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
January 5, 2026

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. January 5, 2026. 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 January 5, 2026. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on January 5, 2026.

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

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

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

Council Dinner / 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 - December 1, 2025

Minutes - December 8, 2025

Community Communication

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

Consent Agenda

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

1. Contract Amendment — Increase in Purchasing Fuel from Wilson Oil - Contract C-101853

Staff Report: 001-26

Request: On Monday, January 5, 2025, authorize the City Manager, or designee, to finalize and execute a contract amendment with Wilson Oil, Inc. to increase the current contract threshold from $1,725,000 to $3,500,000 for purchasing unleaded and R99 renewable diesel fuels.

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

2. Contract Amendment — New Public Works Operations Campus – General Contractor Construction Manager Amendment #3 with Skanska USA — C-101995

Staff Report: 002-26

Request: On Monday, January 5, 2026, authorize the City Manager, or designee, to authorize the execution of contract amendment #3 with Skanska USA Building Inc. of Portland, OR for MACC #3 in the amount of $218,043.

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

3. Addendum to City Manager Employment Agreement

Staff Report: 003-26

Request: On Monday, January 5, 2026, approve the Addendum to City Manager Employment Agreement and authorize the Mayor to execute the same.

Nena Cook, City Attorney, nena.cook@cityofvancouver.us

4. Multi-Family Tax Exemption Certificate Extension — Green Leaf Uptown Apartments

A RESOLUTION of the City Council of the City of Vancouver approving a contract with Green

Leaf Uptown LLC, a Delaware limited liability company (Applicant) to extend, for 12 years, an expiring 8-year market-rate multifamily tax exemption final certificate for the 167-unit Green Leaf Apartments project located at 1700 Main Street, Vancouver WA 98660 (Property) (Exhibit A).

Staff Report: 225-25

Request: On Monday, January 5, 2026, adopt the resolution authorizing the City Manager, or designee, to execute a multi-family housing limited property tax exemption extension and take any and all action necessary to enforce the terms thereof.

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

5. Approval of the Claim Vouchers

Request: Approve claim vouchers for January 5, 2026.

Communications

A. From the Council

B. From the Mayor

Election of Mayor Pro Tem

2026-2027 Council Board and Committee Assignments

C. From the City Manager

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.

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.

December 1, 2025

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

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

The City Council Meeting was held on 12/1/2025 at 4:00 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/video/city-council-workshops-12-01-25-2025121008/

Boards and Commissions Discussion
(Approximately 45 minutes)

Lisa Brandl, Deputy City Manager, Joy Fowler, Equity and Inclusion Program Director, lisa.brandl@cityofvancouver.us, Joy.Fowler@cityofvancouver.us

Staff led Council through a discussion of the Boards and Commissions Discussion.

Comprehensive Plan Update
(Approximately 1 hour and 15 minutes, to immediately follow the previous workshop)

Rebecca Kennedy, Deputy Community Development Director, Meredith Herbst, Planner, rebecca.kennedy@cityofvancouver.us, meredith.herbst@cityofvancouver.us

Staff led Council through a discussion of the Comprehensive Plan Update.

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-12-01-25-2025121007/

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

Council motioned to extend the Comprehensive Plan Update Workshop by adding it into Communications on the Agenda.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to extend the Comprehensive Plan Update Workshop into the Communications section of the agenda.

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*

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public

addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

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

- *Chatham Olive, Vancouver*
- *Jacqueline Marsh, Vancouver*
- *Karen Morrison, Vancouver*
- *Kathy O'Meara-Wyman, Vancouver*
- *Brittini Lasseigne, Vancouver*
- *Janice Ritter, Vancouver*
- *Siobhana McEwen, 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 3 and 7 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-2, 4-6, and 8 on the Consent Agenda.

Council discussed updating the 2026 Council calendar.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to update the calendar to have a community forum at the end of every scheduled meeting.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to update the calendar to include a quarterly community forum offsite with the allowance of Workshops prior as necessary.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve an update to the mid-year break to July 6, 2026.

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

1. Construction Acceptance and Release of Retainage — 2025 Rose Village Curb Ramps Project – ITB: 25-13

Staff Report: 233-25

Request: On Monday, December 1, 2025, accept the 2025 Rose Village Curb Ramps project as constructed by NW Construction General Contractors Inc., of Battle Ground, Washington, and authorize the release of retainage, subject to receipt of all documentation required by law.

Ryan Knox, Senior Civil Engineer, ryan.knox@cityofvancouver.us

Motion approved the request.

2. Award of Job Order Contracting (JOC) Services for General Construction Contracts

Staff Report: 234-25

Request: On Monday, December 1, 2025, authorize the City Manager, or designee, to execute two (2) JOC Services for General Construction contracts with Halbert Construction Services LLC of Vancouver, WA, and SDB Contracting Services of Hillsboro, OR, as they are the two highest scored proposers. Each contract will have an initial period of two (2) years with the option to renew for one (1) additional year and a not-to- exceed value of $3,000,000 per year. Also, authorize the City Manager, or designee, to amend these contracts as needed and to amend the value up to 10% of the not-to-exceed value for the life of the contract.

Anna Vogel, Procurement Manager, anna.vogel@cityofvancouver.us

Motion approved the request.

3. Approval of 2026 City Council Meeting Schedule

Staff Report: 235-25

Request: On Monday, December 1, 2025:

1. Hold in abeyance the requirements of City Council Policy 100-32, section 5.1., Meeting Schedule, pending the conclusion of the construction of City Council chambers.

2. Approve either Option 1 or Option 2 for the 2026 annual Vancouver City Council meeting schedule and return with any necessary updates, if needed, to policy 100-32, section 10.11, Community Forum, at a later date.

Lisa Brandl, Deputy City Manager, Tatyana Willburn, Executive Assistant to the City Manager and Administrative Supervisor, lisa.brandl@cityofvancouver.us, tatyana.willburn@cityofvancouver.us

Motion approved the request.

4. 2026 Public, Educational and Government (PEG) Grant Awards

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental ("PEG") capital contribution funds to The Vancouver Educational Telecommunications Consortium ("TV ETC") and Clark Vancouver Television ("CVTV") respectively, the designated educational and government access providers for the City of Vancouver.

Staff Report: 236-25

Request: On Monday, December 1, 2025, adopt a resolution, under the terms of the interlocal agreement between the City of Vancouver and Clark County, awarding PEG Capital Support Funds of $338,350.12 to TV ETC and $225,688 to CVTV.

Kerry Peck, Administrative Assistant, Kerry.Peck@cityofvancouver.us

Motion adopted Resolution M-4358 to approve the request.

5. Approval of Vancouver Housing Authority Bond for Battle Ground Portfolio

A RESOLUTION providing approval, solely for purposes of section 147(f) of the Internal Revenue Code, of the issuance of revenue obligations by the Housing Authority of the City of Vancouver in the principal amount of not to exceed $20,500,000, to finance the acquisition, construction and/or renovation of three multifamily housing projects to provide housing for low-income persons.

Staff Report: 237-25

Request: On Monday, December 1, 2025, finalize and approve the resolution indicating the City's approval of the issuance of the bond for the project.

Samantha Whitley, Housing Programs Manager, Kimberly Kerlee, Senior Support Specialist, samantha.whitley@cityofvancouver.us, kimberly.kerlee@cityofvancouver.us

Motion adopted Resolution M-4359 to approve the request.

6. Vancouver Municipal Code Title 14 Updates

AN ORDINANCE relating to water, sewer and surface water utility miscellaneous fees and regulations, amending chapters 14.04, 14.08, 14.09, and 14.16 of the Vancouver Municipal Code (VMC); providing for savings, severability and an effective date.

Staff Report: 238-25

Request: On Monday, December 1, 2025, advance the ordinance amending Title 14 of the Vancouver Municipal Code on first reading, setting the date for the second reading and public hearing for December 8, 2025.

Chris Malone, Public Works Finance and Asset Manager, chris.malone@cityofvancouver.us

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

Motion approved the request.

7. 2026 Model Business and Occupation Tax Ordinance Update

AN ORDINANCE relating to Chapter 5.03 of the Vancouver Municipal Code (VMC), Business and Occupation Tax, amending VMC 5.03.030; and providing for severability, referendum, and an effective date.

Staff Report: 239-25

Request: On Monday, December 1, 2025, approve the ordinance on first reading, setting the date of second reading and public hearing for December 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.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for December 1, 2025.

Motion approved claim vouchers in the amount of $20,945,754.70.

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. Continued Resolution Allowing Housing Related Comprehensive Plan and Zoning Map and Text Changes

A RESOLUTION relating to the continued temporary suspension of Comprehensive Plan and zoning code map and text change proposals under Vancouver Municipal Code Chapter 20.285, except those related to housing production.

Staff Report: 240-25

Request: On Monday, December 1, 2025, approve the attached updated resolution continuing to limit Comprehensive Plan and zoning code map and text changes, except those related to housing production, until completion of the periodic update of the Comprehensive Plan and zoning code.

Bryan Snodgrass, Principal Planner,
bryan.snodgrass@cityofvancouver.us

Bryan Snodgrass, Principal Planner, provided an overview of the Continued Resolution Allowing Housing Related Comprehensive Plan and Zoning Map and Text Changes.

Council discussed the item briefly with staff.

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

- *Anastasiya Kozlovska, Vancouver*
- *Jason Cromer, Vancouver*
- *Bruce Barnes, Vancouver*

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

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 6, No: 1, Abstaining: 0, to approve Resolution M-4360. Councilmember Perez voted No.

Communications

A. From the Council

Council discussed the C-tran Composition Board plan. Council motioned to move forward with the C-Tran Board Composition Plan as a 4-3-2 plan without stipulations.

Motion by Councilmember Harless, seconded by Councilmember Paulsen, and Yes: 6, No: 1, Abstaining: 0, to approve the Council asking C-Tran Board to approve the 4-3-2 plan without stipulations. Councilmember Hansen voted No.

B. From the Mayor

C. From the City Manager

58th Street Rezone Re-Application

Bryan Snodgrass, Principal Planner, discussed the 58th Street Rezone Re-Application.

Comprehensive Plan Update - Continued

Rebecca Kennedy, Deputy Community Development Director, discussed the Comprehensive Plan Update - Continued.

Adjournment

9:43 p.m.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

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

From: Abby Hollopeter
To: City Council
Subject: Written Comments for 12/1 Council Meeting Attached
Date: Monday, December 1, 2025 9:06:00 AM
Attachments: City Council 12_1 Written Comment_OWI Education Services.pdf

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

Hello!

Written comments for today's (Monday December 1st) council meeting are attached! Thank you.

Abby Hollopeter (she/her)
Community Engagement Coordinator
Odyssey World International Education Services
[redacted]
www.odysseyworld.org

Odyssey World
International Education Services

www.odysseyworld.org
[redacted]

Dear Vancouver City Council,

Odyssey World International Education Services, a Black women–led nonprofit in Vancouver advancing social, racial, and economic justice, **strongly supports** the priorities outlined in the Preferred Alternative Map developed by City Planning Staff.

This spring, we engaged over 50 community members in discussions about the Comprehensive Plan to ensure our understanding of community priorities. What we heard echoed what we see every day: Vancouver residents need better access to affordable housing, reliable transportation, good jobs, essential services, and pathways to homeownership. These cornerstones of a thriving life remain out of reach for many, especially the BIPOC and underrepresented communities we serve.

Equity means ensuring that all types of residents—homeowners, renters, and income-restricted renters—have access to housing in every neighborhood, not only along major corridors. Thoughtful growth planning creates a city that genuinely welcomes everyone. Expanding housing and jobs, together with access to grocery stores, childcare, and healthcare, strengthens an inclusive and resilient Vancouver. Because every neighborhood will need to evolve to meet the city's housing and job targets, we believe that areas well served by schools, parks, healthcare, transit, and other essential services are especially appropriate for this growth.

Finally, equity includes access to quality jobs that support families, such as those in manufacturing and production that do not require advanced degrees. A land use plan that creates space for these opportunities will help Vancouver remain a place of prosperity and upward mobility.

Thank you for your commitment to building a more equitable and inclusive Vancouver.

Sincerely,

Odyssey World International Education Services

December 1, 2025
Odyssey World International Education Services

From: Shae Whelchel
To: City Council
Subject: 58th Street Rezone
Date: Monday, December 1, 2025 9:27:48 AM

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

To The City Council Regarding 58th St Rezone:

I'm writing as a Walnut Grove neighbor near the 58th St properties in question for rezone. We implore you to consider that just this August, 2025, the City Council had a thorough discussion addressing a density of 77 units and five stories, and has rejected this density 6:1.

On December 1st, you will be presented with another proposal, for R-35. **If approved without a Development Agreement, R-35 would still allow 70 units and the same five stories that were of concern for the Council, our Walnut Grove Association, and our neighbors of Walnut Grove.** The 70 units comes from a Transit Overlay Bonus which allows 125% capacity over what a zone already permits, and Applicant has utilized this option to its fullest extent recently.

I ask that the Council hold a workshop to discuss a Development Agreement in collaboration with the City Council, Walnut Grove Association, and Applicant, to ensure accountability and avoid approval of a density just 7 units short of what was already rejected, and similar height.

In brief, please instate and ensure that the Development Agreement includes requirements to adhere to no more than a three story building, and no more than 54 units, as well as include protections against flooding, septic tank control, proper stormwater and sewage management to a nearby Stormwater Facility, and preservation of historic evergreen trees, maintaining location away from single family homes.

A workshop is necessary to discuss and collaborate on this further. **Please hold a workshop to discuss this complex issue, and my fellow Walnut Grove residents will be in attendance to collaborate and listen.** If such a Development Agreement cannot be implemented, please reject R-35 for the same reasons R-50 was rejected: incompatibility with pedestrian connections and height concerns.

Thank you for your time and passion in allowing our neighborhood's input in this major, landscape-changing project. This development will set precedent for similar projects under the Our Vancouver Comprehensive Plan and warrants additional discussion to address a list of unanswered questions—including some posed by the Planning Commission on 11/18.

Sincerely,

Shae J. Whelchel & Dr. Aaron D. Whelchel

From: Andy Wright
To: City Council
Subject: Andy & Tami Wright (4510 Dubois Dr Vancouver WA)
Date: Sunday, November 30, 2025 5:46:24 PM
Attachments: image882512.png
image186225.png
image461955.png
image922744.png
image200433.png
image363984.png

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

Hi City of Vancouver,

I'm writing to you as I've lived in this neighborhood for over 12 years, and my wife grew up here with her family for 20 years.

The idea of putting multi-family housing and more density in this neighborhood (ADU's) is concerning to me for a variety of reasons.

- You're making the neighborhood less desirable for families that bought into this area for the privacy and aesthetics
- You're going to congest the area with more cars on the streets
- You're going to have families move out of this area if you try to pack multiple homes on 1 tax lot

I strongly oppose this measure and the idea of crowding our area with more housing to make more money.

Andy and Tami Wright
360 903 0807

Andy Wright
SENIOR MORTGAGE BANKER | NMLS 112439
LICENSED TO ORIGINATE MORTGAGE LOANS IN OR/WA/CA/ID/FL
C: [redacted] | O: [redacted] | http://www.go-summit.com/
Vancouver: [redacted], Vancouver, 98684
Portland: [redacted], Portland, 97239
APPLY NOW MEET THE TEAM LEAVE A REVIEW
Heather Unruh | Licensed Transaction Coordinator | 360.433.0189 | NMLS 1000054 | heatheru@go-summit.com
Jill Martini | Processing Manager | 503.528.4741 | NMLS 1119107 | jillm@go-summit.com
Summit Mortgage Corporation • NMLS 3236 • Equal Housing Opportunity

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From: joi kilby
To: City Council
Subject: Christmas Markets Around the World - Can We Add Vancouver?
Date: Sunday, November 30, 2025 9:55:33 AM

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

I love the south waterfront area in Vancouver. I think there is an opportunity for the city to build something even truly greater. Christmas Markets create mass tourism for many locations in Europe from mid to late November up until epiphany (January 6th). Even cruise ships go to many of these destinations specifically for them. My mom is too old to travel, but she was recently questioning why Vancouver doesn't have something similar. I looked on LoopNet and noticed there is a large property available right next to the port. I see a fantastic opportunity for Vancouver, so I wanted to pass the idea along of the city creating a large Christmas Market there. This could create a huge economy boost for the city through tourism. Can you imagine? I can. If I had the resources, I would look into it myself as an investment. If it was done properly, think of how much fun it would be for the people who live in Vancouver, Washington, to go visit every year as a traditional outing with it being so close to the city. If it is made in a grand way, I think everyone would come from all over, filling up hotels and creating many new business opportunities. I have no idea about cruise ship logistics, but I envision something that could become world renowned within 20 years.

NW Old Lower River Road, Vancouver, WA 98660 - Port of Vancouver Area Industrial Land
loopnet.com

Thank you for letting me pitch this idea to you. And if you love it too, let me know. I was recently laid off from Wells Fargo as a Compliance Officer. My skills are somewhat limited, but I have some time now and would be willing to help anyway I can.

Thanks,
Joi

Sent from my iPhone

From: Emily Pelts
To: City Council
Subject: City Council Meeting 12/1 - Comprehensive Plan
Date: Monday, December 1, 2025 9:37:07 AM

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

Greetings City Council,

I'm writing today to urge the City Council to utilize the Comprehensive Plan as an opportunity to develop and support municipal codes that will encourage action, rather than relying on commercial property owners to make changes at their own initiative. Non-conforming commercial property owners that continue to operate and take on new leases for prohibited business uses under new zoning that is meant to address identified needs and gaps in our communities have little incentive to change. This is evident in Hudson's Bay neighborhood, where there are three auto repair businesses (one a motorcycle repair business abutting multiple residential lots) within a half mile of each other, despite current zoning regulations stating that these are either conditional or outright prohibited. These commercial properties occupy valuable real estate that could be better developed for housing or commercial uses more suited to a neighborhood with small, closely packed lots. Yet, limited by lot size and stricter commercial uses in the current Evergreen and Grand Overlay District, these non-conforming commercial property owners enjoy the freedom to stay the same while leasing to and profiting from uses that are currently prohibited. The neighborhood has benefited very little from the current Evergreen & Grand overlay district, primarily due to a lack of incentives and zoning compliance requirements, yet commercial property owners have benefited significantly from the protection of their non-conforming statuses. **New codes developed as part of the Comprehensive Plan can help close this loophole and accelerate appropriate, goal-oriented development.**

When the new zoning is approved via the Comprehensive Plan, I'm advocating for **two things**:

First, thoughtful discernment is required in the development of **commercial codes that focus on compatibility and symbiotic integration with the surrounding neighborhood**. This involves utilizing lot size, setback, and off-site impact mitigation requirements (among others) that determine what commercial uses can feasibly exist on a specific parcel. I support the up-zoning of our city, but that doesn't mean it should be done without thorough discernment to maintain livability. As many other residents who support this upzoning have mentioned, the noise in our city, such as from motorcycles and modified exhaust vehicles, poses a health hazard. Bringing more residents to the city without careful planning is irresponsible at best and harmful to health at worst.

Secondly, I'm requesting provisions that would **require non-conforming properties to conform to current zoning requirements and land uses**. Without a push, many of these property owners won't comply until a developer buys the property - how long will that take, and can we afford to wait that long? Based on all that has been discussed as part of this Comprehensive Plan development, we need this new zoning, and we need it now. Why give these commercial property owners the ability to sit back and be part of the problem? They don't have a vested right to their non-conforming status, and it allows them to be complacent and maintain the status quo. Drive through Hudson's Bay and see for yourself. Why does this neighborhood have 3 auto repair businesses instead of higher-density residential along the arterials or a wider variety of services - because no one is making them change.

I appreciate your consideration, thank you.
Emily

From: James Wu
To: City Council
Subject: Comment for council meeting 12/1
Date: Monday, December 1, 2025 8:58:19 AM

Hello,

My name is James and I own property in Hazel Dell.

I believe that there is no real reason to separate out the residential/mixed user neighborhoods. Mixing both residences and businesses is actually the preferred way in many successful cities around the world, and there is no reason for Vancouver to be different. Instead, I would suggest combining mixed-use neighborhood with low/medium density housing: allowing buildings up to 8 stories tall (without limiting the minimum), in all low-medium-mixed density zones. However if this proves to be too unrealistic for whatever reasons, then upzoning in general is always a good idea.

--
James Wu, IT Consultant
[redacted]
linkedin.com/in/jameswu83

From: Dennis A Noonan
To: City Council
Cc: Planning Commission; duboispark@gmail.com
Subject: Comprehensive Plan
Date: Sunday, November 30, 2025 4:08:22 PM

Some people who received this message don't often get email from [redacted]. Learn why this is important

Date: November 30, 2025
To: The Vancouver City Council
From: Dennis and Cathie Noonan
Re: Comprehensive Plan/ DuBois Park Neighborhood

My wife and I are long-term residents of DuBois Park Neighborhood. We moved here with our young family in July of 1976 and have resided here for the last 49 years. The neighborhood is delightful with great neighbors and beautiful homes. In recent years we have seen new residents as people sell their homes. It is nice to see young families often with children as we again hear the voices of children at play. The neighborhood is great for walking with residents walking with children in strollers as well as walkers with dogs. The traffic is minimal making safe walking possible.

We are concerned about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council. I consider pending actions to drastically change the zoning of the neighborhood. I am very disappointed this has been sprung on us especially within the context of The Heights District Development Plan revealed in recent years. The Comprehensive Plan linked with The Heights District Development Plan now reveals the apparent attempt of The City Council to turn our neighborhood into high density development. It appears this will open the door to developers and irretrievably change our neighborhood as we now know it. The assurances we received from city officials in meetings regarding The Heights District Development Plan now seem misleading. During those meetings residents from neighborhoods like ours surrounding the project expressed concerns regarding traffic, parking and other potential negative impacts now appear to be valid. If we had been aware of the direction of the Comprehensive Plan, those objections would have likely taken a broader context.

We want our neighborhoods to retain property values and not be targets of developers. We also wish our neighborhood to continue to be safe for walking and children at play with the current minimal on-street parking and lack of traffic congestion. It appears the draft Comprehensive Plan as written will materially decrease the quality of life in our neighborhood.

I understand the focus of the new zoning code and the broad context within the city;

however, it feels like the intent of generating new higher density housing is primarily focused in neighborhoods surrounding The Heights District Development Plan. It would seem the goals and requirements of the new zoning code could be more equally distributed across the city versus concentrated in what appears to be one particular geographic area.

I understand the Comprehensive Plan has not been finalized, and I respectfully request The Vancouver City Council listen to and address the concerns of residents of neighborhoods around The Heights District Development Plan. When there are differing opinions between parties, it always is good to attempt to "put you into the shoes of the other party." It is my plea The Council does this and modifies the draft Comprehensive Plan as currently written to address our concerns.

Thank you.

From: Cody Meyer
To: City Council
Subject: Concern about Dubois Park Discussed Zoning Changes
Date: Wednesday, November 26, 2025 1:31:30 PM

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

Dear City Council,

I am writing to you today as a 9 year resident of the DuBois Park neighborhood to express my serious concerns regarding the recent modifications to the proposed Comprehensive Plan, specifically those directed by the City Council.

I understand that these modifications involve upzoning existing single-family lots within the DuBois Park neighborhood. This significant change, as I understand it, was made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure" like DuBois Park. This would allow for higher-density development, including taller homes and more housing units per lot.

I would appreciate it if you could share information regarding alternative approaches the Planning Commission and City Council have considered concerning zoning and upzoning for Vancouver's neighborhoods. I am also interested in understanding the timeline and timing of any proposed implementation for these changes.

While I recognize the crucial need to increase the housing supply in Vancouver, I am deeply concerned that this significant upzoning will fundamentally alter the character of many residential neighborhoods, including DuBois Park. These neighborhoods are valued by families and individuals for recreation, exercise, family strolls, and by employees of nearby businesses. I am particularly concerned about the potential impact on:

- Traffic congestion: Increased density will likely lead to a significant rise in vehicle traffic.
- On-street parking: More housing units will exacerbate existing parking challenges.
- Pedestrian safety: With many families with young children, employees walking during breaks, older pedestrians, and playgroups using the neighborhood, increased traffic and density pose a serious safety risk.
- Higher-density development: The introduction of taller buildings or more housing units per lot will change the aesthetic and feel of the neighborhood.
- Tree canopy: Increased development often results in a reduction of the vital tree canopy.
- Property values: These changes could have an unforeseen impact on the property values of existing homes.

Thank you for your time and consideration of these important issues. I would welcome further opportunities to share my concerns with you and discuss potential solutions. Please feel free to reach out to me.

--

[redacted]

From: Aaron Angelo
To: Planning Commission; City Council
Cc: Molly Angelo
Subject: CONCERNS - Zoning Changes Affecting DuBois Park Neighborhood
Date: Monday, December 1, 2025 10:39:51 AM

You don't often get email from aaron@angelodevelopment.com. Learn why this is important

I am a long time resident of the DuBois Park neighborhood. We purchased our home from my great uncle Al Angelo....who build and developed the neighborhood in early 1950's.
I am concerned about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council.
These modifications upzone existing single-family lots in the DuBois Park neighborhood. I understand this significant change was made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure"— (such as DuBois Park and other neighborhoods across Vancouver) in order to allow for higher density development, including taller homes and more housing units per lot.

I would appreciate you sharing alternative approaches which the Planning Commission and City Council have considered re: zoning and upzoning for Vancouver's neighborhoods, the timeline, and timing of any proposed implementation.
I recognize the need to increase the housing supply in Vancouver. I am also concerned that this significant upzoning change will fundamentally change the character of many residential neighborhoods used by families and individuals for recreation, exercise, family strolls, employees of nearby businesses and more. It will impact

- traffic congestion
- on-street parking
- pedestrian safety -- for the neighborhood's many families with young children, employees of near-by businesses who routinely walk the neighborhood during lunch/breaks/walk-and-talk meetings, older pedestrians, playgroups that regularly meet at the park, etc.
- higher-density development including taller buildings or more housing units per lot
- tree canopy
- property value

Thank you in advance for your sincere / thoughtful consideration.

Aaron Angelo
[redacted]

From: Linda Angelo
To: City Council
Subject: Concerns about Dubois Park Neighborhood zoning
Date: Sunday, November 30, 2025 11:24:20 AM

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

Corky and Linda Angelo chose to live in our wonderful neighborhood " Braewood". We had 4 homes here in the last 25 years . The following addresses were our homes
323 Pasadena
310 Pasadena
5001 DuBois
5111 DuBois (our current home)
This special neighborhood has activities where we share the neighborhood park with our neighbors just for picnics, celebrate Birthdays, playing on the playground equipment and just feeling safe and happy !

Please reconsider letting this special neighborhood become multi family structures.

Thank you for your time and let the people that live in this wonderful continue !

Linda Angelo
Sent from my iPhone

From: mindy cleeland
Subject: Deeply concerned about Upzoning change
Date: Sunday, November 30, 2025 12:04:21 PM

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

To whom it may concern,

We are ten year residents of the Evergreen Highlands neighborhood on Buena Vista Dr.
We are concerned about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council.

These modifications upzone existing single-family lots in the DuBois Park neighborhood. We now know that this significant change was made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure"— (such as DuBois Park and other neighborhoods across Vancouver) in order to allow for higher density development, including taller homes and more housing units per lot.

We would appreciate you sharing alternative approaches which the Planning Commission and City Council have considered re: zoning and upzoning for Vancouver's neighborhoods, the timeline, and timing of any proposed implementation.

We can acknowledge the need to increase the housing supply in Vancouver, but we are deeply concerned that this significant upzoning change will fundamentally change the character of our tight nit and quiet, residential neighborhood used daily, by me and my family. We purposely chose this neighborhood because of it safe and wide streets with tons of trees, quiet energy and neighbors who put time and energy into keeping their homes for long periods of time.

It will negatively impact traffic congestion, the speed of cars cutting through our neighborhood to get to HWY 14, on street parking, pedestrian safety, architectural character of our neighborhood, bring in temporary residents who will not be invested in taking care of their rented property, the beautiful trees that make our neighborhood so vibrant and most importantly our property value.

Thank you and we would welcome further opportunities to share my concerns with you. Feel free to reach out.

Sincerely,
Mindy and Cameron Cleeland
[redacted].
Vancouver, WA
98661
[redacted]

From: Greg Schmitt
To: Planning Commission; City Council
Subject: Dubois Park Neighborhood zoning changes.
Date: Sunday, November 30, 2025 5:10:29 PM

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

I suppose frustration is the word I would use to describe the proposed re-zoning of the DuBois neighborhood. The planning commission and the city council are disrespecting the long term residents of the wonderful neighborhoods of Dubois Park and the surrounding area. Yes, they are larger lot sizes and private, that is why in part, we purchased them, most of us decades ago. Local residents, and working people actually safely walk and bike these streets and enjoy the peace and quiet of an older neighborhood. That is a quality The City should embrace and hold up, not eliminate. The decision to rezone would disrupt the enjoyment and add considerable traffic, pedestrian risk, congestion and parking issues to DuBois and the surrounding neighborhoods. Adding housing units for the sake of adding housing units needs more thought than this approach. My frustration is doubled when you consider the Heights project's 1800 potential new housing units with the same list of issues described earlier. I would add there would be nothing affordable about housing in this area and Vancouver itself is not an inexpensive place to live. Planning commission and city council members should take the 15 minutes to make the walking loop around this wonderful neighborhood and enjoy the old growth fir and maple trees, the eagles nest, the homes, lack of congestion, and the peace all of that brings. Dubois is a real neighborhood and that is rare in Vancouver and deserves that designation without a rezone.

