The Contractor shall not be entitled to an increase in the GMP or Contract Time arising out of an error or conflict in or among the Contract Documents where the Contractor failed adequately to review the Contract Documents or failed to report the error or conflict to the Architect and the Owner in a timely manner consistent with the requirements of the Contract Documents. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.10 Claims for Additional Time

§ 15.1.10.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given, and a written Claim must be made in accordance with Article 15 or it will be waived. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Project directly caused thereby. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not a change in the GMP. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the GMP.

§ 15.1.10.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the GMP will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only (but not a change in the GMP) if the Contractor can substantiate to the reasonable satisfaction of the Owner and Architect that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale closest to the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. The change in Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in the Contract Time shall be the extent to which the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

§ 15.1.11 In accordance with RCW 39.10.350(1)(g), the Owner will, in writing, accept, dispute, or reject a request for equitable adjustment, change order proposal, or Claim within thirty calendar days after the receipt by the Owner of related documentation. If the request for equitable adjustment, change order proposal, or Claim is disputed or rejected, the Owner shall state in writing why part or all of the request is disputed or rejected. If the Owner does not respond in writing to a request for equitable adjustment, change order, or Claim within such thirty calendar days, the

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Contractor shall not be deemed to have waived any right to the Claim process, and the request for equitable adjustment, change order request, or Claim shall be deemed denied.

§ 15.1.12 Claims Audit.
§ 15.1.12.1 All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

§ 15.1.12.2 In support of Owner audit of any Claim, Contractor shall, upon request, promptly, and in any event no later than the date provided by Owner, make available to Owner the following documents:

.1 Daily time sheets and superintendent's daily reports;
.2. Collective bargaining agreements;
.3. Insurance, welfare, and benefits records;
.4 Payroll registers;
.5 Earnings records;
.6 Payroll tax forms;
.7 Material invoices, requisitions, and delivery confirmations;
.8 Material cost distribution worksheet;
.9 Equipment records (list of company equipment, rates, etc.);
.10 Vendors', rental agencies', Subcontractors', and agents' invoices;
.11 Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
.12 Subcontractors' and agents' payment certificates;
.13 Cancelled checks (payroll and vendors);
.14 Job cost report, including monthly totals;
.15 Job payroll ledger;
.16 Planned resource loading schedules and summaries;
.17 General ledger;
.18 Cash disbursements journal;
.19 Financial statements for all years reflecting the operations on the Work. In addition, Owner may require, if it deems it appropriate, additional financial statements for three (3) years preceding execution of the Work;
.20 Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
.21 If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
.22 All documents which relate to each and every Claim together with all documents which support the amount of any adjustment in GMP or Contract Time sought by each Claim;
.23 Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
.24 Work sheets, software, and all other documents used by Contractor to prepare its Proposal.

§ 15.1.12.3 The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

§ 15.2 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes without limitation:

.1 damages incurred by the Owner for rental expenses, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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.2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit and for interest or financing costs.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.2 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, to preclude Owner's claim of actual direct damages for Contractor's failure to complete the Project in the time required by the Contract Documents, or to preclude an obligation of the Contractor to indemnity the Owner for direct, indirect or consequential damages alleged by a third party.

§ 15.3 Mediation

§ 15.3.1 If a Claim is not resolved in the dispute resolution procedure of Section 15.1, neither the Contractor nor any Subcontractor or supplier of any tier may bring a claim or action against the Owner in litigation unless all unresolved claims are first subject to nonbinding mediation before a single mediator. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty (30) days of the request, either party may submit the unresolved Claims to either JAMS or Judicial Dispute Resolution, LLC ("JDR"), Seattle, Washington, or such other alternative dispute resolution service to which the parties mutually agree, for appointment of a single mediator according to its procedures.

§ 15.3.3 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 An officer of the Contractor and the Owner's Superintendent or designee, each having full authority to settle the Claims, must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Architect or Subcontractors or suppliers of any tier, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner.

§ 15.4 Litigation

§ 15.4.1 The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 15. The Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 15. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner, or (b) ninety (90) days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of a mediation (the time period between the written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty (30) days after the date of the mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).

§ 15.4.2 The Owner may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

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SKANSKA

Exhibit 1
Contractor's Preconstruction Work Plan

PROJECT: Vancouver Maintenance and Operations
OWNER: City of Vancouver
ARCHITECT: TCF

ESTIMATE TYPE: GC/CM Precon Services
ISSUE DATE: 5/22/2025

Preconstruction Start: 4/22/2025
Preconstruction Complete: 9/30/2026
Duration (weeks): 75
Duration (months): 17

Weeks Check 0

SECTION	ITEM NO.	ITEM DESCRIPTION	QUANTITY	U/M	MAT'L	MATERIAL AMOUNT	AM Brian		PRE Manager Albert		PM Derek		SUP'T Wade		Scheduler Dean		Lead Estimator Noel		Estimate Support Varies		MEP Estimators		Structural Estimators		Project Acct TBD		Sustainability Mark		Diversity Manager Courtney		TOTAL AMOUNT		Comments
							Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Total Hrs	Total $	
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		Kick-off Mtg	0	ea	$ -	$ -	6	0	6	0	6	0	6	0		0	6	0		0		0		0		0		0		0	0	$0	
		Preliminary Estimate and Day 1 Cost Estimate	0	ea	$ -	$ -	4	0	16	0		0	4	0		0	60	0	170	0	73	0		0		0		0		0	0	$0	
		Pull Planning Session	0	ea	$ -	$ -		0	8	0	8	0	8	0	8	0		0		0		0		0		0		0		0	0	$0	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
2.0	**SD**	**5/1/2025 to 6/30/2025**	10	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$110,170
		Preliminary Estimate and Day 1 Cost Reconciliati	1	ea	$ 500	$ 500		0	16	16		0		0		0	16	16	16	16	16	16		0		0		0		0	64	$9,057	
		OAC Meetings (Virtual)	10	ea	$ -	$ -	1	10	2	20	1	10	1	10		0	1	10		0		0		0		0	0.5	5		0	65	$11,080	
		Design Coordination Meetings	10	ea	$ -	$ -	0	0	4	40	2	20	4	40		0	4	40		0		0		0		0	0.5	5	1.0	10	155	$24,343	
		In Person Meetings Held In Vancouver	4	ea	$ 500	$ 2,000	8	32	8	32		0	8	32		0	8	32		0		0		0		0		0		0	128	$24,033	
		80% SD BCS Update	1	ea	$ -	$ -		0		0		0		0		0	60	60	50	50	39	39		0		0		0		0	149	$20,231	
		Scheule Development / Updates	2	mos	$ -	$ -	2	4	8	16	2	4	8	16	6	12	0	0		0	0	0		0		0		0	2	4	56	$8,786	
		Interdisciplinary QA/QC	2	mos	$ -	$ -	0	0	8	16	8	16	8	16		0	10	20		0	6	12		0		0		0	1	2	82	$12,640	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
3.0	**DD**	**7/1/2025 to 10/31/2025**	17	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$290,952
		OAC Meetings (Virtual)	17	wks	$ -	$ -	1	17	2	35	1	17	1	17		0	1	17		0		0		0		0	0.5	9	0	0	113	$19,205	
		Design Coordination Meetings	17	wks	$ -	$ -	0	0	4	69	2	35	4	69		0	4	69		0		0		0		0	0.5	9	1	17	269	$42,195	
		In Person Meetings Held In Vancouver	2	ea	$ 500	$ 1,000	8	16	8	16	2	4	8	16		0	8	16		0		0		0		0	0.5	9	0	0	68	$12,555	
		80% DD Estimate	1	ea	$ -	$ -	4	4	16	16		0	4	4		0	80	80	240	240	160	160	80	80		0		0		0	584	$68,762	
		80% DD Estimate Reconciliation	1	ea	$ -	$ -		0	16	16		0		0		0	24	24	16	16	32	32		0		0		0		0	88	$12,550	
		Scheule Development / Updates	6	mos	$ -	$ -	2	12	8	48	4	24	8	48	6	36	0	0		0	0	0		0		0		0	6	36	204	$30,653	
		Interdisciplinary QA/QC	6	mos	$ -	$ -	2	12	8	48	8	48	8	48		0	10	60		0	8	48		0		0		0		0	264	$41,824	
		Bid Package Management	6	mos	$ -	$ -	0	0	8	48	4	24	4	24		0	4	24		0		0		0		0		0	2	12	132	$20,604	
		DD Phase Value analysis	6	mos	$ -	$ -	0	0	8	48	4	24	4	24		0	16	96	8	48	8	48		0		0		0		0	288	$42,605	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
4.0	**CD**	**11/1/2025 to 9/30/2026**	48	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$430,290
		OAC Meetings (Virtual)	48	ea	$ -	$ -	1	48	2	95	1	48	1	48		0	1	48		0		0		0		0	0.5	24	0	0	310	$52,811	
		Design Coordination Meetings	48	ea	$ -	$ -	0	0	4	191	2	95	4	191		0	2	95		0		0		0		0	0.5	24	1	48	643	$99,159	
		In Person Meetings Held In Vancouver	2	ea	$ 500	$ 1,000	8	16	8	16	2	4	8	16		0	8	16		0		0		0		0		0		0	68	$12,555	
		90% CD Estimate	1	ea	$ -	$ -	4	4	16	16		0	4	4		0	120	120	240	240	160	160	80	80		0		0		0	624	$75,840	
		90% CD Estimate Reconciliation	1	ea	$ -	$ -		0	16	16		0		0		0	16	16	16	16	32	32		0		0		0		0	80	$11,134	
		Scheule Development / Updates	9	mos	$ -	$ -	2	18	8	72	4	36	8	72	6	54	0	0		0	0	0		0		0		0	6	54	306	$45,979	
		Interdisciplinary QA/QC	9	mos	$ -	$ -	2	18	8	72	8	72	8	72		0	10	90		0	8	72		0		0		0		0	396	$62,736	
		Bid Package Management	9	mos	$ -	$ -	0	0	8	72	4	36	4	36		0	4	36		0		0		0		0		0	4	36	216	$32,915	
		CD Phase Value analysis	9	mos	$ -	$ -	0	0	4	36	4	36	4	36		0	8	72	4	36	4	36		0		0		0		0	252	$37,160	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
5.0	**General**		17	mos	$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
		Accounting Support	17	mos	$ -	$ -		0		0		0		0		0		0		0		0		0	8.7	147		0		0	147	$9,546	
		Allowance for Agg Pier Engineering and Misc Shop	1	Allowance	$ -	$ 50,000		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
SUBTOTAL Kickoff																																**$ 840,958**	**Total Labor Cost**
								211		**1070**		**553**		**839**		**102**		**1058**		**662**		**655**		**160**		**147**		**75**		**219**		**5,751**	**Total Hours**

TOTAL MATERIAL / STAFF HOURS / STAFF LABOR	**$54,500**

377.00	**wd**	**PRECONSTRUCTION DURATION (Work Days)**	START	END	DURATION (HRS)
Duration in Hours is based on 8hrs/day for a standard 5 day work-week.			04/22/25	09/30/26	3,016

ESTIMATED REIMBURSABLES

Drawings / Reproduction	1	Allow	$ 500	$ 500
Parking & Transportation	1	Allow	$ 1,750	$ 1,750
Postage / Messenger	1	Allow	$ 250	$ 50
Total Reimbursable				$ 2,300

PRECONSTRUCTION SERVICES SUMMARY

Travel	$4,500
EW Engineering and Detailing Allowance	$50,000

COMMENTS:
- Full estimate and reconciliation at 80% SD not included at the moment. Currently a heavier budget control summary effort performed at that stage
- Recommend performing the CD estimate earlier that 90%

	Total Staff Labor	$ 840,958
	Total Reimbursable	$ 2,300
	SUBTOTAL DIRECT COSTS	$ 897,758
B&O Taxes	Incl in rates	$ -
Insurances	Incl in rates	$ -
Contractors Fee (N/A Fixed Rates)	Incl in rates	$ -
	SUBTOTAL INDIRECT COSTS	$ -
	SUBTOTAL PRECONSTRUCTION SERVICES FEE	$ 897,758
	TOTAL PRECONSTRUCTION SERVICES FEE --->	$ 897,758

Contractor's Preconstruction Work Plan

Hourly Rates											
$251.21 /hr	$168.25 /hr	$134.60 /hr	$154.65 /hr	$135.83 /hr	$176.94 /hr	$90.99 /hr	$129.86 /hr	$95.95 /hr	$64.79 /hr	$108.26 /hr	$111.64 /hr
AM Brian	PRE Manager Albert	PM Derek	SUP'T Wade	Scheduler Dean	Lead Estimator Noel	Estimate Support Varies	MEP Estimators	Structural Estimators	Project Acct TBD	Sustainability Mark	Diversity Manager Courtney

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Exhibit 2
Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
In order to assist the GC/CM proposers in developing the cost associated with the segments of the fee proposals process and how costs are intended to be treated under the Contract Documents, the Owner is providing the following Cost Responsibility Matrix (CRM). The shaded and checked box indicates in what section the Owner expects the GC/CM proposer to apply the identified costs. This list is not intended to be a complete list of activities and costs required to complete the project, but a guide outline. Proposers should refer to the Request for Final Proposals (RFFP) along with the Contract Documents (Agreement & General Conditions), including all addenda, to ascertain all of the full project scope requirements. In the event there is conflict or omitted items contained in the CRM, the Contract Documents shall govern. Note that there are some items listed in the CRM that are not specifically addressed in the RFFP or Contract Documents but have been added to this CRM to clarify scope. These clarified scope items shall be included in the scope of services.								
Preconstruction Services (Definition)		X						
Make recommendation on possible alternate or substitute products, technologies, techniques, methods and practices.		X						
Preconstruction Services & related tasks prior to GMP.		X						
Review design drawings and specifications and comment on errors, omissions, inconsistencies and coordination issues.		X						
Evaluate Owner's program, schedule and construction budget.		X						
Design meetings with Owner and Architect and recording/dispersement of meeting minutes.		X						
Advise and make recommendations to Owner and Architect on design issues such as site use, selection of building materials, building systems, equipment and other project determinents.		X						
Assist Owner and Architect in establishing building information modeling protocols and standards.		X						
Review Owner-provided reports, existing facility record documents, design standards and program information and identify any errors or inconsistencies between them and the design.		X						
Constructability plan and ongoing constructability review/analysis of the design documents.		X						
Ongoing value engineering review and recommendations of the design documents.		X						
Site Investigation.		X						
Preparation and update of project schedule prior to GMP.		X						
Construction phasing plan and recommendations on phasing and early procurement prior to GMP.		X						
Ongoing cost estimating and budget reconcilliation prior to GMP.		X						

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Make recommendation on equipment, materials, services and temporary facilities.		X						
Analysis of subcontractor and supplier market conditions prior to GMP.		X						
Development of subcontracting plan and subcontractor outreach to develop interest in the project prior to GMP.		X						
Subcontractor bididng process, including pre-bid eligibility, subcontractor bidding, subcontractor buyout and subcontract award and execution prior to GMP amendment.		X						
Testing, intrusive investigation, selective demolition and restoration during design, when pre-approved by Owner.		X						
Submit information as required to CPARB, prior to GMP.		X						
Udating and/or modifying of building information models supplied by Owner/Architect for cost estimating purposes.		X						
Advise/recommend on early procurement and/or early bid packages and provide planning, assembly, advertising, pre-bid conference, bidding, and associated GMP Amendment/Mini-MACC.		X						
Construction Manager's Fee (Definition)			X					
GCCM profit and all overhead expenses not otherwise reimbursable under Contract Documents.			X					
Overhead and other expenses of the GCCM's home office and offices other than the on-site office.			X					
All taxes (use, B&O, income, etc.), except State and local sales tax.			X					
Preparation and negotiation of Guaranteed Maximum Price proposal and the final Guaranteed Maximum Price Amendment.			X					
Costs above the Guaranteed Maximum Price, other than costs approved by Owner in a Change Order.			X					

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Cost Responsibility Matrix

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Salaries and other compensation of GC/CM personnel not stationed at the on-site office.			X					
Bonuses, Profit Sharing, Incentive Compensation and other Discretionary Payments.			X					
GCCM's capital expenses.			X					
Costs due to the negligence of or failure to fullfill a specific responsibility of the contract by the GC/CM, subcontractors of any tier, supplier or anyone employed by any of them.			X					
Overtime wages not pre-approved by Owner.			X					
Main office, home office or on-site office accounting related or data processing related, software, hardware or computer related costs.			X					
Penalties and fines imposed by a Governmental entity.			X					
Liquidated Damages.			X					
Costs of reproduction, telegrams, facsimilies, long-distance phone calls, postage, express delivery charges, telephone at the site and reasonable petty cash expenses of the on-site office.			X					
Legal, consultant or claims-related costs.			X					
Business licenses.			X					
Correction of Work rejected or deemed nonconforming to the requirements of the Contract Documents, including retesting and inspections.			X					
GC/CM's costs related to mediation related to claims, disputes or other matters.			X					
Specified General Conditions (Definition)				X				
GC/CM management of Negotiated Support Services.				X				

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GC/CM construction administration, management services and supervision of the project.				X				
All costs, except bid document reproduction and advertisement, associated with subcontractor pre-bid eligibility, subcontractor bidding, subcontractor buyout and subcontract award and execution after the GMP.				X				
All aspects of safety, and/or the project safety plan, implementation and administration.				X				
Any cost that is not specifically identified as a Reimbursable Cost of the Work, a Negotiated Support Service or as covered by the Fee.				X				
All bonds and insurance, except builders risk, required by A201 - Section 11 and bonding of subcontractors with contract value < $300K.				X				
Develop, submit, monitor, report and update Construction Schedule after GMP.				X				
Daily logs documenting construction activities, weather, subcontractors/workers on site, equipment on site, deliveries, safety/injury information, photos and other information.				X				
Maintain record copy of all subcontracts, purchase orders, record drawings and specifications, addenda, change orders, shop drawings, product data, samples, submittals, inspection reports, applicable handbooks, O&M manuals and instructions.				X				
Provide General Contractor's project manager(s), superintendent(s), field engineer(s), QC specialist(s), scheduling engineer(s), safety engineer(s), quality control specialist(s), administrative, clerical, accounting and data processing personnel.				X				
Develop Submittal Schedule and receive assemble, review, submit, track, revise, resubmit and maintain file of approved Submittals, Product Data, Samples and Shop Drawings.				X				
Assembly, submittal, revision and processing of Proposal Requests, Change Order Proposals, Construction Change Directives and Change Orders.				X				

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Wages or salaries of the GC/CM's supervisory and administrative personnel stationed at the site or a location other than the site.				X				
Wages and salaries of the GC/CM's supervisory and administrative personnel engaged at factories, workshops or while traveling in expediting the production or transportation of materials or equipment required for the Work.				X				
Onsite storage and handling of materials.				X				
Costs of the GC/CM's site office furnishings and equipment including technology, communication (phone, fax, cell phone), clerical and reproduction (copiers, printers and scanners).				X				
Costs for the GC/CM's electronic equipment and software, including computers, copy machines, printers, scanners, plotters and fax machines.				X				
Expenses incurred for relocation and temporary living allowances of GC/CM personnel.				X				
Commuting or travel costs from the GC/CM's home office or from any personnels home.				X				
Warehousing in the GC/CM's facility.				X				
Assembly, submittal, revision and processing of Application for Payment and Schedule of Values.				X				
Background/record check for employees of GC/CM and subcontractors through Washington State Patrol.				X				
Develop and administer a site security and tracking system for all individuals with access to the project site. System shall require all contractors, subcontractors, suppliers and visitors to display an identification badge/sticker.				X				
Coordination, Cooperation and Scheduling with and access to site for Owner and/or Owner's separate contractor(s).				X				