From: tymereps@aol.com
To: City Council
Subject: DuBois Park Zoning Change
Date: Monday, December 1, 2025 6:48:26 AM
Attachments: DuBois Park Zoning Changes.docx

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

City council of Vancouver
Please see the attached letter regarding the proposed zoning changes to the Dubois Park neighborhood.
Thank You
Tom Tymer

To: Vancouver City Council

Vancouver Planning Commission

From: Tom Tymer

[redacted]

Vancouver, WA 98661

Subject: Zoning changes affecting DuBois Park Neighborhood.

My name is Tom Tymer and I am 74 years old and currently living in the Dubois Park Neighborhood which I love as it is.

I first lived in this neighborhood when my parents were one of the first to build a house here in the 1960's and the roads were still gravel.

This neighborhood is special to me and I am adamantly opposed to changing the zoning from low-density single family homes.

The neighborhood is completely built out with this zoning and I don't see any advantage to changing it where you would have multiple structures on lots which are not large enough to accommodate them as well as taller buildings which make no sense.

All we would have is a mish mash of different structures which would lead to more congestion, parking issues and would destroy the unique neighborhood which we have.

The heights redevelopment project is already going forward with enough high density housing to fill the needs of this area.

Thank you for your time and please consider the feelings of those who are invested in this area and want it to stay as it is.

Tom Tymer

From: Greg Chaimov
To: City Council
Subject: Our Vancouver - Preferred Alternative Comments
Date: Friday, November 28, 2025 2:55:33 PM

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

Madam Mayor and Councilors:

Thank you for the opportunity to comment on the proposed preferred alternative for the 2045 plan.

Although I have the honor of serving as the chair of the city's Salary Review Commission, I am writing just as a resident of the city.

There are problems in two areas of the preferred alternative that warrant additional communication with residents and then revising the alternative: process and environment.

Process

There is a significant risk the city has misled residents about the contents of the preferred alternative and, as a result, prevented the city from receiving residents' views.

The city did a good job of explaining the draft alternatives to residents. The preferred alternative, however, differs from both draft alternatives in major ways and the city has not communicated those new elements to residents.

A resident could learn about the new elements in the preferred alternative by watching a staff presentation to city leaders, but communications from the city likely deterred residents from making the effort.

Through Be Heard Vancouver, the city told residents the city would "combine the different land use alternative maps into one final land use map"—in other words, the preferred alternative would contain elements of each of the two draft alternatives, not new elements. As a result, residents are likely not expecting new elements on which they should be looking to comment.

The city would likely enjoy greater acceptance of the Our Vancouver 2045 effort if the city made a specific effort to inform residents of the new elements in the preferred alternative and then accepted comments on those elements.

Environment

A major new element in the preferred alternative is the ringing of city parks with medium scale neighborhoods.

The city should instead consider the attributes of individual parks before planning medium scale neighborhoods adjacent to them.

Residents in multifamily structures certainly deserve access to parks and canopy; however,

that access should not result in disadvantages to the assets access provides.

A particularly attractive feature of the city's neighborhoods is the small parks in the interiors of neighborhoods. The park is a safe and quiet place for families to gather and children to play because, being in the interior of the neighborhood, there is less traffic than in other parts. Permitting four-story multifamily buildings and associated businesses adjacent to interior parks will increase traffic in the area of the parks and, therefore, decrease the safety and enjoyment of park users.

The blanket designation of property adjacent to parks for medium scale neighborhood also fails to account for the location and environment of a park. Designating property adjacent to a park as medium scale neighborhood may be appropriate where, for example, a street opens onto to a traffic corridor as is the case for the block of Idaho Street adjacent to Sam Brown Park. On the other hand, four-story structures surrounding Columbia-Lancaster Park would give the park the feeling of a closed-in courtyard rather than of a park.

Thank you for your consideration.

Greg Chaimov
[redacted]

From: Jan Schmitt
To: City Council
Subject: Proposed zoning changes to DuBois Park neighborhood
Date: Sunday, November 30, 2025 3:22:55 PM

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

To the City of Vancouver Council:

I am a long-term resident of the DuBois Park neighborhood, and I am concerned about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council. These modifications upzone existing single-family lots in the DuBois Park neighborhood. I understand this significant change was made following the City Council's recent review, where the plan was modified

to “focus growth in areas with existing infrastructure”— such as DuBois Park and other neighborhoods across Vancouver - in order to allow for higher density development, including taller homes and more housing units per lot.

I would appreciate you sharing alternative approaches which the Planning Commission and City Council have considered re: zoning and upzoning for Vancouver’s neighborhoods, the timeline, and timing of any proposed implementation.

I recognize the need to increase the housing supply in Vancouver. I am also concerned that this significant upzoning change will completely change the character and safety of many residential neighborhoods used by families and individuals for recreation, exercise, getting to the bus stop, riding a bike to work, and employees of nearby businesses. It will critically impact traffic congestion and safety of pedestrians, young children walking to school and to parks, on-street parking, older pedestrians, tree canopy and property value, to name a few.

I would welcome further opportunities to share my concerns with you. Feel free to reach out.

Thank you.

Jan Schmitt
[redacted]
Vancouver, WA 98661

Jan Schmitt

From: Kat Stein
To: City Council
Subject: Public Comment: support for Vancouver"s preferred land use map & comprehensive plan
Date: Monday, December 1, 2025 11:16:50 AM

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

Dear Councilmembers,

As a small business owner and an active member of our community, I care deeply about ensuring that everyone in Vancouver has the opportunity to thrive. Every day, I see how access to reliable transit and affordable housing directly affects people's lives and their ability to participate in our local economy.

Several of my part-time staff members rely on C-Tran to get to work, and they must live near bus lines to make commuting possible. This isn't unique to my employees - about 30% of Vancouver residents do not own cars, and transit access is essential for their mobility, employment, and independence. Everyone in our community deserves safe, dependable, and accessible transportation options.

Housing access is just as critical. Vancouver's population doubled from 2010 to 2020, yet our housing supply has not kept pace, leaving many residents without equitable options. My own sister is moving back in with our parents, and she is far from alone; 12% of adults ages 25–35 in Vancouver now live with their parents because they cannot afford housing of their own. I am deeply involved in this community, and even I struggle to afford rental prices here - buying a home is nowhere in sight for my family. Homeownership is one of the strongest tools for building generational wealth, but for many people my age, this opportunity feels out of reach.

This is why I strongly support the new preferred land use map and Vancouver's updated Comprehensive Plan draft. These zoning updates offer a forward-thinking, inclusive approach that will expand housing options, improve transit accessibility, and create a more prosperous future for everyone who lives and works here.

I urge the City Council to adopt the new map, as well as the full Comprehensive Plan. Our community needs these changes, and I believe they will help Vancouver continue to grow in a way that supports all residents and all neighborhoods - not just a few.

Thank you for your consideration and for your service to our city.

Sincerely,

Kat Stein (she/her)
Co-owner, Dandelion Teahouse

[redacted]
Shop Dandelion Teahouse and Apothecary

From: City of Vancouver, WA
To: City Council
Subject: Submission: Contact City Council
Date: Monday, December 1, 2025 10:39:06 AM

Contact the City Council

Name

MARK MASCIAROTTE

Email

[redacted]

Phone

[redacted]

Address

[redacted]
VANCOUVER 98661-6039
United States
Map It

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

All the Council

Message

Dear Mayor and City Councilors,

I am writing in regard to the most recent zoning changes put forth in the preferred alternative that was announced last week. Under normal circumstances, I would memorialize the following comments by attending the Council meeting this evening and speaking on the record, but, unfortunately, I am out of the state for several months.

Having attended staff presentations and workshops, I became familiar with the various alternatives and provided comments to staff (see attachment).

As I reviewed the preferred alternative, I was pleased to see that the mixed use areas designated for Harney Heights, Southcliff, and Dubois Park have been eliminated. Nevertheless, the preferred alternative contains medium scale areas along Mill Plain and MacArthur Boulevards that, I believe, should revert to their current zoning.

As anyone who is familiar with the neighborhoods can attest, any change from single-family housing will change the historic and architectural integrity of these—and other—neighborhoods, affecting property values and livability. In addition, there is a very high probability that such a zoning change will create parking problems, will increase surface water runoff and, perhaps most important, will increase demand on such services as water and power at a time when the city and its residents have been trying to

conserve resources.

I believe that changing neighborhoods in an attempt to adhere to arbitrary state mandates will have a deleterious effect on the very attributes that have attracted residents to buy property and make Vancouver their home. We can do better. We can create a plan that makes better use of under- or undeveloped commercial and residential land. We can preserve our tree canopy. We can work together to ensure that new projects, like the one at the Tower Mall site, complement our existing built environment.

Thank you for your attention.

Mark Masciarotte

File

- Comp-plan-2045-comments-mtm.pdf

Comments on the Vancouver 2045 DEIS

Mark Masciarotte
[redacted]
Vancouver, WA 98661
[redacted]

28 August 2025

GENERAL COMMENTS: Over the nearly thirty years that my family and I have lived in Vancouver, I participated in an advisory capacity on several public projects, some of which included the Columbia Crossing project, and the advisory group that centered around the upgrading of Vancouver's public transportation system. I mention this only to demonstrate that I am concerned about the future of Vancouver for not only my wife and me, but for future generations as well.

I am quite sure that planning staff believes that the timeline that is described in the section on Scoping Process that begins on page 7 is generous. I disagree, and, I should add, so do a number of my neighbors and friends who reside in the city. My wife and I consider ourselves to be relatively well-informed, but we were quite surprised to learn of this project less than a month ago from acquaintances who live in an adjoining neighborhood. Indeed, had it not been for that conversation, we would not have know about the workshops that were just held.

The reason for this, in my opinion, is that time and time again the city's outreach relies more often on electronic means than on printed materials that are delivered to residents and property owners by mail. I perfectly understand the economics, but the electronic process leaves out a large number of individuals who have a stake in the city's future. That said, once someone is on the email list, communications are much better ..... provided that an individual has email access, and, equally important, the time to process the large volume of information that must be researched and digested to make an informed decision. I suggest that the timeline for comments be extended for at least two months and that a mailing program be instituted as soon as possible to inform and guide residents. More workshops would be a great help if staff wants to really engage residents.

I realize that state mandates are driving much of what city planners are trying to accommodate, but we must be constantly mindful of the real capacity for growth that exists within the city's boundaries. Estimates must be carefully—and conservatively—calculated. I believe the worst mistake communities can make is to constantly plan for a level of growth that the taxpayer and the physical geographic boundaries cannot sustain. Otherwise, the tendency to build to an erroneous perceived capacity might well ruin our city.

In closing, I should also point out that during my long career I have learned all too well that in these types of projects most often suffer from several problems, the most serious being that all of us do not know what we do not know, and that often individuals in all roles forget the consequences of trying to make conditions or solutions better, a word that, to paraphrase Voltaire, is the enemy of good enough.

The comments below relate to the subjects listed in the survey.

ALTERNATIVES: The suggested alternatives are well presented. My only comment on them is that the final preferred alternative should be arrived at by using accurate data and realistic assumptions derived from real-world experience. After all, it will be the taxpayers who will end up paying for all of the services, so be realistic and remain aware that growth must be approached with an open mind and a tight fist on the purse.

LAND AND SHORELINE USE: The existing Comprehensive Plan for the city has many laudable goals, such as "[tailoring] regulations, incentives and investments to facilitate development and community resources near

Mark Masciarotte
[redacted]
Vancouver, WA 98661
[redacted]

28 August 2025

current and future transit stations" and "[incentivizing] and [removing] regulatory barriers to locating grocery stores and neighborhood markets near housing and in underserved neighborhoods." These should be adopted wherever there are areas of residential units that are not served by large grocery stores within reasonable walking distance. Small grocery stores can be located in new high-density mixed-use projects.

Re: outdoor public spaces, it is crucial that Vancouver's public areas remain as they are or be expanded (e.g., designing neighborhood parks into new neighborhoods as they are being renewed). The number of open spaces, parks, and forests are very much a part of why many people choose to live in the city. The proximity to the Columbia River is equally compelling, and careful planning for housing and industry must ensure that the flavor of the city not be tainted in an attempt to find solutions to problems that do not exist. The public must not lose their access to the river, so, again, maintaining or creating public spaces must be accomplished. The redevelopment of the downtown property along the river is a welcome addition, but as has been happening here and elsewhere throughout the nation, this area—like the Pearl District in Portland—has become so gentrified that almost none of the local workforce will be able to afford living there.

HOUSING: My wife and I had a lengthy conversation on this subject with a staffer at the 9 August workshop at City Hall. Having lived in large cities, very small towns, and areas known for outdoor recreation, we have a very good idea of the problems associated with gentrification and the rising costs of housing in all types of communities here and abroad, including those fueled by agriculture and outdoor recreation.

Changing zoning in established neighborhoods to multi-use or higher density is fraught with problems, beginning with the fact that people choose to live where they do for specific reasons, chief among them cost, location, and ambiance. More important, however, is the quality of life that a place offers. In my particular case, when my wife and I began searching for a house, we looked from the Columbia River north to Woodland, east to Hockinson and Washougal and just about everywhere in between. After dozens of trips, we settled on a neighborhood with all of the things we were looking for: a quiet established neighborhood with wide, walkable, meandering streets, proximity to an airport, large trees, and good schools for our then high-school-age daughter. Coming from Florida, where real estate was relatively inexpensive back then, the prices of houses here were somewhat shocking, but we stretched a bit and found the house we still own and love. Under the proposed zoning, our neighborhood has a good change of being adversely affected on a number of levels.

When I look at the published alternatives, I believe that in many cases, these proposed changes are based on erroneous assumptions. As an example, proposed changes on one street of residential housing that has no on-street parking on a bordering arterial street, would require parking be increased on the residential side of the property. This, in turn, would increase the need for on-street parking in the affected neighborhood and would likely reduce the value of any adjoining residences, including those on the opposite side of the street.

Vancouver has been popular for its compact, diverse neighborhoods, many of which can boast of having two and three generations of the same families in residence. Changing the flavor of many of these neighborhoods would be highly unfortunate and, based on history, will do nothing but result in lawsuits and disruption. I believe a better solution would be to take a detailed look at the design of the individual areas to identify, for example, whether a particular neighborhood would benefit from being allowed to build small-scale multi-

Mark Masciarotte
[redacted]
Vancouver, WA 98661
[redacted]

28 August 2025

story structures versus single-story residences or commercial spaces. This should be done with the involvement of property owners, many of whom have a greater knowledge of the neighborhood's history, day-to-day workings and aspirations of its residents.

Vancouver should endeavor to adopt a measure that will demand that new high-density housing have a certain percentage of units reserved for the local workforce. This kind of rule is being instituted in several cities, including Riviera Beach, Florida, where, without safeguards in place, the commercial waterfront redevelopment would have resulted in apartments selling for many millions of dollars (each) on land that, prior to development, was mostly shacks and small, single-story commercial buildings.

Instead, small businesses can be accommodated in multi-use developments, such as the one being planned for the old Tower Mall property. Small businesses can be accommodated on the ground floor with office and/or residential spaces on the two or three floors above. In almost all cases, new projects of this kind should require underground parking to reduce the amount of non-permeable pavement for parking (residential, commercial, customer, etc.) while reducing large quantities of stormwater runoff and allowing more open greenspace and the planting of a greater number of shade trees to reduce heat gain and conserve power consumption in residences and places of business.

The belief that turning a block or two of residential property into mixed use, expecting that residents will gladly give up the flavor of their neighborhood for the convenience of having a small shop across the street, is not valid, especially if, as in the case of the Tower Mall Project, spaces for those kinds of businesses are only a few blocks away—easy walking distance and well within the guidelines of the "20-minute rule"—from neighborhoods bordering Mill Plain, MacArthur and other busy streets. It is a fact that our city needs small businesses, especially if they provide services like tailoring, shoe repair and, other trades that allow residents to save money by not having to replace items that could have a longer service life. These businesses, in theory, would also provide jobs. The key to this is the cost of rent. A tailor or cobbler cannot afford to sign an exorbitant lease, so if these types of businesses are desired, there needs to be some kind of rent control to help sustain them.

To add more affordable housing, increasing the density would be essential. The questions are How? and Where? I suggest that consideration be made to amend the building code to allow high density housing in the form of three to four story apartment buildings to replace the often-vacant parking spaces that rim the parking lots in developed areas like the Vancouver Mall. These kinds of projects could be public/private enterprises that could stimulate increased availability for affordable condominium residences or workforce rentals.

Requiring multi-story parking structures (in addition to underground parking), would reduce the deleterious effects of large expanses of blacktop. There is no question that seismic concerns enter into the calculus, but this is an obstacle that can be overcome and must be for all new construction in the city.

AESTHETICS: A common thread that weaves the various parts of town together is greenspace. In the more established parts of town, large trees and mature plants grace our neighborhoods, our historic areas and our many parks and greenways. And while there are various types of houses and commercial spaces, we must plan

Mark Masciarotte
[redacted]
Vancouver, WA 98661
[redacted]

28 August 2025

for the future by preserving the old while embracing the new. This requires proper review, and by this I mean architectural design review, and specific guidelines that become mandatory for architects, builders and developers. Surroundings and existing structures and public spaces must always be considered when planning for newbuilds. Context is important, because to ignore it would be disastrous.

Historic and Cultural Preservation: Vancouver has a rich history. There are reminders everywhere, and we need to not only preserve them, but remind our current residents and teach our visitors—about what our forebears accomplished. Preservation of the Historic Reserve, Pearson Field, the county historical museum and other important sites should continue and remain untouched, except in such cases as Officer's Row, where interior modernization to allow the structures to help pay for their own maintenance, and Pearson Field, where its status as an enterprise fund allows the facility to operate without taxpayer funding.

TRANSPORTATION: I have commented a bit on this subject in the housing section, because the two are closely related. In addition, I believe that assumptions are being made by staff that are not valid. It appears to me that the assumption is that more and more people will be using the bus system and bicycles to travel around the city. I do not believe that to be correct … yet.
Having grown up in two cities in New England, I grew up using public transportation, support it, and use it to this day. Wherever I travel, I use public transportation as much as possible. Until such time as the bus system has become fully built-out and more accommodating, many residents will choose alternative forms of transportation.

The public transportation system in Vancouver is quite young and quite simplistic in comparison to systems elsewhere. We have no subways, no light rail, and very few feeder lines on our existing bus routes. And although taxis and rideshare companies provide alternatives to the personal automobile, their cost is generally far more expensive than the cost of the same trip by bus.

To increase ridership, interconnectivity between The Vine lines must be expanded to allow bus and light rail users to easier access commercial and residential areas around town. This is crucial for the elderly, the handicapped, and commuters.

Since moving here, I have witnessed a rise in the number of personal cars on the roads. There are at least two reasons for this: First, on the West Coast, perhaps more than elsewhere, people are closely linked to their cars. It is a cultural phenomenon. Second, having not grown up in areas with robust public transportation systems, people in this area are not fans of public transportation. Consistently, resident have voted against light rail in defense of their automobiles. Many, for what I believe to be selfish reasons, still do not want light rail to expand into Vancouver.

Poor decisions based on these and other assumptions will come back to haunt us as we plan for the future. Take, for example, the redesign of some of our streets. Mill Plain Boulevard is a good example of what *might* happen. A number of years ago, a decision was made by the city to remove one traffic lane on each side of MacArthur Boulevard to allow for an expanded bike lane with a safety lane as a buffer. Let's say that a zoning change were to be made to the houses that front Mill Plain, which now has two traffic lanes in each direction.

Mark Masciarotte
[redacted]
Vancouver, WA 98661
[redacted]

28 August 2025

How would the city deal with parking, since there would be no capacity without removing traffic lanes that will be needed to service an increased population?

Noise: I have no problem living with airport noise, river traffic, train and other sounds that result from our close and convenient proximity to services. Construction noise and noise from unmuffled or artificially enhanced automobile exhausts will always be annoying, and we need to be vigilant to ensure that the noise of growth is not ever-present. It is a given that large projects, such as the restarted Columbia bridge project, will be noisy, dirty and long, but construction projects in and around neighborhoods should be closely monitored.

Public Services and Utilities: The requirement for more public services requires a very costly long-term commitment on the part of taxpayers. It is yet another reason that growth boundaries and proper design of higher density structures are important to the process. Any alternative that increases housing of any type must have the ability to show that it will not require an undue increase in city staff (including police, fire and other personnel) that will penalize existing taxpayers.

As to utilities, growth will bring increased demand, and from what I know at the moment, alternatives to what currently exists are few.

EARTH: My greatest concerns are increases in impervious surfaces and any grade changes that would cause erosion or non-point pollution that would affect drinking water sources or the Columbia River. Tangential to this but equally important is degradation to any creeks that run into the Columbia from any activities, including construction.

I am also concerned about losing any open greenspaces or wooded areas, even if they are privately owned. The results of this can easily be seen in Orchards, where, in the last few years, forests and farmland have completely disappeared as housing developments have taken over. In most cases, these houses are single-family structures, and the selling prices appear to be far from what might be considered affordable.

AIR QUALITY, GREENHOUSE GASES, AND CLIMATE: Growth will affect each of these. An increased use of public transportation will mitigate emissions to some degree, but the transportation system must be modernized and expanded to be able to serve all neighborhoods.

WATER: As noted, I am concerned about construction runoff into creeks. I also worry about maintaining or improving the quality of drinking water and about our ability to provide drinking water as the population increases.

PLANTS AND ANIMALS: Again, I must touch on the quality of life represented by many of the neighborhoods in the city. Greenspaces, such as those along Salmon Creek, Burnt Bridge, Blandford Canyon, Vancouver Lake, Columbia Springs, and others provide spaces for wildlife as do neighborhood parks. As previously noted, these spaces are a defining part of Vancouver and should be treasured and properly managed.

Although this relates to the Earth and Aesthetic categories as well, I must make a reference to the preservation of the existing tree canopy that makes Vancouver so inviting. The neighborhood I live in has the

Mark Masciarotte
[redacted]
Vancouver, WA 98661
[redacted]

28 August 2025

second greatest tree canopy of any neighborhood (40 percent, according to a 2021 study). Only Southcliff exceeds this number. The idea of changing the zoning of such neighborhoods to allow for more housing runs counter to the long-term goals for air quality, greenhouse gasses and reducing climate change if the tree canopy is reduced.

From:	Ana From Walnut Grove
To:	City Council
Cc:	Snodgrass, Bryan
Subject:	Testimony and Comment for 58Th St Rezone on 12/1 Update
Date:	Monday, December 1, 2025 11:30:33 AM

To The City Council Regarding 58th St Rezone:

We're writing as Walnut Grove neighbors near the 58th St properties in question for rezone. We implore you to consider that just this August, 2025, the City Council had a thorough discussion addressing a density of 77 units and five stories, and has rejected this density 6:1.

On December 1st, you will be presented with another proposal, for R-35. **If approved without a Development Agreement, R-35 would still allow 70 units and the same five stories that were of concern for the Council, our Walnut Grove Association, and our neighbors of Walnut Grove.** The 70 units comes from a Transit Overlay Bonus which allows 125% capacity over what a zone already permits, and Applicant has utilized this option to its fullest extent recently.

We ask that the Council hold a formal workshop to discuss a Development Agreement in collaboration with the City Council, Walnut Grove Association, and Applicant, to ensure accountability and avoid approval of a density just 7 units short of what was already rejected, and similar height.

In brief, please instate and ensure that the Development Agreement includes requirements to adhere to no more than a three story building, and no more than 54 units, as well as include protections against flooding, septic tank control, proper stormwater and sewage management to a nearby Stormwater Facility, and preservation of historic evergreen trees, maintaining location away from single family homes.

A workshop is necessary to discuss and collaborate on this further. **Please hold a *formal* workshop to discuss this complex issue, and my fellow Walnut Grove residents will be in attendance to collaborate and listen**. If such a Development Agreement cannot be implemented, please reject R-35 for the same reasons R-50 was rejected: incompatibility with pedestrian connections and height concerns.

Thank you for your time and passion in allowing our neighborhood's input in this major, landscape-changing project. This development will set precedent for similar projects under the Our Vancouver Comprehensive Plan and warrants additional discussion to address a list of unanswered questions—including some posed by the Planning Commission on 11/18.

Co-Signed,

Ana Kozlovska

Inna Kozlovska

Volodymyr Kozlovskyy

Dave Gardiner

Deborah Petrie

Charles Brasher

Melissa Nelson

Trudy Sasseen

David Sasseen

Chris Cochran

From: RICK GALES
To: anne.mcenerny-ogle@cityofvancouver.us; City Council; Planning Commission
Subject: Thoughts on Our Vancouver Comprehensive Plan 2045
Date: Monday, December 1, 2025 10:05:26 AM

Some people who received this message don't often get email from [redacted]. Learn why this is important

Dear Mayor Anne, City Council members, and Planning Commission,

I have recently become aware of the impending adoption of a new Comprehensive Plan which I did not realize was this year. As a multiple decades-long Vancouver resident and one of your constituents and fellow neighbors, I wish to share some of my thoughts and give comments for the record as you hold a workshop and council meeting tomorrow addressing the Comprehensive Plan on the Dec. 1 agenda. I do not want to be a silent majority member without a voice. Please honor me by hearing me.

In the past few days, I surprisingly learned how drastically different the proposed zoning change details are in the new draft Comprehensive Plan with the purpose of increasing urban density city wide. **I do recognize there is a need for affordable housing. However, the way it is achieved, the type of housing, where, and how much is needed is how I differ**. **Let me state here at the outset that I am strongly in favor of the No Action Alternative**. I strongly oppose the draft preferred alternative, alternative 2, and some of alternative 1. MOST OF ALL, I OPPOSE the zoning category titled regional activity center that requires a minimum of 3 story buildings with NO height limits. In my opinion, this is writing a blank check for the future which is very unwise. Removing the current HX zoning and applying this new zoning to the Heights District development owned by the City is a total disregard to some of the longtime residents who invested in public engagement with you for a number of years in 2018-2021. You are not keeping your word to us. Furthermore, the fact that manufactured homes in Vancouver will be more protected and more preserved than any other category in the new proposed zoning is ridiculous. It costs far more in rent to live in the new planned units than it does for seniors and families to live in their current single family homes. **Why does" retaining long-term affordability and preventing displacing existing residents" NOT APPLY to single family residential neighborhoods?** Seems backwards and unfair, most especially to people age 50 and older who plan to live beyond 2045.

I would appreciate if you could share with me any other alternatives you have considered in regards to zoning and upzoning, particularly if you explored possible options that would be somewhat similar to the current R type zoning in place for many Vancouver neighborhoods. You can do "missing middle housing" at a more modest level, less in number and scale, and in different locations.

Additionally, **I would like to see Council and the City put forth more real, viable solutions to help more people achieve home ownership instead of focusing on the majority of residents becoming life time renters who never gain equity and a future for their family**. In my opinion, constructing a city of multi-family unit rentals that are tall, boxy buildings is not what Vancouver has primarily and historically been. It is not our roots/heritage. Nor should it be our future...again, my opinion. It is not the livability factor and why people moved here, nor why they will want to stay. Checking the building permit numbers available on City websites, i**t seems that new single-family homes have drastically dwindled to a trickle.** It is as if the City

and WA state may possibly be trying to make **single family residential homes extinct** in the near future. In 2022, only 16.16 % of permits were for single family units compared to multi-family units; in 2023 it was only 8.48% and in 2024 it was 13.28%. This makes sense as I drive around the city and see tall, multi, 3-7 story buildings going up across the entire area the past 5 years or more. And not just at the new Waterfront and downtown. Calculations I did 5 years ago based on data from the permits issued then, showed the City was well ahead of the projected number of future housing units needed by 2030. I am starting to wonder if the housing crisis is as real as we have been led to believe.

In order to help people with affordable housing, a key factor that you all know is increasing the number of family wage jobs. I read increasing jobs in Vancouver is part of the Comprehensive Plan. How will you achieve this goal?

I do have several other major concerns to the proposed Comprehensive Plan made at the direction of the City Council. Greatly increasing density can cause **increased safety risks**, **including pedestrian safety.** We witness unsafe driving every day and have witnessed car/pedestrian accidents. Increased on-street parking will come with increased housing density. It is a safety issue as you cannot see around multiple parked cars and there are not sidewalks. Many people walk these neighborhoods using the streets. Additional safety risks include both a probable over-all increase in crime simply due to increased numbers of people living here and longer police and fire response times.

I understand the significant zoning changes were made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure". This includes areas such as the historic, primarily single family home neighborhoods like DuBois Park, Evergreen Highlands, South Cliff, Northcrest, Father Blanchet, Vancouver Heights and also other single family neighborhoods across Vancouver, in order to allow for higher density development, including taller buildings and more housing units per lot.

The zoning changes proposed in the preferred plan to upzone existing single-family lots across the city, and especially in the entire Heights District of 8 neighborhoods, is the most concerning of all to me. The City already approved the Heights District purchase and plan years ago. Plans and building are moving forward as scheduled. To upzone **inside** the neighborhoods themselves will completely change the look, neighborhood experience/feel, and likely even property values. **This type of neighborhood has been built over generations and is an experience families want to share and pass on to their children and grandchildren.** If you change the zoning as stated in the new zoning proposal, you entirely remove the option to have that lived experience as a lifestyle choice.

Finally, it was quite disconcerting to me to learn of these hugely significant zoning changes at such a late date in the process. I recognize the city has been encouraging residents to use the Be Heard Vancouver webpage as a primary source of information or social media. It is true that I did not visit the web page. Nor do I use social media. However, given that **the Comprehensive Plan for the next 20 years is going to fundamentally, significantly alter the entire city through significant zoning changes that will impact almost every corner of the city, it seems the City and our elected leaders could have done more to inform us directly and sooner in the process**. Only some of the city's neighborhoods have a functioning neighborhood association; those that do, only meet 1-2x a year. It was at a recent NA meeting that I learned in a very general way there was a Comprehensive Plan about to be adopted. Later, a neighbor mentioned that it had important zoning changes. Some of the more specific details, such as actual height of buildings and number of stories allowed, I am just learning today. Unfortunately, I read tonight that only 400 people, a very scant 0.21 %, **as in Less than**

¼ of 1% of the 2020 city population of 190,915, sent in comments during the **BRIEF** comment period that was open from July 8-Sept. 8. Hardly a representative response of what the majority of residents may actually think. It seems really inequitable that the City spent 2 ½ years on this plan only to provide Vancouver residents a copy of the draft EIS in July, then a mere 60 days from July 8-Sept 8 to comment. Interesting to note, the comment period was during the two prime time summer months when many folks are vacationing and not as likely to focus on city news, even if they had heard there was major zoning change coming to the entire city, which is doubtful in my opinion.

Respectful Request/Call to Action on the part of Council and City of Vancouver:

1. More effective, timely communication to Vancouver residents via direct mail through USPS when there is HUGE impact/change to our homes and neighborhoods like zoning. And/or a follow up post card. You have done it for other things in the past such as neighborhood road repair.

Thank you to those of you who took the time to read this email. I would welcome future opportunities to engage with you and share ongoing concerns. hear about other alternatives you've considered, or hear additional, clarifying details. Feel free to reach back to me.

I appreciate your service to our community and the many hours you serve.

Warm regards to each of you,

Sandy Gales and family

From: PHILIP DILLON
To: City Council; Planning Commission
Subject: Vancouver Comprehensive Plan
Date: Sunday, November 30, 2025 6:25:59 PM

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

I am a *30+ year* resident of the DuBois Park neighborhood
I am concerned about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council.
These modifications upzone existing single-family lots in the DuBois Park neighborhood. I understand this significant change was made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure"— (such as DuBois Park and other neighborhoods across Vancouver) in order to allow for higher density development, including taller homes and more housing units per lot.
I would appreciate you sharing alternative approaches which the Planning Commission and City Council have considered re: zoning and upzoning for Vancouver's neighborhoods, the timeline, and timing of any proposed implementation.
I recognize the need to increase the housing supply in Vancouver. I am also concerned that this significant upzoning change will fundamentally change the character of many residential neighborhoods used by families and individuals for recreation, exercise, family strolls, employees of nearby businesses and more. It will impact (Here are some examples of issues you may want to build on):

- traffic congestion
- on-street parking
- pedestrian safety -- for the neighborhood's many families with young children, employees of near-by businesses who routinely walk the neighborhood during lunch/breaks/walk-and-talk meetings, older pedestrians, playgroups that regularly meet at the park, etc.
- higher-density development including taller buildings or more housing units per lot
- tree canopy
- property value

Thank you and I would welcome further opportunities to share my concerns with you. Feel free to reach out.
Philip A Dillon
[redacted]
Vancouver, WA 98661

From: Nancy Miller
To: City Council; Planning Commission
Subject: Vancouver Comprehensive Plan
Date: Sunday, November 30, 2025 2:01:17 PM

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

To the City Council and Planning Commission,

Currently, Dubois Park is mostly zoned R-6. According to the Planning Department state law does not allow for exclusively single-family zones *in the future.* (italics mine).

Dubois Park infrastructure will not support multi-family housing. It currently has the lowest water pressure in the city. Residents and visitors walk with their families and pets in the street because there aren't any sidewalks. Increased density was exacerbate the water pressure issue and increase the danger for residents. There are only two (2) streets leading into/out of the neighborhood, which streets already bear the brunt of all traffic. They cannot accommodate more.

Residential neighborhoods currently zoned R-6 should be grandfathered as single-family zones in all future plans.

Nancy Miller
[redacted]
Vancouver WA 98661

From: Remington Martel
To: City Council; Planning Commission
Subject: Zoning Changes - DuBois Park Neighborhood
Date: Sunday, November 30, 2025 10:30:51 PM

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

Greetings - I am writing to request the proposed zoning changes for the DuBois Park neighborhood be dropped.
In July of 2015, my husband and I moved back to Vancouver and were fortunate to find a house for rent in the DuBois neighborhood. My husband is the third generation to live in this neighborhood and many of his relatives still live in this neighborhood. In 2018 we made the exciting decision to move into our first house - the first home we ever owned and could call ours. We looked in Ridgefield, Camas, Portland and ultimately decided to stay in the DuBois neighborhood. Later that year we welcomed our first child - the fourth generation to live in the DuBois neighborhood. I tell you this backstory to invite you into our lives. To show you who these proposed changes will affect.

We chose DuBois because it is a community of neighbors who bring in each other's packages when they are out of town, who send graduation gifts to high school seniors we've babysat, who come outside and cheer for a 4 year old learning to ride their bike. My neighbors can come outside and my child can ride her bike because we are a small, tight knit community. I can let my kids ride their bikes in our cul-de-sac while I'm in the front yard weeding because I know my neighbors are looking out when they drive. I can walk my kids safely to school because our roads are slow and I recognize the cars parked on the street. We don't often have strangers driving around and we certainly do not have random cars parked along our streets. I fear that safety is in jeopardy. These proposed changes would bring a host of people into our lives and into a school-dense area. We have at least 4 schools within the surrounding area zoned for changes.

I worry about the children walking home from school, the kids who are out walking their dogs as part of their weekly chores, the kids going home to empty houses while their parents are at work. If these proposed changes go into effect, who is going to be parking along our streets? Who is going to be walking around our neighborhood when school gets out? Who is going to be parked on our streets watching the coming and goings of all the kids walking to/from school? Considering the number of kidnapping attempts and odd incidences I know have happened in our community, I cannot help but fear who these proposed changes will invite into the surrounding neighborhoods.

Please, I urge you, for the sake of the children in our neighborhoods, for the generational families who have decided to call this neighborhood home, please do not put these proposed zoning changes so close to this many schools.

Thank you for your consideration.

Remington Martel

From: KREGG HANSON
To: City Council; Planning Commission
Subject: Zoning Changes - DuBois Park Neighborhood
Date: Sunday, November 30, 2025 7:22:19 AM

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

Greetings - I am writing to request the proposed zoning changes for the DuBois Park neighborhood be dropped.

In June of 2014 we moved into a new home we built in the DuBois Park neighborhood at a cost of $1.4M which is now approaching $2M of assessed value. Before building we evaluated property in several locations including Portland, Camas and river locations along the Columbia. We were drawn to Vancouver and the DuBois neighborhood due to its livability, feeling of community, lack of congestion, walk-ability and with a Mid-Century feel. There were no tall structures, no multiple family structures and low-density housing. We have been very happy with our decision but feel the choice we made may be in jeopardy.

We pay considerable property taxes, volunteer our time weekly at the FISH food pantry in Vancouver and make numerous donations to local charitable organizations. We ask that you support no zoning changes to our neighborhood. Please affirm our decision made in 2014 to be a part of Vancouver and the DuBois Park neighborhood.

Thank you for your consideration.

Kregg and Andrea Hanson
[redacted]
Vancouver, WA 98661
([redacted]

From: Philip McClellan
To: Our Vancouver 2045; City Council; Planning Commission
Subject: Zoning Changes Affecting DuBois Park Neighborhood
Date: Sunday, November 30, 2025 9:17:01 PM

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

Dear Committee Members:

I have been a resident of the DuBois Park neighborhood for 19 years.

I am concerned about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council.

These modifications upzone existing single-family lots in the DuBois Park neighborhood. I understand this significant change was made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure" to allow for higher density development, including taller homes and more housing units per lot.

I recognize the need to increase the housing supply in Vancouver. I am also concerned that this significant upzoning change will fundamentally change the character of many residential neighborhoods used by families and individuals for recreation, exercise, family strolls, employees of nearby businesses and more.

I am specifically concerned about the impact on pedestrian safety due to increased vehicle traffic that higher density housing would bring. I am also concerned about the impact of allowing taller buildings on the existing tree canopy in our neighborhood.

I am supportive of allowing and encouraging development of accessory dwelling units, and I would urge the committee to consider maintaining the 35-foot height limit provided by current zoning.

Thank you and I would welcome further opportunities to share my concerns with you. Feel free to reach out.

Philip McClellan
[redacted]
Vancouver, WA
[redacted]

From: Peter Greenfield
To: City Council; Planning Commission
Subject: Zoning changes in Vancouver Comprehensive Plan
Date: Friday, November 28, 2025 3:26:50 PM

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

Hello,

I am a long-time (20-year) resident of the DuBois Park neighborhood, and I have some concerns about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council.

These modifications would eliminate zoning for single-family lots in the DuBois Park neighborhood (and others neighborhoods as well). I understand this significant change was made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure"— (such as DuBois Park and other neighborhoods across Vancouver) in order to allow for higher density development, including taller homes and more housing units per lot. I understand the need to increase the housing supply in Vancouver, but I am concerned that this significant zoning change will fundamentally alter the character of many residential neighborhoods. People buy into neighborhoods like Dubois Park for the beauty and serenity of uncrowded single-family homes, neighborhood parks, and lovely trees (to name a few reasons). Although I don't think this zoning change will immediately lead to many homes being demolished so new crowded units can be built on their lots, it will undoubtedly lead to developers and speculators, sensing lucrative opportunities, getting involved and trying to buy up as many existing homes as they can so they can redevelop the properties and make sizeable profits doing so. Higher density in neighborhoods such as Dubois Park will lead to traffic congestion, more unsightly on-street parking, loss of tree canopy, strain on existing infrastructure, and serious effects on property values.

Vancouver has many areas where high-density housing would be more appropriate--needed infrastructure could be added with arrangements between the city and developers. Old (and dare I say historic?) neighborhoods like Dubois Park are thriving just the way they are, and I think it would be a huge mistake to significantly alter them.

I would appreciate you sharing alternative approaches which the Planning Commission and City Council have considered regarding zoning changes for Vancouver's neighborhoods, and timing of any proposed implementation.

Thank you and I would welcome further opportunities to share my concerns with you. Please feel free to reach out to me if you like, for further discussion.

Respectfully,

Peter L. Greenfield
[redacted]

Vancouver WA 98661

[redacted]

From: Rebecca Wright
To: City Council; Planning Commission
Subject: Zoning changes regarding Evergreen Highlands Neighborhood
Date: Sunday, November 30, 2025 10:19:18 PM

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

Dear Mayor, City Council members and Long Range Planning Commission,

We have been residents of the Evergreen Highlands Neighborhood for almost 37 years. We are concerned about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council.

These modifications upzone existing single-family lots in the DuBois Neighborhood and we believe the same plans pertain to the Evergreen Highlands Neighborhood (where we live), as well as Southcliff Park Neighborhood.

We understand the discussion of this significant change was made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure"— (such as DuBois Park, Evergreen Highlands, Southcliff Park and other neighborhoods across Vancouver) in order to allow for higher density development, including taller homes and more housing units per lot.
We would appreciate you sharing alternative approaches which the Planning Commission and City Council have considered re: zoning and upzoning for Vancouver's neighborhoods, the timeline, and timing of any proposed implementation.

We recognize the need to increase the housing supply in Vancouver. However, we are also concerned that this significant upzoning change will fundamentally change the character of many residential neighborhoods used by families and individuals for recreation, exercise, family strolls, employees of nearby businesses and more would be impacted.

Here are some examples of issues you may want to build on:
• traffic congestion
• on-street parking
• pedestrian safety -- for the neighborhood's many families with young children, employees of near-by businesses, who routinely walk the neighborhood during their lunchtime, breaks, walk-and-talk meetings, older pedestrians, playgroups that regularly meet at the park, etc.

Higher-density development including taller buildings or more housing units per lot will:
• destroy tree canopies
• property value

We would welcome further opportunities to share our concerns with you.

Please feel free to reach out to us.

Thank you,

Rebecca and James Wright

[redacted]
Vancouver, WA 98661

From: Kathy O"Meara-Wyman
To: City Council; Planning Commission
Subject: City Council Workshop input from DuBois Neighborhood Resident
Date: Monday, December 1, 2025 2:08:49 PM

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

To City Council and Planning Commission Members:

I have lived in the DuBois Park neighborhood for the past decade. I'm writing to express concerns about the impact of the upzoning proposed in the current draft of the Comprehensive Plan.

It's my understanding that these zoning changes will have an impact across the community, including upzoning existing single-family lots in the DuBois Park neighborhood, in order to allow for higher density development, including taller homes and more housing units per lot.

I recognize the need to increase the housing supply in Vancouver. I am also concerned that this significant upzoning change will fundamentally change the character of the historic, residential Dubois neighborhood, which is used by families and individuals -- both from the neighborhood and the broader community -- for recreation, exercise, family strolls, as well as by employees of nearby businesses. Clearly, they value the safety of this quiet residential area for play, exercise and community-building.

I would appreciate you sharing more fully the alternative approaches which the Planning Commission and City Council have considered re: zoning and upzoning for Vancouver's neighborhoods, the timeline, and timing of any proposed implementation and reasons for putting aside alternatives one and two.

Thank you. I would welcome further opportunities to talk with you about alternatives. Feel free to reach out. I also plan to attend today's workshop along with several DeBois Park neighbors.

Best,

Kathy O'Meara-Wyman
[redacted] | Vancouver, WA 98661

December 8, 2025

Workshops: 4:00-5:00 p.m.

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

The City Council Meeting was held on 12/8/2025 at 4:00 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/video/city-council-workshops-12-08-25-2025121004/

Federal Update and Legislative Agenda
(Approximately 30 minutes)

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

Staff led Council through a discussion of the Federal Update and Legislative Agenda.

State Legislative Final Legislative Agenda
(Approximately 30 minutes, to immediately follow the previous workshop)

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

Staff led Council through a discussion of the State Legislative Final Legislative Agenda.

Executive Session Re: Pending Litigation RCW 42.30.110 (1)(i) (45 min) (5:00 - 5:45 PM)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:10-6:00 p.m. to discuss Pending Litigation.

Council Dinner / Administrative Updates (5:45-6:30 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-12-08-25-2025121003/

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 - November 10, 2025

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 1, to approve the November 10, 2025, Meeting Minutes. Councilmember Paulsen abstained.

Minutes - November 17, 2025

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve the November 17, 2025, Meeting Minutes.

Minutes - November 24, 2025

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to approve the November 24, 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.

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:

- *Peter Fels, Vancouver*
- *Brad Erhart, Vancouver*
- *Bruce Barnes, 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 item 2 for discussion.

Motion by Councilmember Stober, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1, and 3-8 on the Consent Agenda.

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

1. Contract Award — Water Station 3 Final Design - C-102098

Staff Report: 241-25

Request: On Monday, December 8, 2025, authorize the City Manager, or designee, to finalize and execute a professional services agreement between the City of Vancouver and Jacobs Engineering Group for an estimated amount not to exceed $2,904,774.00; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Patrick Craney, Water Resource Engineer, patrick.craney@cityofvancouver.us

Motion approved the request.

2. Contract Award - Safe Streets and Roads for All - Fourth Plain Safety and Mobility Improvement Project

Staff Report: 242-25

Request: On Monday, December 8, 2025, authorize the City Manager, or designee, to finalize and execute a professional services agreement with Consor North America, Inc. for a contract amount of $1,036,761.39. Council authorizes the City Manager to amend the contract as needed and to amend the value up to 10% of the not-to-exceed value stated here-in.

Hassan Abdalla, Engineering Manager, Jessica Hild, Senior Civil Engineer, hassan.abdalla@cityofvancouver.us, Jessica.Hild@cityofvancouver.us

Motion approved the request.

3. Interlocal Agreement — 2026 Grounds, Equipment and Maintenance (GEM)

Staff Report: 243-25

Request: On Monday, December 8, 2025, authorize the City Manager, or designee, to finalize and execute the 2026 GEM Interlocal Agreement.

Michael Cero, Operations Superintendent, michael.cero@cityofvancouver.us

Motion approved the request.

4. Approval of 2026 Affordable Housing Fund Rental Assistance Award Recommendations

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 and disburse funds in accordance with those agreements on behalf of the City of Vancouver consistent with Affordable Housing Fund 2026 Council-approved funding awards.

Staff Report: 244-25

Request: On Monday, December 8, 2025, approve a resolution adopting the proposed 2026 AHF rental assistance and housing services awards and authorizing the City Manager, or designee, to execute related agreements.

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

Motion adopted Resolution M-4361 to approve the request.

5. Aviation Advisory Committee Appointment

Request: On Monday, December 8, 2025, appoint Jordan Thomas and Matthew Winit to mid-term positions on the Aviation Advisory Committee, with a term beginning immediately, and expiring June 30, 2027.

Subcommittee 1

Motion approved the request.

6. Fort Vancouver Regional Library District Board Appointment

Request: On Monday, December 8, 2025, reappoint Megan Dugan to a full-term position on the Fort Vancouver Regional Library District Board, with a term beginning December 31, 2025, and expiring December 31, 2032.

Subcommittee 2

Motion approved the request.

7. Lodging Tax Advisory Committee Appointment

Request: On Monday, December 8, 2025, appoint the following to the Lodging Tax Advisory Commission:

- Kyle Byrd to a mid-term position, with a term beginning 12/31/2025, and expiring 12/31/2026.
- Keri Robinson to a mid-term position, with a term beginning 12/31/2025, and expiring 12/31/2026.
- Mike Bomar to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2027.

And reappoint the following to the Lodging Tax Advisory Commission:

- Temple Lentz to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2027.
- Christie Rust to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2028.
- Janet Kenefsky to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2028.

Subcommittee 1

Motion approved the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for December 8, 2025.

Motion approved claim vouchers in the amount of $11,940,603.86.

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. 2023-2029 Strategic Plan Updates

A RESOLUTION adopting changes to the 2023-2029 Strategic Plan.

Staff Report: 245-25

Request: On Monday, December 8, 2025, adopt the resolution approving proposed changes and updates to the 2023-2029 Strategic Plan.

Tanya Gray, Performance Analyst, Aaron Lande, Assistant City Manager, Tanya.Gray@cityofvancouver.us, aaron.lande@cityofvancouver.us

Tanya Gray, Performance Analyst, Aaron Lande, Assistant City Manager, provided an overview of the 2023-2029 Strategic Plan Updates.

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.

Council agreed that the item should be remanded back to staff for updates to the Strategic Plan draft and to be brought back at a later date.

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to remand the item back to staff with an intent to return at a later date.

10. Vancouver Municipal Code Title 14 Updates

AN ORDINANCE relating to water, sewer and surface water utility miscellaneous fees and regulations, amending chapters 14.04, 14.08, 14.09, and 14.16 of the Vancouver Municipal Code (VMC); providing for savings, severability and an effective date.

Staff Report: 238-25

Request: On Monday, December 8, 2025, upon second reading and a public hearing, finalize and approve the ordinance amending Title 14 of the Vancouver Municipal Code.

Chris Malone, Public Works Finance and Asset Manager, chris.malone@cityofvancouver.us

Chris Malone, Public Works Finance and Asset Manager, provided an overview of the Vancouver Municipal Code Title 14 Updates.

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 Stober, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4524.

11. 2026 Model Business and Occupation Tax Ordinance Update

AN ORDINANCE relating to Chapter 5.03 of the Vancouver Municipal Code (VMC), Business and Occupation Tax, amending VMC 5.03.030; and providing for severability, referendum, and an effective date.

Staff Report: 239-25

Request: On Monday, December 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 2026 Model Business and Occupation Tax Ordinance Update.

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 Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4525.

Unfinished Business

12. Consider Ethics Investigation Advisory Report Regarding Councilmember Harless

Staff Report: 205-25

Request: On Monday, December 8, 2025, review the Advisory Report and take action. Action may include the following:

1. Dismissal of the complaint on the basis that no violation of the Code of Ethics occurred; or
2. Remand to Ms. Bannon to obtain additional information in order for the Council to decide whether a violation has occurred; or
3. Make a determination, that by a preponderance of the evidence, a violation of the Code of Ethics has occurred, in which case the Council shall adopt written findings, conclusions and appropriate sanctions.
4. Pursuant to City Council Policy 100-36, Section 9.0, Council cannot make a final determination about the Complaint for a period of 10 (ten) days to allow Councilmember Harless to request a review of the Council's decision.

Nena Cook, City Attorney, nena.cook@cityofvancouver.us

Councilmember Harless excused herself from the item and left Council Chambers.

Nena Cook, City Attorney, provided an overview of the Investigation Advisory Report

regarding Councilmember Harless.

Council discussed the subject.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 5, No: 1, Abstaining: 1, to adopt written findings, conclusions and appropriate sanctions, due to the preponderance of evidence that a violation of the Code of Ethics has occurred. Councilmember Perez voted No. Councilmember Harless recused herself from the Item and vote.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Endorsement of the Clark County Transportation Alliance 2026 Policy Statement

Aaron Lande, Assistant City Manager, discussed the Endorsement of the Clark County Transportation Alliance 2026 Policy Statement.

Interstate Bridge Replacement - Pre-Executive Steering Group

Katherine Kelly, Program and Policy Development Manager, discussed the Interstate Bridge Replacement - Pre-Executive Steering Group.

Adjournment

8:38 p.m.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

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

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Today"s Council meeting #12 - Harless ethics complaint
Date: Monday, December 8, 2025 12:40:44 PM

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: Peter L. Fels <[redacted]>
Sent: Monday, December 8, 2025 12:10 PM
To: City Council <council@cityofvancouver.us>
Subject: Today's Council meeting #12 - Harless ethics complaint

Peter Fels
[redacted]
Vancouver WA 98663
telephone: [redacted] • [redacted]

12/8/2025

To City Council:

RE: Allegations of ethics violations by Councilmember Harless

What is improper?

Dictionary definition:

"not in accordance with accepted rules or standards, especially of morality or honesty."
(Google Oxford languages)

The problem with the charge of "appearance of impropriety" is that it is vague. The City Code states no councilmember shall by conduct give a reasonable basis for the impression that any person can improperly influence the councilmember or unduly enjoy favor of the councilmember or the councilmember is affected by association with any person.

Read most broadly if any councilmember has any "association" with any person, *someone* might infer or have the impression the councilmember's act was affected by that association. For example, if you and someone who has business before the Council are in the same club, have mutual friends, are members of a business or social association, etc., someone might get the impression that your relationship, no matter how tenuous, affects your official action.

However, the code is modified by the terms "reasonable basis". To be reasonable, there must be some fact to support the allegation the councilmember's action was *unduly* or *improperly* affected.

In this case, while there is evidence that Ms. Harless was dating and eventually engaged to Mr. Park, and that she enjoyed the activities of the Vancouver Arena supported by the LTAC grants, there is no evidence that Vancouver Arena gained undue favor. An impression that Vancouver Arena received unfair advantage in the grant process is not reasonable because it is not supported by any facts.

I encourage you to dismiss the complaint.

Respectfully,

Peter Fels

Llanos Bare, Cheyanne

From: Michael Slattery [redacted]
Sent: Monday, December 1, 2025 7:33 PM
To: City Council; Planning Commission
Subject: Council-Directed Upzoning Modification

You don't often get email from slatterym@gmail.com. Learn why this is important

To whom it may concern,

I am a 4 year resident of the DuBois Park neighborhood.

I am concerned about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council.

These modifications upzone existing single-family lots in the DuBois Park neighborhood. I understand this significant change was made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure"— (such as DuBois Park and other neighborhoods across Vancouver) in order to allow for higher density development, including taller homes and more housing units per lot.

I would appreciate you sharing alternative approaches which the Planning Commission and City Council have considered re: zoning and upzoning for Vancouver's neighborhoods, the timeline, and timing of any proposed implementation.

I recognize the need to increase the housing supply in Vancouver. I am also concerned that this significant upzoning change will fundamentally change the character of manyresidential neighborhoods used by families and individuals for recreation, exercise, family strolls, employees of nearby businesses and more. It will impact (Here are some examples ofissues you may want to build on):

- traffic congestion
- on-street parking
- pedestrian safety -- for the neighborhood's many families with young children, employees of near-by businesses who routinely walk the neighborhood during lunch/breaks/walk-and-talk meetings, older pedestrians, playgroups that regularly meet at the park, etc.
- higher-density development including taller buildings or more housing units per lot
- tree canopy
- property value

Thank you and I would welcome further opportunities to share my concerns with you. Feel free to reach out.

Michael Slattery
[redacted]
Vancouver WA 98661

Llanos Bare, Cheyanne

From: Rick Gales <[redacted]
Sent: Monday, December 1, 2025 3:20 PM
To: Our Vancouver 2045; City Council
Cc: Rick Gales; [redacted]
Subject: Comprehensive Plan 2045

[You don't often get email from jollypander@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Council-

The Comprehensive Plan draft under review is another government plan that allows for comment, just as we had for the Heights development. Ample opportunity to have the community provide input, meeting the letter of the mandate to "listen," knowing the input from the community is a formality prior to approval. It its shameful how the Council operates with mandates to "listen" to meet the letter of the law. The final judgement is a foregone conclusion. Listening via meetings, workshops and presentations and council meetings are empty promises for the uninitiated. The process could be meaningful if the residents concerns were the concerns of the Council, but that's not been the case since I moved to Vancouver.

I moved to an established neighborhood with single family homes and low density to raise my kids here in Vancouver 30+ years ago. My choice of Dubois Park was no accident. It was a lovely neighborhood, but all that is about to be turned upside down with the Urban Density rezoning. Those of us who have invested in Vancouver, our families and our neighborhoods are being reprioritized for the ability to build high density housing. Read that as pushed aside for the benefit of developers and apartments…the modern Soviet style housing to maximize profits and engineer societies.

These may be government priorities, but they are not the priorities of the residents who want the "Leave it to Beaver" style neighborhoods found in the Heights. Massive development will not enhance the cohesion of neighborhoods, it will bring soul-less high-rises. Home ownership builds the community while apartments bring a less anchored resident, parking issues and general incompatibility.

And the people you predict moving to Vancouver, where are the living wage jobs so support them?

I would also like to point out that in the Heights, the lowest density in the rezoning are the expensive properties on Buena Vista and within the Dubois Park neighborhood. Those homes on the outer ring of Dubois Park have a higher density zoning. Rather discriminating to minimize the impact to the most wealthy residents while saddling the higher density on the lower value properties. Shameful to know where our some Council member live to take advantage of the lower density zoning.

Shameful!

Rick Gales

Llanos Bare, Cheyanne

From: Paul Gardner [redacted]
Sent: Tuesday, December 2, 2025 12:19 PM
To: City Council
Cc: Planning Commission
Subject: Draft Preferred Alternative of the Vancouver Comprehensive Plan

You don't often get email from pgardner315@gmail.com. Learn why this is important

Dear City Council,

I'm writing to share a deep concern about the Draft Preferred Alternative of the Vancouver Comprehensive Plan discussed on December 1, 2025, and the effect it will have on a small but important section of the Dubois Park Neighborhood. I'm asking for a simple, logical revision that will keep this area consistent and protected.

A cluster of lots—those just west of Devine Road and those directly south of MacArthur Boulevard—have been assigned a different and significantly less favorable zoning designation than the rest of Dubois Park. While the entire neighborhood is zoned Low Scale Neighborhood (up to 3 stories / 45 feet), these select lots have been designated Medium Scale Neighborhood (up to 5 stories / 75 feet).

This creates the very real possibility that Dubois Park could be ringed by 5-story, 75-foot-tall multi-family buildings. For residents, this would mean increased congestion, parking strain, safety concerns, and undeniable impacts on property values. I ask you to take a moment to look at the map and imagine living on the west side of Santa Fe Drive, with a 5-story building looming across from your front yard—and consider what that would mean for your sense of safety, sunlight, privacy, and long-term home value.

It's important to note that the lots east of Santa Fe Drive are *already* poised to experience significant change due to the Heights Redevelopment (Tower Mall) project. Applying this revised zoning creates an additional, unnecessary hardship on the neighborhood.

My request is simple and measured: please revise the zoning for the lots west of Devine Road and those just south of MacArthur Boulevard so they match the Low Scale Neighborhood designation applied to the rest of Dubois Park.

I understand this request may come late in the process. However, the brief window between the November 18 City Planning Meeting and now—combined with the holiday period and the complexity of the plan—made it difficult for many of us to fully grasp the implications in time.

Thank you for your attention and consideration.