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Costs of document reproduction and delivery charges except for subcontractor bid packages, fax transmissions, long-distance phone calls, postage and parcel delivery charges, telephone and internet service at the site and reasonable petty cash expenses of the site office.				X				
Project Substantial Completion, Punchlist, Final Completion and Warrantee period requirements, deliverables, Work, tasks, processes, procedures, administration and coordination.				X				
Management, coordination and administration of work during commissioning process.				X				
All required and necessary Owner training.								
Notify, manage, coordinate and scheduling the independent special testing agency work and keep records of testing reports.				X				
Submit information as required to CPARB, after GMP				X				
Cost estimating after GMP.				X				
Facilitation of preconstruction, construction progress, pre-installation, subcontractor, and other construction related meetings after GMP, including meeting facilitation/administration and recording and distribution of minutes.				X				
Subcontract/subcontractor management, administration and coordination.				X				
GCCM's project-related accounting, cost accounting, cash flow analysis and record keeping realated to those functions.				X				
Mangement and administration of regulatory requirements.				X				
Maintain and update building information models during construction.				X				
Cost for company-owned vehicles or vehicle allowances for employees and the mileage, maintenance and fuel costs for such vehicles.				X				

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Subcontractor outreach to develop interest in the project after the GMP.				X				
All costs related to project closeout including, but not limited to, labor, activities and procedures.				X				
GC/CM's costs for hard-wired service connections, connection fees and monthly service charges for computers, internet, phone, copy machines and fax machines. Note that subcontractor costs for these items shall be included in the cost of the work.				X				
All costs related to project record documents.				X				
Cost of the Work/MACC (Definition)					X			
Allowances for Work that is not fully defined and/or quantified at the time of the GMP.					X			
Subcontractor bid document reproduction, after GMP, unless paid directly by Owner.					X			
Subcontractor cost(s) including labor, materials, equipment, rentals, fee, insurance, bonds etc. as allowed by the Contract Documents.					X			
Design-build subcontractor(s) and designer(s) as required by the Contract Documents.					X			
Wages or salaries of GC/CM's construction workers performing construction of the work at the site.					X			
Personnel payroll related costs required by law or collective bargaining for taxes, insurance, contributions, assessments. For personnel not covered by collective bargaining, sick leave, medical and health benefits, holidays, vacation time and pensions.					X			
Cost of materials and equipment, including transportation and off-site storage, to be incorporated in the construction.					X			

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In order to assist the GC/CM proposers in developing the cost associated with the segments of the fee proposals process and how costs are intended to be treated under the Contract Documents, the Owner is providing the following Cost Responsibility Matrix (CRM). The shaded and checked box indicates in what section the Owner expects the GC/CM proposer to apply the identified costs. This list is not intended to be a complete list of activities and costs required to complete the project, but a guide outline. Proposers should refer to the Request for Final Proposals (RFFP) along with the Contract Documents (Agreement & General Conditions), including all addenda, to ascertain all of the full project scope requirements. In the event there is conflict or omitted items contained in the CRM, the Contract Documents shall govern. Note that there are some items listed in the CRM that are not specifically addressed in the RFFP or Contract Documents but have been added to this CRM to clarify scope. These clarified scope items shall be included in the scope of services.								
Costs of transportation, storage, installation, dismantling, maintenance and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM and fully consumed in performance of the work.					X			
Rental charges from a third party for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM at the site and costs of transportation, installation, dismantling, minor repairs and removal of such temporary facilities, machinery, equipment and hand tools.					X			
Rentals from the GC/CM or an entity that it or any of it's owners has ownership.					X			
Subcontractor cost for progress cleaning including removal of rubbish and debris from the site of the Work and its proper and legal disposal. Note that a separate, specific subcontract for progress cleaning, rubbish removal and debris removal not normally included in a trade subcontract is not allowed as a cost of the Work.					X			
Fees of laboratories for tests required of the GCCM by the Contract Documents, except those related to defective or nonconforming work.					X			
Royalties and license fees paid fro the use of a particular design, process or product required by the contract documents.					X			
Deposits lost for causes other than the GC/CM's negligence or failure to fulfill a specific responsibility in the Contract Documents.					X			
Subcontractor permits, fees and licenses.					X			
Material, equipment, product and system warranties.					X			
Cutting, patching and restoration.					X			
Costs associated with uncovering work that is prematurely covered up prior to the Owner, Architect or a povernmental authority having been provide proper opportunity to inspect.					X			

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Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.					X			
Subcontractor's costs for hard-wired service connections, connection fees and monthly service charges for computers, phone, copy machines and fax machines. Note that GC/CM's costs for these items shall be included in the Specified General Conditions.					X			
Costs for Subcontractor's electronic equipment and software, including computers, copy machines, printers, scanners, plotters and fax machines and the related connection and useage costs.								
Subcontractor costs for preparing, submitting and approval of submittals including, but not limited to, product data, samples, mockups, shop drawings, layout drawings required by specification divisions 02-49.					X			
Protection of building products subject to damage, under cover in a clean and weather-tight enclosure, with ventilation adequate to prevent condensation and maintain temperature and humidity within range required by manufacturer’s instructions.					X			
Construction waste including on-site containers for waste and recycling as well as related collection and/or disposal costs.								
All costs associated with equipment and utility shutdowns, including costs for associated overtime work, schedule changes or failure to complete utility connections within authorized shutdown periods.					X			
Removal of all temporary support facilities including, but not limited to, hoist power and water infrastructure, hoist foundations, and communications cabling and pathway, unless indicated otherwise in the Contract Documents and restoration of the Project site to original or new conditions, patching and filling as required to match adjacent surfaces.					X			

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Coordinate the need and pay for all electrical power and service with the local public utility. Contractor shall pay for, provide, and install all necessary temporary equipment for the installation and removal of temporary construction power as required for the Project and by the Owner and/or public utility. Temporary equipment shall be installed and maintained in accordance with applicable safety regulations and the Owner's requirements.					X			
Provide and maintain construction lighting to provide adequate general illumination of the work area for all trades. Shield construction lighting from adjacent residential areas.					X			
If Owner's HVAC system is utilized for construction, protect the HVAC system from construction dust contamination, install MERV 8 filter media, Replace Owner's filtration on any return air fan system with a minimum 85 percent filtration media prior to substantial completion and provide cleaning of the components exposed to contamination prior to Owner's occupancy.					X			
Costs associated with Preliminary Cleaning operations as a prerequisite for Architect's Final (Punchlist) Inspection.					X			
Coordinate and pay for: all temporary construction water with the local public utility; all cost of temporary piping including pressure reducing station, back flow preventer; and removal of piping and restoration as required by the public utility at the completion of the Work.					X			
Temporary enclosures including, but not limited to, fire-rated barriers, dustproof enclosures and site fences to protect the Work and to provide for public protection as required by law and ordinance.								
Negotiated Support Services (Definition)						X		

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Cranes and hoisting related costs including, but not limited to, mobile and/or tower cranes, personnel hoists, forklifts, and other specialized lifting apparatus and their labor for operation, as required for the work, if not subcontracted.						X		
GC/CM cost for progress cleaning including removal of rubbish and debris from the site of the Work and its proper and legal disposal, except when performed by a trade subcontractor as part of their subcontract work.						X		
Street cleaning, sweeping, dust control and maintenance/control of traffic, including flaggers, cones, signage, etc., on public streets and roads.						X		
Temporary heat, hookups and toilet & wash facililties.						X		
Temporary hookup, meter, fees and installation for construction utilities including, water, electric, natural gas, sewer and storm water.						X		
Advertisement and negotitiation of subcontractor bid packages after GMP.						X		
Builders Risk Insurance, if not paid by Owner.						X		
Fees for project-specific permits, licenses and the inspections of authorities having jurisdiction required of the GC/CM by the Contract Documents.						X		
Cost for final cleaning required following Architect's Final (Punchlist) Inspection and prior to Substantial Completion.						X		
Except for subcontractor permits, fees and licenses, all additional permits, licenses and micellaneous or ancillary fees required for the execution of the Work, including costs of renewal and penalties.						X		
Temporary protection of trees, shrubs, lawns, walks, pavement, etc.						X		
Temporary trailer/ field office space for Contractor and Owner/Architect, if required.						X		

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Furnish and install project identification sign(s) as designed by Architect.						X		
Cost for utilities (power, water and sewer) used during construction.						X		
Construction site security including security lighting, camera systems, alarm systems, patrols, fire watches, etc., as required.						X		
Temporary, construction utility (water, power, sewer) permits/fees, hook-up and meters.						X		
Provide, install and maintain erosion control measures.						X		
Provide, install and maintain scaffolding and shoring.						X		
Temporary elevator operations during construction and prior to inspection/approval by WA L&I.						X		
Weather protection costs not included in subcontractor bid scope.						X		
Building system mockups required by Contract Documents.						X		
Test Engineer Services						X		
Electrical Testing Subcontractor.						X		
Temporary fire protection.						X		
Furnish adequate temporary facilities for the sole use of the Owner's Testing Agency to provide safe storage and curing space for test specimens that must remain on-site prior to transport to the laboratory.						X		
Provide, install, maintain and remove miscellaneous temporary construction to protect the Work, including but not limited to, all required tarpaulins, canopies, warning signs, steps, bridges, platforms and other temporary construction necessary for the safe and proper completion of the Work.						X		

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Provide, install, maintain and remove temporary noise barriers between work equipment and adjacent facilities or properties as required to Maintain the sound pressure level of exterior construction noise from exceeding 60 decibels with a frequency rating function A (60 dBA) inside adjacent facilities with windows closed between the hours of 7:30 a.m. and 5:30 p.m. weekdays						X		
Services of Contractor's Structural Engineer and Contractor's Surveyor						X		
Travel expenses for out of town travel for project specific purposes, only if approved by the Owner,						X		
Construction Manager's Contingency (Definition)							X	
Costs related to project and design issues that a reasonable construction manager should have resolved during Precon.							X	
Costs for coordination items between drawings, drawings and specifications, items specified and not drawn, ambiguities in the Contract Documents.							X	
Buyout errors or shortfalls, scope gaps and coordination items between disciplines.							X	
Damaged Work not covered by insurance.							X	
Unanticipated General Conditions expenses.							X	
Increases in bid subcontracts and subcontractor performance or failure.							X	
Builders Risk Insurance, if paid by Owner.								X
Changes in scope of the Work after the GMP that result in Change Order.								X

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Concealed or unknown conditions that could not have been reasonably anticipated or discovered by the GC/CM during Preconstruction.								X
Regulatory agency changes after the GMP.								X
Significant design errors or omissions in the drawings or specs that could not have been reasonably anticipated or discovered by the GC/CM prior to GMP.								X
Changes required by governmental inspectors to meet requirements beyond those required in regulations.								X
Adjustments to allowances contained within the GMP.								X
State and local sales taxes.								X
Tests, inspections and reports required by law or otherwise agreed to, including structural, mechanical, chemical, air and water polution and hazardous materials.								X
Existing site survey and legal description.								X
Geotechnical engineering investigations and report.								X
Initial building permit and fees.								X
Independent Testing Agency testing and inspection services.								X
Subcontractor bid document reproduction prior to GMP.								X
Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.								X
Design Team (Architectural & Engineering) Services.								X
Owner's Commissioning Authority.								X
GC/CM Advisory and Project Management Consultant, if applicable.								X

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Auditing Consultant.								X

Staff Report: 187-25

To: Mayor and City Council
From: City Manager
Date: September 15, 2025

Subject

Software Services Agreement — Online Rental Registration System Award - Request for Proposal 46-25

Key Points

- Beginning January 1, 2026, rental units within Vancouver will be required to register annually pursuant to chapter 5.08 VMC.
- On July 23, 2025, the City issued RFP 46-25 to solicit proposals for an Online Rental Registration System.
- The recommended five-year contract award is $122,000 in Year 1 and $104,000 in Years 2 – 5 to OpportunitySpace, Inc. dba Tolemi.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation

Vancouver has nearly 40,000 residential rental units according to 2023 U.S. Census data, but the City lacks comprehensive, up-to-date information about where those units are, how they're managed, or their condition. Without a reliable inventory of rental housing, it is difficult to monitor trends, target resources, or ensure consistent standards of quality and safety across neighborhoods. A rental registration program will help close this critical data gap by creating a baseline understanding of the City's rental housing stock, enabling more effective policy decisions and better support for both tenants and landlords.

Community stakeholders have consistently voiced strong support for proactive rental housing preservation. This priority has been echoed in several major planning efforts, beginning with the 2016 *Affordable Housing Task Force Report*, and continuing through the 2019 *RESIDE Vancouver* Plan and the 2021 *Equitable Development Strategy*. Across each of these efforts, community input has emphasized the need for a rental housing registration and inspection program as a tool to protect tenants and property owners, ensure housing quality, and support neighborhood livability.

On July 14, 2025, City Council passed an ordinance adopting chapter 5.08 VMC, creating a rental registration program effective January 1, 2026.

To collect and analyze rental unit data and facilitate future inspection requirements, an "off the shelf" online registration system was recommended, and the City issued RFP #46-25 on July 23, 2025, with proposals due August 13, 2025. Five proposals were received, and staff reviewed and scored all proposals. Two high-scoring vendors demonstrated their systems to City staff. All staff agreed to recommend Tolemi's web platform for rental registration and data integration and analysis. Tolemi

confirmed that they would be able to customize and launch a rental registration program for Vancouver by January 1, 2026.

Tolemi has implemented and currently operates long-term rental registration and licensing in more than 50 cities across the United States. This system will provide a single point of entry for rental registration support, including bilingual assistance. Property owners or managers will be able to transmit required registration information, submit payments, schedule inspections, track application status, upload documentation, and manage outstanding tasks. The online system is accessible via mobile devices, featuring user-friendly elements like address validation, bulk upload of property portfolios, and automated email alerts.

Tolemi will integrate seamlessly with both Workday and INFOR, the City's existing financial and code compliance software. Tolemi's system also enforces compliance through rental identification and proactive outreach to new owners and allows staff to access prebuilt reports, as well as build ad hoc reports.

The workflow is completely customizable and will allow City staff to manage registrations, view reports, assist residents, refund payments, and revoke licenses. Workflow automation includes automated task assignment and due dates, automated and/or customizable alerts via email and in-app notifications for outstanding and overdue tasks. The system allows unlimited City users and registrants and will track all external and internal communications. All data captured or created can be exported into other City systems and databases, ensuring sync with City processes.

Advantage(s)

1. Less expensive and faster to implement than developing a custom system.
2. Vendor support and system maintenance for updates, bug fixes, and cybersecurity patches.
3. Able to handle large volumes of users and data.
4. User-friendly for property management and rental owners to easily navigate without extensive city staff intervention.

Challenge(s)

The City will require an ongoing subscription and rely on vendor's service, pricing and upgrade schedule.

Budget Impact

Year 1, including the implementation costs, is $122,000. The Year 1 costs were added to the FY 25-26 budget through the 2025 Spring Supplemental budget. Years 2 - 5 are $104,000 annually over the 5-year contract. Subsequent annual costs will be funded through registration fees and included in future biennial budgets.

Prior Council Review

- June 16, 2025, first reading of rental registration code ordinance.
- June 23, 2025, amended first reading of rental registration code ordinance.
- July 14, 2025, public hearing, final reading and adoption of rental registration code in chapter 5.08 VMC.

Action Requested

On Monday, September 15, 2025, authorize the City Manager, or designee, to execute a software services agreement between the City of Vancouver and OpportunitySpace, Inc., d.b.a. Tolemi, for an estimated amount not to exceed $538,000 over 5 years to implement and manage the Tolemi rental registration system; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Staff Contact

Samantha Whitley, Housing Programs Manager, samantha.whitley@cityofvancouver.us

Attachments:

1. SaaS Agreement C-102057 final

City of Vancouver, Washington - Software Services Agreement

C-102057 Online Rental Registration Program

This Software Services Agreement ("Agreement") is entered and effective on the last date signed below ("Effective Date") by and between the City of Vancouver, a Washington municipal corporation with its principal location at 415 W. 6th Street , Vancouver, Washington 98660 ("City") and OpportunitySpace, Inc., dba Tolemi, a Delware corporation with its principal location at 295 Devonshire St 4th Floor, Boston MA 02110 (the "Service Provider"). Together, the City and Service Provider are the "Parties".

Recitals

1. Service Provider provides the online rental registration system, Slate and Building Blocks, to allow rental property owners to register housing units online (the "Services").
2. The City desires to engage the Service Provider to provide the Services.
3. Service Provider desires to provide City with the Services pursuant to the terms and conditions of this Agreement.

Agreement

The Parties agree as follows:

1. **Services**. Service Provider will provide the Services as stated on the applicable purchase order, notice to proceed, or other ordering document ("Purchase Order") issued under this Agreement.

2. **Professional Services**. The Parties will work together on implementation of the Services pursuant to Exhibit 2 – Professional Services and associated Statement(s) of Work, as applicable.

3. **License Grant**. Service Provider grants City a non-exclusive, worldwide, irrevocable during the Term license to use the Services for City business purposes.

4. **Acceptable Use Policy**. City will comply with Service Provider's Acceptable Use Policy ("AUP") as provided by Service Provider in Exhibit 4.

5. **City Data**.
   5.1. *Ownership; License Grant*. "City Data" means any and all data City provides to Service Provider or to the Services in connection with the use of the Services and any data generated by Service Provider in connection with providing the Services to City except for data generated by the Services for Service Provider's internal business purposes, which is Service Provider data. City owns all City Data. City licenses City Data to Service Provider solely for the purposes of providing the Services to City or improving the Services for City. Service Provider shall not use City Data for any other purpose, including as artificial intelligence training data.
   5.2. *City Data Self Export and Retention.* Provider will ensure that City can access and export City Data from the Services at any time. Service Provider will make available common exportable formats. Service Provider will ensure that City is able to set specific retention periods and purge City Data (individual records or records sets).

5.3. *Developer API*. If applicable, Service Provider will provide City with access to its developer API to allow City to develop integrations with other City services. Service Provider will provide any developer terms it may require as Exhibit 5 to this Agreement.

6. Service Provider Intellectual Property. Service Provider maintains all right title and interest in and to its intellectual property in the Services, subject only to the license granted to City under this Agreement. City maintains all right, title and interest in and to City Data**.**

7. Fees; Payment.

7.1. *Fees*. City will pay the undisputed fees for the Services provided by Service Provider as stated in the applicable Purchase Order and invoiced to City, within 30 days of the City's receipt of the invoice ("Fees"). Service Provider will send invoices to software@cityofvancouver.us.

7.2. *Fee Disputes*. City will pay all undisputed amounts pursuant to this Section 7. City may withhold payment of amounts that City disputes in good faith. City will notify Service Provider of any disputed amounts within 30 days of invoice date. The Parties will mutually agree in writing regarding the resolution of any dispute, within 60 days from the invoice date.

7.3. *Taxes*. City will pay all applicable taxes related to its receipt of the Services, including any sales, use, excise, or other tax required by law and any governmental fee, duty, or charges that may be imposed related to the Services received under this Agreement. City will have no responsibility for any taxes imposed on Service Provider's income.

7.4. *Fee Increases*. Service Provider shall not increase the Services fees during the Term or any Renewal Term, except on a per license basis at the same rate as the initial Purchase Order for any increases made under Section 7.5.

7.5. *License Increases and Decreases*. City may increase at any time during the Term or increase or decrease individual licenses, as applicable, in connection with a Renewal Term (as defined in Section 10).

8. **Service Level Agreement**. City will accept Service Provider's Service Level Agreement if it conforms to or exceeds the minimum requirements stated in Exhibit 1.

9. **Training**. Service Provider will provide initial and ongoing training for the Services for City users and technical support employees, subject to professional services terms and related fees, as applicable.

10. **Term**. The initial term of this Agreement is five years ("Initial Term"). The Parties may mutually agree in writing to extend the term not less than 60 days prior to the end of the then-current term for up to five additional years (each, a "Renewal Term"). The Parties may terminate during the Initial Term or Renewal Term pursuant to Section 11. Together, the Initial Term and any Renewal Term are the "Term". The Parties may not extend the Term beyond ten years. The Parties will comply with Section 11.2 in connection with expiration of the Term under this Section 10.

11. **Termination; Transition Assistance**.

11.1. *Events of Termination*.

11.1.1. For Convenience. The City may terminate this Agreement at any time with 30 days' prior written notice to Service Provider. This City will pay Service Provider all fees due for

Services provided through the termination date. Service Provider will refund any City prepayments within 30 days of the termination date.

11.1.2. For Material Breach. City or Service Provider may terminate the Agreement for material breach by a party following written notice of the breach and 10 business days' opportunity to cure the breach. The Parties may mutually agree in writing to extend the cure period. In the event of a Security Breach as defined in Exhibit 3 – Data Security, Section 14.1.2, 14.1.4, 14.1.5, or 14.1.6, City may terminate the Agreement immediately without liability to Service Provider.

11.1.3. For Uptime Percentage Failures. City may terminate the Agreement immediately if Service Provider fails to meet its uptime percentage in any three months during the Term. Service Provider will refund any City prepayments within 30 days of the termination date.

11.2. *Effect of Termination; Transition Assistance*.

11.2.1. Final Payment. If applicable, City will pay Service Provider the undisputed amount due as of the termination effective date, within 30 days of the termination effective date.

11.2.2. License Termination. All licenses will terminate as of the termination effective date. City will cease use of the Services except as necessary to transition the Services during the Transition Assistance Period (defined in Section 11.2.5).

11.2.3. Return of City Data. Service Provider will work with City to ensure that all City Data is either exported from the Services or transitioned to another service provider in compliance with all City requirements provided in writing to Service Provider. Service Provider will work in good faith with City for up to six months following the termination effective date to resolve any data export or transition errors or inconsistencies. Service Provider shall securely purge all City Data from the Services after the end of the Transition Assistance Period as instructed in writing by the City. Service Provider may retain City Data in its database backups, support requests and tickets, audit logs, and server system logs. Service Provider's database backups that include City Data must be purged within 12 months of the end of the Transition Assistance Period.

11.2.4. Service Provider Confidential Information. Upon written request City will either return or destroy Service Provider's Confidential Information in its possession except that it may retain copies of such information as may be required for recordkeeping purposes under Applicable Laws.

11.2.5. Transition Assistance. Upon notice of termination, the Parties will mutually agree in writing to a transition plan within 30 days, or later if mutually agreed by the Parties in writing. Service Provider will provide all assistance City requires to transition City Data in the Services from Service Provider to another service provider or to the City ("Transition Assistance Period") at the then-current monthly cost of the Services.

12. **Confidential Information; Public Disclosure Compliance**

12.1. *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.

12.2. *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.

12.3. *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.

12.4. *City Data Confidentiality*. Notwithstanding Section 12.1-3, Service Provider will maintain the confidentiality of all City Data in its possession in conformance with Exhibit 3 – Data Security.

13. **Data Security**. Service Provider's obligations regarding the security of City Data are set forth in Exhibit 3 – Data Security.

14. **Representations and Warranties**.

14.1. *By Service Provider*. Service Provider represents and warrants:

14.1.1. it is lawfully formed and in good standing under the laws of its state of formation and is licensed to do business in the State of Washington;

14.1.2. 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;

14.1.3. it will provide the Services in a professional manner using skilled personnel in conformance with industry standards. Service Provider will reperform any Services that breach this representation and warranty at no cost to City;

14.1.4. it is or will become compliant with the federal E-Verify program within 60 days of the Effective Date by entering a Memorandum of Understanding (MOU) with the Department of Homeland Security's E-Verify program;

14.1.5. it does 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.

14.1.6. the Services contain no malicious code that could adversely impact either City access to the Services or City Data.

14.2. *By City*. City represents and warrants it is a municipal corporation lawfully formed and in good standing under the laws of the State of Washington.

14.3. *Breach of Representation and Warranty*. The Parties agree a breach by a Party of this Section 14 is a material breach of the Agreement.

15. **Indemnification**. Service Provider 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 asserting a violation of the intellectual property rights in relation to the Services; (b) its negligence or willful misconduct; (c) material breach of the Agreement; (d) non-compliance with Applicable Laws; (e) a Security Breach as defined in Exhibit 3 – Data Security; (f) a third-party WPRA claim involving Service Provider information; and (g) Service Provider's court action to enjoin release of Service Provider information under the WPRA. City will promptly notify Service Provider of a claim under this Section 15 and will provide reasonable cooperation to Service Provider in the defense of the claim. Service Provider will have control over defense and settlement of the claim, except that Service Provider 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.

16. **Limitation of Liability**. EXCEPT FOR A BREACH OF OBLIGATIONS IN EXHIBIT 3 - DATA SECURITY, SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS, OR SERVICE PROVIDER'S NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING LOST PROFITS, LOST BUSINESS, DAMAGE TO REPUTATION REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

17. **Insurance**. Service Provider shall maintain insurance during the Term, through a provider licensed to do business in the State of Washington, sufficient to meet its obligations under this Agreement in amounts not less than:

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. Technology Errors & Omissions	
Policy shall include coverage against claims related to intellectual property infringement, privacy violations, data breaches, information theft, damage to or destruction of City Data, intentional and/or unintentional release of City Data, and alteration of City Data, extortion, and network security.	$2,000,000

17.1. *Compliance with other Insurance Policies.* Service Provider will remain compliant with all other insurance obligations it may have pursuant to its personnel or Applicable Laws.

17.2. *Coverage Trigger*. Service Provider's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.

17.3. *Additional Insured Requirement.* The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

a. *Certificates*. The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Service Provider will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

18. **Audit Rights**. City or its designated agent may audit Service Provider's compliance with this Agreement. City will provide Service Provider with reasonable prior notice of an audit. Service Provider will provide any City-related financial reports and security compliance documentation upon written request for audit purposes. The Parties may mutually agree in writing to an alternative to an in-person audit.

19. **General Provisions**.

19.1. *Cooperative Purchasing*: The Washington State Interlocal Cooperation Act, RCW 39.34 ("ICA"), authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Service Provider agrees that other public agencies may purchase services under this Agreement at their own cost in compliance with the ICA. City will have no liability or obligation to Service Provider related to that separate agency agreement.

19.2. *Relationship of the Parties*. The relationship of the Parties under this Agreement is that of independent contractors. Service Provider is solely responsible for the manner, method, and means of providing the Services. Service Provider and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Service Provider will pay all Service Provider 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.

19.3. *Subcontractors*. Service Provider will not use subcontractors to provide the Services except with the City's prior written consent. Service Provider is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

19.4. *Compliance with Law*. The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws") in the performance and receipt of the Services. Service Provider shall modify the Services as necessary to comply with Applicable Laws.

19.5. *Permits, Licenses, Certifications*. Service Provider is responsible for obtaining any license, permit or certificate that may be required by any federal, state or local law in connection with

the performance of Service Provider'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.

19.6. *Americans with Disabilities Act Accessibility*. Service Provider will ensure the Services are minimally compliant with WCAG 2.1 Level AA in compliance with the Americans with Disabilities Act. Service Provider will certify its compliance by providing an accessibility conformance report to City upon request.

19.7. *Publicity.* Neither party may use the other party's name or trademarks for any purpose without the prior written consent of the other party.

19.8. *Survival*. Sections 5.1, 11, 12, 13, 15, 16, and 20 will survive termination of this Agreement.

19.9. *Waiver*. A party's waiver of any term of this Agreement must be in writing and be signed by the party waiving compliance.

19.10. *Remedies*. Remedies under this Agreement are cumulative; exercise of one remedy will not exclude or waive any other remedy.

19.11. *Assurances*. City may require Service Provider to make written assurances of its ability to perform under the Agreement, including as stated in Exhibit 3 – Data Security.

19.12. *Third Party Beneficiaries*. There are no third-party beneficiaries under this Agreement.

19.13. *Counterparts*. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

19.14. *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 (if applicable); 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.

19.15. *Assignment*. Service Provider shall not assign this Agreement without the express written consent of the City. Any assignment in violation of this subsection is null and void. Subject to this Section 19.15, this Agreement is binding on permitted assigns.

19.16. *Notices*. All notices will be hand delivered, sent by certified mail, or sent by electronic mail with receipt confirmed by a Party. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is acknowledged by a Party. Notice must be addressed to the Parties at:

For City:

If by mail or email: City of Vancouver, Attn: Anna Vogel, Procurement Manager, P.O. Box 1995, Vancouver, WA 98668 Email to:anna.vogel@cityofvancouver.us

If by in person delivery: City of Vancouver, Attn: Anna Vogel, Procurement Manager, 415 W 6th Street, Vancouver, WA 98660

For Service Provider:

Name: Dan Marconi

Address: 295 Devonshire St, 4th Floore

City, State, Zip: Boston, MA 02110

Email: dan@tolemi.com

A party may update this section of this Agreement by written notice to the other Party.

19.17. *Severability*. If a court with jurisdiction over the matter determines that 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.

19.18. *Governing Law; Venue*. This Agreement is governed by the laws of the State of Washington without regard to its conflict 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.

19.19. *Amendment*. This Agreement may not be altered except by written amendment, which must be signed by the Parties to this Agreement.

19.20. *Entire Agreement*. This Agreement, together with its exhibits and any amendments, is the entire agreement between the Parties and supersedes all other agreements between them whether written or oral in nature.

[Signature page follows.]

Signature Page

By their duly authorized signatories below, the Parties enter this Agreement as of the Effective Date.

City:
CITY OF VANCOUVER, a municipal corporation

By:_____
Name:
Title:

Date:

Service Provider:
OpportunitySpace, Inc., dba Tolemi

By:_____
Name:
Title:

Date:

Attest:

_____
Name:
Title:

Approved as to form:

_____
For the City Attorney's Office

Exhibit 1 – Service Level Agreement

City will accept Service Provider's Service Level Agreement if it conforms to at least the following requirements.

1. **Uptime Percentage**. Service Provider will maintain a 99.8% uptime percentage, except for scheduled maintenance, which may not exceed 4 hours per month. Emergency maintenance will be calculated into total uptime for the purposes of determining the uptime percentage. The uptime percentage calculation will be as follows:

   (Total minutes for month – 240 – Unplanned outage) / (Total – 240) >= 99.8%

2. **Service Credits**. City and Service Provider will meet to discuss corrective actions following the first uptime percentage that is not at least 99.8%. In the second month during the Term that Service Provider misses its uptime percentage, Service Provider will refund 50% of that month's; subscription fee. In the third month during the Term that Service Provider misses its uptime percentage, Service Provider will refund 100% of that month's; subscription fee and City may terminate pursuant to Section 11.1.4 of the Agreement.
3. **Support Response Times**. City measures response time from the point when City sends the request to Service Provider to when Service Provider responds to and resolves the request.
   3.1. *Severity Level 1 Issues*: A Severity Level 1 issue is an issue with the Services that prevents the City from accessing the Services or prevents the City from completing critical business processes. Service Provider has provided no workaround. For any Severity Level 1 issue, Service Provider will respond within 15 minutes of receipt of request and will remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved. Service Provider will work to resolve the problem until the Services resume normal operation, escalating the issue as necessary if the resolution time is longer than one hour. Service Provider will maintain communication with City during resolution of the Severity Level 1 issue to ensure City is fully informed through the resolution process.
   3.2. *Severity Level 2 Issues*: A Severity Level 2 issue is an issue with the Services that prevents the City from completing one or more critical business processes with a significant impact. Service Provider has provided no workaround. For any Severity Level 2 issue, Service Provider will respond within 1 hour of receipt of request and will remain accessible for troubleshooting from the time a Severity 2 issue is logged until it is resolved. Service Provider will work to resolve the problem until the Services resume normal operation, escalating the issues as necessary if the resolution time is longer than 4 hours. Service Provider will maintain communication with City during resolution of the Severity Level 2 issue to ensure City is fully informed through the resolution process.
   3.3. *Severity Level 3 Issues*: A Severity Level 3 issue is an issue with the Services that prevents the City from completing one or more important business processes. A workaround exists but makes it more difficult to complete the business process. For any Severity Level 3 issue, Service Provider will respond within 4 hours of receipt of request. Service Provider will work to resolve

the problem until the Services resume normal operation, escalating the issue as necessary if the resolution time is longer than 24 hours. Service Provider will update City during resolution of the Severity Level 3 issue to ensure City is aware of the resolution timeline.

3.4. *Severity Level 4 Issues*: A Severity Level 4 issue is an issue with the Services that disrupts important City business processes where a workaround exists that does not make it more difficult to complete those processes. For any Severity Level 4 issue, Service Provider will respond within 24 hours of receipt of request. Service Provider will work to resolve the problem until the Services resume normal operation, escalating the issue as necessary if the resolution time is longer than 48 hours. Service Provider will update City during resolution of the Severity Level 3 issue to ensure City is aware of the resolution timeline.

3.5. *System Availability*. Service Provider will send all communications regarding planned and unplanned outages to help.desk@cityofvancouver.us.

Exhibit 2 - Professional Services Terms

The terms in this Exhibit 2 are specific to professional services Service Provider may provide to City as part of implementing the Services.

1. **Professional Services Representation and Warranty**. Service Provider will provide the professional services in a professional manner using skilled personnel in conformance with industry standards. Service Provider will reperform any professional services that breach this representation and warranty at no cost to City.
2. **Implementation**. The Parties will mutually agree on an implementation timeline, which will be incorporated as an Amendment to this Agreement.
3. **Delays**. If either Party is delayed in the implementation process for reasons beyond a Party's reasonable control, the affected Party will notify the other Party as soon as reasonably possible so that the Parties may negotiate a reasonable extension to the implementation timeline, which will be confirmed in writing and be incorporated as an Amendment to this Agreement.
4. **Key Personnel**. Service Provider will appoint a key person to work with City and will maintain continuity with the key person to the extent possible throughout the implementation process.
5. **Payment**. Payment for the professional services will be pursuant to Section 7 of the Agreement.
6. **Expenses**. 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 Service Provider wages incurred during travel time. City will not reimburse any expenses beyond those preapproved in writing, including personnel time overages. City will pay only those personnel hours that are preapproved in writing. Service Provider will not include any flat hourly fee on its expense invoice, City will pay only actual time incurred by Service Provider personnel.
7. **On-Premises Personnel**. While on City premises, Service Provider personnel shall (i) comply with City rules and regulations regarding personal and professional conduct generally applicable to such City facilities (including compliance with City's dress code, City identification badge requirements, and adherence to City's regulations and general safety practices and procedures), (ii) comply with City requests related to personal and professional conduct, and (iii) otherwise conduct themselves in a businesslike and professional manner.
8. **Deliverables**. City must approve any deliverables related to the implementation in writing.

Exhibit 3 – Data Security

This Data Security Exhibit sets forth Service Provider's minimum obligations with respect to its data security practices to ensure the confidentiality, integrity, and availability of City Data in the Services.

1. **Security Practices**. Service Provider shall develop, implement and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Service Provider will enact safeguards that are compliant with industry best practices for the specific City Data in the Services.
2. **Compliance with Data Protection Laws**. Service Provider acknowledges that compliance with Applicable Laws under Section 19.4 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.
3. **Compliance with Service Provider Policies**. Service Provider will comply with its policies and procedures related to privacy and data protection, including any privacy policy or notice in effect.
4. **Minimum Safeguards**. Service Provider shall implement at least the following security safeguards:
   4.1. *Least Privilege*. Service Provider will ensure only Authorized Persons have access to City Data. Service Provider will implement authentication and access controls to enforce least privilege. "Authorized Persons" means Service Provider's authorized employees and authorized subcontractors that have a legitimate need to access City Data to perform obligations under the Agreement. Service Provider shall ensure all Authorized Persons are subject to confidentiality obligations at least as protective as those in this Agreement.
   4.2. *Software Development Lifecycle*. Service Provider shall ensure NIST's Secure Software Development Framework is reflected in its Software Development Lifecycle design.
   4.3. *Site Security*. Service Provider shall ensure its locations, data centers, disaster recovery and back up sites are secure from unauthorized entry.
   4.4. *Vulnerability Management*. Service Provider shall maintain a vulnerability management program and regularly patch such vulnerabilities; all Critical and High vulnerabilities must be patched within thirty days of discovery.
   4.5. *Data Encryption*. Service Provider shall encrypt all City Data in transit and at rest. Service Provider shall ensure any mobile media that may contain City Data is encrypted. Service Provider shall ensure its internal networks including wireless networks encrypt network activity. Service Provider encryption in transit must be FIPS 140-2 validated ("certified") by the Cryptographic Module Validation Program and use minimal 128-bit strength symmetric cipher key. Service Provider encryption at rest must be FIPS 197 certified and at least 256-bit strength.
   4.6. *Data Segregation*. Depending on tenant type, Service Provider shall ensure City Data is logically or physically separated from other customer or Service Provider data.
   4.7. *Background Checks*. Service Provider will complete a background check for all Authorized Persons.
   4.8. *Security Training*. Service Provider shall provide all Authorized Persons with training on information security and data privacy knowledge at least once per year.
5. **Location of City Data**. Service Provider shall maintain City Data solely in data centers that are geographically distinct and support high availability of City Data and that are compliant with Applicable Laws.
6. **Security Breaches**. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Service Provider's possession.

6.1.1. *Notice*. Service Provider 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. Service Provider 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.

6.1.2. *Coordination*. Immediately after Service Provider provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Service Provider will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Laws.

6.1.3. *Root Cause Analysis*. As soon as possible following the Security Breach, Service Provider will complete a root cause analysis and will provide a plan to City for remediation and prevention.

6.1.4. *Third-Party Notice*. Service Provider 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.

6.1.5. *Costs*. In addition to its indemnification obligations, Service Provider will reimburse City for all reasonable 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. Service Provider will pay or reimburse City for any regulatory fines or other legal costs the City incurs associated with the Security Breach.

7. **SOC II Type 2 Reports**. Service Provider will provide an annual SOC II Type 2 report for a period covering at least 6 months that addresses Service Provider's security, availability, processing integrity, confidentiality, and privacy controls applicable to Service Provider and the Services under the Agreement as well as Service Provider's data centers, if such provider releases their SOC II Type 2 report to third parties. SOC II Type 2 Reports are exempt from public disclosure requirements under RCW 42.56.420(4) and the City will notify Service Provider pursuant to Section 12.1.

8. **Business Continuity and Disaster Recovery**. Service Provider will maintain a business continuity plan and a disaster recovery plan. Service Provider will provide executive summaries of these plans upon City's request. Service Provider's backup or disaster recovery sites that maintain City Data must be at least 250 miles from any other data center that hosts City Data to ensure geographic separation.

9. **Audit; Service Provide Annual Audit**; **Questionnaires**.

9.1. *Audit Acknowledgement*. Service Provider acknowledges that compliance with Section 18 of the Agreement includes City's audit of Service Provider's security practices as required by this Exhibit.

9.2. *Service Provider Annual Audit*. Service Provider will audit compliance with this Agreement internally at least annually. The audit will include a penetration test performed by a qualified third-party vendor with information security expertise as well as a network-level vulnerability assessment. Service Provider will provide its annual audit report upon request. Service Provider will remediate any deficiencies identified in the audit at its own expense and provide updates to City upon request.

9.3. *Information Security Questionnaire*. Service Provider will complete City's information security questionnaire upon request from City, at least annually, at no additional cost to City.

Exhibit 4 – Service Provider Acceptable Use Policy

Tolemi Acceptable Use Policy (AUP)

Effective Date: January 1, 2025

Last Updated: January 1, 2025

1. Purpose

This Acceptable Use Policy ("AUP") is incorporated by reference into all agreements for services provided by Tolemi, and forms part of the legally binding terms between Tolemi and Customer. The AUP defines the conditions under which Customer may access and use Tolemi's platforms, products, data, and systems ("Services"). The AUP is intended to protect Tolemi's intellectual property, maintain the security and integrity of Tolemi's Services, ensure compliance with applicable law, and protect the interests of Tolemi, its customers, and third parties. By using Tolemi's Services, Customer acknowledges that they have read, understood, and agree to be bound by the terms of this AUP.

2. Scope

This AUP applies to all individuals and entities who access or use the Services, including without limitation Customer's employees, contractors, representatives, agents, and end-users. The AUP applies to all access, whether direct or indirect, through any interface, integration, or third-party system.

3. Acceptable Use

Customer shall use the Services solely for lawful purposes. Customer shall comply with all applicable federal, state, and local laws, rules, and regulations, as well as all contractual obligations. Customers require written approval to provide Internal and Administrative users to individuals not employed by the Customer.