Sincerely,
Paul Gardner
[redacted]
Vancouver, WA 98661

[redacted]

Llanos Bare, Cheyanne

From: Emily Pelts <[redacted]>
Sent: Monday, December 1, 2025 7:21 PM
To: City Council
Subject: Comprehensive Plan - Feedback to Public Testimony 12/1

You don't often get email from pelts1ec@gmail.com. Learn why this is important

Hello City Councilmembers,

I had to send this email after watching only a few minutes of the public testimony on the preferred plan that took place on December 1. I want to start by saying that I initially restrained myself from sending a similar email after just reviewing the updated preferred comprehensive plan, but after the outrageous testimonies on Monday, I can no longer bite my tongue.

You have absolutely folded to the rich whiners in the South Cliff & DuBois neighborhoods. The preferred plan has no mixed use along Mill Plain and yet they still have the audacity to complain that it should be further down-zoned to a low scale neighborhood! Their concerns are actually a deep resistance to their changing city, concern for their personal property values and generational wealth, and a difference in aesthetics masked by concern for "the eagle's nest" in their tree canopy! Sure, I'm a homeowner and am afraid of that too, but I know the world doesn't revolve around me and I'm not the only person in this city. We're a community. They're pathetic. There is no pleasing them, and you should add back the mixed-use along mill plain to align with the plan guidelines that have been applied to every other main arterial in the city except for the small portion abutting their neighborhood. I live in Hudson's Bay, and it feels like all the mixed-use that they've been complaining about & didn't want along Mill Plain was removed from South Cliff and reallocated to Hudson's Bay! We have about 6 parcels that aren't mixed use - yet our lots are smaller and quite densely packed together. It feels like we are making up for their resistance. Hudson's Bay is carrying the mixed-use burden for the entirety of the city west of Andreson & south of McCoughlin. Hudson's Bay is being bulldozed for our cooperation, but this is not just or fair or in alignment with the comp plan guidelines that were established at the beginning of this endeavor.

Show the people of the rich and privileged neighborhoods that you will not be intimidated by their lawyer and that you stand by your words to establish housing and opportunity for EVERYONE in the city - they are not above CHANGE.

Happy to discuss further, thank you for your time
Emily

Llanos Bare, Cheyanne

From: esther slattery <[redacted]>
Sent: Monday, December 1, 2025 7:37 PM
To: Planning Commission; City Council
Subject: Fwd: Council-Directed Upzoning Modification

You don't often get email from esdesther@gmail.com. Learn why this is important

To whom it may concern,

I am a 4 year resident of the DuBois Park neighborhood.

I am concerned about recent modifications to the proposed Comprehensive Plan made at the direction of the City Council.

These modifications upzone existing single-family lots in the DuBois Park neighborhood. I understand this significant change was made following the City Council's recent review, where the plan was modified to "focus growth in areas with existing infrastructure"— (such as DuBois Park and other neighborhoods across Vancouver) in order to allow for higher density development, including taller homes and more housing units per lot.

I would appreciate you sharing alternative approaches which the Planning Commission and City Council have considered re: zoning and upzoning for Vancouver's neighborhoods, the timeline, and timing of any proposed implementation.

I recognize the need to increase the housing supply in Vancouver. I am also concerned that this significant upzoning change will fundamentally change the character of manyresidential neighborhoods used by families and individuals for recreation, exercise, family strolls, employees of nearby businesses and more. It will impact (Here are some examples ofissues you may want to build on):

- traffic congestion
- on-street parking
- pedestrian safety -- for the neighborhood's many families with young children, employees of near-by businesses who routinely walk the neighborhood during lunch/breaks/walk-and-talk meetings, older pedestrians, playgroups that regularly meet at the park, etc.
- higher-density development including taller buildings or more housing units per lot
- tree canopy
- property value

Thank you and I would welcome further opportunities to share my concerns with you. Feel free to reach out.

Esther Slattery
[redacted]
Vancouver WA 98661

Llanos Bare, Cheyanne

From: Don Maltase [redacted]
Sent: Monday, December 1, 2025 2:51 PM
To: City Council; Planning Commission
Subject: Upzoning Dubois Park Neighborhood

You don't often get email from don@maltase.net. Learn why this is important

All,
I would like to thank you for the time you spend helping our city. I am sure your motives are sincere. This rezone is not for the public good. Don' let the state ruin a good thing. Look at your accomplishments and be proud. The upzone will be an ugly blemish on a city that works!

I realize the state is mandating more dense zoning as we move forward. What I don't believe is trying to change zoning in well-established neighborhoods. Past planning should not be abated when there are alternate solutions. This will lead to a number of issues you must recognize. The proposed zoning is flat out not fair to your residents who in some cases have supported Vancouver for decades in numerous ways taxes aside. Condemnation may be too strong a word but depreciation in value is certainly correct. You are taking retirement money from many. Condemnation!
Dubois Park with its annual 4th of July parade, children feeling safe to play in the streets and literally hundreds of walkers of all ages with many using canes and walkers enjoy our safe neighborhood. From children to retirees we all live in harmony and don't want traffic and street parking that will lead to crime and injuries. You can not deny the fact traffic will increase, or street parking will increase and there will be more police responses requested.
We are a neighborhood already poised to absorb a significant influx of traffic and housing you have designed contiguous to our neighborhood.

Maybe this move is just eyewash for the state because I am sure your vacant land analysis of Dubois would without a doubt show it is not worth the exercise.

I don't see how you can turn your back on Dubois Park. Drive or better yet walk it and you will come to the conclusion that the Dubois Park design should not be round filed.

We are all proud of what the city designed. Your predecessors had good vision.
Don't ruin a good thing,
Please

Push back….The State is not to be applauded or followed.

Thank you for your consideration.
Don Maltase
The short notice does not allow me time to testify in person.

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

December 15, 2025

Workshops: 4:00-5:30 p.m.

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

The City Council Meeting was held on 12/15/2025 at 4:00 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/video/city-council-workshops-12-15-25-2025121013/

Performing Arts Center Evaluation Update
(Approximately 1.5 hours)

Natasha Ramras, Chief Financial Officer, natasha.ramras@cityofvancouver.us

Staff led Council through a discussion of the Performing Arts Center Evaluation Update.

Council Dinner / Executive Session Re: Personnel RCW 42.30.110 (1)(g) (1 hour, 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 Personnel.

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-12-15-25-2025121014/

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*

Council Oaths of Office; Mayor McEnerny-Ogle and Councilmembers Erik Paulsen, Diana Perez, and Kim Harless

Greg Kimsey performed the Oaths of Office for Mayor McEnerny-Ogle, and Councilmembers Paulsen, Perez and Harless.

Proclamations

Homeless Persons' Memorial Day

Mayor McEnerny-Ogle read and presented a proclamation to Ren Autrey, Deputy Director of Outsiders Inn, and Jamie Spinelli, Homeless Response Manager for the City of Vancouver, proclaiming December 21, 2025, as Homeless Persons' Memorial Day.

Portland Tower Appreciation

Mayor McEnerny-Ogle read and presented a proclamation to Shon Lindley, Chair of the Aviation Advisory Committee, and Brig Williams, Vice Chair of the Aviation Advisory Committee, to recognize Portland Tower Appreciation.

Community Communication

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

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

- *Matthew Barnett, Vancouver*
- *Bryan Stebbins, Vancouver*
- *Jan Verrinder, Vancouver*
- *Heidi Cody, Vancouver*
- *Monica Tabor, Vancouver*
- *Ruby Rose, Vancouver*
- *Mark Leed, Vancouver*
- *Josh Harmon, Vancouver*
- *Ian Redman, Vancouver*
- *Michael Trabert, Vancouver*
- *Edward Plumb, Vancouver*
- *Jason Cromer, Vancouver*
- *Doug Wilson, Vancouver*
- *Israel Lopez, Vancouver*
- *Gabriela Ewing, Vancouver*
- *Eric Prileson, Vancouver*
- *Jim Hoeffner, Vancouver*
- *Chris Erickson, Vancouver*
- *Sesany Fennie Jones, Vancouver*
- *Siobhana McEwen, Vancouver*
- *Brittini Lasseigne, Vancouver*
- *Kathleen Proudfoot, Battle Ground, WA*
- *Bruce Barnes, Vancouver*
- *Ana Kozlovska, Vancouver*
- *Don Steinke, 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 4 and 6 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 1, to approve Items 1-3, 5, and 7-13 on the Consent Agenda. Councilmember Fox was out of Council Chambers during the vote.

Motion by Councilmember Stober, seconded by Councilmember Harless, and Yes: 7, No: 0, Abstaining: 0, to approve Item 6 on the Consent Agenda.

Motion by Councilmember Hansen, seconded by Councilmember Stober, and Yes: 6, No: 0, Abstaining: 1, to approve Item 4 on the Consent Agenda. Councilmember Harless abstained from the vote.

1. **Contract Amendment – Increase in Contract Funding for Conflict Public Defense – Andrews Terry Jeffers LLP**

   Staff Report: 246-25

   Request: On Monday, December 15, 2025, authorize the City Manager, or designee, to finalize and execute amendment # 3 to contract C-101510 with Andrews Terry Jeffers LLC, up to a maximum of $718,000.

   Kimbra Ledbetter, Financial Analyst, Rebecca Small, Senior Policy Analyst, Kimbra.Ledbetter@cityofvancouver.us, rebecca.small@cityofvancouver.us

Motion approved the request.

2. **Contract Amendment – Sourcewell Contract for the Purchase of Unified Communications Hardware, Software, and Services - C-101849**

   Staff Report: 247-25

   Request: On Monday, December 15, 2025, authorize the City Manager, or their designee, to approve purchases from ConvergeOne, Inc. under

Sourcewell contract #120122-AVY for the life of the contract up to the current authorized budget.

Beau Hull, Computer Services Manager, Beau.Hull@cityofvancouver.us

Motion approved the request.

3. Contract Amendment - New Public Works Operations Campus - Skanska General Contractor Construction Manager

Staff Report: 248-25

Request: On Monday, December 15, 2025, authorize the City Manager, or designee, to authorize the execution of Contract Amendment #2 with Skanska USA Building Inc. of Portland, OR for MACC #2 (Maximum Allowable Construction Cost) in the amount of $3,773,788.

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

Motion approved the request.

4. Lodging Tax Grant Program Award Recommendations

A RESOLUTION relating to the award of lodging tax grant funds and allocation of funding to administrative costs associated with the Lodging Tax Program.

Staff Report: 249-25

Request: On Monday, December 15, 2025, adopt a resolution approving the 2026 lodging tax grant awards recommended by the Lodging Tax Advisory Committee and authorizing the City Manager or his designee to execute professional services agreements with the grant recipients.

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

Councilmember Harless excused herself from the Item presentation, discussion and the vote.

Motion adopted Resolution M-4362 to approve the request.

5. Resolution for Escrow Agreement Between the City of Vancouver, Clark County, Columbia Resource Company, Waste Connections Washington and US Bank

A RESOLUTION authorizing the Vancouver City Manager to finalize and execute the Escrow Agreement between the City of Vancouver, Clark County, Columbia Resource Company, Waste Connections of Washington and US Bank to establish the Designated Capital Improvement and Maintenance Restricted Fund at US Bank.

Staff Report: 250-25

Request: On Monday, December 15, 2025, finalize and approve the resolution authorizing the City Manager or designee to execute an escrow agreement between the City of Vancouver (City), Clark County (County), Columbia Resource Company (CRC). Waste Connections of Washington (WCW) and US Bank.

William Elder, Environmental Services Manager, Will.Elder@cityofvancouver.us

Motion adopted Resolution M-4363 to approve the request.

6. Resolution Endorsing the Preferred Land Use Alternative Map for the Our Vancouver Comprehensive Plan Update

A RESOLUTION endorsing the Preferred Land Use Alternative Map as of December 15, 2025 for the Our Vancouver Comprehensive Plan Update, as described below and as shown on the attached Exhibit A.

Staff Report: 251-25

Request: On Monday, December 15, 2025, finalize and approve the resolution formally endorsing the Comprehensive Plan final Preferred Land Use Alternative.

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

Motion adopted Resolution M-4364 to approve the request.

7. Appointment to the City Center Redevelopment Authority Board

Request: On Monday, December 15, 2025, make the following appointments to the City Center Redevelopment Authority Board:

- Reappoint Michi Slick to a full-term position, with a term beginning December 31, 2025, and expiring December 31, 2029.
- Appoint Heather Friend to a mid-term position, with a term beginning immediately and expiring December 31, 2028.

Subcommittee 2

Motion approved the request.

8. Appointment to the Clark County Mosquito Control Board

Request: On Monday, December 15, 2025, reappoint Kayla D'Ambrosi to the City seat on the Clark County Mosquito District Board, with a full-term beginning December 31, 2025, and expiring December 31, 2027.

Subcommittee 2

Motion approved the request.

9. Appointment to the Culture, Arts, and Heritage Commission

Request: On Monday, December 15, 2025, reappoint Shon Lueiss Harris and Michelle Tan, and appoint Ruby Lewis to full-term positions on the Culture, Arts and Heritage Commission. With terms beginning December 31, 2025, and expiring December 31, 2029.

Subcommittee 2

Motion approved the request.

10. Appointment to the Downtown Redevelopment Authority Board

Request: On Monday, December 15, 2025, make the following appointments to the Downtown Redevelopment Authority Board:

- Reappoint Kathleen Kee and Jan Robertson to full-term positions, with terms beginning December 31, 2025, and expiring December 31, 2029.
- Appoint Tyler Pace to a full-term position, with a term beginning December 31, 2025, and expiring December 31, 2029.

Subcommittee 2

Motion approved the request.

11. Appointment to the Planning Commission

Request: On Monday, December 15, 2025, appoint Kate Castenson to a full-term position on the Planning Commission, with a term beginning December 31, 2025, and expiring December 31, 2029.

Subcommittee 2

Motion approved the request.

12. Appointment to the Salary Review Commission

Request: On Monday, December 15, 2025, reappoint Tyler Freedman and appoint Marilee Scarbrough to full-term positions on the Salary Review Commission, with a term beginning December 31, 2025, and expiring December 31, 2029.

Mayor McEnerny-Ogle

Motion approved the request.

13. Approval of Claim Vouchers

Request: Approve claim vouchers for December 15, 2025.

Motion approved claim vouchers in the amount of $13,665,989.12.

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.

14. Right-of-Way Telecommunications Franchise Agreement for Hyperfiber of Washington, LLC d/b/a Ripple Fiber

AN ORDINANCE relating to management of the public rights-of-way, granting to (Hyperfiber of Washington, LLC d/b/a Ripple Fiber) and its affiliates ("Grantee"), a (LLC)
(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: 221-25

Request: On Monday, December 15, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

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 Hyperfiber of Washington, LLC d/b/a Ripple Fiber.

Council discussed the item briefly with staff.

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

- *Mitzi McMahan, Puyallup, WA*

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

Motion by Councilmember Stober, seconded by Councilmember Hansen, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4526.

15. Right-of-Way Telecommunications Franchise Ordinance Agreement for Forged Fiber 37 LLC

AN ORDINANCE relating to management of the public rights-of-way, granting to Forged Fiber 37, LLC, a Delaware limited liability company ("Grantee"), 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. Grantee and City are sometimes collectively referred to as the "Parties."

Staff Report: 222-25

Request: On Monday, December 15, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

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 Ordinance Agreement for Forged Fiber 37 LLC.

Council discussed the item briefly with staff.

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

- *Meridee Pabst, Washougal, WA*

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

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4527.

Communications

A. From the Council

Ending Community Homelessness Organization (ECHO) Letter in Support of State Funding for Homelessness Response

Jamie Spinelli, Homeless Response Manager, provided information about the Ending Community Homelessness Organization (ECHO) Letter in Support of State Funding for Homelessness Response. The Council discussed the letter.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approval of endorsement of the letter in support of state funding for homelessness response.

B. From the Mayor

C. From the City Manager

Homeless Situation Report

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

Community Forum

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

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

- Marsha Joslin, Vancouver
- Rachael Ross, Vancouver
- Debra Taylor, Vancouver
- Bruce Barnes, Vancouver

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

Adjournment

9:36 p.m.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

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

From: Alex Luna
To: City Council
Subject: Supporting Walkable Neighborhoods in Comprehensive Plan
Date: Monday, December 15, 2025 1:40:01 PM

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

Good Afternoon Councilors,

I am writing to express my strong support for the preferred alternative in the ongoing Comprehensive Plan update. As a resident of Vancouver's Lincoln Neighborhood, I believe this plan represents a forward-thinking vision for our community—one that prioritizes people, connectivity, and inclusivity.

Specifically, I am encouraged by the focus on creating more walkable neighborhoods, expanding bike-friendly pathways, and developing inner-neighborhood spaces where residents can gather and connect. These initiatives are essential for fostering a stronger sense of community, improving public health, and making our city a more livable place for everyone.

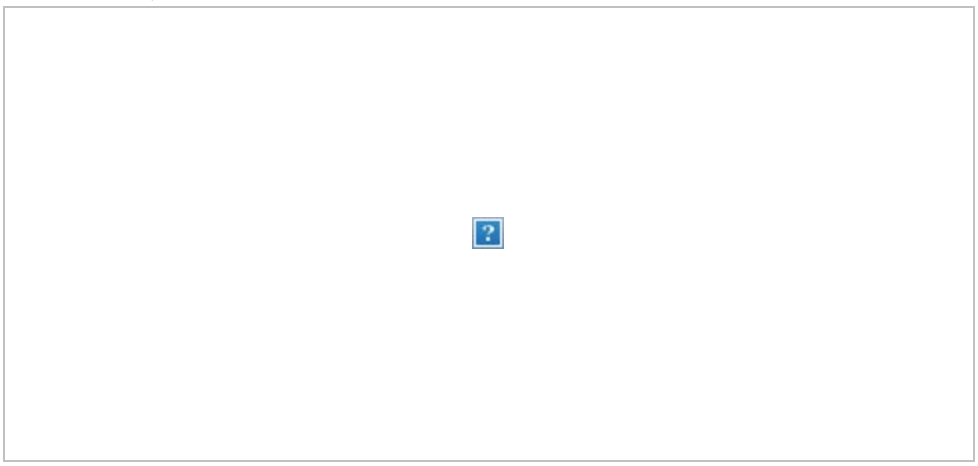
Thank you for your hard work and dedication to shaping a better future for our city.

Warmly,
Alex Luna

From: keeney.sh@gmail.com
To: "Janet Keeney"; Kennedy, Rebecca
Cc: City Council; Planning Commission; "Rebecca Wright"
Subject: RE: Comments on the Evergreen Highlands Rezoning Project
Date: Monday, December 15, 2025 11:22:16 AM
Attachments: image001.png

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

Rebecca,
I am travelling and will not be in town for the zoning meeting.
I strongly disagree with the proposed medium scale neighborhood zoning on Highland Drive, and in particular I don't understand why the south side of Highland Dr between Burdick and Andresen has been included (radically changing the zoning mid-block on Burdick). Would my neighbor would be able to build a 5 story building up to 75 feet next to my lot — with no street in-between. Below is a rendering of my understanding of what could be built over our backyard. Please advise if I am mistaken and what I can do to voice my perspective if I am not in town this week.
Best regards,
Scott Keeney



-----Original Message-----
From: Janet Keeney
Sent: Tuesday, December 9, 2025 6:47 PM
To: rebecca.kennedy@cityofvancouver.us
Cc: Scott Keeney ; council@cityofvancouver.us; planningcommission@cityofvancouver.us; Rebecca Wright
Subject: Comments on the Evergreen Highlands Rezoning Project
Hello Rebecca,
I am writing to comment on the proposed rezoning in my neighborhood, Evergreen Highlands.
I strongly disagree with the proposed medium scale neighborhood zoning on Highland Drive, and in particular I don't understand why the south side of Highland Dr between Burdick and Andresen has been included (basically changing mid-block on Burdick). Creating different intensities of use can create a broad range of issues. My neighbor would be able to build a 5 story building up to 75 feet next to my lot — with no street in-between Could you please enlighten me on the logic behind this particular change.
I am unable to attend the December 15th meeting, but I am upset about this process. We moved here because it was a quiet, residential neighborhood and changing to 5 story buildings is a radical

change.
I look forward to hearing from you.
Janet Keeney
[redacted]
Vancouver, WA 98661

From: Vaughna Cochenour
To: City Council
Subject: Fwd: Southcliff Geotechnical Concerns & Proposed Preferred Alternative
Date: Monday, December 15, 2025 10:21:04 AM
Attachments: December 15 2025 Vaughna Cochenour.pdf

You don't often get email from vaughnacochenour@gmail.com. Learn why this is important

---------- Forwarded message ---------
From: **Vaughna Cochenour** [redacted]
Date: Mon, Dec 15, 2025 at 10:18 AM
Subject: Southcliff Geotechnical Concerns & Proposed Preferred Alternative
To: [redacted]

Mayor and Council Members,

I will be in attendance at the meeting this evening, but wanted to submit a significant Geotechnical concern regarding Southcliff and Blanford Canyon.

I hope you will have an opportunity to review prior to the meeting this evening. Apologies for the lateness of this submission, but I hope the geotechnical aspect is being reviewed.

Best regards,
Vaughna Cochenour
[redacted]
Vancouver, WA 98661
[redacted]

December 15, 2025

Dear Mayor and City Council Members,

As you continue your work on Vancouver's Comprehensive Plan, I hope will accept my letter for consideration. Apologies for the lateness in submitting this, but after a recent review of the Proposed Preferred Alternative I have reasonable concerns.

In March 2025, we purchased our home located at 4609 Oregon Drive Vancouver, WA 98661. We were unaware of the Comprehensive Plan at the time, which would have been helpful given we sold our rural property in Oregon in part due to an ill proposed 151 acre subdivision within a few yards of our property. For the past two years, I have volunteered along with concerned citizens in Oregon to oppose the development, and we recently won a LUBA appeal.

Of significant concern for Vancouver's Comprehensive Plan and the Proposed Alternative Map, is the middle housing on lots located in the Southcliff neighborhood and particularly those adjacent to Blanford Canyon. A survey of our lot found it extends into Blanford Canyon, and in that area the ground is extremely soft. I can only assume there is the likelihood of geotechnical issues, and I hope the Planning Department has taken this under serious consideration. I question if the Planning Department has completed a geotechnical study for all lots adjacent to Blanford Canyon and if not, I would hope you require this before approving their preferred plan.

Beyond the geotechnical challenges, I am surprised and dismayed at the thought of historic neighborhoods being recklessly dismantled to make room for density. I understand and support creating necessary housing units and affordable housing in appropriate locations. However, I would ask that you strongly protect and preserve neighborhoods that hold Vancouver's history. These neighborhoods were carefully designed and supported by Vancouver Housing Authority, local government, and residents. Not preserving these is an incredible loss to our city and its residents.

Thank you for your time.

Vaughna Cochenour

[redacted]

Vancouver, WA 98661

[redacted]

[redacted]

From: Heidi Cody
To: City Council
Subject: ACE letter supporting preferred land use map
Date: Monday, December 15, 2025 8:00:47 AM
Attachments: image001.png
12.15.25 ACE Preferred Land Use Map comment.rev.docx.pdf

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

Good morning,

Attached please find the slightly longer version of Alliance for Community Engagement (ACE) SW WA's letter supporting the City of Vancouver's preferred land use map. We will read a three minute version of this tonight. Thank you for your ongoing work.

Sincerely,

Heidi Cody

Heidi Cody (she/her)
SW WA Field Manager
Washington Conservation Action
ACE Coalition Manager
Evergreen Workers Union: Member of
Communications Workers of America Local 7800
[redacted]
Web www.waconservationaction.org
[redacted], Seattle, WA 98101

December 15, 2025

Alliance for Community Engagement (ACE) SW WA

Dear Mayor McEnerny-Ogle, Vancouver City Council and planning staff,

Thank you for the extensive work and community engagement invested in the update to Vancouver's Comprehensive Plan. Alliance for Community Engagement (ACE) SW WA is a coalition of environmental, social justice, and environmental justice organizations, including Washington Conservation Action, Columbia Riverkeeper, Sierra Club Loo Wit, Vancouver Metro LULAC 47026, Friends of the Columbia Gorge, Friends of Clark County, Washington and Oregon Physicians for Social Responsibility, and Vancouver Audubon. Our members live, work, and organize across Vancouver. We appreciate the City's commitment to equity, public involvement, and a holistic vision for a healthy community.

ACE supports the City's preferred land use alternative map as the most equitable and climate-responsible approach to meeting Vancouver's projected need for 38,000 new homes by 2045. Distributing equitable housing growth across the entire city, rather than concentrating density in a limited number of neighborhoods, advances fairness, reduces displacement pressures, and better aligns with environmental justice principles.

ACE believes that no area of the city should prohibit middle housing. Allowing a diversity of housing types citywide supports affordability, enables multi-generational living, and ensures that all neighborhoods contribute to meeting community needs. At the same time, we recognize the importance of context-sensitive implementation, including case-by-case consideration where protecting significant natural assets like mature trees or critical habitat provides clear public benefit.

We appreciate that the preferred alternative integrates housing, businesses, and services in ways that reduce vehicle miles traveled, shorten commute distances, and improve access to daily needs. These land use strategies are essential to cutting greenhouse gas emissions and improving air quality, particularly for communities that have historically borne the greatest environmental burdens.

As the City moves forward, ACE urges the City of Vancouver to clearly articulate that all new development should meaningfully reduce its carbon footprint and maximize the use of renewable and natural resources. This includes prioritizing high-performance building standards; advancing green building codes and energy efficiency; solar readiness and on-site

solar generation where feasible; exploring urban wind energy opportunities; water efficiency; passive design strategies and low-carbon construction practices. Embedding these expectations into the Comprehensive Plan will help ensure that future growth aligns with Vancouver's climate commitments and long-term public health goals.

We strongly align with the Southwest Washington Equity Coalition's call for affordable housing everywhere, for everyone. Housing costs in Vancouver continue to rise faster than population growth, disproportionately impacting low-income households and communities of color. A comprehensive approach to affordability paired with equitable land use policies is essential to preventing displacement and fostering inclusive growth.

We commend the City for explicitly centering equity in its Climate Action Framework. Vancouver's most climate-exposed neighborhoods including Fruit Valley, Fourth Plain Boulevard, East 18th Street, and East Mountain View are areas where poverty, high renter populations, limited English proficiency, and environmental risks overlap. Prioritizing these communities for tree retention and expansion, improved water quality, green infrastructure, and climate resilience hubs is both equitable and necessary. Directing early investments to the neighborhoods facing the greatest cumulative impacts will deliver the greatest public benefit.

Finally, ACE would like to share a positive development that reinforces the importance of data-driven climate policy. The Washington Department of Ecology recently installed four additional SensWA air quality monitors in Vancouver, completing the set of five monitors promised to the city through Ecology's Overburdened Communities air monitoring program. This expanded monitoring network will provide critical data to evaluate emissions reduction strategies and protect public health. ACE has actively advocated for and tracked this commitment for over three years. We are delighted to share this news with you.

Thank you for your leadership and for the opportunity to comment. We look forward to continued collaboration to ensure Vancouver's Comprehensive Plan delivers equitable, climate-resilient, and healthy communities for current and future generations.

Sincerely,

Alliance for Community Engagement (ACE) SW WA

From: Bianca Gonzalez
To: City Council
Subject: Support for the Preferred Alternative Land Use Map
Date: Monday, December 15, 2025 7:15:17 AM

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

Dear Mayor Anne and Vancouver City Council Members,

I am writing to express my strong support for the Preferred Alternative Land Use Map. This plan is an equitable path forward for Vancouver's growth and development over the next 20 years.

This map offers a vision of shared prosperity and fairness that Vancouver cannot afford to ignore at this stage of our growth.

I support this map because it reflects a community-driven vision, centering the voices of communities of color and others who have historically been excluded from decision-making, ensuring Vancouver's future is shaped by those most impacted. It also creates housing opportunities across the city, distributing affordable homes equitably so families can access safe, stable housing in every neighborhood. Equally important, through its zoning changes, it supports the creation of more living-wage jobs, which strengthens Vancouver's workforce and builds long-term economic resilience for all Vancouver citizens. Together, these elements make the Preferred Alternative Land Use Map the most equitable and common-sense path forward for the future of our city.

I urge you to approve the Preferred Alternative Land Use Map and take this important step toward a more inclusive, sustainable, and thriving city.

Sincerely,

Bianca Gonzalez

Resident of Vancouver- Walnut Grove

From: Jude Wait
To: City Council
Subject: Network of SUPPORT for Preferred Alternative MAP
Date: Sunday, December 14, 2025 8:11:39 PM
Attachments: Support for Pref. Alt. Wellsave-Wait testimony 251215.pdf

You don't often get email from wellsavellc@gmail.com. Learn why this is important

Dear City of Vancouver Council,

Please see the attached letter for the full details (2 pages)

Wellsave, LLC (social-environmental science and natural resource land use experts), alongside community partners, support the Preferred Alternative Map. We submit these comments as public testimony (by remote, in writing due in part to illness).

We agree with SWEC and other community-engaged network** organizations, and appreciate this map for several reasons:

Respectfully submitted,

Jude Wait, Ph.D., MiM

/ Farm and Food Justice Network / Western Institute for Agriculture and Food Security

/ Wellsave, LLC: R&D services in food system justice / social-environmental & natural resource sciences and planning / [redacted]

Public testimony by Jude Wait, Ph.D. / Wellsave, LLC 15 December 2025

Dear City of Vancouver Council,

Wellsave, LLC (social-environmental science and natural resource land use experts), alongside community partners, support the Preferred Alternative Map. We submit these comments as public testimony (by remote, in writing, due in part to illness).