4. Prohibited Activities

Customer shall not, and shall ensure that its users do not, directly or indirectly:

- 4.1 Unlawful Activity – Engage in, promote, or facilitate any activity that violates any law, regulation, or court order.
- 4.2 Security Violations – Attempt to breach, bypass, disable, or otherwise interfere with any security mechanism of the Services, including unauthorized access to any account, system, or data.
- 4.3 Data Misuse – Copy, scrape, harvest, resell, sublicense, distribute, or otherwise use Tolemi data except as expressly authorized. Use of the Services in violation of data protection or privacy laws is strictly prohibited.
- 4.4 Service Abuse – Interfere with the normal functioning of the Services, including through denial-of-service attacks, excessive automated requests, or other disruptive activities.
- 4.5 Intellectual Property Infringement – Use the Services to infringe upon or misappropriate the intellectual property rights of Tolemi or any third party.

- 4.6 Misrepresentation – Impersonate any person or entity, or falsely imply any sponsorship or affiliation with Tolemi.
- 4.7 Reverse Engineer – Attempt to reverse engineer the capabilities or Tolemi derived insights for the purpose of informing competitors or attempting to build a replacement software.

5. Customer Responsibilities

Customer shall be responsible for all use of the Services under its accounts and shall take all necessary measures to ensure that its users comply with this AUP. Customer shall maintain the confidentiality and security of all authentication credentials and shall promptly notify Tolemi of any suspected security incidents or violations of this AUP.

6. Monitoring and Enforcement

Tolemi reserves the right to monitor Customer's use of the Services for compliance purposes, and to investigate any activity suspected of violating this AUP. Tolemi may, without notice, suspend or terminate access to the Services, remove or disable content, and/or take legal action in the event of any breach. Tolemi may cooperate with law enforcement or regulatory authorities in connection with any investigation.

7. Reporting Violations

Suspected violations of this AUP should be reported to security@tolemi.com. Customer shall cooperate fully with any investigation by Tolemi.

8. Policy Changes

Tolemi may amend this AUP at any time by posting the updated version to its website or by providing written notice to Customer. Continued use of the Services after the effective date of an update constitutes acceptance of the revised AUP.

Exhibit 5 – Service Provider API Developer Terms (if applicable)

Not applicable for this Serivce Provider

A RESOLUTION relating to low-income housing; providing for adoption of 2026 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2026 Council-approved funding awards.

Staff Report: 188-25

To: Mayor and City Council
From: City Manager
Date: September 15, 2025

Subject
2026 Affordable Housing Fund Homeownership Funding Award

Key Points

- In January 2025, the City opened a rolling application for the Affordable Housing Fund (AHF) to allocate up to $9.5 million per year, with $500,000 per year reserved for homeownership programs.
- Two homeownership applications were received, and the review committee recommended awarding the full 2026 allocation of $500,000 to the application from Evergreen Habitat for Humanity (EHFH) for their 132nd Ave Cottage Cluster Project.
- The recommended award will support the development of 32 new affordable homes to be sold to households making less than 80% of area median income (AMI).

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation
In 2025, the City opened a rolling application for the Affordable Housing Fund (AHF) to allocate up to $9.5 million per year for projects supporting housing production and preservation, homeownership, temporary shelter, and rental assistance. Applications are reviewed quarterly by the Housing Advisory Committee. Two applications were received and reviewed by the Housing Advisory Committee at its August 8, 2025, meeting..

EHFH requested $500,000 for its 132nd Ave Cottage Cluster project, which consists of 32 new affordable homes to be sold to first-time homebuyers making less than 80% of AMI. The homes will retain their affordability in perpetuity under Habitat's home trust model. Proud Ground requested $500,000 for its Permanently Affordable Housing program, which provides down payment assistance to first-time homebuyers making less than 80% of AMI. Their homes would also retain affordability within a community land trust model. While both agencies have a strong track record with affordable homeownership and have successfully managed previous AHF awards, the application from EHFH scored higher, and the committee recommended the full award of $500,000 for EHFH.

Below is a summary of the award recommendations:

Agency	Project	Award	Homes	Description

Evergreen Habitat for Humanity	132nd Ave Cottage Cluster	$500,000	32	Development of 32 affordable homes to be sold to households making under 80% of area median income

Advantage(s)
Supports development of 32 new affordable homes in the City of Vancouver.

Challenge(s)
None

Budget Impact
The proposed $500,000 for the recommended projects is provided by Affordable Housing Fund revenues and budgeted in Fund 111.

Prior Council Review
None

Action Requested
On Monday, September 15, 2025, finalize and approve the resolution relating to affordable housing; providing for adoption of 2026 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2026 Council-approved funding awards.

Staff Contact
Ian Alger, Housing Project Planner, Ian.Alger@cityofvancouver.us

Attachments:
1. Resolution

September 15, 2025

RESOLUTION NO. _____

A RESOLUTION relating to low-income housing; providing for adoption of 2026 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2026 Council-approved funding awards.

WHEREAS, in June 2016 Council adopted, by resolution, the Affordable Housing Fund Administrative and Financial Plan (A & F Plan) and most recently updated the A & F Plan in December 2024;

WHEREAS, the A & F Plan provides funding among five program areas: Housing Production and Preservation, Homeownership, Temporary Shelter, Rental Assistance and Services, and Implementation;

WHEREAS, the City of Vancouver released a request for applications for projects to be supported with the Affordable Housing Funds;

WHEREAS, the City received two (2) applications for the 2026 allocation of AHF Homeownership funds;

WHEREAS, the housing advisory committee and staff recommend a funding award for Evergreen Habitat for Humanity's 132nd Ave Cottage Cluster project in the amount of $500,000;

WHEREAS, the recommended award will support development of 32 affordable homes in the City of Vancouver to be sold to households making less than 80% of area median income;

WHEREAS, the recommended awards are based on community needs, applications received, and recommendations from the review committee.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. The Affordable Housing Fund award totaling $500,000, attached hereto as Exhibit A and incorporated by reference, is hereby approved and adopted.

Section 3. The City Manager is hereby authorized to execute agreements and other related documents on behalf of the City of Vancouver, consistent with the Affordable Housing Fund 2026 Council approved funding award set forth in Exhibit A.

ADOPTED at regular session of the Council of the City of Vancouver, this 15th day of September 2025.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

Approved as to form:

_____

Nena Cook, City Attorney

Exhibit A: Affordable Housing Fund 2026 Homeownership Awards

Homeownership

Agency	Project	Award	Homes	Description
Evergreen Habitat for Humanity	132nd Ave Cottage Cluster	$500,000	32	Development of 32 affordable homes to be sold to households making under 80% of area median income

A RESOLUTION adopting the Cultural Access Plan developed by the Culture, Arts & Heritage Commission to implement the Vancouver Cultural Access Program pursuant to chapter 3.45 VMC.

Staff Report: 189-25

To: Mayor and City Council
From: City Manager
Date: September 15, 2025

Subject
Vancouver Cultural Access Program Policy

Key Points

- Define the policies, criteria, funding procedures, outcomes and public benefits of the Vancouver Cultural Access Program, funded by the Cultural Access Sales Tax.
- Establish the Vancouver Cultural Access Program grant program, a community-driven initiative dedicated to enhancing access to arts, culture, heritage and science throughout Vancouver.
- Provide an estimated $7 million annually to eligible recipients.

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.

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 the Ch. 3.45 VMC, the Culture, Arts and Heritage Commission led the development of the Cultural Access Program Policy ("Policy"). The Commission assembled a taskforce to:

- Outline the goals and criteria to guide program formation and evaluation;
- Define program categories and funding allocations;

- Establish key processes for application, review, award 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 policy outlines broad public benefits that focus on expanding access and engagements, strengthening the cultural ecosystem, driving economic and community vitality, and fostering innovation and creativity. The policy outlines a grant program that will equitably and strategically distribute the funds collected through the Cultural Access Sales Tax.

Eligible organizations must be cultural 501(c)(3) non-profits or work through a 501(c)(3) qualified fiscal sponsor and provide programming that is open to the public. They must demonstrate that their primary purpose is advancing arts, culture, heritage or science and serve the Vancouver community directly. They must either be located within the city limits or deliver the majority of their programming (55%) within Vancouver city limits.

Ineligible recipients are state agencies, city governments, private foundations, radio or television broadcasting network or stations, cable communications systems, internet-based communications ventures or services, newspapers, and magazines.

The policy designates 60% of funds received to identified grant categories (est. $4.2 million), leaving 40% of the funds (est. $2.8 million) to be flexibly designated toward opportunities for the greatest public benefit.

- Innovation Grants: Minimum of 5% of available funding
- Impact Grants: Minimum of 10% of available funding
- Comprehensive Grants: Minimum of 10% of available funding
- Capital Grants: Minimum of 15% of available funding
- School Grants: Minimum of 10% of available funding
- Program Administration: 10% of available funding

Any funds not expended in a given year will remain in the program and be available for appropriation in the next cycle.

The Cultural Access Program will be overseen by the Culture, Arts and Heritage Commission. Grant application and scoring will be finalized after the adoption of the Policy. Key themes that will make proposals competitive include:

- Geographic diversity and public access
- Creative and cultural variety
- Collaboration and innovation
- Capital impact

The draft policy was posted on the City website in June 2025 with a survey link to collect public feedback on the draft. There was additional outreach to local artists and cultural non-profits to request feedback specifically from those who may directly benefit from the program. Key findings include:

- Requests for a high level of direct support from program staff to applicants.
- Program-specific communication tools, including a website and social media accounts, are the preferred ways to engage cultural organizations and artists with ongoing program information.
- Application and reporting requirements need to be manageable for organizations of all sizes and levels of experience.
- Reconsider draft requirements for capital grant eligibility to provide greater opportunity and flexibility for organizations that want to apply.

Based on this community feedback, the Commission and taskforce made the following changes to the draft policy, reflected in the final policy that is presented here:

Capital Grants:

- Amend award amount to “$300,000 and up” (page 7)
- Amend audience description to “eligible non-profits in Vancouver with an established history within city limits” (pages 7, 9)

Staff requests that Council adopt the proposed policy to ensure the Culture, Arts & Heritage Commission may provide these broad public benefits to the community that focus on expanding access and engagement, strengthening the cultural ecosystem, driving economic and community vitality, and fostering innovation and creativity.

Advantage(s)
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.

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 during the City Manager’s recommendation for the second supplemental budget process 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 Cultural Access Program will be fully funded through the adopted Cultural Access Tax per the original VMCs. Any changes to percentages allocated for expenses from the original program agreement will need to be adjusted in Fall Supplemental.

Prior Council Review

- Aug. 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 15, 2025, authorize the City Manager, or designee, to adopt the Vancouver Cultural Access Program Policy by resolution pursuant to VMC 3.45.050(C).

Staff Contact

Stacey Donovan, Cultural Services Manager, stacey.donovan@cityofvancouver.us

Attachments:

1. Presentation
2. Resolution
3. Vancouver Cultural Access Program Policy Proposal

CITY OF Vancouver WASHINGTON

Cultural Access Program Policy Overview

David Perlick
Director
Parks, Recreation and Cultural Services
Sept. 15, 2025

What is Cultural Access?

- A publicly funded program created in 2015 that expands community access to cultural programs in science, heritage and the arts.
- 0.1% increased sales tax adopted Dec. 2, 2024, with ordinance M-4481.
- The City collects the tax and administers the program to distribute funds.
- **ELIGIBLE** cultural non-profits and individuals with an eligible fiscal sponsor.
- **INELIGIBLE** state agencies, city governments, private foundations, radio or television broadcasting network or stations, cable communications systems, internet-based communications venture or services, newspapers, magazines.

Public Benefits

Expanding Access & Engagement

- School-based programs for K-12
- Free/low-cost admissions
- Transportation to cultural events

Strengthening the Cultural Ecosystem

- Operating support for cultural non-profits
- Capital investments in accessible cultural spaces
- Long-term sustainability and outreach programs

Driving Economic & Community Vitality

- Job creation in creative sectors
- Cultural tourism & business growth
- Community events foster civic pride

Fostering Innovation & Creativity

- Lifelong learning and creating exploration for all ages
- Cross-sector partnerships between schools, non-profits and the City
- Platforms for diverse voices and community storytelling

Eligibility

- Have a primary mission focused on arts, culture, heritage or science
- Be a 501(c)(3) non-profit incorporated in Washington or apply with a qualified fiscal sponsor
- Be located within Vancouver city limits or deliver at least 55% of programming within city limits
- Provide cultural programming directly to people who live within Vancouver city limits





Funding Categories and Allocation

Grant Types, Program Costs and Allocation Minimums

Impact Grants: $10,000-$75,000
Minimum 10% of available funding

Innovation Grants: $5,000-$25,000
Minimum 5% of available funding

Comprehensive Grants: $100,000-$300,000
Minimum 10% of available funding

Capital Grants: $300,000+
Minimum 15% of available funding

School Grants
Minimum 10% of available funding

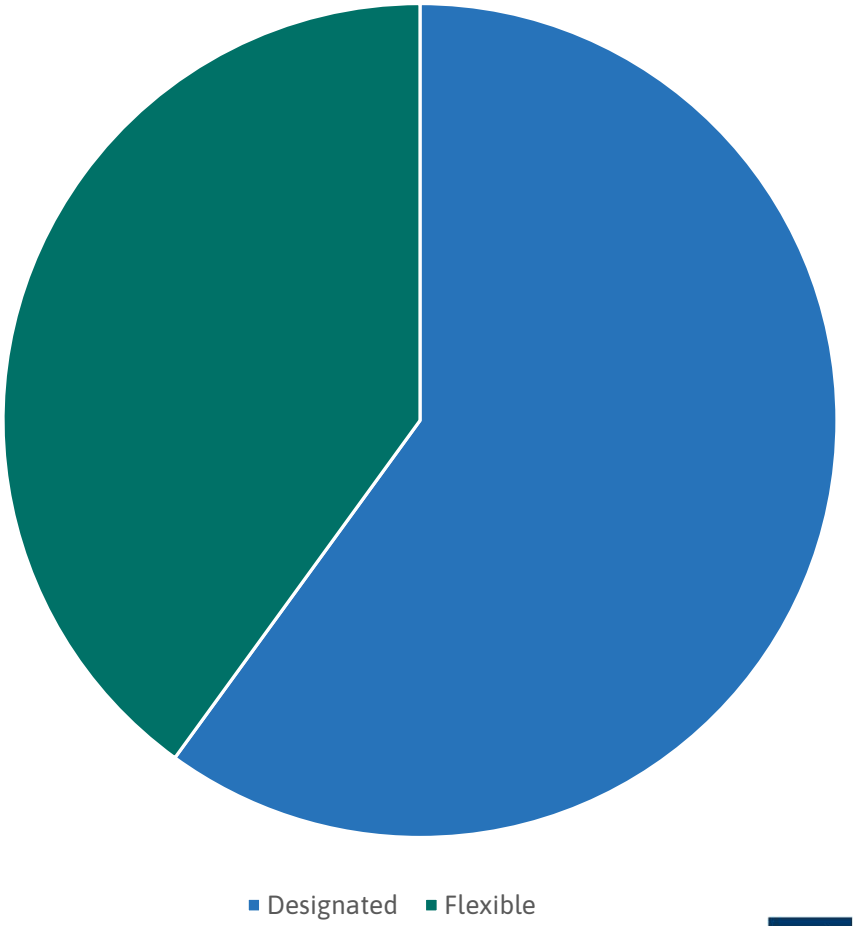
Program Administration
10% of available funding

Annual Allocation

60% designated to identified grant categories (est. $4.2 million)

40% flexible to be directed toward opportunities for greatest public benefit (est. $2.8 million)

Program goals and direction will be reviewed annually by the Culture, Arts and Heritage Commission



Program Timeline

Q3 2025	Q4 2025	Q1 2026	Q2 2026
• Adopt ordinance amendment • Policy adoption by resolution	• Program branding and identity • Application design • Establish available funding pool	• Hire program staff • Community outreach and education • Recruit and train grant review committee	• Host workshops and training • Year one grants open

Key milestones after the policy is adopted.

09/15/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION adopting the Cultural Access Plan developed by the Culture, Arts & Heritage Commission to implement the Vancouver Cultural Access Program pursuant to chapter 3.45 VMC.

WHEREAS, the City of Vancouver created a cultural access program supported by a .01 sales and use tax through Ordinance M-4881 under RCW 36.160.030; and

WHEREAS, the Culture, Arts & Heritage Commission has presented the draft Cultural Access Plan to City Council in a series of workshops over the past several months; and

WHEREAS, VMC 3.45.050(C) requires City Council to adopt by resolution the Cultural Access Plan with amendments it may desire not later than October 1, 2025; and

WHEREAS, City Council has determined that the proposed Cultural Access Plan appropriately guides distributions of funds under VMC 3.45.050(A)(3).

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. **Findings**. City Council adopts the above referenced recitals and the Cultural Access Plan with amendments as desired as findings;

Section 2. **Cultural Access Plan**. City Council adopts the Cultural Access Plan attached as Exhibit A. The Culture, Arts & Heritage Commission is directed to implement the Vancouver Cultural Access Program in conformance with the Cultural Access Plan.

Section 3. Effective Date. This Resolution is effective immediately.

ADOPTED at a Regular Meeting of the Vancouver City Council this 15th day of September, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

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.

AN ORDINANCE in the public interest relating to construction for the public use of streets, sidewalks, and related improvements; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of real property located in the City limits on the northwest corner of the intersection of SE 176th Avenue and SE 29th Street; taking final action to authorize condemnation of the Property; authorizing the City Attorney to prosecute eminent domain proceedings and to negotiate a resolution if possible to mitigate damages; providing for payment of just compensation in exchange for the Property; and providing for an immediate effective date.

Staff Report: 190-25

To: Mayor and City Council
From: City Manager
Date: September 15, 2025

Subject
Proposed Condemnation Ordinance - Assessor's Parcel No. 92002-464

Key Points

- The City is collaborating with the developers of the Vancouver Innovation Center (VIC), a master planned development located adjacent to SE 34th Street and SE 176th Avenue.
- The development will feature a network of multimodal transportation projects, including the construction of a single-lane roundabout at the intersection of SE 29th Street and SE 176th Avenue. The roundabout requires acquisition of a portion of land and property rights from the parcel located at the northwest corner of that intersection.
- The City negotiated with the property owner, but no agreement was reached. It is not possible to construct the roundabout without this property.
- The future roundabout at SE 176th Ave. and SE 29th St. represents a public use, fulfilling the public purpose of transportation infrastructure, and acquisition of the subject property is necessary for its construction.

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

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

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

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

Present Situation
The City is collaborating with the developers of the Vancouver Innovation Center, a 160-acre mixed-use master planned development located adjacent to SE 34th Street and SE 176th Avenue within the

Fisher's Landing East neighborhood. The development will feature a network of public multimodal transportation improvements, including the construction of SE 29th Street between SE 176th Avenue and SE 192nd Avenue. Construction of the west leg of SE 29th Street includes placement of a single-lane roundabout at the intersection of SE 29th Street and SE 176th Avenue. The roundabout requires the acquisition of 4,529 square feet of a portion of land and property rights from the parcel located in the northwest corner of that intersection (Assessor's Parcel No. 92002-464). The parcel is owned by Towncenter Residential Association, a homeowner's association comprised of the parcel owners within the Firs at Towncenter subdivision (HOA).

On December 18, 2023, the City issued an offer in the amount of $24,500 to the HOA based on a certified appraisal. This formal offer was followed by many additional discussions between the parties from late 2023 through mid-2025 that did not ultimately result in an acquisition agreement. Because the parties have been unable to reach an agreement, staff recommend that the City Council adopt this proposed ordinance, so the City can finalize the right-of-way acquisition process and then construct the roundabout project. If the City Council adopts this proposed ordinance, staff will still pursue an agreed resolution for acquisition of the property, with or without litigation.

Advantage(s)
Adoption of the proposed condemnation ordinance would allow the City to exercise its statutory eminent domain authority and proceed with a condemnation action to obtain a court order for the City to purchase the property necessary for right-of-way and advance the public transportation infrastructure project to construction, thus ensuring predictability for the roundabout project.