We agree with SWEC and other community-engaged network** organizations, and appreciate this map for several reasons:

1. It distributes housing opportunities across the entire city.
2. It supports economic stability through zoning for more living-wage jobs.
3. It is deeply informed by community voices, especially communities of color and others who have historically been left out of decision-making conversations.

Vancouver's Preferred Alternative approach helps us all adapt to climate change, meet climate action goals, build equitable community resilience, and augment environmental mitigation measures further outlined in Vancouver and Clark County growth management plans. See also the Climate Chapter draft. ****

Additionally, urban agriculture* in many forms deserve a place in many of the zoning categories. For example, several urban farms are along BPA powerline easements, so have no formal physical address. We know several farming and market garden operations in or very near Vancouver. Existing and future food-growing and ecosystem habitat can be cultivated through projects such as greenhouse, nursery, rooftop, backyard gardens, public space community gardens, school and faith-based gardens, and "victory gardens" at no/low income shelter and tiny home projects, for examples. However zoned, new, existing, and densified development should consider incorporating community spaces for food and pollinator habitat. For example, Vancouver is a Bee City USA.***

Importantly, from a Farm and Food Justice Network** perspective, **urban density is essential** to preventing sprawl and losing farmland and other open space or resource lands which remain to be fostered and expanded within various urban-suburban interface, urban growth areas, and rural areas. To benefit the future of food production and agriculture in our region, the County and Cities, especially Vancouver, can partner to pursue voluntary Transfer of Development Rights (TDR) and Purchase of Development Rights (PDR) type incentives***** to help prevent the trends of farmland losses.

Thank you for your considerations, hard work, community engagement, and progress in proposing workable solutions, exemplified in the Preferred Alternative Map.

Respectfully Submitted,
Jude Wait, Ph.D.

NOTES
** Community engagement includes our membership in the Environmental Justice Coalition (EJC) as the **Farm and Food Justice Network,** alongside 14 other organizations to advise Clark County on the new Climate Element of the Growth Management Plan update.

*** Urban Agriculture** "includes farms marketing food in the city, farms located in urban neighborhoods, and producers beyond the city, and urban growth boundaries" (Wait, 2021). We use a broad definition of urban and peri-urban agriculture (UPA) as “production, processing, and distribution activities within and around cities and towns, whose main motivation is personal consumption and/or income generation, and which compete for scarce urban resources of land, water, energy, and labour that are in demand for other urban activities” (Gundel, 2006).'

*** "Vancouver, Washington is officially a Bee City USA, committing to pollinator health by increasing native habitats, reducing pesticides, and educating the public, thanks to a city council vote and efforts from the Vancouver Bee Project,

**** https://clark.wa.gov/media/document/214506 Draft Climate Chapter

***** TDR/PDR, protect rural lands by allowing landowners to move development potential to urban "receiving areas" by selling their development rights for compensation, keeping the land in its highest and best rural and prime agricultural designation rather than conversion to urban pavement.

Sincerely,

Jude Wait, Ph.D., MiM
/ Farm and Food Justice Network / Western Institute for Agriculture and Food Security
/ Wellsave, LLC: R&D services in food system justice / social-environmental & natural resource sciences / wellsavellc@gmail.com
/ Urban Agrifood System Collaborative Action Research Education for BIPOC Community-led Equitable Food-Oriented Development in the Portland-Vancouver Metropolitan Region
/ Wait, J.A. (2021). Resilience of food farming in rapidly urbanizing regions (Ph.D. dissertation)
/ Residing in the homelands of Chinookan and Taidnapam peoples and the Cowlitz Indian Tribe, (aka Vancouver, Washington)
pronouns: they/their

From:	Peter L. Fels
To:	City Council
Subject:	12/15/2025 Agenda item #6 -- Support Preferred Land Use Alternative
Date:	Sunday, December 14, 2025 8:02:13 PM

Peter Fels
[redacted]
Vancouver WA 98663
telephone: [redacted] • [redacted]
RE 12/15/2025 Agenda item #6; Support Preferred Land Use Alternative

Dear Mayor and Councilmembers:
I support the Preferred Land Use Alternative presented to you Monday and urge you to *vote in favor*.
The PLUA does many positive things. It complies with Washington law which does away with single family zoning in favor of allowing multifamily housing in all neighborhoods. It distributes new housing units equitably throughout the City rather than concentrating large apartment buildings in just a few areas of town. By increasing multiuse in centers and corridors it reduces VMTs and makes neighborhoods more complete, with local shopping and transportation available. I believe increased density will also allow neighborhood schools to have an ongoing supply of children, thus eliminating the problem of underpopulated schools in some areas and the need to build new schools in other areas. Overall the PLUA does much to meet Council's priorities and meet future needs.

As noted in the staff report, the PLUA represents significant change in the community and generates fear and concern for some community members. I am privileged to live in a part of town which is currently zoned for single family housing. (There are occasional duplexes but they are barely noticeable and seldom commented on. We also recently have seen the addition of new ADUs, which do not seem to be creating any problems.) When I have suggested to my friends and neighbors that we could accommodate a variety of additional housing such as smaller lots, duplexes, tri- and fourplexes, some have said "but it will change the character of the neighborhood". In my opinion, changes to my neighborhood and other single family zoned neighborhoods will be gradual and will be for the better.
I have seen neighborhoods in this country and others where multifamily housing is intermixed with neighborhood shops and single family housing. Those neighborhoods are comfortable, busy, diverse, interesting and friendly. They are also environmentally less destructive.
As also noted in the staff report, changes will be gradual. What are now single-family dwellings may be converted, but are unlikely to be converted all at once. I think people will get used to the changes. I don't think property values will decrease. Even if some values do not rise as much as they might in exclusive neighborhoods, it is not fair to give that concern greater weight than the need for more affordable housing throughout the city. The PLUA is designed so that more people will be able to afford to live in whatever neighborhood they choose.
Please vote for the Resolution to approve the Preferred Land Use Alternative.
Thank you.

Peter Fels

From: Don Steinke
To: City Council
Subject: I support your preferred alternative zoning map
Date: Sunday, December 14, 2025 7:30:33 PM

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

I write in support of your resolution to adopt the preferred alternative zoning map.

We learn from history, that we don't learn from history.

The possibility of adding housing units in existing developments has been resisted by neighbors every time the issue comes up. And yet after it is done, people say . . . well oh that's ok.

For example, our son lives near 42nd and Stark in Portland, 2 blocks from the famous Peacock Lane and 3 blocks from Laurelhurst Park. Their neighborhood is full of attractive multifamily developments. People resisted them when they were built 60 years ago, but it is still a quiet neighborhood with the same feel. I've never heard any complaints.

In my son's neighborhood, when existing residents die of old age, people complain about the young people moving in and changing the neighborhood. People don't like change. They expect their neighborhood to stay the same forever. But that has never happened anywhere . . . anytime in history.

Our son got lucky, but many if not most young families can't afford to live near where they grew up.

Sprawl is not a good option. It forces young families to own two cars and drive longer distances for nearly everything. That in turn increases the cost of building and maintaining our streets and roads.

Our medical assistants, reporters, librarians, grocery clerks, and food service workers should be able to live in the city they work in.

The GMA requires us to plan for 38,000 more housing units as infill development if possible and rezoning if not.

The GMA also requires that we develop plans to reduce emissions and miles traveled per capita. It's the law.

Don Steinke

From: Diane Wills
To: City Council
Subject: Comments on land use plan from a Southcliff resident
Date: Sunday, December 14, 2025 6:50:07 PM

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

To the city council:

I understand why this plan is being considered and am sympathetic to the homeless issue and ever-rising cost of housing.

But what upsets me is the city has had a plan to re-develop the Tower Mall location for at least a decade now. I attended a city meeting in early 2016 to provide feedback on the preferred alternatives for Tower Mall development. I marked as my preferred alternative the plan that added a lot more housing. We were told construction would start in a couple of years. 10 years later and the only development that has happened there is a children's cycling park.

If you can't keep a promise to redevelop the Tower Mall location, why are you ruining our Southcliff neighborhood? I bought into this neighborhood with the intention of planting native trees and providing a small oasis for wildlife in my large yard, and have already planted several trees that, over the years, should grow very large. Now all my work is for naught.

I did look at the preferred alternatives, and of all the alternatives listed, the preferred alternative is by far the best (or, the "lesser of evils"). The first alternative adds a lot less housing in areas near Mill Plain and McGillivray but adds mixed-use development to parts of Southcliff which I find very undesirable, and similarly for the second alternative. I am strongly against both of the alternatives, so if you move forward with the plan to redevelop Southcliff and Vancouver in general, I prefer the preferred alternative.

However I would prefer you keep Southcliff untouched, or, at worst, just mark the properties that border Mill Plain for medium-scale housing. I know at least three neighbors whose homes border Mill Plain who would like the opportunity to redevelop their land for medium-scale housing, whereas the other neighbors want to keep the character of the neighborhood the same. If just the Mill-Plain-bordering lots are zoned for medium-scale housing, I feel that will minimize the effects on the neighborhood as a whole and I could live with that (my home faces one of those homes bordering Mill Plain and is next door to another one; I could live with those lots being redeveloped into apartments/condos/etc.).

Diane Wills
[redacted]
Vancouver, WA

From: Veronica Christie
To: City Council
Subject: Public Comment: Preferred Alternative Land Use Map
Date: Sunday, December 14, 2025 1:47:12 PM

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

Dear City Council,

Recently, I felt both moved and reassured by the high-level information shared by Rebecca Kennedy and Siobhana Ewen (through SWEC) recently regarding the City of Vancouver's commitment to equity and to improving opportunity and quality of life for its residents.

It is expected that growth in Vancouver's population will continue. Managing it thoughtfully over the next 20 years, rather than reacting overnight, allows the city to avoid urban sprawl and incompatible development. As a resident, I experience some of the consequences of inaccessibility. Such as... I often drive friends to meet basic needs, such as grocery runs or to participate in recreational activities, because the current landscape and transportation options do not fully support them, as they do not own their own vehicles. I have also witnessed the growing scarcity of housing and how it contributes to our homelessness crisis, especially noticing the increased homelessness around Clark County's Superior Court and the Amtrak Train Station. Increasing housing availability can fundamentally improve lives by creating stability and access.

By taking care of our people and better foundationalizing their independence by increasing opportunities, we strengthen our ability to care for one another, fostering a true sense of community. This sense of connection erodes when people are forced into survival mode because their basic needs are unmet. We have the opportunity to better equip our people for the success we all need - so let's do it!

Ultimately, as a resident of Vancouver, I support the Alternative Land Use Map as part of the Comprehensive Plan 2045. This plan represents an ethical and intentional path to better serve the people who love Vancouver and want to belong here.

--
Wanna talk about it? Schedule time with me here
Strength Through Support:
Nonprofit Service Offerings
Music Clinics, Recordings, and Ensemble Management

--
Communication & Response Disclaimer
I believe in dismantling urgency culture and creating work environments that prioritize thoughtfulness, sustainability, and well-being. While I do receive and appreciate every message, I may not respond immediately. I take the time needed to provide clear and intentional responses that reflect the care I put into all my work.
If your message is time-sensitive, feel free to note that—and I'll do my best to prioritize accordingly. Otherwise, you can expect a response within a reasonable timeframe that supports both your needs and a healthy, sustainable workflow.

Privacy & Confidentiality
Any information you share via email or direct message is treated with care and discretion. I maintain a commitment to confidentiality and will not disclose sensitive details without your express permission. Likewise, I ask that you treat any communications, documents, or shared materials from me as confidential unless explicit consent is given to share them. This mutual respect for privacy supports trust, transparency, and integrity in how we work together.
Thank you for honoring a more mindful and collaborative pace—and for upholding mutual respect in our communications.

♫♫Love Music? Check this out: Ruby Ibarra - Bakunawa

Veronica Tyler Christie
she/her/blerd
Nonprofit Business Administration
Chromatic Brass Collective - Performance Member
MAGFest Board of Directors - President
Bass Trombonist on good days
Schedule time with me here

[redacted]
[redacted]
Portland Metropolitan Area

From: Tom Paulu
To: City Council
Subject: Our Vancouver - Preferred Alternative Map
Date: Sunday, December 14, 2025 7:33:36 AM

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

To: Vancouver City Council members and staff

I am not able to attend the Dec. 15 Vancouver City Council meeting but I would like to comment on the proposed Comprehensive Plan and revised land use zones. Adopting them appears to be a foregone conclusion.

I understand that the goal is to provide more housing opportunities for lower costs. However, many residents who live in houses in what used to be called “single-family” zones will likely not be happy when they find out what it means for their neighborhoods.

My street, West 38th, is now zoned for low-density residential. According to the plan’s “Preferred Alternative,” my neighborhood will become a “medium-scale neighborhood”where five-story buildings will be allowed.

I have lived in rental units for much of my life and I appreciate the need for them. Once I was able to live in a house, I assumed that there wouldn’t be a five-story apartment next door. I expect that future city council members and city staff will start hearing numerous complaints if such buildings arrive.

Thank for this opportunity to comment.

Tom Paulu
Lincoln neighborhood

From: Diana Luis-Contreras
To: City Council
Subject: Land Map
Date: Saturday, December 13, 2025 2:27:39 PM

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

I support the map and for a better Vancouver.

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Adopt the preferred alternative plan
Date: Monday, December 15, 2025 12:28:26 PM

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

-----Original Message-----
From: Tonya Enger <[redacted]>
Sent: Monday, December 15, 2025 12:26 PM
To: City Council <council@cityofvancouver.us>
Subject: Adopt the preferred alternative plan

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Council,

Please accept the preferred alternative land use plan for the Vancouver comp plan. Increased density and zoning for walkable cities is going to be crucial for expanding quality of life, equity, and smart planning for a future in consideration of climate change and population growth.

Increased density and zoning for businesses in every neighborhood decrease our reliance on fossil fuels and expand the efficiency of resource use. By allowing businesses in neighborhoods we increase the opportunity for thriving and accessible use of city space while increasing the walkability and equity.

As Vancouver currently is planned for land use - we are extremely dependent on automobiles and fossil fuels- walk ability is low and there is little incentive for folks to invest in their own neighborhoods. When we have few opportunities to convene shorter distances to our homes and neighborhoods - community building is stifled and we become more isolated and dependent on fossil fuels.

Please accept the Preferred Alternative Land use plan for Vancouver and allow Vancouver to join the 21st century with smart land use and density planning.

Thank you.
Tonya Enger
Northwood neighborhood.

Sent from my iPhone

From:	Dollar, Sarah
To:	Dollar, Sarah
Subject:	FW: Vancouver City Council: Approving the Preferred Alternative Land Use Map for the Comprehensive Plan
Date:	Monday, December 15, 2025 12:06:21 PM

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: Emily Borden <[redacted]>
Sent: Friday, December 12, 2025 6:12 PM
To: City Council <council@cityofvancouver.us>
Subject: Vancouver City Council: Approving the Preferred Alternative Land Use Map for the Comprehensive Plan

You don't often get email from emilymborden@gmail.com. Learn why this is important

Dear Council,
I live two blocks from the mini-homes/transitional housing on Esther Street and Evergreen. When they were built I was concerned about a possible negative impact in the surrounding neighborhood.

There has been no impact. In fact, on the rare occasion I encounter someone living there they are very polite and considerate. If anything, it seems that crime has gone down.

We must not give in to these unfounded fears and help the people who need it!

Thank you for your consideration,
Emily Borden

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Iron Partners Prperty LLC b [SWBE-PDX.FID4771547]
Date: Monday, December 15, 2025 12:05:18 PM
Attachments: image002.png
image003.png

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: Horenstein, Stephen W. <[redacted]>
Sent: Friday, December 12, 2025 3:58 PM
To: City Council <council@cityofvancouver.us>
Subject: FW: Iron Partners Prperty LLC b [SWBE-PDX.FID4771547]

Please forward to each council member.

Stephen Horenstein

[redacted]

Shareholder
[redacted]

Schwabe

From: Horenstein, Stephen W.
Sent: Friday, December 12, 2025 3:45 PM
To: Kennedy, Rebecca <rebecca.kennedy@cityofvancouver.us>
Cc: Erik Paulsen [redacted]
Subject: Iron Partners Prperty LLC b [SWBE-PDX.FID4771547]

Hi Rebecca,

As we recently discussed, we represent Iron Partners LLC, a real estate entity owned by former principals of Oregon Ironworks. This property is located within Columbia Business Center but is owned separately from the Killian Pacific entities.

I have attached a picture of our client's fabrication building and one of the three parcels owned outside of and adjacent to this building, used as lay down space. I've also attached links to the property fact sheets from Clark County, GIS, each of which shows the location of the parcels.

As I indicated, our client does not object to the application of the Regional Activity Center comprehensive plan designation to its property, SO LONG AS its use as an industrial fabrication facility continues for as long as it its owners choose to and without at any point becoming a nonconforming use.

We understand that as part of the application of the Regional Activity Center plan designation to the remainder of CBC, an industrial overlay zone will be simultaneously applied to protect industrial activity unless and until requests are made to remove particular buildings or areas within CBC from that overlay. This also works for the Iron Partners properties and any such request for those properties is likely many years in the future, if ever.

If for some reason the industrial overlay zone is delayed beyond the application of the RAC to all of the properties within CBC, we will want to protect the current industrial zoning for Iron Partners as a protected use to avoid any gap in permitted land uses on the Iron Partners properties. We will monitor closely the process as it goes forward and reach out to you if we become concerned about this.. Please do provide us documentation for the RAC and industrial overlay as it becomes available

Thanks in advance for all your cooperation on this... Steve

https://gis.clark.wa.gov/gishome/propertyReports/?account=31087005
https://gis.clark.wa.gov/gishome/propertyReports/?account=31074005

https://gis.clark.wa.gov/gishome/propertyReports/?account=37763000

Stephen Horenstein

Shareholder
[redacted]

Schwabe

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05/31/2023

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Comments on the Evergreen Highlands Rezoning Project
Date: Monday, December 15, 2025 11:57:21 AM
Attachments: image001.png

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: Janet Keeney [redacted]
Sent: Tuesday, December 9, 2025 6:47 PM
To: [redacted]
Subject: Comments on the Evergreen Highlands Rezoning Project

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello Rebecca,

I am writing to comment on the proposed rezoning in my neighborhood, Evergreen Highlands.

I strongly disagree with the proposed medium scale neighborhood zoning on Highland Drive, and in particular I don't understand why the south side of Highland Dr between Burdick and Andresen has been included (basically changing mid-block on Burdick). Creating different intensities of use can create a broad range of issues. My neighbor would be able to build a 5 story building up to 75 feet next to my lot — with no street in-between Could you please enlighten me on the logic behind this particular change.

I am unable to attend the December 15th meeting, but I am upset about this process. We moved here because it was a quiet, residential neighborhood and changing to 5 story buildings is a radical change.

I look forward to hearing from you.

Janet Keeney
[redacted]
Vancouver, WA 98661

Why these lots zoned for medium scale - 5 story 75 foot building

While these lots that are not separated by a street or alley remain zoned low scale neighborhood.

From:	Dollar, Sarah
To:	Dollar, Sarah
Subject:	FW: Written Comment for 12/15 Council Meeting: Support for Equity Priorities in the Comprehensive Plan
Date:	Thursday, December 11, 2025 4:56:44 PM
Attachments:	City Council 12_15 Written Comment_OWI Education Services.pdf

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: Abby Hollopeter [redacted]
Sent: Thursday, December 11, 2025 11:52 AM
To: City Council <council@cityofvancouver.us>
Subject: Written Comment for 12/15 Council Meeting: Support for Equity Priorities in the Comprehensive Plan

You don't often get email from abbyh@odysseyworld.org. Learn why this is important

Dear Vancouver City Council,

Odyssey World International Education Services— a Black women–led nonprofit advancing social, racial, and economic justice in Vancouver— strongly supports the priorities in the Preferred Alternative Map.

What we heard from community members:
This spring, we engaged over 50 underserved and underrepresented residents about the Comprehensive Plan. Their priorities were clear and consistent:

- Affordable housing across **all** neighborhoods
- Reliable transportation
- Access to essential services (childcare, healthcare, groceries)
- Quality jobs and pathways to homeownership

Our key recommendations:

- Equity must guide the Plan: All types of housing should be available in every neighborhood, not only along major corridors.
- Grow where services already exist: Areas with strong access to schools, parks, transit, and healthcare are appropriate for added housing and job growth.
- Protect and expand family-supporting jobs: Land-use policies should make space for industries like manufacturing and production that provide stable employment without requiring advanced degrees.

Vancouver must be inclusive, resilient, and full of opportunity for all residents. A full

version of our comment is attached.

Thank you for your commitment to building a more equitable and welcoming city.

Sincerely,

Abby Hollopeter (she/her)
Community Impact Coordinator
Odyssey World International Education Services
[redacted]
www.odysseyworld.org

Odyssey World
International Education Services

www.odysseyworld.org
[redacted]

Dear Vancouver City Council,

We continue to strongly support the priorities outlined in the Preferred Alternative Map developed by City Planning Staff—including expanded housing in high-opportunity areas, increased availability of affordable housing types, improved access to transit and essential services, and more job opportunities for **all** residents as Vancouver grows in the coming years.

Odyssey World International Education Services—a Black women–led nonprofit in Vancouver advancing social, racial, and economic justice—is well positioned to advocate for these essential elements of the Comprehensive Plan. This spring, we engaged more than 50 underserved and underrepresented community members in conversations about the Plan to ensure their priorities were represented. What we heard aligns with what we experience every day: Vancouver residents need better access to affordable housing, reliable transportation, good jobs, essential services, and pathways to homeownership. These fundamental building blocks of a thriving life remain out of reach for many.

The Comprehensive Plan must advance equity, and equity requires that all types of residents have access to housing in every neighborhood—not only along major corridors. Thoughtful growth planning creates a city that truly welcomes everyone. Expanding housing and jobs, paired with access to grocery stores, childcare, healthcare, and other essential services, will strengthen an inclusive and resilient Vancouver. Because every neighborhood will need to evolve to meet the city's housing and job targets, we believe areas already well served by schools, parks, healthcare, transit, and other critical services are especially appropriate for this growth.

Finally, equity also means ensuring access to quality, family-supporting jobs– such as those in manufacturing and production– that do not require advanced degrees. A land-use plan that makes room for these opportunities will help Vancouver remain a place of prosperity and upward mobility for all.

Thank you for your continued commitment to building a more equitable and inclusive Vancouver.

Sincerely,

Odyssey World International Education Services

December 15, 2025
Odyssey World International Education Services

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Comments Regarding LTAC Findings and Ethics Code Clarification
Date: Thursday, December 11, 2025 4:52:06 PM

Good afternoon Council,

Please see the below comment from a community member regarding an item on the agenda from this Monday. I will add this to the testimony for 12/15 since it was received after the noon deadline.

Thanks,

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: Jesscia Cole [redacted]
Sent: Monday, December 8, 2025 4:25 PM
To: City Council <council@cityofvancouver.us>
Subject: Comments Regarding LTAC Findings and Ethics Code Clarification

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

Dear Mayor and Members of the Vancouver City Council,

I am writing to express my support for the findings that absolve Councilor Harless of any wrongdoing in her role as LTAC Chair. Regarding the question of whether she avoided the appearance of impropriety, it is clear that she consulted with the City Attorney's Office and followed the guidance she was given. Based on that, I do not believe there was any misconduct on her part.

This situation, however, highlights the need for clearer guidance. It may be worthwhile for the city to update or clarify its ethics code so that councilors and community members have a shared understanding of what is expected in similar situations moving forward. Doing so could help prevent confusion, avoid unnecessary investigations, and reduce associated costs for the city.

Although I am not a Vancouver resident, I have attended Battle Ground LTAC meetings, am familiar with the process and intent behind LTAC reimbursement programs, and

have also attended multiple Vancouver events supported by LTAC funds (though not the one currently in question). I also want to reaffirm the purpose of LTAC reimbursement funding: to support organizations in hosting events that generate economic activity—benefiting local hotels, small businesses, and tourism-related services, rather than providing revenue to the organizations themselves.

Thank you for your time and for your continued service to the community.

Sincerely,
Jessica Cole

Staff Report: 001-26

To: Mayor and City Council
From: City Manager
Date: January 5, 2026

Subject
Contract Amendment — Increase in Purchasing Fuel from Wilson Oil - Contract C-101853

Key Points

- The City contracts with Wilson Oil Inc. under Contract C-101853 for purchasing unleaded and renewable diesel.
- The City uses on average 275,000 gallons of unleaded and 165,000 gallons of renewable diesel annually.
- Purchases from this contract will exceed the current purchasing threshold of $1,750,000.
- This contract, originally set to expire on December 23, 2025, was extended through December 31, 2027 via Amendment No. 6.

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

Present Situation
The threshold established earlier this year reflected the original contract end date of 12/23/25. With the extension to 12/31/27, the spending threshold must be revised to include fuel purchases for an additional two years.

Advantage(s)

1. This contract allows for purchasing renewable diesel fuel that will reflect the Council's direction toward sustainability.
2. The approval for continued use of this contract will enable Fleet Services to order fuel while taking advantage of this contract's competitive pricing.

Challenge(s)
None

Budget Impact
The City will stay within the current authorized budget.

Prior Council Review
Consent Agenda - Staff Report 033-25 - February 25, 2025

Action Requested
On Monday, January 5, 2025, authorize the City Manager, or designee, to finalize and execute a

contract amendment with Wilson Oil, Inc. to increase the current contract threshold from $1,725,000 to $3,500,000 for purchasing unleaded and R99 renewable diesel fuels.

Staff Contact

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

Attachments:

1. Amendment 6
2. Amendment 5
3. Amendment 4
4. Amendment 3
5. Amendment 2
6. Amendment 1
7. PO Sample
8. C-101853
9. Contract - No. 9519

Amendment to State of Oregon Price Agreement

This is Amendment No. 6 to Price Agreement No. 9519, effective December 31, 2019, as amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services – State Procurement Services ("DAS – SPS"), and Wilson Oil Company (Contractor). This Amendment becomes effective on the latest date signed by the parties below.

AMENDMENT

The parties agree:

1 The Price Agreement is extended 2 years creating a new expiration date of December 31, 2027.

2 Except as expressly amended above, all other terms and conditions of the Price Agreement, including as previously amended, are still in full force and effect. Contractor certifies the representations, warranties, and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

3 Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

3.1 The number set forth in the Price Agreement is Contractor's correct taxpayer identification number; and

3.2 Contractor is not subject to backup withholding because:

3.2.1 Contractor is exempt from backup withholding,

3.2.2 Contractor has not been notified by the IRS that Contractor is subject to backup withholding because of a failure to report all interest or dividends, or

3.2.3 the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

4 For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:

4.1 All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and

4.2 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and

4.3 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

4.4 Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5 In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint

venture, as well as certifications of the above statements as to any general partner or joint venture signing this Amendment.

Signatures:

Contractor: Wilson Oil Company

Signature: _____ Date: 12-4-25

Printed Name, Title: Robert Lawrence, Sales Ops Specialist

Federal Tax ID: 91-0873302 Oregon Tax ID: 30001800

State of Oregon by and through DAS – SPS:

Signature: Brent Lutz Digitally signed by Brent Lutz Date: 2025.12.04 14:10:53 -08'00' Adobe Acrobat version: 2025.001.20918 Date: 12/4/25

Printed Name, Title: State Procurement Services Manager

Exempt from legal sufficiency pursuant to OAR 137-045-0050 (2).

Amendment to State of Oregon Price Agreement

This is Amendment No. 5 to Price Agreement No. 9519, effective December 31, 2019, as amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services, and Wilson Oil Company (Contractor). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (Amendment Effective Date).

RECITAL

The purpose of this Amendment is to enhance the specification requirements to properties of R99 Renewable Diesel Fuel supplied in bulk quantities to all Oregon State agencies and current OrCPP members. This enhancement addresses the negative effect of gelling experienced during the colder months of the year.

AMENDMENT

The parties agree:

1 The Price Agreement is amended as follows:

1.1 All Deliveries of R99 Fuel must meet a MAXIMUM Cloud Point Value of -19C **(-2F)** at the point of delivery. The use of standard, cloud-point depressing additives to achieve this specification is permitted.

1.2 This Specification becomes effective on deliveries to destination on or after **October 1, 2024**.

1.3 WAIVER NOTE: Contractor may disregard this requirement if a mutual agreement is achieved, in writing, between the Authorized Purchaser and Contractor.

2 Except as expressly amended above, all other terms and conditions of the Price Agreement, including as previously amended, are still in full force and effect. Contractor certifies the representations, warranties, and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

3 Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

6.1. The number set forth in the Price Agreement is Contractor's correct taxpayer identification number; and

6.2 Contractor is not subject to backup withholding because:

6.2.1 Contractor is exempt from backup withholding,

6.2.2 Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or

6.2.3 the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

6.3 For a period of no fewer than six calendar years preceding the Amendment Effective

Date, Contractor has faithfully complied with and is not in violation of:

6.3.1 All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and

6.3.2 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and

6.3.3 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

6.3.4 Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.4 In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venture signing this Amendment.

Signatures:

Contractor: Wilson Oil Company

Signature: _____ Date: 12-8-25

Printed Name, Title: Rob Lawrence, Sales Ops Specialist

Federal Tax ID: 91-0873302 Oregon Tax ID: 30001800

State of Oregon by and through its Department of Administrative Services – Procurement Services:

Signature: Brent Lutz Digitally signed by Brent Lutz Date: 2025.12.08 15:32:03 -08'00' Adobe Acrobat version: 2025.001.20918 Date: 12/8/25

Printed Name, Title: State Procurement Services Manager

Exempt from legal sufficiency pursuant to OAR 137-045-0050 (2).

Amendment No. 4 to Price Agreement No. 9519

This is Amendment No. 4 to Price Agreement No. 9519, executed December 31st, 2019 and amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and Wilson Oil Company [Contractor]. This Amendment becomes effective on the last date signed by the authorized principles below.

This Amendment changes the reference tables published daily by OPIS for the Contractor to use as the baseline costs when calculating a final price given to the authorized purchasers utilizing this agreement. The new table used for each respective fuel offered by the Contractor is identified in the heading description of the fuel containing the words: "WITH CAR COST". Below is an Example of the proper table use for E10 Unleaded Gasoline:

PORTLAND, OR ***2023-12-07 10:00:14 EST***

*****OPIS CONTRACT BENCHMARK FILE*****
*****OPIS GROSS CBOB ETHANOL(10%) PRICES WITH CAR COST ** 9.0 RVP***

.....

UBD RACK AVG 223.65 244.53 257.26

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

CONTRACTOR – Wilson Oil Company

By: CHRIS NATION
Title: GENERAL MANAGER RELIABILITY SVC
Date: 12.21.2023

DAS – PS

By: Brent Lutz
Digitally signed by Brent Lutz
Date: 2023.12.21 15:00:45 -08'00'
Adobe Acrobat version: 2023.006.20380
Title: Procurement Operations & Sourcing Manager
Date: 12/21/23

Approved for Legal Sufficiency pursuant to O.R.S. 137-045-0050

DAS
DEPARTMENT OF ADMINISTRATIVE SERVICES
ENTERPRISE GOODS & SERVICES

Amendment No. 3 to Price Agreement No. 9519

This is Amendment No. 3 to Price Agreement No. 9519, executed December 31st, 2019 and amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and Wilson Oil Company [Contractor]. This Amendment becomes effective on the last date signed by the authorized principles below.

Therefore, as allowed in Section 1.5 of the Price Agreement, this Amendment extends the term for two years reflecting a new expiration date of December 31, 2025.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

CONTRACTOR – Wilson Oil Company

By: CHRIS NATION
Title: GENERAL MANAGER RELIABILITY SVC.
Date: 11/13/2023

DAS – PS

By: Brent Lutz
Digitally signed by Brent Lutz
Date: 2023.11.14 10:12:29 -08'00'
Adobe Acrobat version: 2023.006.20320
Title: Procurement Operations & Sourcing Manager
Date: 11/14/23

Approved for Legal Sufficiency pursuant to O.R.S. 137-045-0050

Amendment No. 2 to Price Agreement No. 9519

This is Amendment No. 2 to Price Agreement No. 9519, executed December 31st, 2019 and amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and Wilson Oil Company [Contractor]. This Amendment becomes effective on the last date signed by the authorized principles below.

Therefore, as allowed in Section 1.5 of the Price Agreement, this Amendment extends the term for two years reflecting a new expiration date of December 31, 2023.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

CONTRACTOR – Wilson Oil Company

By: CHRIS NATION
Title: REGIONAL SALES MANAGER
Date: 12/9/2021

DAS – PS

By: Darwin Kumpula Digitally signed by Darwin Kumpula Date: 2021.12.15 16:40:39 -08'00'
Title: Deputy Chief Procurement Officer
Date: 15-Dec-2021

Approved for Legal Sufficiency pursuant to O.R.S. 137-045-0050

Amendment No. 1 to Price Agreement No. 9519

This is Amendment No. 1 to Price Agreement No. 9519 executed December 31, 2019 and amended from time to time between the State of Oregon ("State"), acting by and through its Department of Administrative Services – Procurement Services ("DAS-PS") and Wilson Oil Company ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

Amendment No. 1 modifies the original price agreement by ADDING the paragraph below to Section 2.14 and numbered 2.14.5. This paragraph addresses the allowable action(s) taken by State officials, Authorized Purchasers or other designated personnel in the event a state of emergency is declared within the State.

2.14.5 Declaration and Emergency Response: The Governor of the State has the authority to declare a state of emergency pursuant to ORS Chapter 401. The Governor also has the authority to declare an energy resources emergency pursuant to ORS Chapter 176. The Oregon Department of Energy ("ODOE"), pursuant to ORS Chapter 176, has developed an Oregon Fuel Action Plan ("Plan") to address such emergencies consistent with the Governor's emergency authorities. This Plan is accessible through the following link: https://www.oregon.gov/energy/safety-resiliency/Documents/Oregon-Fuel-Action-Plan.pdf. In the event of a declared emergency, Supplier acknowledges the Governor may delegate authority to ODOE to carry out the Plan or other actions within the Governor's authority. This delegation of authority may include the authority to allocate and control all fuel stockpiles throughout the State. Contractor shall provide services in response to a request from the State made either under the authority of an emergency declared by the President of the United States or the Governor, or in an emergency requiring immediate action prior to a formal declaration.

Except as expressly amended above, all other terms and conditions of the Price Agreement remain in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct.

Approved by Mr. Marc Bocci, Assistant Attorney General via email on July 16, 2021.

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
(360) 487-8433 fax
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Purchase Order Number:	PO-59655
Revision Number:	0
Purchase Order Date:	5/17/22

This Purchase Order number MUST appear on all invoices, packing lists, and correspondence related to this order.

Wilcox and Flegel Fuel Oil Co
PO Box 69
Longview, WA 98632

Submit Invoice To:

City of Vancouver
Jacob Mahan
P.O. Box 1995
Vancouver, WA 98668
Jacob.Mahan@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:

City of Vancouver
Jacob Mahan
Ops Center - Equipment Services
4711 E Fourth Plain Blvd
Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Jacob Mahan / (360) 487-8195 Jacob.Mahan@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	UNLEADED FUEL PURCHASED FOR FIRE STATIONS 4,5,6,9 IN 2021	5327.52	Each	1.00	5,327.52
2	WA STATE CONTRACT MAINTENANCE FEE FOR FUEL DELIVERED TO FIRE STATIONS 4,5,6,9	10.45	Each	1.00	10.45
3	UNLEADED FUEL PURCHASED FOR OPS, VPD HQ, ENGLISH PIT IN 2021	3137.63	Each	1.00	3,137.63
4	WA STATE CONTRACT MAINTENANCE FEE FOR FUEL DELIVERED TO OPS, VPD HQ, ENGLISH PIT	6.1	Each	1.00	6.10
				Subtotal:	**$8,481.70**
				Tax:	**$1.41**
				Total:	**$8,483.11**

Sample

Note to Supplier

The Supply and Delivery of Various Types of Fuel in Bulk Quantities #9519 Contract and Amendments thereto (“Master Contract”) between the Contractor and State of Oregon adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "State of Oregon" under the terms of the master contract.

Authorized Signature

Sample

Authorized Signature

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
(360) 487-8433 fax
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Contract #:	C-101853
Start Date:	Jan 15, 2025
End Date:	Dec 23, 2025
Total Contract Amount:	$1,725,000.00

Wilcox and Flegel
PO Box 69
Longview, WA 98632

Submit all invoices and questions to:

Jacob Mahan / Jacob.Mahan@cityofvancouver.us

Contract Overview

Final End Term 12.23.2029

SR 033-25, Increase contract amount to $1,725,000. AK 2.25.2025

Terms and Conditions

Visit our website at https://www.cityofvancouver.us/business/procurement-services/#terms to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Authorized Signature

STATE OF OREGON

State of Oregon
Price Agreement No. 9519
With

Wilson Oil Company

to provide the following:

Supply and Delivery of Various Types of Fuel in Bulk Quantities

Price Agreement No. 9519 ("Price Agreement") is created as a result of a qualifying and acceptable submission to Solicitation No. DASPS-2274-19 and is between the State of Oregon (the "State"), acting by and through its Department of Administrative Services – Procurement Services ("DAS-PS"), on behalf of all Oregon state agencies, ORCPP members and MCUA holders and Wilson Oil Company, a State of Washington Corporation ("Contractor").

Section 1 –Agreement

1.1 Parties

1.1.1 The only parties to this Price Agreement are DAS-PS and Contractor.

1.1.2 AUTHORIZED PURCHASERS may purchase Goods or Services ("Goods or Services"), services ("Services") or related products specified in Exhibit A by issuing ordering instruments creating separate contracts ("Contracts"). The only parties to each of these Contracts are the Authorized Purchaser and Contractor. DAS-PS is an intended beneficiary of each Contract.

1.2 Process

1.2.1 AUTHORIZED PURCHASERS may order Goods or Services during the Term of this Price Agreement using any of the following ordering instruments:

1. DAS-approved Purchase Order form. See Sample as Exhibit B to this agreement.
2. Authorized Purchaser's standard form

3. State P-card of Oregon Transaction System ["SPOTS"] Card

Each ordering instrument must specify, at a minimum, the following details:

1. Price Agreement No. 9519.
2. The specific Goods or Services and quantity of each item ordered.
3. The net price.
4. The requested delivery schedule.
5. The delivery location(s).
6. The invoicing address.
7. Authorized Purchaser's authorized representative and relevant contact information including e-mail address.

1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Price Agreement. Additional, different or conflicting terms and conditions in any ordering instrument or any other form used by an Authorized Purchaser or Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.

1.2.3 Authorized Purchaser(s) who are State of Oregon agencies may issue Purchase Orders for any value under this Price Agreement.

1.2.4 Contractor shall accept ordering instruments from AUTHORIZED PURCHASERS complying with the provisions of this Price Agreement until the termination or expiration of this Price Agreement.

1.2.5 An ordering instrument deemed accepted by Contractor unless Contractor rejects the ordering instrument within two (2) business days after received. Contractor may reject an ordering instrument: i) using the same means used to deliver the ordering instrument, or ii) by e-mail, provided the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.

1.2.6 Accepted ordering instruments establish separate Contracts between AUTHORIZED PURCHASERS and Contractor and include the terms set forth in Sections 2 and 3. When used in Contracts, "Price Agreement" means specifically Price Agreement No. 9519.

1.2.7 DAS-PS is not obligated or liable under any Contract unless DAS-PS is acting as the Authorized Purchaser of the Goods or Services, Services or related products.

1.2.8 Nothing in this Price Agreement obligates DAS-PS or AUTHORIZED PURCHASERS to purchase any Goods, Services or related products at any time during the Term of this Price Agreement.

1.2.9 Contractor shall reject an ordering instrument from any entity not identified as an Authorized Purchaser under this Price Agreement unless an amendment executed prior to the order allowing such entity to purchase materials specifically listed in this Price Agreement.

1.2.10 Contractor shall reject any ordering instrument not meeting the requirements of this Price Agreement.

1.2.11 DAS-PS reserves the right to add fuel types to this Price Agreement as they become available or mandated through new legislation by the State of Oregon. These fuel types may originate through existing producers, new producers or their authorized distribution channel(s).

Examples of fuel types added include, but are not limited to, (i) renewable diesel ("RD") in blends not previously listed, (ii) renewable gasoline ("RG") in forms acceptable to the market or blends not previously available, and (iii) forms of existing fuel types not listed or produced at the time of execution of this Price Agreement.

1.3 Pricing

1.3.1 Except as provided in this Section 1.3, During the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A – Goods.

1.3.2 Contractor understands and agrees the prices listed for each District are Not-to-Exceed ("NTE") prices but may negotiate lower prices with an Authorized Purchaser for a specific location within each District. In such cases, the negotiated lower prices only apply to Contracts between Contractor and such Authorized Purchaser.

1.3.3 Contractor shall subtract from prices charged to Authorized Purchasers any unit price decrease achieved or gained by Contractor whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator of the amount and effective date of the decrease.

1.3.4 Either party to this Price Agreement may request a price adjustment for some or all of the Goods, subject to the restrictions specified below. Contractor may request unit price increase no more than once in any 12-month period, provided no such requests made prior to July 1, 2020. Contractor must submit a request to the DAS-PS Contract Administrator in writing at least 60 days prior to the proposed effective date of the increase. The request must show all proposed increases by line item and include, at a minimum, support documentation from the U.S. Bureau of Labor Statistics Producer Price Index and/or Consumer Price Index and documented increases in costs to Contractor. Other relevant manufacturer or industry data substantiating the increase is encouraged and accepted for consideration. DAS-PS reserves the right in its sole discretion to determine whether to agree to a price increase. DAS-PS further reserves the right to require additional documentation or independently verify the basis and validity of any proposed price increase utilizing its internal price review and analysis protocols. DAS-PS may accept or reject the requested increase or offer some lesser amount.

In addition, Contractor may request a price adjustment for some or all of the Goods in connection with each extension of the Price Agreement pursuant to Section 1.5. Any such adjustment must have support documentation from the U.S. Bureau of Labor Statistics Producer Price Index and/or Consumer Price Index and documented increases in costs to Contractor. DAS-PS reserves the right in its sole discretion to determine whether to agree to a price increase for an extension period. DAS-PS further reserves the right to require additional documentation or independently verify the basis and validity of any proposed price increase utilizing its internal price review and analysis protocols. DAS-PS may accept or reject the requested increase or offer some lesser amount. In the event DAS-PS offers some compromise amount or rejects the requested price increase, Contractor may elect to agree to the proposed extension period under those conditions or allow the Price Agreement to expire. However, Contractor has no right to receive, or claim for failure to receive, a price increase for any extension period.

Notwithstanding the foregoing, no more than one price increase will be allowed during any twelve-month period within the Term of the Price Agreement or extension period. Accordingly, if

there has been a price adjustment during the 12-month period preceding the commencement of an extension period, any price adjustment agreed to for such extension period shall not take effect until a period of 12 months from the effective date of such prior adjustment has elapsed.

1.4 Contractor Reporting and Payment Requirements

Contractor shall generate and submit to DAS-PS monthly sales reports based on sales generated from Authorized Purchasers. Contractor must pay two separate administrative fees of $ .01/gallon (one cent per gallon) for a total of $ .02/gallon (two cents per gallon). Fees to be included in the delivered price of each gallon. Below is a brief outline of these fees. Additional instructions and information provided in Exhibit D of this Price Agreement.

(1) Volume Sales Report (VSR) / Vendor Collected Administrative Fee (VCAF)

Contractor shall generate and submit to DAS-PS a quarterly Volume Sales Report ("VSR") detailing total dollar in sales generated by each Authorized Purchaser to DAS-PS, along with a Vendor Collected Administrative Fee ("VCAF") paid directly to DAS-PS. The VCAF amount for this Price Agreement is equal to $ 0.01 per gallon sold, as documented in the VSR and paid quarterly.

EASi Buy, LLC. Report /Support Fee

Contractor shall generate and submit to EASiBuy, LLC a monthly sales report detailing total dollars in sales generated by each Authorized Purchaser, along with a Transaction Fee of $0.01 per gallon paid directly to EASiBuy, LLC. Contractor represents and warrants it has entered into and will comply with the Supplier Agreement Terms and Conditions ("EASiBuy Agreement") with EASiBuy, LLC. Contractor's failure to maintain or comply with the EASiBuy Agreement, including, but not limited to, failing to make reports or payments under the agreement constitutes a default under this Price Agreement.

1.5 Term of Agreement; Termination

1.5.1 The initial Term of this Price Agreement begins on the date this Price Agreement has been signed by DAS-PS and Contractor, and all required approvals have been obtained ("Effective Date"), and terminates on the 2nd anniversary of the Effective Date unless sooner terminated or extended as allowed in this Price Agreement. DAS-PS has, in its sole discretion, the option to extend the Term of this Price Agreement for up to four additional two-year extension periods, provided the maximum Term of this Price Agreement shall not exceed ten (10) years. DAS-PS will exercise the option to extend, if at all, by giving Contractor written notice no later than 30 calendar days before the expiration of the then-current term. The initial term, and all extension terms collectively, is considered the "Term" of this Price Agreement.

1.5.2 Upon termination or expiration of this Price Agreement, Contractor shall not accept new ordering instruments.

1.5.3 Termination of this Price Agreement also terminates any outstanding ordering instruments under which an Authorized Purchaser and Contractor agreed to have Contractor deliver specific quantities of Goods or Services on a pre-determined, future date or schedule. The intent is to terminate Blanket Purchase Order(s) or "BPOs", if any exist at time of termination.

1.5.4 Except as provided in Section 1.5.3, termination of this Price Agreement does not terminate any

right or obligation of a party under a Contract or ordering instrument accepted by Contractor before termination of this Price Agreement.

1.5.5 Parties' Right to Terminate for Mutual Consent. This Price Agreement allows termination any time by mutual written consent of DAS-PS and Contractor.

1.5.6 DAS-PS Right to Terminate. DAS-PS may, in its sole discretion, terminate this Price Agreement, in whole or in part, for any reason upon 30 Calendar Days' written notice to Contractor.

1.6 Insurance

Contractor shall obtain and maintain all insurance specified in Exhibit C for the Term of this Price Agreement and through the full performance of all Contracts entered into under this Price Agreement.

1.7 Miscellaneous

1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Price Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

1.7.2 Designation of Forum and Consent to Jurisdiction. A party bringing a legal action or proceeding against the other arising out of or relating to this Price Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

1.7.3 Amendment(s). No amendment of this Price Agreement is valid unless it is in writing and signed by both DAS-PS and Contractor.

1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Price Agreement without first obtaining the written consent of DAS-PS. DAS-PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Price Agreement. This Price Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.

1.7.5 Counterparts. This Price Agreement may be executed in two or more counterparts, each of which is an original, and all of which, together, deemed the same instrument, notwithstanding that the parties are not signatories to the same counterpart.

1.7.6 Force Majeure. Neither DAS-PS nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause not within the control of the party whose performance is interfered with, and which delay or default such party is unable to prevent by the exercise of reasonable diligence. DAS-PS may terminate this Price Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Price Agreement within a time period that is acceptable to DAS-PS.

In the event of any such delay, Contractor's obligations shall be suspended to the extent and duration of the cause of the delay. However, Contractor shall make all reasonable efforts to

eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Price Agreement will be extended to enable Contractor to fulfill its obligations hereunder once such cause has been removed.

1.7.7 Entire Agreement. This Price Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.

1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS at the address or number set forth below in Section 4, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

1.7.9 No Third Party Beneficiaries. DAS-PS and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce its terms. Nothing in this Price Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Price Agreement. This section is not intended to, and shall not, limit the rights and benefits of any Authorized Purchaser under Contracts or other ordering instruments entered into with Contractor pursuant to this Agreement.

1.7.10 Waiver. The failure of DAS-PS to enforce any provision of this Price Agreement or the waiver of any violation or nonperformance of this Price Agreement in one instance does not constitute a waiver by DAS-PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.

1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of the State and the applicable tax laws of any political subdivision of the State. Contractor shall comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State, for the term of this Price Agreement. For the purposes of this subsection, "tax laws" include: (i) all tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; (ii) all tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property (whether tangible or intangible), operations, receipts, or income, or to Contractor's performance of, or compensation for, any work performed by Contractor; (iii) all tax provisions imposed by a political subdivision of the State that applied to Goods or Services provided by Contractor; and (iv) all rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default

under this Price Agreement. Such default entitles DAS-PS to terminate this Price Agreement and pursue and recover any and all damages arising from the default or termination of the Price Agreement, and to pursue any or all remedies available under this Price Agreement, at law, or in equity, including but not limited to:

- Termination of this Price Agreement, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoffright, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

DAS-PS may recover any, and all, damages suffered as the result of Contractor's default under this subsection or under any other provision of this Price Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services.

1.7.12 Recycled Products: Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled products where possible. This includes paper, "PETE" and other materials, as definedin ORS 279A.010 [1][gg], [hh] and [ii].

1.7.13 Records Archiving: Contractor shall retain, maintain and keep accessible all records relevant to the this Price Agreement (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of the Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Price Agreement and any Contract, whichever date is later. Financial Records must be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, Contractor shall permit DAS-PS and the State of Oregon and their duly authorized representatives, EASiBuy LLC, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

1.7.14 Performance Evaluations: DAS-PS may conduct evaluations of Contractor's performance during the Term of this Price Agreement. DAS-PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS-PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Price Agreement termination. DAS-PS may provide copies of any documents in the written record to Contractor and third parties upon request. DAS-PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.

1.7.15 Reporting. This Price Agreement and Contract(s) with AUTHORIZED PURCHASERS who are state agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Price Agreement or a Contract and (ii) exercising a right of setoff against Contractor's compensation under a Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

1.7.16 Pay Equity Compliance: If selected for award, Bidder shall submit to Agency a true and

correct copy of an unexpired Pay Equity Compliance Certificate issued to the Bidder by the Oregon Department of Administrative Services.

For more information on Pay Equity Certification, visit
https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx

1.7.17 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Price Agreement, including without limitation this Section 1.7.17, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts under this Price Agreement

2.1 Contract Documents and Order of Precedence: The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.

2.2 Payment: Authorized Purchaser is solely responsible for payment under this Contract. Contractor shall look solely to Authorized Purchaser for payment of all amounts due under this Contract. Subject to Authorized Purchaser's acceptance of Goods or Services, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.

2.3 Overdue Charges: At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).

2.4 Demurrage Compensation: Contractor may apply for Demurrage Compensation if the Authorized Purchaser is responsible for undue delays in Contractor delivering Goods per the Contract requirements. In such cases, both parties will review the matter in good faith. If mutually agreed, Authorized Purchaser shall reimburse Contractor based on an hourly rate billable in less-than hourly increments. The duration of the delay and reimbursement method to be agreed Contractor and Authorized Purchaser on a case-by case basis. The hourly rate used for purposes of Demurrage Compensation shall be $ 125.00 Hourly rate fixed for the initial term of the Price Agreement. Rates may be decreased or increased every two years provided both parties agree.

2.5 Delivery: Delivery is complete when the purchased Goods ares in the Authorized Purchaser's fuel tanks. If Goods are not delivered within the terms and time frame cited in the Contract, substitute comparable products may be purchased by the Authorized Purchaser from another source and the Contractor shall be required to pay any additional costs incurred by the Authorized Purchaser in doing so. Late or non-complying delivery may also result in termination of the Contract by the Authorized Purchaser.

2.6 Ordering Practices: Authorized Purchaser may require Contractor to comply with any of the following Bulk Fuel ordering methods:

a) KEEP FULL: When Authorized Purchaser chooses, Contractor may schedule deliveries at its convenience to ensure that there is always sufficient Bulk Fuel in the Authorized Purchaser's tank or tanks provided the Authorized Purchaser approve scheduled deliveries, in advance, in writing.

b) ROUTINE SINGLE ORDERS: Deliveries during normal, working hours and within three calendar days after receipt of order.

c) EMERGENCY: Deliveries must be within 24 hours after notification of need. Contractor may add a flat rate charge up to $150.00 per delivery to cover additional costs, if applicable. All emergency charges agreed to prior to delivery. Emergency charges must be a separate line item on the invoice.

Contractor shall provide a copy of the loading, meter or similar document certifying actual volume dispensed when delivery is complete.

2.8 SPILLS and SPILL CLEAN UP:

2.8.1 Contractor shall be solely responsible for remediation of the spillage area, and for all costs and damages resulting from such remediation, for all fuel spills that may occur during transit or unloading operations.

2.8.2 Contractor shall be knowledgeable of and shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to fuel delivery and oil pollution prevention.

2.8.3 Contractor shall take all reasonable measures to prevent any spillage typically associated with Contractor's equipment and shall utilize proper equipment to prevent fuel spillage during delivery (such as the use of drip buckets under hose fittings).

2.8.4 Contractor shall follow all posted spill prevention procedures at Authorized Purchaser's fueling sites.

2.8.5 Contractor shall use wheel chocks, other physical barriers, or a warning system to prevent truck departure prior to complete disconnection of flexible or fixed fuel transfer lines.

2.8.6 Contractor shall inspect its vehicles prior to each departure to make a delivery for discharges from the lowermost drain and all outlets of such vehicles and shall remediate the cause of any such discharges prior to departure

2.8.7 Contractor shall immediately report and clean up any spillage, and shall comply with any related requirements under applicable law, including, but not limited to, ORS 466.605 through 466.680. In the event of Contractor's failure to do so, the Authorized Purchaser may take any or all corrective action deemed necessary to restore the impacted area to its original condition, and the Contractor shall be liable for all related costs, including any litigation and mitigation costs incurred to restore the impacted area or to recover such costs.

2.9 Payment Address: Payments by Authorized Purchaser must be sent to the address specified on Contractor's invoice.

2.10 Invoices: Contractor shall invoice Authorized Purchaser only after valid acceptance of Goods or Services has been confirmed in writing by Authorized Purchaser. Invoices must be sent to the address provided by Authorized Purchaser and must include, at a minimum, the following:

a) Price Agreement No.
b) Purchase Order No.
c) Quantity of Goods or Services
d) Unit Price of Goods or Services
e) Total Invoice Value

2.11 Prices: Contractor represents all prices for Goods or Services under this Contract are equal to or better than the prices listed in the Price Agreement.

2.12 Cancellation, Inspections and Acceptance: Authorized Purchaser may cancel an order in whole or in part before the cancelled Goods or Services described in the order are delivered.

Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods or Services. If Authorized Purchaser rejects the Goods or Services, Authorized Purchaser will provide Contractor with written notice of such rejection. Notice of rejection must include itemization of apparent defects, including but not limited to discrepancies between the Goods or Services and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or otherwise nonconforming Goods or Services (including late delivery). If Authorized Purchaser elects to provide Contractor with an opportunity to cure the rejected Goods or Services, notice of rejection must also specify the time period in which such cure must be completed.

Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods or Services at no additional cost within 14 calendar days of Contractor's receipt of notice of rejection or other acceptable timeline, if warranted, and agreed to by both parties.

If Goods or Services are rejected or the acceptance of such Goods or Services is revoked, Contractor shall refund any payments made with regard to the rejected Goods or Services and shall, at Contractor's sole cost and expense, remove the Goods or Services within seven (7) calendar days of Authorized Purchaser's notice of rejection or revocation of acceptance.

Nothing contained in Section 2.12 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection, or revocation of acceptance, of Goods or Services.

2.13 Contractor's Representations and Warranties:

2.13.1 Employee Status: Contractor warrants that it and its personnel are not "officers," "employees," or "agents" of Authorized Purchaser, as those terms are used in ORS 30.265.

2.13.2 Warranty on Materials, Design & Manufacture: Contractor represents and warrants that all Goods supplied are new, unused, of current production models and free from defects in materials, design and manufacture. Contractor further represents and warrants all Goods

are in compliance and meet or exceed all specifications listed in Attachment D.

2.13.3 Warranty on Service Standards: Contractor warrants that all Services shall be performed in a good, workman-like manner in accordance with highest standards prevalent in the industry.

2.13.4 Warranty of Title: Contractor represents and warrants all Goods are free and clear of any liens or encumbrances and that Contractor has full legal title to the Goods. Contractor further warrants no other person or entity has any right, title or interest in the Goods, which is superior to, or infringes upon, the rights granted to the Authorized Purchaser upon acceptance of Goods.

2.13.5 Warranty on Safety and Health Requirements: Contractor represents and warrants that Goods or Services provided under this Contract comply with all applicable federal health and safety standards including, but not limited to, Occupational Safety and Health Administration (OSHA) and all Oregon safety and health requirements, including but not limited to those of the Oregon Consumer and Business Services Department.

2.13.6 Manufacturer Warranty: Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser and provide warranty documents to Authorized Purchaser at time of delivery at no charge.

2.13.7 Warranties Cumulative: The warranties set forth in this Section 2.13 are in addition to, and not in lieu of, any other warranties provided under the Price Agreement or the Contract. All warranties provided are cumulative and intended to afford Authorized Purchaser the broadest warranty protection available.

2.14 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.14.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as adopted or amended from time to time.

2.14.2 STATUTORY TERMS: Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled products where possible. This includes paper, "PETE" and other materials as defined in ORS 279A.010 [1][gg], [hh] and [ii].

2.14.3 NONCOMPLIANT GOODS: In the event of a conflict between the specifications in this Contract and applicable federal or state law, the law prevails. Contractor shall make any modifications required to achieve compliance with applicable law. When Contractor is notified, or becomes aware, of any required modifications, Contractor shall immediately notify DAS-PS and Authorized Purchaser.

2.14.4 RECALLED GOODS, SERVICES OR COMPONENTS: In the event any Goods, Services or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS-PS and Authorized Purchaser of the recall or non-compliance, and

shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

a) Cancel any portion of the ordering instrument.
b) Reject the Goods or Services.
c) Revoke its acceptance of the Goods or Services.
d) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to Authorized Purchaser.
e) Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods or Services at its sole cost and expense, and reimburse Authorized Purchaser for any payments made.

2.15 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars ($10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that department with respect to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.16 SAFETY DATA SHEET: Where applicable, Contractor shall provide Authorized Purchaser at time of delivery with a Safety Data Sheet ("SDS") as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Price Agreement, which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and SDS information if available and as requested by Authorized Purchaser.