Challenge(s)
The proposed condemnation ordinance authorizes the City to file a civil suit and engage in legal action for property acquisition. The outcome of any legal action cannot be predicted with certainty.

Budget Impact
The fair market appraised value of the property is $24,500. The City offered this as the purchase price. In the event an eminent domain action is filed in court, there will be additional costs related to legal representation and minimal court filing and publishing fees, the value of which is included in the project budget.

Prior Council Review
There has been no prior Council review regarding this matter.

Action Requested
On Monday, September 15, 2025, advance the ordinance, authorizing the use of statutory condemnation powers relating to Assessor's Parcel No. 92002-464, setting the date for the second reading and public hearing for September 22, 2025, and authorize the City Attorney to initiate eminent domain proceedings in compliance with the proposed Ordinance.

Staff Contact
Ryan Lopossa, Streets and Transportation Manager, Cary Driskell, Assistant City Attorney, ryan.lopossa@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:
1. Ordinance
2. Exhibit 1 - Legal Description Towncenter Residential Association condemnation
3. Exhibit 2 - Map of Towncenter Residential Association condemnation area

09/15/25 (Date of First Reading)
09/22/25 (Date of Public Hearing)

ORDINANCE NO. _____

AN ORDINANCE in the public interest relating to construction for the public use of streets, sidewalks, and related improvements; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of real property located in the City limits on the northwest corner of the intersection of SE 176th Avenue and SE 29th Street; taking final action to authorize condemnation of the Property; authorizing the City Attorney to prosecute eminent domain proceedings and to negotiate a resolution if possible to mitigate damages; providing for payment of just compensation in exchange for the Property; and providing for an immediate effective date.

WHEREAS, the City of Vancouver, Washington (City) is a municipal corporation and first-class city of the State of Washington, organized and existing under and by virtue of the Constitution and the laws of the State of Washington; and

WHEREAS, pursuant to the Washington State Constitution (Article 1, Section 16) and chapter 8.12 RCW, the City is authorized to acquire private property necessary for public use pursuant to due process requirements and payment of just compensation, a process commonly referred to as eminent domain and performed through condemnation actions; and

WHEREAS, pursuant to RCW 35.22.280(6), the City is authorized to "…purchase or appropriate private property within or without its corporate limits, for its corporate uses, upon making just compensation to the owners thereof, and to institute and maintain such proceedings as may be authorized by the general laws of the state for the appropriation of private property for public use;" and

WHEREAS, the City is party to a development agreement with S-E, Inc. and The VIC

Building Owner LLC regarding development of the Vancouver Innovation Center (VIC DA), which includes construction and operation of a roundabout at the intersection of SE 176th Avenue and SE 29th Street (Project) to accommodate existing traffic demands, as well as anticipated additional traffic demands resulting from the planned development of undeveloped land in the VIC; and

WHEREAS, a goal of the Project is to improve and upgrade this intersection with the new roundabout, appropriate traffic control devices, sidewalks, new landscaping and irrigation improvements, and stormwater improvements; and

WHEREAS, the Project will improve the City's road system to better serve public health, safety, and welfare, and to provide safety benefits for both motorized and non-motorized traveling members of the public; and

WHEREAS, the Project meets goals in the City's Six-Year Transportation Improvement Plan (TIP), benefits the transportation system, and promotes public safety and efficient vehicle movement; and

WHEREAS, Kittlesen & Associates, Inc. (Kittlesen) performed a traffic analysis of the existing intersection and determined that intersection improvements are required to accommodate increased traffic counts resulting from additional land development at the VIC. Kittlesen further determined that a roundabout at this intersection would better meet the City's traffic flow needs than a stop-controlled intersection; and

WHEREAS, the actions by the City Council stated above are consistent with state law and the City's Comprehensive Plan; and

WHEREAS, the City Council finds that the public health, safety, necessity, and convenience demand that the project be undertaken at this time and that it is necessary for the City to acquire the real property interest in the Property; and

WHEREAS, the record owner of the Property is Towncenter Residential Association, Clark County Assessor Parcel Number is 92002522 as indicated on the Clark County Assessor's tax rolls, and the mailing address is 16701 SE McGillivray Boulevard, Vancouver, WA 98683; and

WHEREAS, the specific property necessary for the Project is depicted in the attached Exhibit 2; and

WHEREAS, the City Council finds it necessary and in the best interests of the public that the Property be condemned, appropriated, and taken for public use subject to paying just compensation to the owner in the manner provided by law; and

WHEREAS, the City had the Property appraised by an MAI certified appraiser, the City based its compensation package and land valuation offer on that appraisal in the amount of $24,500, and negotiated in good faith with the record owner; and

WHEREAS, the record owner has to date refused to sell the Property in conjunction with the terms offered by the City; and

WHEREAS, notice of this planned final action was provided pursuant to RCW 8.12.005 and RCW 8.25.290.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Public Use and Necessity. The real property is located at the northwest corner of SE 176th Avenue and SE 29th Street, is owned by the Towncenter Residential Association (Owner), is currently used as common area for the Towncenter subdivision, and is within Vancouver's city limits in Clark County, Washington. The real property is legally described in the attached Exhibit 1 (Property), Clark County Assessor's parcel number 92002522, is mapped in the attached Exhibit 2, and is necessary for construction of the SE 176th Avenue/SE 29th Street Roundabout Project (Project).

The City finds that construction of the Project is a public use, specifically including: 1) the addition of a roundabout intersection with appropriate traffic control devices; 2) sidewalk and ADA accessible improvements; 3) new landscaping and irrigation improvements; and 4) improved stormwater facilities. The City Council specifically finds that construction of the Project is necessary and in the best interest of the citizens of the City.

Section 2. Funding. All just compensation, fees, and costs associated with the acquisition by settlement or eminent domain proceedings of the Property shall be paid from the City's Transportation Project fund and, if this fund were insufficient from the City's general fund or other funds then available, that the City may acquire for transportation capital project purposes. The City Attorney or designee (City Attorney) is authorized to continue negotiations with and make offers to the Owner of the Property for the purposes of making or paying just compensation and to approve the payment of just compensation as negotiated with the Owner or as ordered by the Court.

Section 3. Eminent Domain. In the absence of a negotiated purchase with the Owner of the Property, the City Attorney is authorized to commence condemnation proceedings to acquire the Property, to determine and pay just compensation, including paying into the Clark County Superior Court registry or special account for the benefit of the owner or owners if by condemnation, and to take any other steps necessary to complete acquisition of the Property. In doing so, the City Attorney is authorized to adjust the extent of the Property and property interests acquired to facilitate implementation of this Ordinance so long as any adjustment is consistent with the Project, including addition, deletion, or changes to the character of the acquisition that the City determines necessary for completion of the Project, is negotiated with the Owner, or is deemed necessary for City purposes. Nothing in this Ordinance limits the City in its identification and acquisition of the Property and property rights necessary for these purposes. The City reserves the right to acquire other or different

properties in support of the Project. The City Attorney is further authorized to approve and enter into any agreement, stipulation, and order necessary to carry out the provisions of this Ordinance.

Section 4. Rejection of Offer. City Council has been advised that an offer of $24,500 is determined to be fair value to be paid to Owner for the Property for City purposes, that amount was offered December 18, 2023 to Owner for the Property for public purposes, and Owner has manifested rejection of this offer.

Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held 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 6. Effective Date. This Ordinance shall become effective five days after final passage.

DATE OF FINAL PASSAGE by the Vancouver City Council: September _____, 2025.

SIGNED this _____ day of September, 2025.

_____
Anne McEnery-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE in the public interest relating to construction for the public use of transportation and streets and sidewalks; declaring the public necessity for and providing for the acquisition by the City of Vancouver by negotiated settlement or by eminent domain of certain property, located at the northwest intersection of SE 176th Avenue and SE 29th Street and legally described in the Ordinance, which is required to construct public street improvements and related facilities within the City of Vancouver, Washington; taking final action to authorize condemnation of such property; authorizing the City Attorney to prosecute eminent domain proceedings and to stipulate in mitigation of damages; providing for payment of just compensation in exchange for such property; and providing for an effective date.

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.

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

EXHIBIT "A"

EXISTING LEGAL DESCRIPTION

APN: 92002464

CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON

TRACT "A", THE FIRS AT TOWNCENTER PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME H OF PLATS, AT PAGE 900, RECORDS OF CLARK COUNTY WASHINGTON.



9/27/2023

Parcel No. 092002-464

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

EXHIBIT "B"
RIGHT-OF-WAY ACQUISITION
LEGAL DESCRIPTION
CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON

REAL PROPERTY SITUATED IN TRACT "A", THE FIRS AT TOWNCENTER PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME H OF PLATS, AT PAGE 900, RECORDS OF CLARK COUNTY WASHINGTON, LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 15 OF SAID PLAT;

THENCE SOUTH 89°09'34" EAST 59.13 FEET TO THE SOUTHERN MOST SOUTHEAST CORNER OF LOT 15 OF SAID PLAT; THENCE NORTH 43°42'17" EAST 111.43 FEET TO THE SOUTHERN MOST CORNER OF LOT 17 OF SAID PLAT; THENCE NORTH 01°24'13" EAST 89.49 FEET TO THE NORTHEAST CORNER OF LOT 17 OF SAID PLAT;

THENCE SOUTH 88°35'47" EAST 5.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 176TH AVENUE, SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID SE 176TH AVENUE;

THENCE SOUTH 01°24'13" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 156.31 FEET TO A 20.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG SAID 20.00 FOOT RADIUS CURVE TO THE RIGHT AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 89°26'13", AN ARC DISTANCE OF 31.22 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SE 29TH STREET, SAID NORTHERLY RIGHT-OF-WAY LINE BEING 30.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID SE 29TH STREET;

THENCE NORTH 89°09'34" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 119.27 FEET;

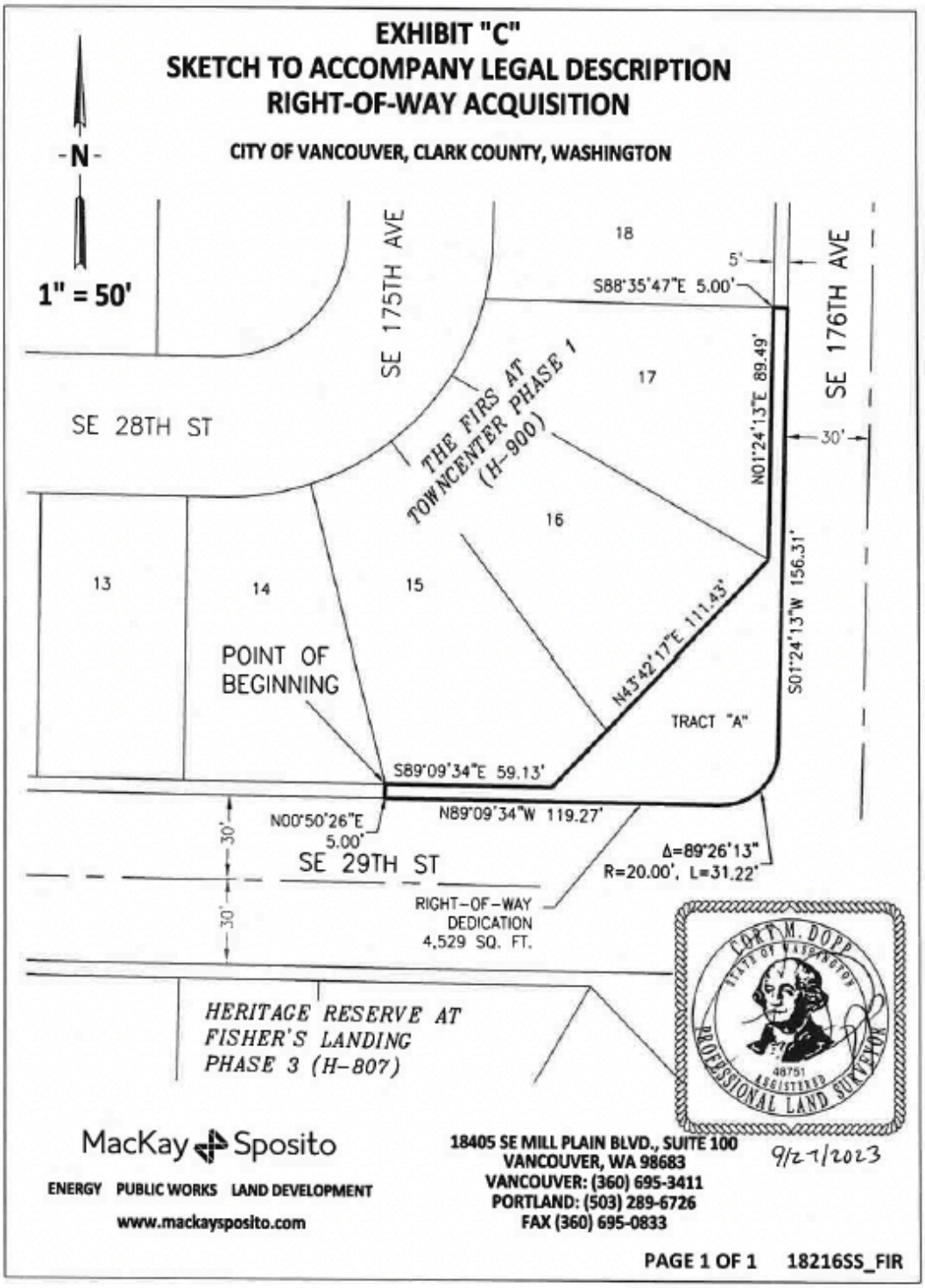
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°50'26" EAST 5.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 4,529 SQUARE FEET, MORE OR LESS.



9/27/2023

Page 1 of 1



Parcel No. 092002-464

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

To: Mayor and City Council
From: City Manager
Date: September 15, 2025

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for September 15, 2025.

Attachments:
1. September 15, 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:

$ 5,304,258.04 this 15th day of September 2025.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2025.09.08 13:41:46 -07'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
September 01, 2025 - September 07, 2025	Accounts Payable Checks (see attached)	$ 4,738,908.04
September 01, 2025 - September 07, 2025	Hansen City Payments (see attached)	$ 563,332.00
September 01, 2025 - September 07, 2025	Visa Refunds (see attached)	$ 2,018.00
September 01, 2025 - September 07, 2025	Payroll Checks (see attached)	$ -
TOTAL		**$ 5,304,258.04**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	27153	9/3/2025	19,805.16	Ace Parking Management Inc	
Supplier Payment	Check	27154	9/3/2025	14.00	Airgas, Inc	
Supplier Payment	Check	27155	9/3/2025	136.00	American Sani-Can	
Supplier Payment	Check	27156	9/3/2025	3,327.10	Apex Hydrovac Tools LLC	
Supplier Payment	Check	27157	9/3/2025	5,770.00	BRAVO VANCOUVER CONCERT SERIES	
Supplier Payment	Check	27158	9/3/2025	22,848.00	Carahsoft Technology	
Supplier Payment	Check	27159	9/3/2025	5,070.00	Cascade Inn	
Supplier Payment	Check	27160	9/3/2025	722.40	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	27161	9/3/2025	382.50	Chicago Title Company of WA	
Supplier Payment	Check	27162	9/3/2025	21,401.25	Clark County Fire District 5	
Supplier Payment	Check	27163	9/3/2025	66.75	Clark County Public Utility District No. 1	
Supplier Payment	Check	27164	9/3/2025	69.71	Clark County Public Utility District No. 1	
Supplier Payment	Check	27165	9/3/2025	62.91	Clark County Public Utility District No. 1	
Supplier Payment	Check	27166	9/3/2025	61.82	Clark County Public Utility District No. 1	
Supplier Payment	Check	27167	9/3/2025	69.77	Clark County Public Utility District No. 1	
Supplier Payment	Check	27168	9/3/2025	17.04	Clark County Public Utility District No. 1	
Supplier Payment	Check	27169	9/3/2025	217.60	Clark County Public Utility District No. 1	
Supplier Payment	Check	27170	9/3/2025	154,875.49	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	27171	9/3/2025	528.06	Columbia Resource Company	
Supplier Payment	Check	27172	9/3/2025	2,383.52	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	27173	9/3/2025	536.98	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	27174	9/3/2025	2,325.00	Deadbolt Forensics LLC	
Supplier Payment	Check	27175	9/3/2025	189.58	Dex Media West	
Supplier Payment	Check	27176	9/3/2025	518.29	First-Citizens Bank & Trust Company	
Supplier Payment	Check	27177	9/3/2025	1,000.00	Friends Fort Vancouver National Historic Site	
Supplier Payment	Check	27178	9/3/2025	8,316.00	Global Payments Inc	
Supplier Payment	Check	27179	9/3/2025	323,447.66	Grade Werks Excavating LLC	
Supplier Payment	Check	27180	9/3/2025	525.00	Hannah Hardcastle	
Supplier Payment	Check	27181	9/3/2025	56,848.00	H D Fowler Company Inc	
Supplier Payment	Check	27182	9/3/2025	2,585.22	HMI Oregon	
Supplier Payment	Check	27183	9/3/2025	10,000.00	interviewstream, inc	
Supplier Payment	Check	27184	9/3/2025	333.05	J-2 Blueprint Supply Co.	
Supplier Payment	Check	27185	9/3/2025	50.00	J D Fulwiler & Company Insurance Inc.	
Supplier Payment	Check	27186	9/3/2025	10,381.15	L.N. Curtis & Sons	
Supplier Payment	Check	27187	9/3/2025	1,379.47	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	27188	9/3/2025	1,578.30	Lakeyland Inc	
Supplier Payment	Check	27189	9/3/2025	34,024.68	LSW Architects PC	
Supplier Payment	Check	27190	9/3/2025	1,575.00	Message Gears LLC	
Supplier Payment	Check	27191	9/3/2025	721.00	Naomi Blue Nieves Driver	
Supplier Payment	Check	27192	9/3/2025	976.50	Oregon State University	
Supplier Payment	Check	27193	9/3/2025	6,433.58	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	27194	9/3/2025	8,600.00	Salmon Creek Koelsch Operations LLC	
Supplier Payment	Check	27195	9/3/2025	74,787.39	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	27196	9/3/2025	14.91	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	27197	9/3/2025	3,157.37	Triple J Enterprises, Inc.	
Supplier Payment	Check	27198	9/3/2025	2,081.05	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	27199	9/3/2025	102.65	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	27200	9/3/2025	244.80	W.B. Sprague Co. Inc.	
Supplier Payment	Check	27201	9/3/2025	3,849.18	Wolff Specialties LLC	
Miscellaneous Payment	Check	27202	9/3/2025	30,000.00	Brett McCandlis Brown & Conner fbo Tesha Perry	CLAIM PAYMENT - DOI: 04/25/2023 - RISK
Miscellaneous Payment	Check	27203	9/3/2025	68.00	David Gilmore	Damage deposit refund
Miscellaneous Payment	Check	27204	9/3/2025	700.00	Esther Camacho	Damage Deposit Refund
Miscellaneous Payment	Check	27205	9/3/2025	1,305.00	Hawthorn Successor LLC	Refund employee surcharge
Miscellaneous Payment	Check	27206	9/3/2025	39.96	PLS Engineering	Refund parking permit COV14572 no longer needed.
Miscellaneous Payment	Check	27207	9/3/2025	17,994.00	Retriever Development LLC	ENG-84665 (jobsite: 15730 NE 65th St.)