2.17 TIME IS OF THE ESSENCE: Time is of the essence for performance of Contractor's obligations under this Contract.

2.18 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within a time frame that is acceptable to Authorized Purchaser.

2.19 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.

2.20 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

2.20.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for Goods or Services and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not

control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

2.20.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.21 INDEMNIFICATION:

2.21.1 Contractor shall defend, save, hold harmless, and indemnify Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Authorized Purchaser, the State of Oregon or any agencies thereof, or the agents, officials oremployees of any of the foregoing, and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees, agents, related to this Contract, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any default of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods or Services. Authorized Purchaser or the State of Oregon will promptly notify Contractor in writing of any claim of which Authorized Purchaser or the State becomes aware. Contractor's obligations under this section do not extend to any claim solely caused by (i) the negligent or willful misconduct of Authorized Purchaser,or (ii) Authorized Purchaser's modification of Goods or Services without Contractor's approval and in a manner inconsistent with the purpose and proper usage of such Goods or Services.

2.21.2 The Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State of Oregon or its officers, employees or agents prior to such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) proposed counsel is not adequately defending or able to defend the interests of the State of Oregon, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the State of Oregon in assuming its own defense and that of its officers, employees, or agents under this section.

2.22 DEFAULT:

2.22.1 BY CONTRACTOR: Contractor is in default under this Contract if:

a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or

c) Contractor commits any default of any covenant, representation warranty, obligation or certification under this Contract, provided Contractor may cure the default within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor within a time period that is acceptable to Authorized Purchaser.

2.22.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within twenty (20) business days after delivery of Contractor's notice of nonpayment or such longer period as Contractor may specify in such notice; or

b) Authorized Purchaser commits any default of any covenant, representation, warranty, or obligation under this Contract and such default is not cured within twenty (20) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.23 DEFAULT REMEDIES:

2.23.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in default under Section 2.22.1, in addition to the remedies afforded elsewhere in this Contract, Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

a) Termination of the Contract as provided in Section 2.24;

b) Withholding all monies due for invoiced Goods or Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.

These remedies are cumulative to the extent the remedies are not inconsistent and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.23.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.22.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.24, Contractor's sole remedy is a claim against Authorized Purchaser for the unpaid purchase price for Goods or Services delivered and accepted by Authorized Purchaser, less previous amounts paid and the amount of any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.24 TERMINATION:

2.24.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.24.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate a Contract or other ordering instrument for convenience with thirty (30) calendar days' written notice. Authorized Purchaser may terminate a Contract or other ordering instrument immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods or Services by Authorized Purchaser under the Price Agreement, or Authorized Purchaser's payment for such Goods or Services from the planned funding sources; or
(c) Contractor is in default under this Contract under Section 2.22.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.24.3 RIGHTS OF CONTRACTOR: Contractor may terminate a Contract with a minimum twenty (20) calendar-days written notice to Authorized Purchaser, if Authorized Purchaser is in default of the subject Contract as described in Section 2.22.2.

2.25 ACCESS TO RECORDS: Contractor shall retain, maintain and keep accessible all records relevant to the this Contract (the "Records") for a minimum of six (6) years. Longer periods may apply if or such longer if required by law following expiration, termination of Contract or until the conclusion of any audit, controversy or litigation arising out of, or related to, the Contract, whichever date is later. Financial Records must be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, Contractor shall permit DAS-PS, Authorized Purchaser, duly authorized representatives and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.26 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices given under this Contract, are effective only if given in writing by personal delivery, facsimile, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to given to that authorized representative are as identified in the ordering instrument or as later indicated by Authorized Purchaser pursuant to this section. For Contractor, the authorized representative and the address or number for notices or communications to given to that authorized

representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this section. Any communication or notice via the United States Postal Service deemed given five (5) days after mailing. Any communication or notice by personal delivery deemed given immediately upon such delivery. Any communication or notice by email deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

2.27 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree, other than designation of quantities, types of Goods or Services, destination, dates and scheduled delivery of other performances, any purchase order or acknowledgement document is for the convenience of the parties to initiate or confirm order of Goods or Services under this Contract. No other terms or conditions contained in those documents are of any force, effect or binding upon the parties.

2.28 GOVERNING LAW: This Contract is governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.29 VENUE; CONSENT TO JURISDICTION:

2.29.1 STATE CONTRACT VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts and waives any objection to venue in such courts, and waives any claim that such forums are inconvenient. Nothing herein may be construed as a waiver of the State of Oregon's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.29.2 ORCPP CONTRACT VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract order must be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. Contractor hereby consents to the in personam jurisdiction of said courts and waives any objection to venue in such courts, and waives any claim that such forums are inconvenient. Nothing herein may be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.30 SURVIVAL: All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this

Contract, including without limitation this Section 2.30, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

2.31 **SEVERABILITY:** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

2.32 **ASSIGNMENTS, SUBCONTRACTS AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written consent of Authorized Purchaser. Further, no such written consent relieves Contractor of any obligations under the Contract, and any assignee, transferee, or delegate will be considered the agent of Contractor. The provisions of this Contract are binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

2.33 **MERGER CLAUSE, AMENDMENT and WAIVER:** This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.

2.34 **CERTIFICATION OF COMPLIANCE WITH TAX LAWS:** Contractor has complied with the tax laws of the State and the applicable tax laws of any political subdivision of the State. Contractor shall, for the term of this Contract, comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State. For the purposes of this section, "tax laws" includes: (i) all tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property (whether tangible or intangible), operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of the State that applied to Goods or Services provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 2.29 constitutes a material default under this Contract. Such default entitles Authorized Purchaser to terminate this Contract and pursue and recover any and all damages arising from the default or termination of the Contract, and to pursue any or all remedies available under this Contract, at law, or in equity, including but not limited to:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Authorized Purchaser may recover any, and all, damages suffered as the result of Contractor's default under this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement

Goods or Services.

2.35 **INTENDED BENEFICIARY.** DAS-PS is an intended beneficiary of this Contract. The parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS-PS.

2.36 **ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State of Oregon any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any Goods or Services provided to Contractor for the purpose of carrying out Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Contract to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any Goods or Services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to Contractor pursuant to this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action.

Section 3 – Special Terms for Contracts under this Price Agreement – Reserved

Section 4 – Contact details and signatures of each party's, duly-authorized representative(s)

4.1 Contractor:

(a) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement on behalf of Contractor;
(b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Price Agreement;
(c) Contractor will furnish the Goods or Services in accordance with Contracts under this Price Agreement; and
(d) Contractor shall furnish federal identification number or social security number under a separate document.
(e) All Contractor affirmations contained in its Bid related to this Price Agreement are true and correct.
(f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.

Contractor Name Wilson Oil Company

Title REGIONAL SALES MANAGER

Authorized Signature CHRIS NATION

Date 12/31/19

DAS-PS Name DARWIN KHAMLA

Title MANAGER

Authorized Signature

Contract Administrator (if other than above)

Name John Starrs

Contact Info. John.Starrs@Oregon.gov
(503)-378-4643

Approved for Legal Sufficiency by:

Mr. Marc Bocci
Assistant Attorney General / Business Transactions
Via email dated December 23rd, 2019

EXHIBIT A – Goods

In addition to below, see separate EXCEL Document Titled:

"PA_No._9519_Wilson"

1. OPIS WHOLESALE RACK TABLES:

"City"+ "Current Date" + "10:00 EST"

Table used is under the Heading: "ADDITIONAL CONTRACT SUMMARY"
Price Line used is: "CONT UBD AVG" – Published Price or Published Price used in an Equation

2. EQUATION EXAMPLES:

a. Unleaded Gasoline – E-10:

***OPIS CONTRACT BENCHMARK FILE** / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

Price = Published

b. Unleaded Gasoline – E-15:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

AND

*OPIS CONTRACT BENCHMARK FILE** OPIS GROSS PURE ETHANOL PRICES***

Price = Equation. Sum of (Published E10 x 0.9440) + (Published PURE x .0560)

c. Unleaded Gasoline – E-85:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

AND

OPIS CONTRACT BENCHMARK FILE OPIS GROSS PURE ETHANOL PRICES***

Price = Equation. Sum of (Published E10 x 0.1667) + (Published PURE x .8333)

d. Ultra-Low, Sulfur Diesel [ULSD] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 2 column

e. Biodiesel [B5] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B5 SME*

*BIODIESEL PRICES***

Price = Published

f. Biodiesel [B20] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES***

Price = Published

g. Renewable Diesel [RD100 or 99]:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES***

Price = Published

h. Renewable Diesel [RD20/B80]:

Price = Bidder is to offer a final price based on their own calculations ensuring the end-product meets all required specifications. Bidder must be prepared to provide all calculation details if awarded a price agreement for this fuel type.

i. Heating Oil [ULSD] No.1:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 1 Column

j. Burner Fuel [Kerosene]:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 1 Column

Exhibit B

	DAS-PS Approved Purchase Order **STATE OF OREGON**	PURCHASE ORDER (PO) NO.	PAGE #

Authorized Purchaser's Authorized Representative	Purchase Order Date	Requisition No.

Contractor Name and Address	Authorized Purchaser's Invoicing Address
Contractor FEIN / Price Agreement number	Authorized Purchaser's Authorized Representative Email Address
Deliver to Address	Authorized Purchaser's Authorized Representative Phone and Fax Number
	Delivery Schedule or Delivery Date

Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	

This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation #_____and Price Agreement_____. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.

Agency's Authorized Representative to Make Purchase	Date

EXHIBIT C – INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this section 4 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than **$1,000,000.00** per occurrence. Annual aggregate limit shall not be less than **$2,000,000.00.**

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **$1,000,000.00** for bodily injury and property damage. Coverage written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability) allowed. Use of personal automobile liability insurance coverage acceptable if evidence the policy includes a business use endorsement.

POLLUTION LIABILITY:

☒ **Required** ☐ **Not required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including

transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than **$1,000,000.00.** Annual aggregate limit shall not be less than **$2,000,000.00.**

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:
Combinations of primary and excess/umbrella insurance allowed to meet the required limits of insurance.

ADDITIONAL INSURED:
All liability insurance except for Workers' Compensation, Professional Liability, Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:
Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:
If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous, claims-made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of this Contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:
Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:
All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related documents to Agency's representatives responsible for verification of the coverages required under this Section 4.

EXHIBIT D

1.1 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports ("VSR), Vendor Collected Administrative Fees (VCAF) and EASi Buy, LLC. Report / Support Fees during the Term of the Price Agreement as provided below.

1.4.1. Volume Sales Reports
Pursuant to the process defined by DAS PS found at: https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx, Contractor shall submit a Volume Sales Report (VSR) to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, Contractor shall submit the VSR on a monthly basis no later than 15 business days from the end of the preceding month, as directed by DAS PS.

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales during the applicable reporting period. When no sales have been recorded for the reporting period, a report must be submitted stating "*No Sales for the Reporting Period*".

1.4.2. Vendor Collected Administrative Fee
Pursuant to the process defined by DAS PS and published at https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS PS. The VCAF is a charge equal to $0.01 per gallon purchased from Contractor by Authorized Purchasers under the Price Agreement, less any credits, made to Authorized Purchasers during the reporting period.

1.4.3. EASi Buy, LLC. Report / Support Fee
Contractor shall generate and submit to EASiBuy, LLC a monthly sales report detailing total dollars in sales generated by each Authorized Purchaser, and shall pay, directly to EASiBuy, LLC, a monthly Transaction Fee of $0.01 per gallon purchased from Contractor by Authorized Purchasers under the Price Agreement. Contractor represents and warrants that it has entered into and will comply with the EASiBuy, LLC Agreement Terms and Conditions. This is a material representation on which DAS-PS may rely. Contractor's failure to maintain or comply with its agreement with EASiBuy, LLC, including, but not limited to, failing to make reports or payments under such agreement will constitute a default under this Price Agreement.

Staff Report: 002-26

To: Mayor and City Council
From: City Manager
Date: January 5, 2026

Subject

Contract Amendment — New Public Works Operations Campus – General Contractor Construction Manager Amendment #3 with Skanska USA — C-101995

Key Points

- This is the third amendment to the GCCM (General Contractor Construction Manager) contract with Skanska USA that was approved in June 2025. This third amendment adds preconstruction services to Skanska's contract for the ECCM (Electrical Contractor Construction Manager) and MCCM (Mechanical Contractor Construction Manager).
- The preconstruction service contracts allow the subcontractors to engage in the design phase and inform decisions on project elements as well as procurement schedules. The subcontractors were selected through a competitive process.
- These two subcontractors will be responsible for mechanical, electrical, low voltage, and plumbing scopes of work for the project. That work will be competitively bid as part of the overall GMP (Guaranteed Maximum Price) contract anticipated in fall of 2026.
- The total for this third amendment is in the amount of: $218,043, added to the previous approved contract amount of $11,195,199 executed in December 2025, brings the current total-committed amount to $11,413,242.

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

This amendment allows the mechanical and electrical subcontractors, as the project moves into the latter half of the design process, to join the design and construction team and optimize coordination, estimating and constructability of scopes of work. These two subcontractors were procured through a qualifications based competitive process, similar to the general contractor. EC Electrical and Total Mechanical are local regional contractors and signatories to the union for their respective scopes of work.

Any second-tier subcontractors, competitively bid by EC Electrical or Total Mechanical, will also be union signatories or sign a project specific union agreement. Amendment #3 to the contract is before Council for approval in the amount of $214,043. This amendment will bring the total contract commitment to $11,414,082.

Advantage(s)
There are significant advantages to procuring and engaging the electrical and mechanical subcontractors during the design process, with early integration offering maximum benefit. The advantages include risk reduction through collaborative design coordination, the ability to gain accurate, market conditions-based pricing data to better inform the overall project estimate and target value design. The subcontractors will participate in constructability reviews, providing contracting community opportunities, identifying long lead items and proper procurement scheduling to ensure the project stays on schedule.

Challenge(s)
None

Budget Impact
The Fiscal Year 2025-2026 Biennium Budget for this project includes allocations for these costs. This third amendment does not include any construction activities and only includes professional pre-construction services.

Prior Council Review

- City Council Amendment #2 Consent, December 15, 2025
- City Council Amendment #1 Consent, September 15, 2025
- Workshop Update to Council, July 7, 2025
- GCCM Contract Execution, June 9, 2025
- City Council project update memorandum, April 28, 2025

Action Requested
On Monday, January 5, 2026, authorize the City Manager, or designee, to authorize the execution of contract amendment #3 with Skanska USA Building Inc. of Portland, OR for MACC #3 in the amount of $218,043.

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

Attachments:
1. Amendment 3
2. Amendment 2 - Executed
3. Amendment 1 - Executed
4. Skanska - Executed Agreement

AIA® Document A133™ – 2019
Exhibit A

Guaranteed Maximum Price Amendment #3

This third 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 $10,290,301, 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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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, F, G, H, I and J

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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MACC No. 3
Contract Amendment #3

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 increased by **Two Hundred Eighteen Thousand, Forty-Three Dollars ($218,043)** to a total of **Ten Million, Two Hundred Ninety Thousand, Three Hundred One Dollars ($10,290,301)**. 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 #3 GMP Pricing	12/11/2025
Exhibit B	Scope of Work and Assumptions and Clarifications made in preparing the mini-MACC.	
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 (None)	
Exhibit D	Allowance Items (None)	
Exhibit E	Alternate Prices (None	
Exhibit F	Unit Prices (None)	
Exhibit G	Early Works Negotiated Support Services (None)	
Exhibit H	Project Schedule	Print Date 09/02/2025
Exhibit I	General Conditions (None)	
Exhibit J	Group 4 Bid and Bid Tabs – 23B (preconstruction services), 26A (preconstruction services)	

EXHIBIT A - CONSTRUCTION COST SUMMARY

December 11, 2025

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Value	Value of Previous Amendments	Value of Amendment #03		Total Contract Value
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**
Bid Group 3						
07A	Sealer and Joint Sealant	$ 34,036	$ 34,036	$ -		**$ 34,036**
23A	Geo Exchange Boring Field	$ 3,425,400	$ 3,425,400	$ -		**$ 3,425,400**
Bid Group 4						
23B	Mechanical Contractor Preconstruction Value	$ 125,000		$ 125,000		**$ 125,000**
26A	Electrical Contractor Preconstruction Value	$ 85,000		$ 85,000		**$ 85,000**
1	**Subtotal for Direct Subcontract Work**	**$ 7,639,198**	**$ 7,429,198**	**$ 210,000**		**$ 7,639,198**
2	Fencing Vegetation Clearing and Trimming Allowance	$ 7,500	$ 7,500	$ -		**$ 7,500**
3	Dewatering 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)	**$ 7,846,698**	**$ 7,636,698**	**$ 210,000**		**$ 7,846,698**
7	Negotiated Support Services	$ 420,887	$ 420,887	$ -		**$ 420,887**
8	Builder's Risk Allowance	$ 500,000	$ 500,000	$ -		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ 281,794	$ 281,794	$ -		**$ 281,794**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ 9,049,379**	**$ 8,839,379**	**$ 210,000**		**$ 9,049,379**
11	Fixed Amount for Specified General Conditions	$ 835,549	$ 835,549	$ -		**$ 835,549**
12	GC/CM Fee x % Shown Below)	$ 406,213	$ 397,330	$ 8,883		**$ 406,213**
13	**Total Contract Cost (TCC)** (Add Lines 10, 12, and 12)	**$ 10,291,141**	**$ 10,072,258**	**$ 218,883**		**$ 10,291,141**
14	Preconstruction Services			$ -		**$ -**
15	MCCM/ECCM P&P Bond Deduct 0.4%	$ (840)		$ (840)		$ (840)
16	**TCC plus Preconstruction Services** (Add Lines 13 and 14)	**$ 10,290,301**	**$ 10,072,258**	**$ 218,043**		**$ 10,290,301**

Ref.	Risk Contingency & Fee Percentages Applicable to This Contract					
Line 9	GC/CM Contingency Percentage					3.00%
Line 12	GC/CM Fee Percentage					4.23%

EXHIBIT "B"
MACC-3 (Contract AMENDMENT #3)
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 #3:

City of Vancouver (MACC-2 Bid Packages – Early Work Requirements):

1. BP 23B – Mechanical Contractor Construction Manager (MCCM) – Preconstruction Services
   a. Preconstruction Services by Total Mechanical Identified in the Bid Package, related Addenda and Total Mechanical's MC/CM Fee Proposal dated 11/13/2025
2. BP 26A – Electrical Contractor Construction Manager (ECCM) – Preconstruction Services
   a. Preconstruction Services by EC Electric as Identified in the Bid Package, related Addenda and EC Electric's EC/CM Fee Proposal dated 11/13/2025

General Conditions and Negotiated Support Services (NSS):

1. Negotiated Support Services: No Change
2. General Conditions: No change
3. Overhead and Profit 4.23%: $8,883.00

ASSUMPTIONS AND CLARIFICATIONS -

1. Assumes a Notice to Proceed, NTP, from the Owner for the bid package values in Amendment Exhibit A, by January 5, 2026, and an executed associated GMP Amendment by January 12, 2026.

EXCLUSIONS -

The following exclusions apply for Amendment #2:

1. Any scope not specifically outlined above

EXHIBIT "B"
MACC-3 (Contract AMENDMENT #3)
Scope of Work and Assumptions and Clarifications
City of Vancouver - Public Works Operations Campus

COST BASIS OF AMENDMENT #3

Amendment #3 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 dated September 02, 2025, Run Date: July 13, 2025
4. Bids received on November 13, 2025, for Bid Packages: 23B and 26A

EXHIBIT "C"

MACC-3 (Contract AMENDMENT #3)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center.

DRAWINGS & SKETCHES, SPECIFICATIONS, ADDENDA and OTHER DOCUMENTS

The documents listed in this Exhibit B 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

EXHIBIT "C"

MACC-3 (Contract AMENDMENT #3)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center.

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		09/26/2025
23 05 19	METERS AND GAUGES FOR HVAC PIPING		09/26/2025
23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING		09/26/2025
23 05 53	IDENTIFICATION FOR HVAC PIPING, DUCTWORK AND EQ		09/26/2025
23 21 13.33	GROUND-LOOP HEAT-PUMP PIPING		09/26/2025
23 21 13	HVAC PIPING		09/26/2025
23 21 16	HYDRONIC PIPING SPECIALTIES		09/26/2025
23 25 00	HVAC WATER TREATMENT		09/26/2025
26	**ELECTRICAL**		
26 00 00	ELECTRICAL BASIC REQUIREMENTS		09/26/2025
26 05 33	RACEWAYS		09/26/2025
26 05 43	ELECTRICAL VAULTS AND UNDERGROUND RACEWAYS		09/26/2025
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
1			

Other

Document No.	Document Name	Rev No.	Date
	VPOC INFORMATION AVAILABLE TO BIDDERS 2025-7-18.pdf		7/18/2025

EXHIBIT "C"

MACC-3 (Contract AMENDMENT #3)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center.

	Report of Geotechnical Engineering Services		10/02/2023
	Stormwater Pollution Prevention Plan (SWPPP)		02/28/2025

EXHIBIT “D”
Contract AMENDMENT #3
Allowance Items
City of Vancouver – Public Works Operations Center

ALLOWANCE ITEMS -

None

EXHIBIT “E”
Contract AMENDMENT #3
Alternate Prices
City of Vancouver – Public Works Operations Center

ALTERNATE PRICES

None.

EXHIBIT “F”
Contract AMENDMENT #3
Unit Prices
City of Vancouver – Public Works Operation Center

Unit Prices -

None

EXHIBIT "G"
Contract AMENDMENT #3
Early Work Negotiated Support Services
City of Vancouver – Public Works Operations Center

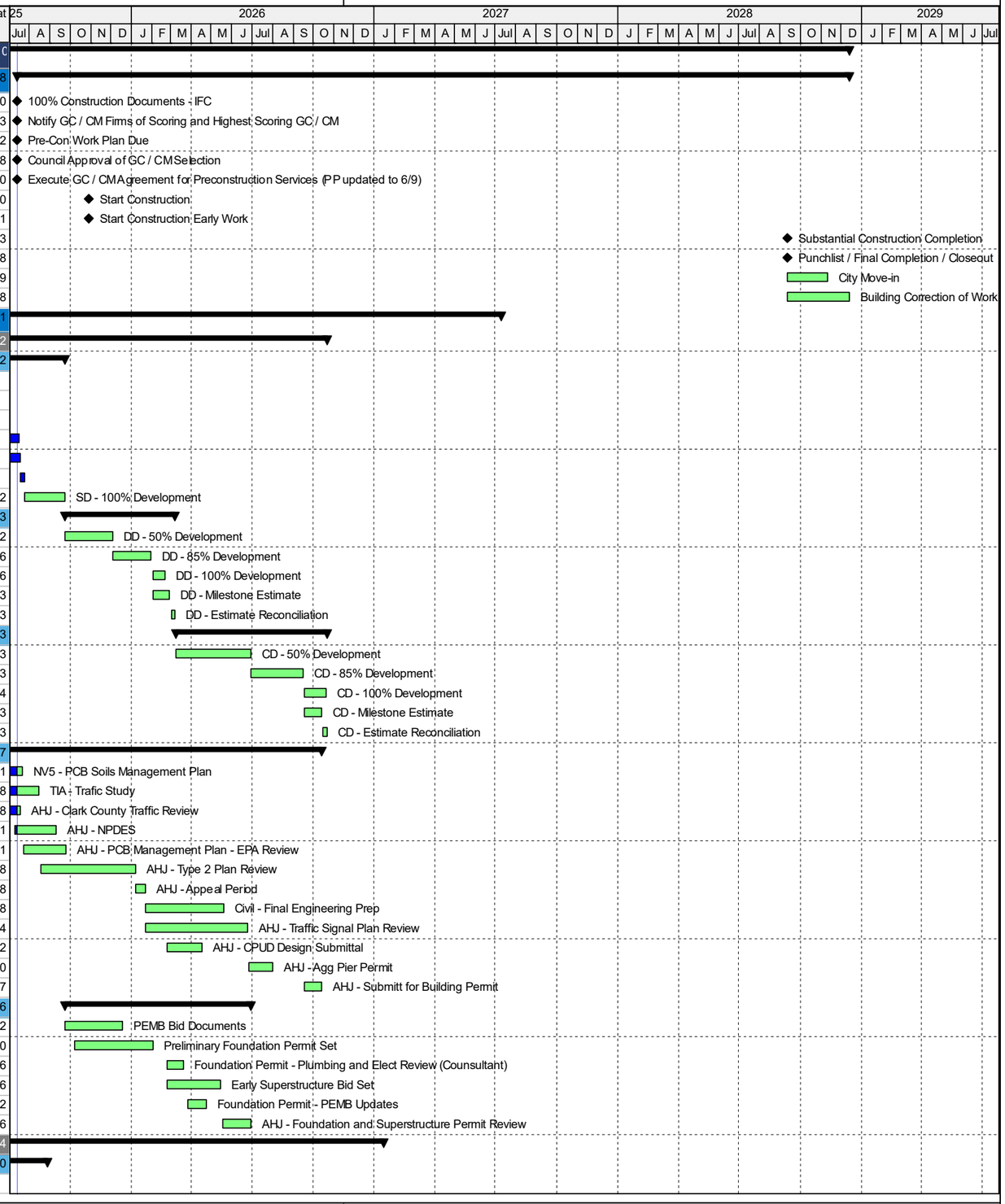
NEGOTIATED SUPPORT SERVICES

None.