*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
Miscellaneous Payment	Check	27208	9/3/2025	87.00	Soy Grill Teriyaki	Refund duplicate payment to INV#77077873
Miscellaneous Payment	Check	27209	9/3/2025	500.00	Venardos Circus	Refund Carnival Deposit
Ad Hoc Payment	Check	27210	9/3/2025	21.98	Alston Willis Living Trust	15804 NE 6TH CIR ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	27211	9/3/2025	84.64	Archer,Youri	13410 NE 92ND ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27212	9/3/2025	151.61	Banis,Benjamin or Nancy	9019 NE 140TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27213	9/3/2025	118.18	Boninsegna,Michael	6516 NE 68TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27214	9/3/2025	53.88	Chani Henderson or Kacey Huddleston	1209 NE 158TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	27215	9/3/2025	42.82	Elgin,Erica	5611 NE 72ND AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27216	9/3/2025	71.97	Estate of Pamela Juhlin	4302 NE 143RD AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27217	9/3/2025	123.20	Fox,Timothy or Becky	15003 NE 14TH WAY ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	27218	9/3/2025	172.66	Franco,Ramiro or Maria	15801 NE 85TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27219	9/3/2025	28.95	Gage,Shannon	17412 SE 28TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27220	9/3/2025	27.76	James Barr IV or Linda Barr	15421 SE RIVERSHORE DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27221	9/3/2025	148.91	Kieran Coleman Fry or Madison Burgdorfer	14613 NE 37TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27222	9/3/2025	170.60	Kimberly Coombs or Daniel White	5605 NE 70TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27223	9/3/2025	259.42	Laird,Lewis or Alison	8537 NE 15TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	27224	9/3/2025	91.12	Lam,Josephine	3503 SE 182ND AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27225	9/3/2025	127.13	Linda Schrom or Terrence Dunn	1809 SE 186TH PL ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27226	9/3/2025	185.41	McLeod,Carissa or Dane	17812 SE 24TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27227	9/3/2025	218.00	Michael or Julie Gordon	18200 SE 17TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27228	9/3/2025	620.43	Minniear,William A	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	27229	9/3/2025	214.14	Morey,Cynthia	14806 NE 70TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27230	9/3/2025	326.01	Pan,Aaron or Shayla	6814 NE 150TH PL ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27231	9/3/2025	76.51	PCLT Development LLC	5500 NE 64TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27232	9/3/2025	111.92	Phally Mon or Elvis Pring	5714 NE 69TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27233	9/3/2025	268.56	Polinsky,Gleen or Kim	11807 NE 31ST ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27234	9/3/2025	203.35	Rae or Kathryn Seely	9615 NE 131ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27235	9/3/2025	19.14	Robert or Deborah Johnson	2318 SE PARK CREST AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27236	9/3/2025	24.54	Samantha Wong or Harrison Clair	18209 SE 20TH WAY ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27237	9/3/2025	15.98	Sinesky,Lawrence	15817 NE 4TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	27238	9/3/2025	70.49	Vancouver Housing Authority	5500 NE 64TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27239	9/3/2025	181.00	Wellwood,Russell	8108 NE 151ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27240	9/3/2025	267.10	Wong,Fong Ping	15906 NE 6TH CIR ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	27241	9/3/2025	107.98	Zimmerman,Ross	16527 NE 20TH ST ,VANCOUVER,WA,98684
			Check	**849,710.24**		
Cash Advance Payment	Direct Deposit	EFT-00313554	9/4/2025	137.00	Michael Whitney	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313555	9/4/2025	71.50	Ilia Botvinnik	Travel Advance
Expense Payment	Direct Deposit	EFT-00313556	9/4/2025	92.28	Gavin Zirkel	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313557	9/4/2025	22.99	Timothy Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313558	9/4/2025	170.00	Kristi Lucht	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313559	9/4/2025	436.20	Timmi Winther	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313560	9/4/2025	43.25	Robert Weber	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00313561	9/4/2025	165.37	Josh Harrington	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00313562	9/4/2025	51.00	Steven Forgette	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313563	9/4/2025	374.00	Stephanie Crane	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313564	9/4/2025	51.00	Rick Lagerquist	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313565	9/4/2025	177.00	Tammy Michelson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313566	9/4/2025	5,172.00	Matthew Bachelder	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313567	9/4/2025	220.13	Kristi Lucht	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313568	9/4/2025	51.00	Drew Klaetsch	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00313569	9/4/2025	51.00	Alex Zaferis	Travel Advance
			Direct Deposit	**7,285.72**		
Supplier Payment	EFT	EFT-00313570	9/4/2025	14,064.00	Picard Corp	
Supplier Payment	EFT	EFT-00313571	9/4/2025	17,731.47	Share	
Supplier Payment	EFT	EFT-00313572	9/4/2025	6,164.07	Fire Systems West	
Supplier Payment	EFT	EFT-00313573	9/4/2025	118,779.31	Do Good Multnomah	
Supplier Payment	EFT	EFT-00313574	9/4/2025	1,911.66	PBS Engineering and Environmental 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-00313575	9/4/2025	25,616.00	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00313576	9/4/2025	127,585.67	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00313577	9/4/2025	923.06	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00313578	9/4/2025	179,959.55	SDB Inc	
Supplier Payment	EFT	EFT-00313579	9/4/2025	17,625.14	Wager Audio Inc	
Supplier Payment	EFT	EFT-00313580	9/4/2025	11,033.03	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00313581	9/4/2025	7,147.62	Sarkinen Plumbing, Inc.	
Supplier Payment	EFT	EFT-00313582	9/4/2025	65,233.22	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00313583	9/4/2025	22,195.20	Tapani Electric, LLC - Remit-To: Tapani Electric, LLC	
Supplier Payment	EFT	EFT-00313584	9/4/2025	660.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00313585	9/4/2025	986.50	AHA Mobile Repair and Fleet Services	
Supplier Payment	EFT	EFT-00313586	9/4/2025	11,991.50	Del Sol Inc	
Supplier Payment	EFT	EFT-00313587	9/4/2025	8,878.50	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00313588	9/4/2025	90,731.20	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00313589	9/4/2025	621.05	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00313590	9/4/2025	805.12	Oregon Rifleworks LLC	
Supplier Payment	EFT	EFT-00313591	9/4/2025	5,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00313592	9/4/2025	97,605.66	Doolittle Acquisitions	
Supplier Payment	EFT	EFT-00313593	9/4/2025	2,436.00	Terracon Consultants Inc - Remit-To: Terracon Consultans Inc	
Supplier Payment	EFT	EFT-00313594	9/4/2025	2,135.74	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00313595	9/4/2025	69,600.00	Grayrock Resources LLC	
Supplier Payment	EFT	EFT-00313596	9/4/2025	33,169.18	Consor North America Inc - Remit-To: Consor North America Inc	
Supplier Payment	EFT	EFT-00313597	9/4/2025	10,023.62	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00313598	9/4/2025	1,033.60	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00313599	9/4/2025	26,968.50	Northwest Royal Home Care	
Supplier Payment	EFT	EFT-00313600	9/4/2025	1,590.87	Power Systems West LLC	
Supplier Payment	EFT	EFT-00313601	9/4/2025	19,679.63	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00313602	9/4/2025	333,070.53	Blackline Inc	
Supplier Payment	EFT	EFT-00313603	9/4/2025	30,399.21	YWCA Clark County	
Supplier Payment	EFT	EFT-00313604	9/4/2025	6,617.24	Live Love Outreach	
Supplier Payment	EFT	EFT-00313605	9/4/2025	5,067.90	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00313606	9/4/2025	487,054.15	Tapani Inc	
Supplier Payment	EFT	EFT-00313607	9/4/2025	261.12	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00313608	9/4/2025	15,965.00	MAKERS architecture and urban design LLP	
Supplier Payment	EFT	EFT-00313609	9/4/2025	765,089.40	Workday Inc	
			EFT	**2,643,410.22**		
Supplier Payment	Manual Wire		9/1/2025	13,407.54	Global Payments Inc	
Supplier Payment	Manual Wire		9/2/2025	3,328.56	Internal Revenue Service	
Supplier Payment	Manual Wire		9/3/2025	56,192.48	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		9/3/2025	43,319.49	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		9/4/2025	40.00	KFPro, Inc	
Supplier Payment	Manual Wire		9/4/2025	13,368.70	Washington Dental Service	
Supplier Payment	Manual Wire		9/4/2025	220,478.07	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		9/5/2025	10,806.13	VSP Vision Care Inc	
Supplier Payment	Manual Wire		9/5/2025	621,879.75	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		9/5/2025	255,681.14	Western States Health & Welfare Trust	
			Manual Wire	**1,238,501.86**		
			Checks	**849,710.24**		
			Direct Deposit	**7,285.72**		
			EFT	**2,643,410.22**		
			9/8/2025	563,332.00	City Payments	Posted 09-01-25 to 09-07-25
			Hansen Total	**563,332.00**		
			9/8/2025	492.00	Miscellanous	Parks Class Refunds FCC 09-01-25 to 09-07-25
			9/8/2025	808.00	Miscellanous	Parks Class Refunds MCC 09-01-25 to 09-07-25
			9/8/2025	718.00	Miscellanous	Parks Class Refunds Special Events 09-01-25 to 09-07-25
			VISA Total	**2,018.00**		
			Payroll Total	**0.00**		
			GRAND TOTAL	**5,304,258.04**		

*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

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

City of Vancouver
Payroll Council Report
September 01, 2025 - September 07, 2025

Check No.	Date	Explanation	Amount
		No payroll this period	

$ -

Staff Report: 191-25

To: Mayor and City Council
From: City Manager
Date: September 15, 2025

Subject
2024 Housing and Urban Development Consolidated Annual Performance and Evaluation Report

Key Points

- The 2024 Consolidated Annual Performance and Evaluation Report (CAPER) provides an opportunity for public review and comment regarding the use of U.S. Department of Housing and Urban Development (HUD) funds.
- This HUD report outlines resources, expenditures, and accomplishments of the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding during Program Year 2024: July 1, 2024 – June 30, 2025.

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

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

Present Situation
The City of Vancouver receives federal CDBG and HOME funding as an annual entitlement through HUD. As part of the funding requirements, the City submits an annual performance report following each program year (July 1 through June 30).

The CAPER provides an overview of expenditures and accomplishments for CDBG and HOME-funded programs. Each CAPER is a one-year snapshot that measures the City's progress towards meeting goals, objectives, and priorities identified in the 5-Year Consolidated Plan.

The 2024 CAPER marks 26 years for the City as a CDBG entitlement city and 16 years as a HOME participating jurisdiction. It is also the first year of reporting under the 2024-2028 Consolidated Plan. The City's CDBG and HOME programs strive to provide a coordinated approach to addressing community needs. Economic Prosperity and Housing collaborates with other city departments, as well as many nonprofit service providers to carry out these HUD-funded activities.

During the 2024 program year, Vancouver expended a total of $2,707,669 in federal funding. This consists of $1,755,718 in CDBG funds, $578,071 in HOME funding and $373,880 in HOME ARP funding. These funds were expended through programs focused on local needs that meet national objectives, goals, and outcomes for the CDBG and HOME programs. Recipients of program funding are people and families with low to moderate income. In 2024, a family of four with moderate income earns $99,300 or less annually (80% of the area median income), while a family of four with very low

income earns $62,050 or less annually (50% of area median income).

The following table is a summary of outcomes achieved with CDBG and HOME funding during the 2024 program year:

Goal	Number Assisted
Increase and Preserve Affordable Homeownership	17 households
Increase Affordable Housing – Rental Assistance	39 households
Increase Economic Opportunity	194 businesses
Public Services for People with Very Low Income	4,059 people
Supportive Services for People Experiencing Homelessness	385 people
Access to Community Facilities	14,209 people

Advantage(s)

1. CAPER submission ensures program compliance with the federal regulations so the City's CDBG and HOME programs can continue to receive and allocate federal entitlement funds.
2. Publication of the CAPER provides an opportunity for public review and comment.

Challenge(s)
None

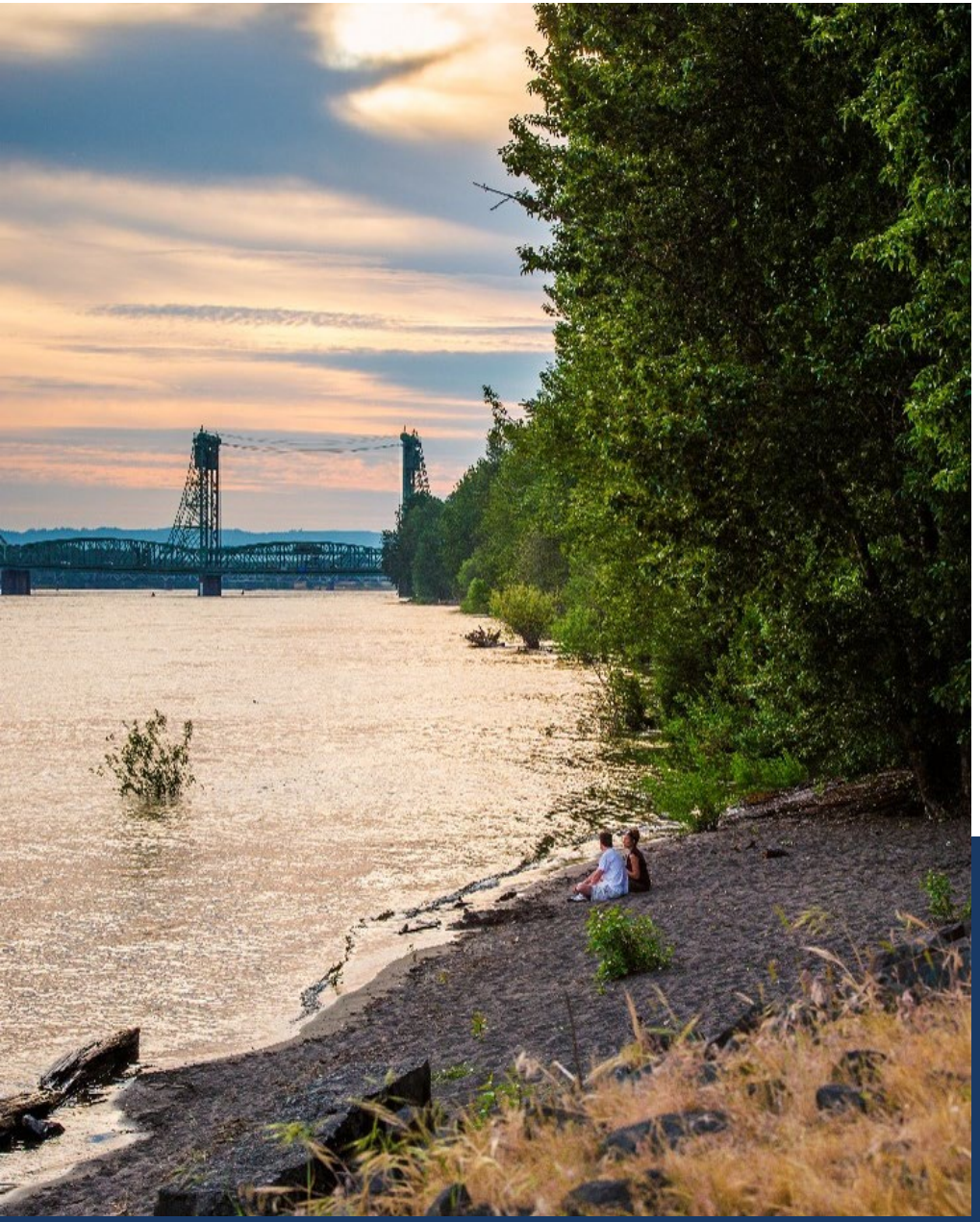
Budget Impact
None

Prior Council Review
May 6, 2024: Review and approval of 2024-2028 Consolidated Plan and 2024 Annual Action Plan

Action Requested
On Monday, September 15, 2025, following a public hearing, approve the 2024 CAPER for submission to Housing and Urban Development.

Staff Contact
Samantha Whitley, Housing Programs Manager, samantha.whitley@cityofvancouver.us

Attachments:
1. Presentation
2. 2024 CAPER for Public Review and Comment



CITY OF Vancouver WASHINGTON

2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Samantha Whitley, Housing Programs Manager
September 15, 2025



CAPER Overview

HUD Process

Expenditures

Outcomes



July 1 – June 30 Program Year

- 2024 – 2028 Five-Year Consolidated Plan
- Annual Action Plan
- Annual CAPER

5-Year Plan Goals



Affordable Housing



Stability & Poverty Reduction



Economic Opportunity



Neighborhood Livability

CDBG Expenditures





FPC Repayment	$366,191
Homeownership	$470,572
Public Services	$300,595
Administration	$321,481
Business Assistance	$296,879
Total Spent	**$1,755,718**



HOME Expenditures

Rental Assistance	$260,664
Homeownership	$247,427
Administration	$69,980
Total Spent	**$578,071**



Affordable Housing Outcomes

Households	Programs
9	Homeowner rehabilitation
8	First-time homebuyer
39	Rental assistance & case management
56	**Total Assisted**

Public Service Outcomes

People	Programs
3,150	Street outreach & emergency shelter
182	Foster youth & family support
4,059	**Total Assisted**









Economic Opportunity Outcomes

- 194 microenterprises assisted with starting or growing their business

Neighborhood Livability Outcomes

Fourth Plain Commons

14,209 people served





HOME–ARP Homeless Supportive Services

Funding	Programs
$281,535	Outreach, housing access and legal assistance
$92,345	Program Administration
$373,880	**Total HOME-ARP**

Supportive Service Outcomes

- **385 people assisted**

Discussion & Public Comment



2024 Consolidated Annual Performance Evaluation Report

U.S. Department of Housing and Urban Development
CDBG & HOME Programs: July 1, 2024 – June 30, 2025









City of Vancouver

Economic Prosperity & Housing Department

September 2025

OMB Control No: 2506-0117 (exp. 09/30/2021)

INTRODUCTION

The City of Vancouver is pleased to present its 2024 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is a requirement for U.S. Department of Housing and Urban Development (HUD) funding. Each year, the City of Vancouver receives Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funding through HUD as an entitlement jurisdiction. This report provides a comprehensive evaluation of the City's progress toward meeting the goals and objectives outlined in the 2024-2028 Consolidated Plan, detailing how federal funds were utilized to address housing and community development needs during the program year.

In 2024, Vancouver continued to build upon its commitment to enhancing the quality of life for all residents by investing in affordable housing, supporting community development initiatives, and fostering economic opportunities. This CAPER shares the results of those investments and how they respond to the needs and priorities voiced by our community.

This report also provides a snapshot of the challenges encountered over the past year, underscoring the City's dedication to transparency and accountability in the administration of federal resources. Vancouver remains steadfast in its values and continues to use CDBG and HOME funding toward focus areas that align with HUD: supporting economic opportunity, housing and human needs, and vibrant neighborhoods.

This report layout and information provided is determined by HUD and this report will be submitted online through HUD's Integrated Disbursement and Information System (IDIS), which dictates the formatting and structure.

These funds and programs are overseen by City of Vancouver's Housing Team:

Ian Alger, Associate Housing Coordinator
Bryan Monroe, Associate Housing Coordinator
Tasha Slater, Senior Housing Coordinator
Justin Ventura, Housing Rehabilitation Specialist
Samantha Whitley, Housing Programs Manager

With support and direction from the Economic Prosperity & Housing Department:

Patrick Quinton, Economic Development Director
Chris Harder, Deputy Economic Development Director
Victor Saldanha, Small Business & Entrepreneurship Program Manager
Andrew Westlund, Financial Analyst
Kimberly Kerlee, Senior Support Specialist

Under the authority and oversight of the Vancouver City Council:

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

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Vancouver's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs strive to provide a coordinated approach to addressing community needs. The programs are administered by the Economic Prosperity & Housing (EPH) Department, which partners with internal city departments, Clark County, Vancouver Housing Authority, and valuable nonprofit organizations that carry out these activities. This 2024 CAPER represents the first year in the 2024-2028 City of Vancouver Consolidated Plan.

In program year (PY) 2024 (July 1, 2024 - June 30, 2025), City of Vancouver expended $1,755,718 in CDBG funds, and $578,070 in HOME funds. In addition, $373,879 in HOME-ARP funds, allocated as part of the 2021 Action Plan, were expended for homelessness supportive services.

In addition to HOME and CDBG funding, the City of Vancouver used local funding available through a voter-approved levy to construct and preserve affordable housing and provide temporary shelter, rental assistance, and homeownership opportunities for households with low income. The original Affordable Housing Fund (AHF) levy provided six million dollars per year for seven years from 2017 – 2023. The levy was renewed and increased in 2024 by Vancouver voters and now dedicates $10 million per year toward affordable housing for ten years.

The City also was awarded Washington State Home Electrification and Appliance Rebate (HEAR) funds to boost the outcomes of our HUD-funded Homeowner Rehabilitation program, and Connecting Housing to Infrastructure Program (CHIP) funding to assist with the cost of utility work and fees for new affordable housing.

In PY 2024, the City paid $276,286 toward its 2010 Section 108 loan for the waterfront access project, which now has a principal balance of $1,090,000. The City has a second Section 108 loan for the Fourth Plain Commons Community Center project. This project was completed in late 2023 and made its first year of quarterly principal and interest payments in 2024, totaling $335,243.

In 2024, the goals and outcomes of the City's programs were affected by the transition to a new federal administration as well as steep inflation, increased cost of labor and materials, and increased interest rates for financing. Many of the City's CDBG and HOME-supported projects continued to see lower outcomes as organizations adjust to higher cost of living. The City continued to support its most vulnerable residents during this time.

The CAPER provides a summary of the accomplishments and people assisted with CDBG and HOME funds during the 2024 program year, including activities with funding from prior years.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

In 2024, results varied across programs, with some services exceeding expectations and others falling short. The differences often reflected project timing, demand shifts, and program implementation factors.

Affordable Housing & Homelessness

- Rental Units Constructed / Rehabilitated & Homeowner Housing Added (0% of goal): No applications were received for these activities during the 2024 application cycle. These projects typically request local Affordable Housing Funds, which are less restrictive than federal dollars.
- Homeowner Housing Rehabilitated (128.57% of goal): Surpassed expectations due to strong demand from existing homeowners, efficient contractor use, and the addition of HEAR funding that expanded CDBG capacity beyond the original projection.
- Financial Assistance to Homebuyers (61.54% of goal): One subrecipient was delayed due to some of the federal restrictions that required substituting home sales and contract amendments. This activity will still outperform the 5-Year Goal next year.
- Tenant-Based Rental Assistance (70.91% of goal): Partners are seeing that households require longer-term support for both rental assistance and case management for housing stability in the current economic environment.

Economic Opportunity

- Businesses Assisted (83.26% of goal): Performance was strong but slightly under goal, due to a later start for CDBG business assistance contracts that were executed after the 2024 HUD grant agreement was received in September and remain underway and achieving additional outcomes after the Program Year deadline for the CAPER of June 30, 2024. Providers are also experiencing more time-intensive services and technical assistance needs from very small or new businesses due to current economic uncertainty.

Housing Stability & Poverty Reduction

- Public Service Activities (144.56% of goal): Overperformance largely due to homeless outreach events that had greater attendance than originally anticipated by the provider. Thrive2Survive estimated they would serve 2,000 people through their quarterly outreach events but served 2,873 in 2024.
- Homeless Person Overnight Shelter, New Beds, Homelessness Prevention (0% of goal): No applications were received for these activities during the 2024 application cycle. These projects typically request local Affordable Housing Funds, which are less restrictive than federal dollars.

Neighborhood Equity & Livability

- Public Facility/Infrastructure Activities (1,420.90% of goal): Dramatic overperformance is due to underestimating the 5-Year Goal based on new projects completed. HUD guidance indicated that the Fourth Plain Commons services should be reported annually during the loan repayment period and the total number served by the Commons in 2024 was 14,290 people. This includes the number of people coming through the front desk and attending events in the Commons event and coworking space.

Goal	Indicator	Unit of Measure	Expected 5-Yr Outcomes	Expected PY 2024	Actual PY 2024	Percent Complete PY 2024
Affordable Housing & Homelessness*	Rental units constructed	Housing Unit	160	0	-	N/A
	Rental units rehabilitated	Housing Unit	50	0	-	N/A
	Homeowner Housing Added	Housing Unit	10	0	-	N/A
	Homeowner Housing Rehabilitated	Housing Unit	35	7	9	128.57%
	Financial Assistance to Homebuyers	Households	10	13	8	61.54%
	Tenant-based rental assistance	Households	250	55	39	70.91%
Economic Opportunity	Businesses assisted	Businesses Assisted	600	233	194	83.26%
Housing Stability, Poverty Reduction	Public service activities	People Assisted	20,000	2,305	3,332	144.56%
	Homeless Person Overnight Shelter	People Assisted	200	0	-	N/A
	New Overnight Shelter/Transitional Housing	Beds	250	0	-	N/A
	Homelessness Prevention	People Assisted	50	0	-	N/A
Neighborhood Equity & Livability	Public Facility or Infrastructure Activities	People Assisted	5,000	1,000	14,209	1,420.90%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

*This outcome table does not include the number of people who were homeless and served through HOME-ARP funding, which was part of the 2021 Consolidated Plan and Action Plan. In PY 2024, HOME-ARP assistance served an additional 385 people through coordinated outreach, free legal services and housing navigator assistance.

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The primary focus of Vancouver's efforts during this cycle has been on activities aimed at supporting individuals with low to moderate income, particularly those experiencing homelessness. The City uses CDBG and HOME funding to facilitate access to stable, affordable housing and economic growth. These federal funds have been directed towards various critical areas, including:

- **Affordable Housing**: Investments made to increase the availability and quality of affordable housing options, particularly homeownership. CDBG funding is critical to these activities and is also used toward housing stability case management services to support HOME rental assistance funding, which is used for rapid rehousing programs, to help reduce homelessness.

- **Housing Stability**: Although CDBG allows for a wide range of Public Service activities that serve people with low to moderate income, the City targets this funding toward homelessness assistance.

- **Economic Opportunity**: Support for small businesses has been a key area, helping to boost economic stability and growth within the community. These funds also support capacity building for Community Based nonprofits that support local communities.

Overall, these activities are designed to provide essential resources and support to those in need, aligning with Vancouver's commitment to addressing and alleviating issues related to housing stability and economic security.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	7,868	35
Black or African American	1,661	4
Asian	128	4
American Indian or American Native	330	4
Native Hawaiian or Other Pacific Islander	1,500	23
Total	**11,487**	**70**
Hispanic	1,226	7
Not Hispanic	10,261	63

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Beneficiary demographics are accurately updated by City staff in IDIS each quarter based on partner agency reports for CDBG and HOME activities. The numbers in the table above, generated by HUD's IDIS system, continue to inaccurately reflect the individuals served throughout the program year. One discrepancy to note is that the race categories listed in HUD's reporting template do not include "Multi-racial" or "Other" races although this is reported in IDIS. In addition, it does not include people who were served through HOME-ARP-funded programs.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	$1,618,547	$1,755,718
HOME	public - federal	$909,889	$578,070
HOME-ARP	Public – federal	$310,000	$373,880

Table 3 - Resources Made Available

Narrative

Resources made available do not align with the amount expended because of overlapping program years and contract timelines. Funding spent in 2024 includes CDBG program income, which must be spent first when it is received from prior years.

HOME funding that was awarded to homebuyer assistance programs in 2024 had a slow start due to new agency partnerships and environmental review requirements.

The Resources Made Available column includes only the 2024 CDBG and HOME entitlement funding amounts received directly from HUD and approximately 1/6 of the HOME-ARP funds, which have a six-year expenditure deadline.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
N/A	-	-	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Vancouver does not allocate funding on a geographic basis; all activities are provided within city limits.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Vancouver assists partner agencies in applying for available funding to leverage other resources to implement housing strategies and programs. The City has established a network of partners from the private lending community, financial experts, and private and nonprofit housing developers and consultants who can provide technical expertise in packaging development proposals. The City of Vancouver has submitted letters of support and verification of consistency for partner agency project applications, which support the goals and objectives found in the City's Consolidated Plan.

The City's CDBG and HOME funding application process strongly encourages the leveraging of other funds by awarding points based on the percentage of committed matching funds.

The City's HOME program follows the requirements in 24 CFR 92.218. The IDIS report PR33 shows a match liability of $89,141 to meet the 25% matching requirement. Unfortunately, Vancouver did not see any construction projects apply for HOME funding in the 2024 program cycle. HOME funding was awarded to tenant-based rental assistance (TBRA) programs and homeownership programs. Rental assistance programs typically include only moderate amounts of match and the HOME program does not count a homebuyer's private mortgage toward match since it is considered the owner's investment. Because of the City's ample excess match available, no additional HOME match will be documented this year, though it's noted that both TBRA and homebuyer assistance programs do leverage other state and private funding in support of tenants and homebuyers, including program operations.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$2,335,617
2. Match contributed during the current Federal fiscal year	$0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	$2,335,617
4. Match liability for current Federal fiscal year	$89,141
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$2,246,476

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date	Cash (non-Federal)	Foregone Taxes, Fees, Charges	Appraised Land/ Real Property	Required Infrastructure	Site Prep, Material, Donated labor	Bond Financing	Total Match
N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Table 6 – Match Contribution for the Federal Fiscal Year

Program Income				
Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
$0.00	$88,693.95	$39,519.22	$39,519.22	$49,174.73

Table 7 – Program Income

HOME MBE/WBE report

Table 8 – Minority Business and Women Business Enterprises. Since HOME funding was only invested in tenant-based rental assistance and homebuyer assistance, there are no Minority Business nor Women Business Enterprises contracts or dollar amounts to report for construction projects completed during the program year.

Table 9 – Minority Owners of Rental Property. Information on rental property owner demographics is not collected through the tenant-based rental assistance programs so there is no data to present for the Minority Owners of Rental Property table.

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

	Number	Cost
Parcels Acquired	5	$247,427.32
Businesses Displaced	0	$0
Nonprofit Organizations Displaced	0	$0
Households Temporarily Relocated, not Displaced	0	$0

Table 8 – Relocation and Real Property Acquisition

HOME funds were used in 2024 to assist 5 first-time homebuyers purchase an affordable residence. Two homes were purchased on the open market and 3 homes were purchased through the Vancouver Housing Authority transitioning their scattered site rental homes to ownership. No households nor businesses were displaced by these purchases.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	55	39
Number of Non-Homeless households to be provided affordable housing units	13	8
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**68**	**47**

Table 9 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	55	39
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	7	9
Number of households supported through Acquisition of Existing Units	13	8
Total	**75**	**56**

Table 10 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Homeless households provided affordable units/Tenant-Based Rental Assistance (70.91% of goal): Partners are finding that households require longer-term support for rental assistance and case management for housing stability in the current economic environment.

Non-homeless households/Acquisition of Existing Units (61.54% of goal): One subrecipient was delayed due to some of the federal restrictions that required substituting home sales and contract amendments. This activity will still outperform the 5-Year Goal next year.

Rehab of Existing Units (128.57% of goal): Homeowner rehab surpassed expectations due to strong demand from existing homeowners, efficient contractor use, and the addition of HEAR funding that expanded CDBG capacity beyond the original projection.

Production of New Units: No applications were received for these activities during the 2024 application cycle. These projects typically request local Affordable Housing Funds, which are less restrictive than federal dollars.

Discuss how these outcomes will impact future annual action plans.

Affordable housing remains a top priority for the City of Vancouver. To advance this goal, the City will continue to prioritize funding for affordable housing construction and preservation, homelessness assistance and homebuyer/homeowner support. The Affordable Housing Fund (AHF) levy generates $10 million annually over 10 years, extending through 2033. This local funding strategy is designed to streamline the development process and attract developers to apply for AHF funds.

By leveraging these local funds, the City reduces dependence on federal HOME funds, which come with complex requirements and can delay project timelines. The higher allocation provided by the AHF levy makes it a more attractive option for developers, facilitating faster and more efficient project completion. This approach accelerates the development of affordable housing and helps address the local need more effectively.

Since its creation in 2017, Vancouver's Affordable Housing Fund has awarded over $63 million to address our community's housing needs. These local dollars have leveraged more than $500 million in additional public and private investment. With this funding, we've been able to build and preserve homes, support renters, expand shelter capacity, and even open pathways to homeownership. This funding has resulted in over 2,000 affordable rental units created or preserved and helped thousands of households avoid eviction and stay stably housed and increased the number of shelter beds and resources for people experiencing homelessness. The fund has also been used to support 30 first-time homebuyers, helping families put down roots in Vancouver.

Include the number of extremely low-income, low-income, and moderate-income people served by housing assistance each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	4	39
Low-income	2	0
Moderate-income	6	5
Total	**12**	**43**

Table 11 – Number of Households Served

Narrative Information

The City of Vancouver prioritizes services to households with low to moderate-income. Activities which collect information on household income for program eligibility include some public services, tenant based rental assistance, homeowner rehabilitation, homebuyer assistance and rental housing.

The numbers served in the CDBG column include 3 first-time homebuyers who received assistance to purchase an affordable home and 9 homeowners who received housing preservation assistance. Homeowners assisted through the rehabilitation program include three households with moderate income, four with extremely low income, and 2 households with low income. The HOME column reflects 5 first-time homebuyers with moderate income and 39 TBRA households, who are exiting homelessness and earning less than 30% of area median income.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Vancouver's Homeless Assistance and Resource Team (HART) is staffed by six full-time employees from the City Manager's Office, Vancouver Police Department, Public Works and the City Attorney's Office. The HART Team provides extensive outreach and services to people living outside in the City of Vancouver.

In addition to the HART Team, EPH supports several other programs that are working to reduce homelessness. Share and Janus Youth offer rental assistance programs and services for people experiencing homelessness. The Council for the Homeless (CFTH) is a close partner to the City, coordinating rental assistance, homeless outreach and diversion assistance for people experiencing, or risk of homelessness. Additional organizations participate in a variety of outreach strategies to engage people who are homeless and connect them to needed resources and services. Along with CDBG and HOME, the City uses the local Affordable Housing Fund levy to prevent homelessness and support people experiencing homelessness.

CFTH is the coordinated entry provider for over 40 service providers to prevent and end homelessness. CFTH collaborates with service providers, government agencies, faith communities, educators, businesses and others to identify and implement solutions to homelessness. They operate the Housing Solutions Center, which includes the Housing Hotline, to help people access emergency shelter, housing assessments and rental assistance programs to prevent and end homelessness.

CFTH coordinates the local countywide homelessness count known as the annual Point in Time (PIT) count. PIT provides a one-day snapshot of homelessness in the community and informs homeless trends and needs. This count is required by HUD and Washington state law. In 2024, the number of people experiencing homelessness increased 12% to 1,530 people.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City's HART Team manages four Safe Stay sites, consisting of 20 non-congregate pallet shelters per site, a Safe Park site with 80+ parking spaces, and is currently in the process of building a 150-bed Bridge Shelter to help move people off the street and access treatment if needed.

The City of Vancouver also supports nonprofit partners in the delivery of services and emergency and transitional housing with both federal funding and local Affordable Housing Fund. Council for the Homeless, Share, Janus Youth, and YWCA Clark County provide support services for shelters and transitional housing. Share operates a men's shelter, a women's shelter and a family shelter. Janus Youth operates a youth shelter and rental assistance programs as well as case management services. YWCA Clark County operates the SafeChoice Domestic Violence shelter.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Vancouver participates in the Coalition of Service Providers, a consortium of nonprofit agencies, businesses, community groups, faith-based agencies, and government organizations, as well as people who are currently or formerly experiencing homelessness. The group identifies critical gaps in service, prioritizes needs, and plans for solutions. Prevention, diversion, and discharge planning are included in the Clark County Homeless Action Plan.

Council for the Homeless' Housing Solutions Center and 211 Info both help connect people with low-income to multiple agencies providing housing, health, social services, employment, education, or youth needs. As the coordinated entry point, they assess and prioritize household need, helping households avoid becoming homeless, with a focus on those at greatest risk, extremely low-income households and those exiting systems of care such as hospitals, mental health and substance use treatment facilities, foster care, and corrections programs.

Janus Youth uses TBRA funding to help foster youth and other youth exiting facilities who are at risk of homelessness. Their programs are specifically focused on youth by providing emergency shelter, case management and TBRA.

This year, Vancouver invested Affordable Housing Funds in Hazelwood Reentry Housing project, a partnership with Vancouver Housing Authority and The Foundation. Hazelwood will be a 7-unit transitional housing project that will support 14 individuals exiting the justice system. The AHF funding was used to renovate the units and The Foundation will provide wrap around services and support groups.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Vancouver/Clark County Continuum of Care (CoC) received $2,178,304 through a competitive process for 2024 funding for CoC grant recipients. The CoC Program is designed to promote a community-wide commitment to the goal of ending homelessness; to provide funding for efforts by nonprofit providers, states, Tribes, and local governments to quickly rehouse people who are homeless, including people fleeing domestic violence, dating violence, sexual assault, and stalking, and youth while minimizing the trauma and dislocation caused by homelessness; to promote access to and effective utilization of mainstream programs by homeless individuals and families; and to optimize self-sufficiency among those experiencing homelessness.

Programs that received 2024 CoC funding include:

Council for the Homeless Coordinated Entry DV Renewal ($141,438): integrates domestic violence resources and supports into the coordinated entry system.

Council for the Homeless HMIS Renewal ($161,440): Homeless Management Information System (HMIS) data system management and reporting for all homeless service providers in Clark County.

Council for the Homeless ($67,680): CoC Planning: planning, coordination, and support for the local CoC, Point in Time count, system performance reporting and annual CoC application.

Impact NW – Permanent Supportive Housing Program ($255,696): serves households that are chronically homeless through leasing assistance to provide stable housing.

Janus Youth Programs – Connections ($230,053): permanent supportive housing program serving youth between the ages of 18 and 25 who have a disability and multiple complex needs.

Sea Mar CHC – The Way Home Too ($405,898): housing assistance and case management for people with a disability who are chronically homeless and are high utilizers of psychiatric, medical, and other community system resources.

Share- Story Street ($916,099): permanent supportive housing through rental subsidies and case management for individuals and families who are experiencing homelessness and have high and complex needs.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Vancouver Housing Authority (VHA) does not have any Public Housing. VHA manage and/or owns a portfolio of about 4,000 apartments across approximately 50 buildings. VHA partners with the City of Vancouver and its Affordable Housing Fund to help with needed renovations as well as new construction and acquisition. VHA also administers about 3,500 rental assistance vouchers.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

VHA does not have any Public Housing. VHA does have a very active Resident Advisory Board (RAB) and is currently working with the RAB to design an input structure that also includes residents of VHA's affordable housing that do not have vouchers. VHA offers a homeownership program for its voucher residents and has partnered with a local nonprofit to provide credit and housing counseling. VHA also has Supportive Services Department that provides service coordination, care coordination and a family self-sufficiency program across its housing and voucher portfolio. VHA is currently converting its single-family home rental portfolio to permanently affordable homeownership in partnership with two nonprofit organizations.

Actions taken to provide assistance to troubled PHAs

Not Applicable; the VHA is not a "troubled PHA."

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Housing Action Plan:
The City is in a housing deficit. To meet demand, over the next 10 years, the City must build at least 2,500 new units per year, while currently averaging around 1,700 units. Included within this 2,500, the City needs 1,000 units of affordable housing and currently builds approximately 225 new affordable units each year. In 2025, multifamily construction further dropped, with only 307 permits issued the first half of the year.

The Housing Action Plan is a working document updated with extensive research, collaboration, and data analysis. The tasks included in the plan identify a wide-ranging framework of action items that require the involvement and coordination of departments across the City.

Actions achieved in 2024 include removal of parking minimums for affordable housing development, deferral of System Development Charge (SDC) and Impact Fees from construction initiation to construction completion, and waiver of MFTE application fees. The Development Review team also shortened their review cycle timelines to decrease project approval time. Other actions are underway to further facilitate and incentivize housing development.

Vancouver offers a reduction in development impact fees (Transportation and Park) for new rental units that will remain affordable to tenants with low income for at least 15 years, and owner-occupied units must be sold (or re-sold) to buyers with low income for 10 years. Vancouver also regularly applies for, and receives, state CHIP funding to cover SDC costs for affordable developments.

The City will sponsor rezoning applications for affordable housing projects where 40% of units are affordable at 60% area median income. Applicants requesting rezoning will not have to pay approximately $20,000 for a processing fee.

Other code incentives include allowing affordable housing development to achieve a 50% higher density in single-family zones and 100% density bonus in multi-family zones and relaxed ADU regulations to allow more unit production.

Comprehensive Plan:
The Comprehensive Plan is one of Vancouver’s most important tools to help alleviate barriers to affordable housing. The City is currently wrapping up a multi-year process to develop a plan that will guide Vancouver's growth and development over the next 20 years. This initiative is called Our Vancouver 2045. Since the plan was last updated in 2011, Vancouver has experienced significant growth, as well as demographic, economic and social changes. The Comprehensive Plan provides the overall long-term vision and policy direction for the City. It helps to manage growth and development, in balance with the natural environment, and guides infrastructure improvements to support community needs. Washington's Growth Management Act requires the City to adopt an updated plan and resulting changes to its zoning code by December 30, 2025.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

While the City has employed a range of strategies to address the identified needs within the community, the primary challenge remains the lack of financial resources. To overcome this obstacle, the City will continue to plan and fund housing and supportive service programs tailored for underserved populations, including the elderly, youth, and individuals with disabilities.

The Affordable Housing Fund (AHF) levy plays a crucial role in advancing these efforts, providing resources that extend beyond the capabilities of CDBG and HOME funds. The AHF supports a diverse array of activities, including new construction, operation and rehabilitation of shelters, preservation of existing housing, homeownership assistance, rental assistance, and eviction prevention.

By leveraging these funds, the City aims to enhance its ability to meet the needs of its most vulnerable residents and improve overall housing stability within the community.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Vancouver conducts lead-based paint screening on all rehabilitation activities. This screening determines if the property is old enough to have lead-based paint, and if so, whether the rehabilitation efforts will disturb this paint. If required, mitigation activities are carried out.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Vancouver works with Clark County to alleviate poverty. Clark County receives the majority of state and federal funding to help people in need and performs a Community Needs Assessment (CNA) every 3 years in compliance with Community Service Block Grant (CSBG) requirements. The CNA includes a survey of needs and is an important part of developing community-wide policies, practices and services to respond to the needs prioritized by people with low income.

The following actions were taken to achieve this goal:

- Supported outreach and diversion programs of the Council for the Homeless and other nonprofits providing emergency and transitional shelter and services for people who are homeless or at risk of becoming homeless;
- Council members and staff participate on the county's Community Action Advisory Board which recommends CSBG and other funding to nonprofit agencies for homelessness prevention and other basic services.
- Continued to support nonprofits in the delivery of basic services through CDBG, HOME, HOME-ARP and AHF funding for emergency shelter, transitional housing, case management, youth programs and resource connection.
- Continued CDBG support for microenterprise assistance through the Hispanic Metropolitan Chamber, Northwest Native Chamber, Fourth Plain Forward, and Microenterprise Services of Oregon (MESO). These programs provide technical support to business owners or entrepreneurs with low to moderate income.
- Continued use of the Affordable Housing Fund to provide income-restricted units and rental assistance for households earning up to 50% AMI.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Vancouver works with a variety of organizations to plan and implement activities. Staff are responsible for managing day-to-day operations of CDBG and HOME programs. Key partners in the planning and implementation of activities include nonprofit organizations, other City departments, Clark County, housing developers, and the Vancouver Housing Authority (VHA). The primary strength of the institutional system for delivering programs is the interdepartmental coordination at the City as well as the collaboration of community partners. The primary weakness of the delivery system is a lack of financial resources to meet needs.

Commissioners of the VHA are appointed by the City Council. Once appointed they have no further direct relationship with the City. However, there is close cooperation between the City and VHA through the City's award of funding for housing activities operated by VHA. In addition, the City and VHA cooperate in reviewing the capital needs of VHA.

In partnership with Clark County, Vancouver hosts a quarterly tenant-based rental assistance (TBRA) providers workgroup. This regular meeting is a chance for case managers and other staff from TBRA agencies to hear HUD updates, ask questions, review policies and network with peers. Staff maintain a library of documents and best practices, as well as FAQs in a central location and this resource as well as the meetings have strengthened the ability of TBRA providers to carry out the complex HUD requirements for the program.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Vancouver participates with Council for the Homeless and Clark County to enhance the community's Continuum of Care system to end homelessness. This partnership includes a variety of community groups, government agencies and a coalition of more than 40 homeless service providers.

Vancouver enhances coordination with public, private, and nonprofit housing providers, social service providers and faith-based communities through the following actions:

- Working with partners, including Clark County, Washington State, and the VHA, to prioritize housing needs, provide services, and maximize the use of federal, state, and local funds for affordable housing, community development, and related services.
- Participation in coordinated efforts for shelter and services assisting homeless individuals and families through the Continuum of Care.
- Participation in Ending Community Homelessness Organization (ECHO), a collaboration between Clark County and its cities' elected leadership, as well as the VHA and homeless agency directors, discussing collaboration and homeless needs on a monthly basis.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The last analysis of impediments (AI) report was issued in 2012. The 2012 AI assessed the impact of the City's laws, regulations, policies and practices on the availability and accessibility of housing as well as an assessment of public and private sector conditions that affect fair housing choice. The 2012 AI identified the following strategies to reduce impediments to fair housing:

- Support nonprofit and private sector efforts to increase the stock of affordable housing, especially deeply subsidized rentals
- Monitor potential areas of racial/ethnic concentrations and high mortgage loan denials
- Improve access to and dissemination of fair housing information

The City began updating this plan in 2019 when HUD's requirements changed, but new guidance from HUD was never issued and the City's planned update has been on hold. The strategies identified in 2012 are still relevant to the City in 2025. Vancouver has addressed the strategies through the Affordable Housing Fund levy, a significant resource to support 50% AMI affordable units.

The Home Mortgage Disclosure Act (HMDA) data for Clark County in 2024 showed 11,283 mortgage loans originated. For these loans, the following racial and demographic data was provided by the Consumer Financial Protection Bureau. The number of loans originated by Hispanic or Latino households is far below the population in Vancouver according to the latest census data.

Records by Ethnicity in CLARK COUNTY, WA	Action Taken Loan Originated		Vancouver 5-Year ACS Data 2023
Ethnicity	Count	Percent	Percent
Hispanic or Latino	614	5.44%	17.2%
Not Hispanic or Latino	8,620	76.40%	82.8%
Joint	405	3.59%	
Ethnicity Not Available	1,644	14.57%	
Total	11,283		

Records by Race in CLARK COUNTY, WA	Action Taken Loan Originated		Vancouver 5-Year ACS Data 2023
Race	Count	Percent	Percent
American Indian or Alaska Native	83	0.74%	0.7%
Asian	741	6.57%	5.3%
Black or African American	225	1.99%	3.1%
Native Hawaiian or Other Pacific Islander	53	0.47%	1.8%
White	7,888	69.91%	70.6%
Joint	538	4.77%	
Race Not Available	1,719	15.24%	
Total	11,283		

Lastly, Vancouver is improving access to and distribution of fair housing information and resources through its new Rental Habitability program that will be launched in January 2026. This program will help the City identify rental housing concerns and communicate with landlords and tenants about Fair Housing requirements and resources.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Vancouver utilizes four tools for monitoring to ensure program compliance: clear policies and procedures, agency risk assessments, contract reporting requirements, and program-specific monitoring. All applications received are evaluated to determine eligibility and priority based on program policies, local, state, and federal regulations, consolidated plan goals, and local need.

Prior to contracting, staff review all documents required through the application process and conduct a risk assessment of each agency and program. Staff review contract requirements with each agency and discuss needed documentation and reports. As part of the quarterly reporting, agencies submit data that is reviewed by staff and input in IDIS.

Agency risk assessments are based on a range of risk factors. The scoring is used as a basis to determine which agencies to monitor each year. Newly funded entities/programs are likely to be monitored in their first year receiving CDBG or HOME funding. Vancouver ensures that all records are complete, and agencies comply with applicable rules and regulations including Political Activity, Davis Bacon and Related Acts, Civil Rights, Cash Management, Federal Financial Reports, Allowable Costs and Cost Principles, Drug Free Workplace Act, and other administrative requirements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Vancouver follows a detailed Community Participation Plan. All members of the community, including people with low to moderate income, people living in low- and moderate-income neighborhoods, minority populations, non-English-speaking people, people with disabilities, persons with HIV/AIDS and their families, people who are homeless, social service agencies and residents of public and assisted housing developments are encouraged to participate in the development and implementation of HUD-assisted programs.

The 2024 CAPER hearing notice was published in The Columbian newspaper on August 26, 2025, providing notice of the public hearing time and date. City Council will accept testimony on the CAPER in person at City Hall or remotely over the GoToMeeting conferencing platform. All City Council meetings are broadcast on CVTV cable channels 23 / HD 323, and on the City's Facebook page. City Hall is accessible and served by C-TRAN. Anyone who needs language interpretation services or accommodations with a disability may request it. Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use.

The draft 2024 CAPER was posted on the City website for public review. An email blast was also sent to approximately 400 CDBG and HOME stakeholders.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

In Program Year 2024, Vancouver did not substantially change its overarching program objectives, which remain focused on expanding affordable housing, preventing homelessness, supporting neighborhood revitalization, and fostering economic opportunity. However, based on implementation experience, the City adjusted strategies within those objectives to improve effectiveness.

For example, multifamily development has slowed due to high interest rates and rising construction costs. In response, Vancouver placed greater emphasis on homeownership investments, and housing preservation, which can be delivered more quickly and provide immediate benefit to households with low to moderate income.

The City also learned from administering new funding sources such as ARPA and HEAR funds. These experiences highlighted the need for strong coordination between housing and energy efficiency programs, leading to more integrated approaches to homeowner rehabilitation.

Finally, community feedback gathered during outreach for the rental habitability program underscored the importance of accessible communication and transparency. Vancouver is enhancing public engagement strategies, including web accessibility, multilingual resources, and expanded technical assistance to community partners.

These adjustments reflect Vancouver's commitment to using data and community input to refine programs and ensure resources are targeted where they can have the greatest impact.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

IDIS	HOME Rental Projects	HOME Units	Total Units	Affordability Ends	Date Last Monitored	Monitoring Date
392	REACH McCallister Village	2	48	2031	10/19/23	2026
406	VHA Van Vista Assisted Living	3	76	2032	10/20/2022	**2025**
520	CNPH Cherry Park	3	13	2034	10/14/24	2027
646	Second Step 39th St Triplex	2	3	2036	10/15/24	2027
643	VHA Lincoln Place	2	30	2056	10/19/22	**2025**
664	REACH Isabella Court	2	49	2057	06/05/23	2026
649	AFV Freedoms Path	1	50	2057	07/25/23	2026
726/727	Second Step Meadows	3	15	2059	10/17/22	**2025**
751	REACH Isabella Court II	2	49	2060	06/06/23	2026
802	VBT Grand Pacific	1	26	2062	05/11/23	2026
854	MHNW Columbia Heights	2	69	2073	07/24/23	2026
885	Second Step Bailey Estates	2	2	2037	10/16/24	2027

In 2025, VHA Van Vista Assisted Living, VHA Lincoln Place and Second Step Meadows Apartments were inspected using Housing Quality Standards (HQS) checklists.

On August 11, 2025, units 101 and 203 were inspected at Lincoln Place. On August 12, 2025, units 2, 4 and 24 were inspected at Second Step Meadows; and on August 14, 2025, units 110, 206 and 218 were inspected at Van Vista. All 8 units between these three properties passed their HQS inspection.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The City requires owners of housing projects with five (5) or more HOME-assisted units to use affirmative fair housing marketing practices in soliciting renters or buyers, determining their eligibility, and concluding all transactions. Although there are no HOME projects with 5 or more HOME-assisted units, the City recommends affirmative marketing efforts for any and all affordable housing projects.

Affirmative Marketing requires the following for the duration of the compliance period:

Advertising: The Equal Opportunity logo or slogan must be used in all ads, brochures, and written communications to owners and potential tenants. Advertising media may include The Columbian (or any other local newspaper), radio, television, social media, housing organizations, brochures, leaflets, or may simply involve a sign in the window.

Fair Housing Poster: Owners must display the HUD's fair housing poster in rental offices or other appropriate locations.

Special Outreach: Owners are encouraged to solicit applications for vacant units from persons in the

housing market who are least likely to apply for HOME-assisted housing without the benefit of special outreach efforts. Vancouver recommends the following methods to reach this objective:

- Posting informational flyers in lower opportunity neighborhoods, including social service agencies and housing agencies serving these areas.
- Use of culturally specific traditional and social media: HOME-assisted housing opportunities may be advertised in specific newspapers (i.e., The Skanner, Portland Observer, El Hispanic News, The Asian Reporter).
- Record Keeping: Owners must maintain a file containing documentation of all marketing efforts (copies of newspaper ads, memos of phone calls, copies of letters, etc.). These records must be available for inspection by Vancouver staff. Owners must maintain a listing of all tenants residing in each unit.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City received $88,694 in HOME program income in 2024 (PR-09), of this, $39,519 was expended in 2024 on tenant-based rental assistance programs. There remains $49,175 to be carried over to PY2025. All tenant based rental assistance service providers served households experiencing homelessness. Share serves homeless individuals and households that are qualified. One out of every four referrals for rental assistance from coordinated entry were households from shelter.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k)

This is a primary focus for Vancouver and actions taken this year have been discussed throughout the CAPER. Actions in 2024 include Affordable Housing Fund and ARPA investments, pursuing state grants for affordable housing, eliminating parking minimums and deferring fees, providing density bonuses and fee waivers, providing housing preservation funding, Multifamily Tax Exemption, Construction Use and Sales Tax Deferral and waiver program, and the new habitability program to maintain affordable housing. Vancouver has also provided vacant land near City Hall downtown and in the Heights Redevelopment area to build affordable rental and homeowner housing.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME
Total Number of Activities	2	0
Total Labor Hours	934	
Total Section 3 Worker Hours	0	
Total Targeted Section 3 Worker Hours	0	

Table 12 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME
Outreach efforts to generate job applicants who are Public Housing Targeted Workers.		
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.		
Direct, on-the job training (including apprenticeships).	Y	
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	Y	
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	Y	
Outreach efforts to identify and secure bids from Section 3 business concerns.		
Technical assistance to help Section 3 business concerns understand and bid on contracts.		
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.		
Provided or connected residents with assistance in seeking employment including help with: resumes, interview prep, finding job opportunities, connecting to job placement services.		
Held one or more job fairs.		
Provided or connected residents with supportive services that provide direct services or referrals.		
Provided or connected residents with services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.		
Assisted residents with finding childcare.		
Assisted residents to apply for or attend community college or a 4-year educational institution.		
Assisted residents to apply for or attend vocational/technical training.		
Assisted residents to obtain financial literacy training and/or coaching.		
Bonding assistance, guaranties, or other efforts to support bids from Section 3 business concerns.		
Provided or connected residents with training on computer use or online technologies.	Y	
Promoted the use of a business registry designed to create opportunities for disadvantaged and small businesses.		
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.		
Other		

Table 13 – Qualitative Efforts - Number of Activities by Program

Narrative

Contractors are frustrated and struggle with the new Section 3 tracking requirements. The general contractor for the Fourth Plain Community Commons project refused to provide the Section 3 report; after requesting this information from them for over 12 months the project was closed out.

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 15, 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

- September 8, 2025 - Consent Agenda
- 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 15, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

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
4. 9-15 VCAP Presentation

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 McEnerny-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.

CITY OF Vancouver WASHINGTON

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.

Cultural Access Program Policy Overview

David Perlick
Director
Parks, Recreation and Cultural Services
Sept. 15, 2025

What is Cultural Access?

- A publicly funded program created in 2015 that expands community access to cultural programs in science, heritage and the arts.
- 0.1% increased sales tax adopted Dec. 2, 2024, with ordinance M-4481.
- The City collects the tax and administers the program to distribute funds.
- **ELIGIBLE** cultural non-profits and individuals with an eligible fiscal sponsor.
- **INELIGIBLE** state agencies, city governments, private foundations, radio or television broadcasting network or stations, cable communications systems, internet-based communications venture or services, newspapers, magazines.

Public Benefits

Expanding Access & Engagement

- School-based programs for K-12
- Free/low-cost admissions
- Transportation to cultural events

Strengthening the Cultural Ecosystem

- Operating support for cultural non-profits
- Capital investments in accessible cultural spaces
- Long-term sustainability and outreach programs

Driving Economic & Community Vitality

- Job creation in creative sectors
- Cultural tourism & business growth
- Community events foster civic pride

Fostering Innovation & Creativity

- Lifelong learning and creating exploration for all ages
- Cross-sector partnerships between schools, non-profits and the City
- Platforms for diverse voices and community storytelling

Eligibility

- Have a primary mission focused on arts, culture, heritage or science
- Be a 501(c)(3) non-profit incorporated in Washington or apply with a qualified fiscal sponsor
- Be located within Vancouver city limits or deliver at least 55% of programming within city limits
- Provide cultural programming directly to people who live within Vancouver city limits





Funding Categories and Allocation

Grant Types, Program Costs and Allocation Minimums

Impact Grants: $10,000-$75,000
Minimum 10% of available funding

Innovation Grants: $5,000-$25,000
Minimum 5% of available funding

Comprehensive Grants: $100,000-$300,000
Minimum 10% of available funding

Capital Grants: $300,000+
Minimum 15% of available funding

School Grants
Minimum 10% of available funding

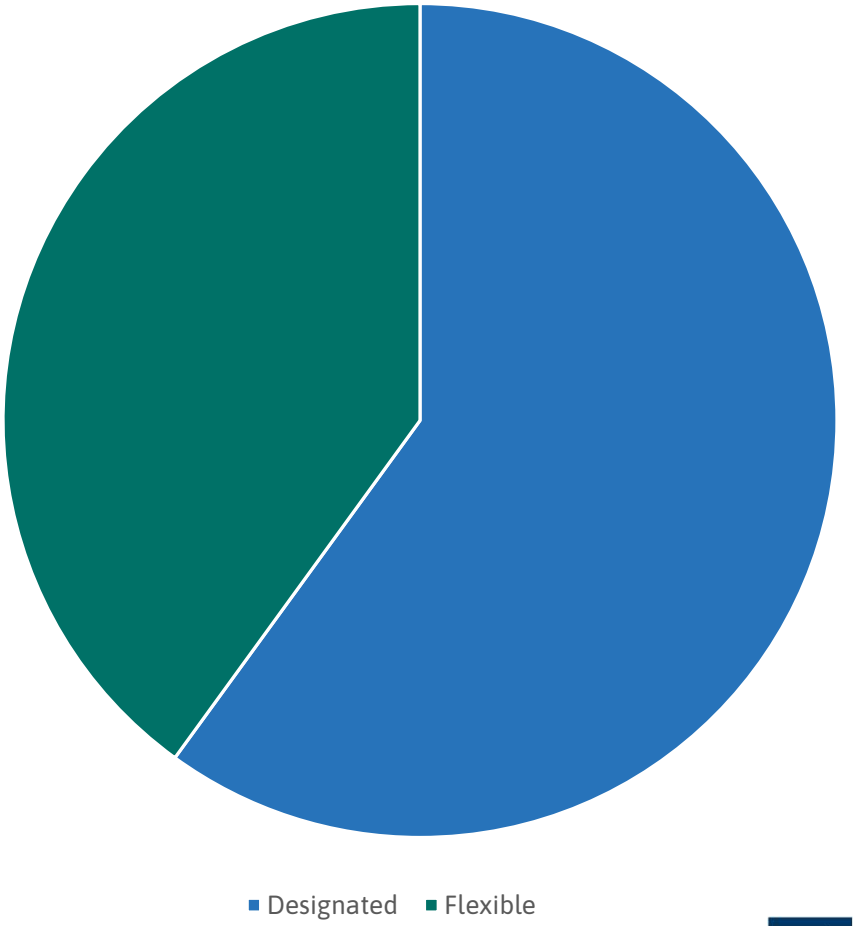
Program Administration
10% of available funding

Annual Allocation

60% designated to identified grant categories (est. $4.2 million)

40% flexible to be directed toward opportunities for greatest public benefit (est. $2.8 million)

Program goals and direction will be reviewed annually by the Culture, Arts and Heritage Commission



Program Timeline

Q3 2025	Q4 2025	Q1 2026	Q2 2026
• Adopt ordinance amendment • Policy adoption by resolution	• Program branding and identity • Application design • Establish available funding pool	• Hire program staff • Community outreach and education • Recruit and train grant review committee	• Host workshops and training • Year one grants open

Key milestones after the policy is adopted.