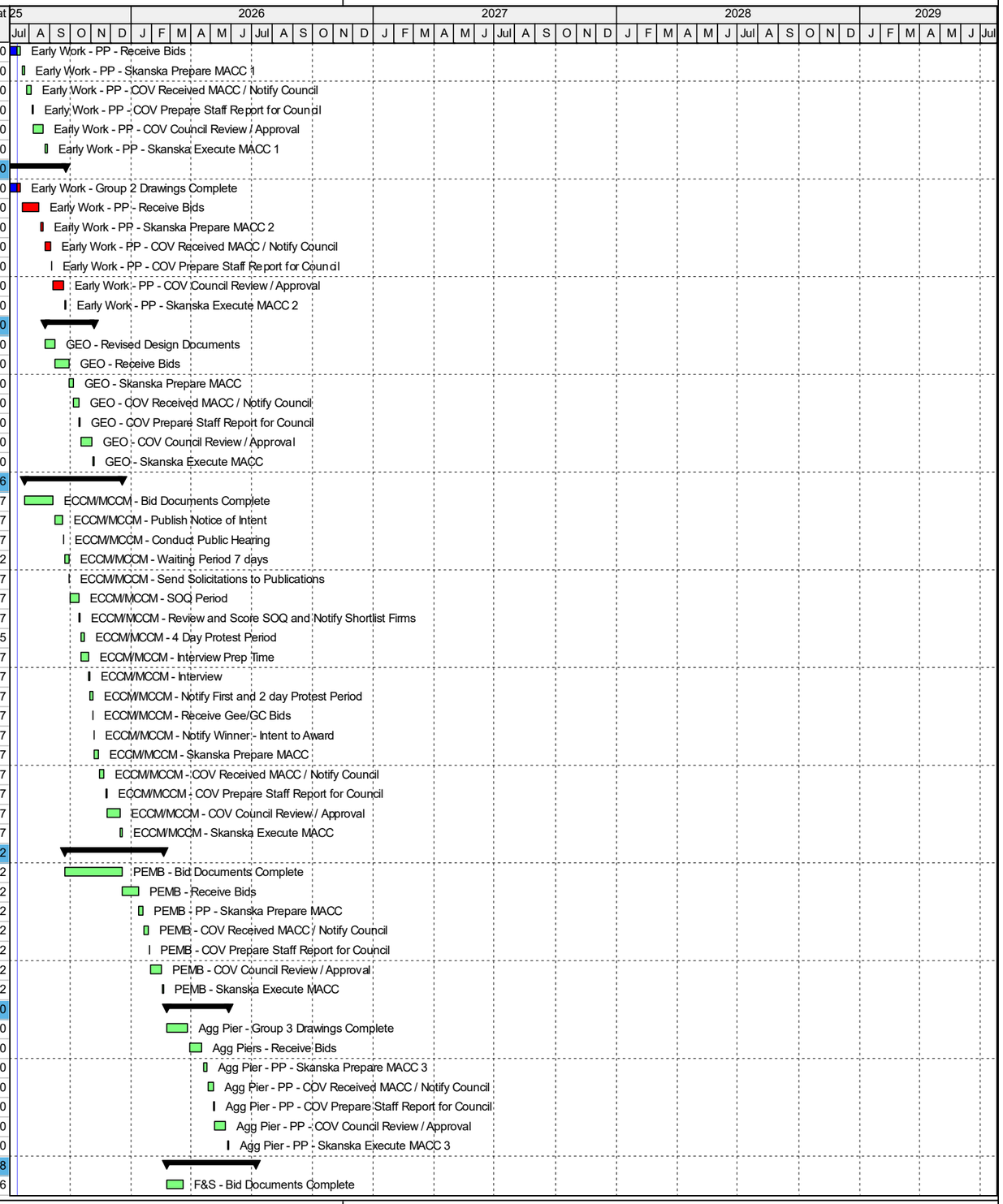
EXHIBIT “H”
Contract AMENDMENT #3
Project Schedule
City of Vancouver – Public Works Operations Center

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

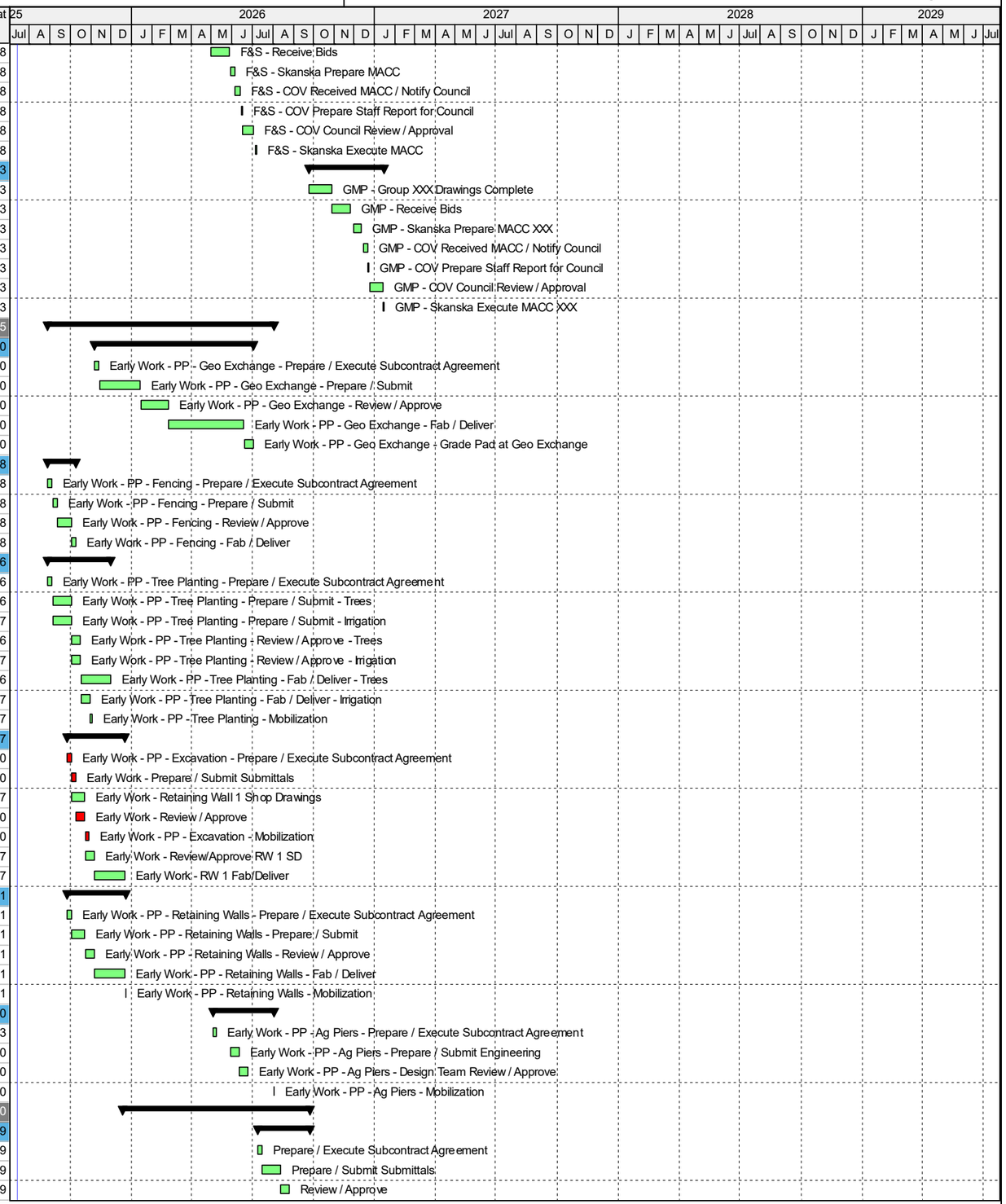
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT - A Martin		869	01-Jan-25 A	13-Dec-28	0
EXECUTIVE SUMMARY		869	14-Jul-25	13-Dec-28	28
DES187	100% Construction Documents - IFC	0		14-Jul-25*	310
EXE163	Notify GC / CM Firms of Scoring and Highest Scoring GC / CM	0		14-Jul-25*	-83
EXE173	Pre-Con Work Plan Due	0		14-Jul-25*	-72
EXE183	Council Approval of GC / CM Selection	0		14-Jul-25*	-58
EXE193	Execute GC / CM Agreement for Preconstruction Services (PP updated to 6/9)	0		14-Jul-25*	0
EXE113	Start Construction	0	29-Oct-25		0
EXE203	Start Construction Early Work	0	29-Oct-25		821
EXE101	Substantial Construction Completion	0		11-Sep-28*	93
EXE103	Punchlist / Final Completion / Closeout	0		11-Sep-28	28
EXE143	City Move-in	44	12-Sep-28	10-Nov-28	49
EXE153	Building Correction of Work Period	65	12-Sep-28	13-Dec-28	28
PRE-CONSTRUCTION		595	01-Jan-25 A	09-Jul-27	391
DESIGN		414	01-Jan-25 A	21-Oct-26	302
SCHEMATIC DESIGN (SD)		74	01-Jan-25 A	23-Sep-25	32
DES100	SD - Pricing Set	42	01-Jan-25 A	25-Apr-25 A	
DES105	SD - 50% Estimate	20	28-Apr-25 A	11-Jun-25 A	
DES110	SD - 50% Reconciliation	10	12-Jun-25 A	20-Jun-25 A	
DES115	SD - 50% VE Analysis	20	23-Jun-25 A	17-Jul-25 A	
DES135	SD - Retaining Wall Design	25	23-Jun-25 A	18-Jul-25 A	
DES120	SD - 50% VE Decisions	5	18-Jul-25 A	24-Jul-25 A	
DES125	SD - 100% Development	42	25-Jul-25 A	23-Sep-25	32
DESIGN DEVELOPMENT (DD)		114	24-Sep-25	06-Mar-26	183
DES200	DD - 50% Development	49	24-Sep-25	03-Dec-25	32
DES205	DD - 85% Development	40	04-Dec-25	30-Jan-26	36
DES210	DD - 100% Development	15	02-Feb-26	20-Feb-26	36
DES215	DD - Milestone Estimate	20	02-Feb-26	27-Feb-26	183
DES220	DD - Estimate Reconciliation	5	02-Mar-26	06-Mar-26	183
CONSTRUCTION DOCUMENTS (CD)		160	09-Mar-26	21-Oct-26	183
DES300	CD - 50% Development	80	09-Mar-26	29-Jun-26	183
DES305	CD - 85% Development	55	30-Jun-26	16-Sep-26	183
DES310	CD - 100% Development	24	17-Sep-26	20-Oct-26	184
DES315	CD - Milestone Estimate	20	17-Sep-26	14-Oct-26	183
DES320	CD - Estimate Reconciliation	5	15-Oct-26	21-Oct-26	183
AHJ ITEMS		409	19-May-25 A	14-Oct-26	307
DES425	NV5 - PCB Soils Management Plan	45	19-May-25 A	22-Jul-25	21
DES401	TIA - Trafic Study	37	26-Jun-25 A	15-Aug-25	28
DES400	AHJ - Clark County Traffic Review	15	30-Jun-25 A	18-Jul-25	48
DES415	AHJ - NPDES	44	10-Jul-25 A	10-Sep-25	31
DES435	AHJ - PCB Management Plan - EPA Review	45	23-Jul-25	24-Sep-25	21
DES402	AHJ - Type 2 Plan Review	98	18-Aug-25	07-Jan-26	28
DES403	AHJ - Appeal Period	10	08-Jan-26	21-Jan-26	28
DES404	Civil - Final Engineering Prep	85	22-Jan-26	20-May-26	28
DES405	AHJ - Traffic Signal Plan Review	110	22-Jan-26	25-Jun-26	54
DES262	AHJ - CPUD Design Submittal	40	23-Feb-26	17-Apr-26	102
DES252	AHJ - Agg Pier Permit	25	26-Jun-26	31-Jul-26	60
DES414	AHJ - Submitt for Building Permit	20	17-Sep-26	14-Oct-26	307
EARLY BID / PERMIT DOCUMENTS		194	24-Sep-25	29-Jun-26	296
DES240	PEMB Bid Documents	60	24-Sep-25	18-Dec-25	32
DES230	Preliminary Foundation Permit Set	80	08-Oct-25	02-Feb-26	50
DES250	Foundation Permit - Plumbing and Elect Review (Counsultant)	20	23-Feb-26	20-Mar-26	36
DES330	Early Superstructure Bid Set	60	23-Feb-26	15-May-26	296
DES260	Foundation Permit - PEMB Updates	20	27-Mar-26	23-Apr-26	32
DES270	AHJ - Foundation and Superstructure Permit Review	30	18-May-26	29-Jun-26	296
CONTRACT AMENDMENTS		393	05-May-25 A	15-Jan-27	514
EARLY WORK COV MACC 01 Negotiations		43	05-May-25 A	27-Aug-25	190
EW14620	Early Work - Group 1 Drawings Complete	25	05-May-25 A	20-Jun-25 A	



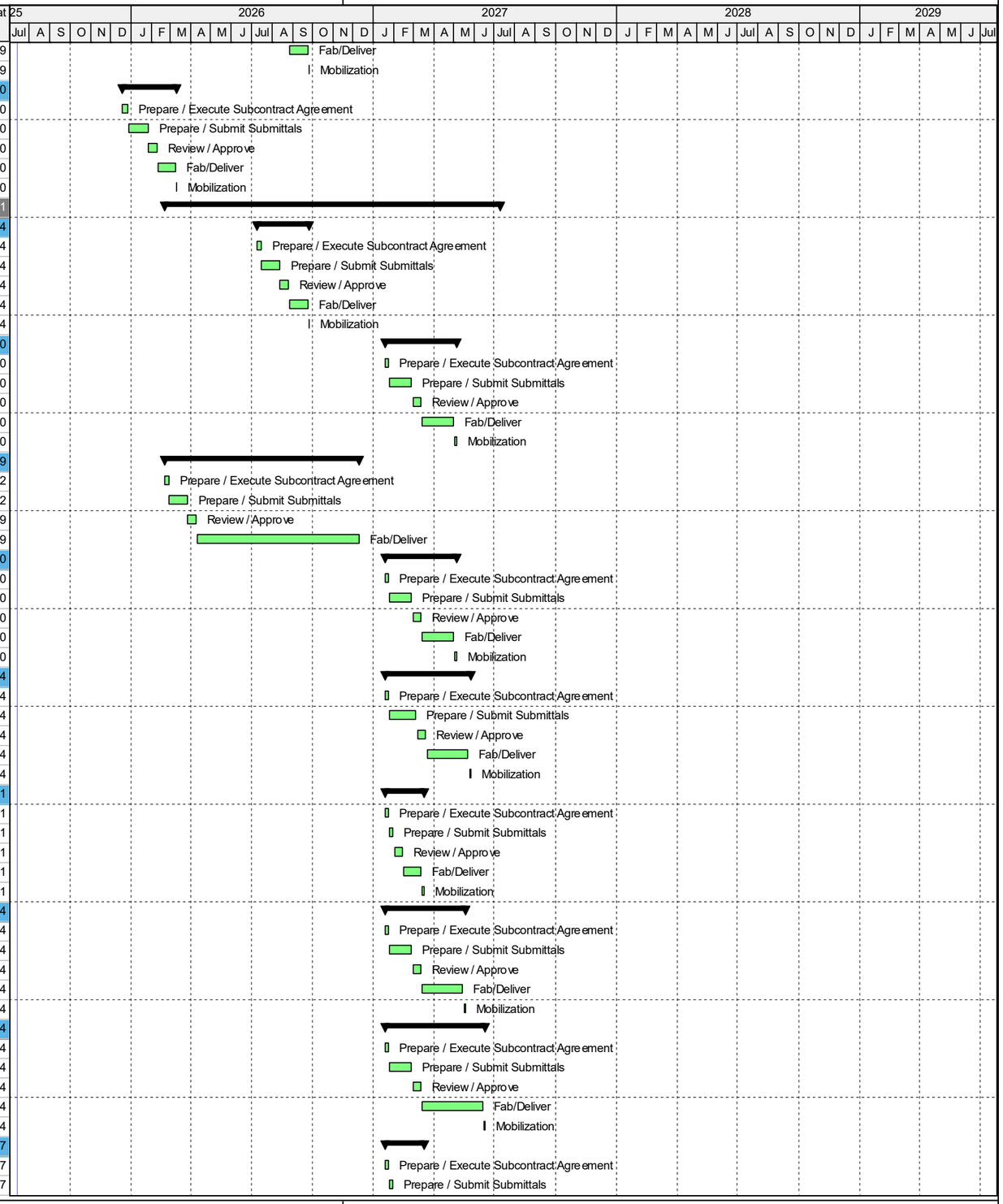
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
EW227	Early Work - PP - Receive Bids	15	27-Jun-25 A	18-Jul-25	140
EW15070	Early Work - PP - Skanska Prepare MACC 1	5	21-Jul-25	25-Jul-25	140
EWS257	Early Work - PP - COV Received MACC / Notify Council	6	28-Jul-25	04-Aug-25	140
EWS267	Early Work - PP - COV Prepare Staff Report for Council	2	05-Aug-25	06-Aug-25	140
EWS277	Early Work - PP - COV Council Review / Approval	12	07-Aug-25	22-Aug-25	140
EWS237	Early Work - PP - Skanska Execute MACC 1	3	25-Aug-25	27-Aug-25	190
EARLY WORK COV MACC 02 Negotiations		53	05-May-25 A	25-Sep-25	0
EW15060	Early Work - Group 2 Drawings Complete	25	05-May-25 A	18-Jul-25	0
EW15050	Early Work - PP - Receive Bids	20	21-Jul-25	15-Aug-25	0
EW15080	Early Work - PP - Skanska Prepare MACC 2	5	18-Aug-25	22-Aug-25	0
EWS417	Early Work - PP - COV Received MACC / Notify Council	6	25-Aug-25	02-Sep-25	0
EWS427	Early Work - PP - COV Prepare Staff Report for Council	2	03-Sep-25	04-Sep-25	0
EWS437	Early Work - PP - COV Council Review / Approval	12	05-Sep-25	22-Sep-25	0
EWS407	Early Work - PP - Skanska Execute MACC 2	3	23-Sep-25	25-Sep-25	0
GeoExchange - MACC XX Negotiations		53	25-Aug-25	06-Nov-25	140
EW16320	GEO - Revised Design Documents	10	25-Aug-25	08-Sep-25	140
EW16300	GEO - Receive Bids	15	09-Sep-25	29-Sep-25	140
EW16310	GEO - Skanska Prepare MACC	5	30-Sep-25	06-Oct-25	140
EWS847	GEO - COV Received MACC / Notify Council	6	07-Oct-25	14-Oct-25	140
EWS857	GEO - COV Prepare Staff Report for Council	2	15-Oct-25	16-Oct-25	140
EWS867	GEO - COV Council Review / Approval	12	17-Oct-25	03-Nov-25	140
EWS877	GEO - Skanska Execute MACC	3	04-Nov-25	06-Nov-25	140
ECCM - MCCM MACC XX Negotiations		102	25-Jul-25	18-Dec-25	786
EW15320	ECCM/MCCM - Bid Documents Complete	30	25-Jul-25	05-Sep-25	287
EW15350	ECCM/MCCM - Publish Notice of Intent	10	08-Sep-25	19-Sep-25	287
EW15420	ECCM/MCCM - Conduct Public Hearing	1	22-Sep-25	22-Sep-25	287
EW15430	ECCM/MCCM - Waiting Period 7 days	7	23-Sep-25	29-Sep-25	412
EW15450	ECCM/MCCM - Send Solicitations to Publications	1	30-Sep-25	30-Sep-25	287
EW15460	ECCM/MCCM - SOQ Period	10	01-Oct-25	14-Oct-25	287
EW15470	ECCM/MCCM - Review and Score SOQ and Notify Shortlist Firms	2	15-Oct-25	16-Oct-25	287
EW15480	ECCM/MCCM - 4 Day Protest Period	4	17-Oct-25	22-Oct-25	825
EW15490	ECCM/MCCM - Interview Prep Time	8	17-Oct-25	28-Oct-25	287
EW15500	ECCM/MCCM - Interview	2	29-Oct-25	30-Oct-25	287
EW15510	ECCM/MCCM - Notify First and 2 day Protest Period	3	31-Oct-25	04-Nov-25	287
EW15520	ECCM/MCCM - Receive Gee/GC Bids	1	05-Nov-25	05-Nov-25	287
EW16130	ECCM/MCCM - Notify Winner - Intent to Award	1	06-Nov-25	06-Nov-25	287
EW16170	ECCM/MCCM - Skanska Prepare MACC	5	07-Nov-25	13-Nov-25	287
EWS747	ECCM/MCCM - COV Received MACC / Notify Council	6	14-Nov-25	21-Nov-25	287
EWS757	ECCM/MCCM - COV Prepare Staff Report for Council	2	24-Nov-25	25-Nov-25	287
EWS767	ECCM/MCCM - COV Council Review / Approval	12	26-Nov-25	15-Dec-25	287
EWS777	ECCM/MCCM - Skanska Execute MACC	3	16-Dec-25	18-Dec-25	287
PEMB MACC XX Negotiations		103	24-Sep-25	19-Feb-26	32
EW16140	PEMB - Bid Documents Complete	60	24-Sep-25	18-Dec-25	32
EW16150	PEMB - Receive Bids	15	19-Dec-25	12-Jan-26	32
EW16160	PEMB - PP - Skanska Prepare MACC	5	13-Jan-26	19-Jan-26	32
EWS707	PEMB - COV Received MACC / Notify Council	6	20-Jan-26	27-Jan-26	32
EWS717	PEMB - COV Prepare Staff Report for Council	2	28-Jan-26	29-Jan-26	32
EWS727	PEMB - COV Council Review / Approval	12	30-Jan-26	16-Feb-26	32
EWS737	PEMB - Skanska Execute MACC	3	17-Feb-26	19-Feb-26	32
AGG PIERS MACC XX Negotiations		68	23-Feb-26	28-May-26	60
EW15310	Agg Pier - Group 3 Drawings Complete	25	23-Feb-26	27-Mar-26	60
EW15340	Agg Piers - Receive Bids	15	30-Mar-26	17-Apr-26	60
EW15330	Agg Pier - PP - Skanska Prepare MACC 3	5	20-Apr-26	24-Apr-26	60
EWS447	Agg Pier - PP - COV Received MACC / Notify Council	6	27-Apr-26	04-May-26	60
EWS457	Agg Pier - PP - COV Prepare Staff Report for Council	2	05-May-26	06-May-26	60
EWS467	Agg Pier - PP - COV Council Review / Approval	12	07-May-26	22-May-26	60
EWS477	Agg Pier - PP - Skanska Execute MACC 3	3	26-May-26	28-May-26	60
FOUNDATION/SUPERSTRUCTURE/EARTHWORK - MACC XX Negotiations		96	23-Feb-26	08-Jul-26	28
EW16180	F&S - Bid Documents Complete	20	23-Feb-26	20-Mar-26	56



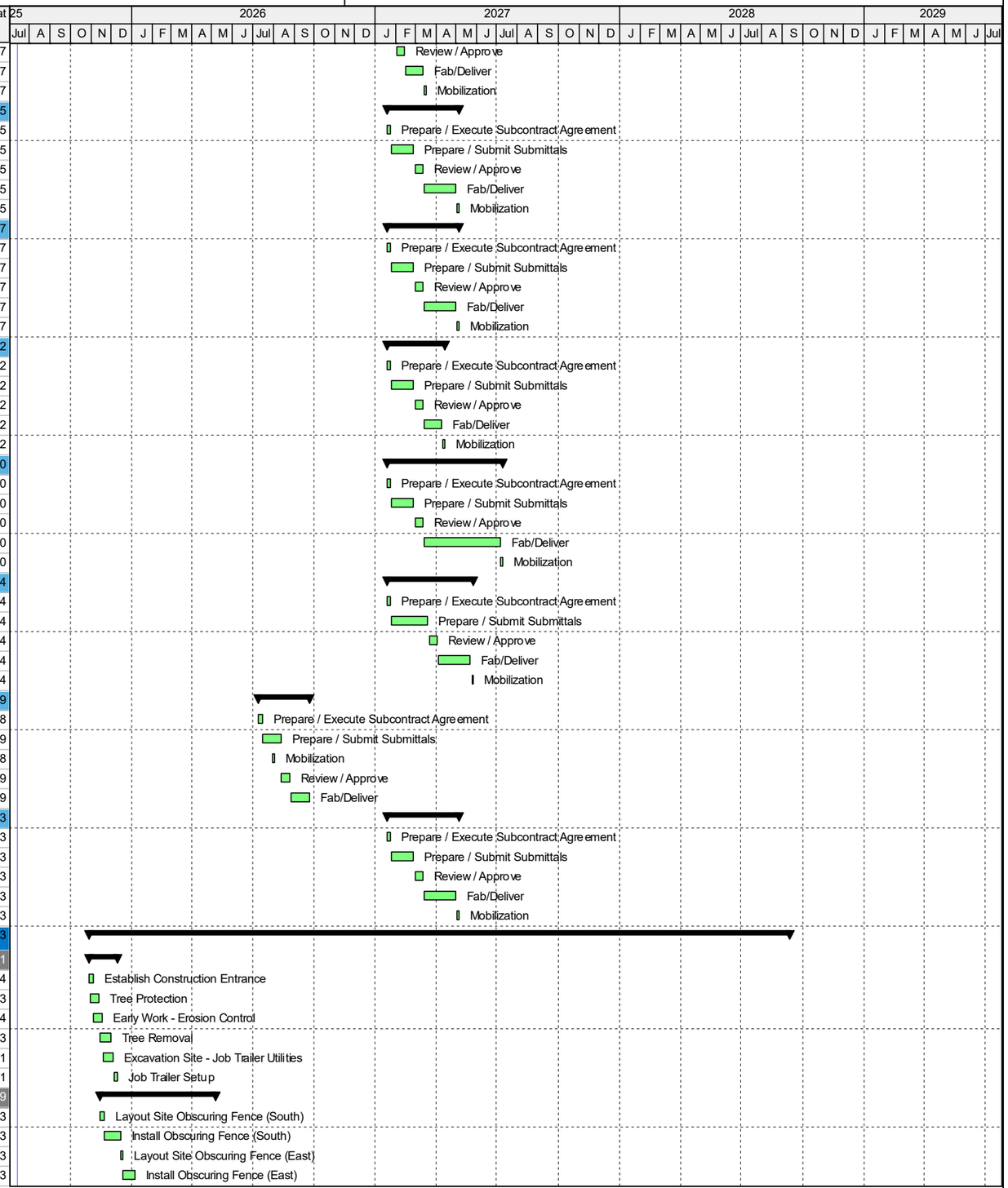
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
EW16190	F&S - Receive Bids	20	30-Apr-26	28-May-26	28
EW16200	F&S - Skanska Prepare MACC	5	29-May-26	04-Jun-26	28
EWS787	F&S - COV Received MACC / Notify Council	6	05-Jun-26	12-Jun-26	28
EWS797	F&S - COV Prepare Staff Report for Council	2	15-Jun-26	16-Jun-26	28
EWS807	F&S - COV Council Review / Approval	12	17-Jun-26	02-Jul-26	28
EWS817	F&S - Skanska Execute MACC	3	06-Jul-26	08-Jul-26	28
GMP MACC Negotiations		78	24-Sep-26	15-Jan-27	183
EW15360	GMP - Group XXX Drawings Complete	25	24-Sep-26	28-Oct-26	183
EW15370	GMP - Receive Bids	20	29-Oct-26	25-Nov-26	183
EW15380	GMP - Skanska Prepare MACC XXX	10	30-Nov-26	11-Dec-26	183
EWS487	GMP - COV Received MACC / Notify Council	6	14-Dec-26	21-Dec-26	183
EWS497	GMP - COV Prepare Staff Report for Council	2	22-Dec-26	23-Dec-26	183
EWS507	GMP - COV Council Review / Approval	12	24-Dec-26	12-Jan-27	183
EWS517	GMP - Skanska Execute MACC XXX	3	13-Jan-27	15-Jan-27	183
EARLY WORK PROCUREMENT		236	28-Aug-25	03-Aug-26	355
BP 23A Geo Exchange		165	07-Nov-25	02-Jul-26	140
EWS367	Early Work - PP - Geo Exchange - Prepare / Execute Subcontract Agreement	5	07-Nov-25	13-Nov-25	140
EW14500	Early Work - PP - Geo Exchange - Prepare / Submit	40	14-Nov-25	14-Jan-26	140
EW14570	Early Work - PP - Geo Exchange - Review / Approve	30	15-Jan-26	25-Feb-26	140
EW14580	Early Work - PP - Geo Exchange - Fab / Deliver	80	26-Feb-26	18-Jun-26	140
EW14940	Early Work - PP - Geo Exchange - Grade Pad at Geo Exchange	10	19-Jun-26	02-Jul-26	140
BP 32B Fencing		30	28-Aug-25	09-Oct-25	528
EWS397	Early Work - PP - Fencing - Prepare / Execute Subcontract Agreement	5	28-Aug-25	04-Sep-25	528
EW15010	Early Work - PP - Fencing - Prepare / Submit	5	05-Sep-25	11-Sep-25	528
EW15020	Early Work - PP - Fencing - Review / Approve	15	12-Sep-25	02-Oct-25	528
EW15030	Early Work - PP - Fencing - Fab / Deliver	5	03-Oct-25	09-Oct-25	528
BP 32A Tree Planting		65	28-Aug-25	01-Dec-25	526
EWS387	Early Work - PP - Tree Planting - Prepare / Execute Subcontract Agreement	5	28-Aug-25	04-Sep-25	526
EW14810	Early Work - PP - Tree Planting - Prepare / Submit - Trees	20	05-Sep-25	02-Oct-25	526
EW15140	Early Work - PP - Tree Planting - Prepare / Submit - Irrigation	20	05-Sep-25	02-Oct-25	527
EW14820	Early Work - PP - Tree Planting - Review / Approve - Trees	10	03-Oct-25	16-Oct-25	526
EW15150	Early Work - PP - Tree Planting - Review / Approve - Irrigation	10	03-Oct-25	16-Oct-25	527
EW14830	Early Work - PP - Tree Planting - Fab / Deliver - Trees	30	17-Oct-25	01-Dec-25	526
EW15160	Early Work - PP - Tree Planting - Fab / Deliver - Irrigation	10	17-Oct-25	30-Oct-25	527
EW14850	Early Work - PP - Tree Planting - Mobilization	2	31-Oct-25	03-Nov-25	527
BP 31A Early Earthwork		60	26-Sep-25	22-Dec-25	137
EWS357	Early Work - PP - Excavation - Prepare / Execute Subcontract Agreement	5	26-Sep-25	02-Oct-25	0
EW15260	Early Work - Prepare / Submit Submittals	5	03-Oct-25	09-Oct-25	0
EW15280	Early Work - Retaining Wall 1 Shop Drawings	15	03-Oct-25	23-Oct-25	137
EW15270	Early Work - Review / Approve	10	10-Oct-25	23-Oct-25	0
EW14680	Early Work - PP - Excavation - Mobilization	3	24-Oct-25	28-Oct-25	0
EW15290	Early Work - Review/Approve RW 1 SD	10	24-Oct-25	06-Nov-25	137
EW15300	Early Work - RW 1 Fab/Deliver	30	07-Nov-25	22-Dec-25	137
BP 31B Retaining Walls		62	26-Sep-25	24-Dec-25	121
EWS377	Early Work - PP - Retaining Walls - Prepare / Execute Subcontract Agreement	5	26-Sep-25	02-Oct-25	121
EW14760	Early Work - PP - Retaining Walls - Prepare / Submit	15	03-Oct-25	23-Oct-25	121
EW14770	Early Work - PP - Retaining Walls - Review / Approve	10	24-Oct-25	06-Nov-25	121
EW14780	Early Work - PP - Retaining Walls - Fab / Deliver	30	07-Nov-25	22-Dec-25	121
EW14800	Early Work - PP - Retaining Walls - Mobilization	2	23-Dec-25	24-Dec-25	121
BP 31C Aggregate Piers		64	04-May-26	03-Aug-26	60
EWS297	Early Work - PP - Ag Piers - Prepare / Execute Subcontract Agreement	5	04-May-26	08-May-26	73
EW14510	Early Work - PP - Ag Piers - Prepare / Submit Engineering	10	29-May-26	11-Jun-26	60
EW14590	Early Work - PP - Ag Piers - Design Team Review / Approve	10	12-Jun-26	25-Jun-26	60
EW14600	Early Work - PP - Ag Piers - Mobilization	1	03-Aug-26	03-Aug-26	60
MCCM ECCM PROCURMENT		196	19-Dec-25	25-Sep-26	590
BP 23A MC/CM		56	09-Jul-26	25-Sep-26	219
EWS557	Prepare / Execute Subcontract Agreement	5	09-Jul-26	15-Jul-26	219
EW16210	Prepare / Submit Submittals	20	16-Jul-26	12-Aug-26	219
EW16220	Review / Approve	10	13-Aug-26	26-Aug-26	219



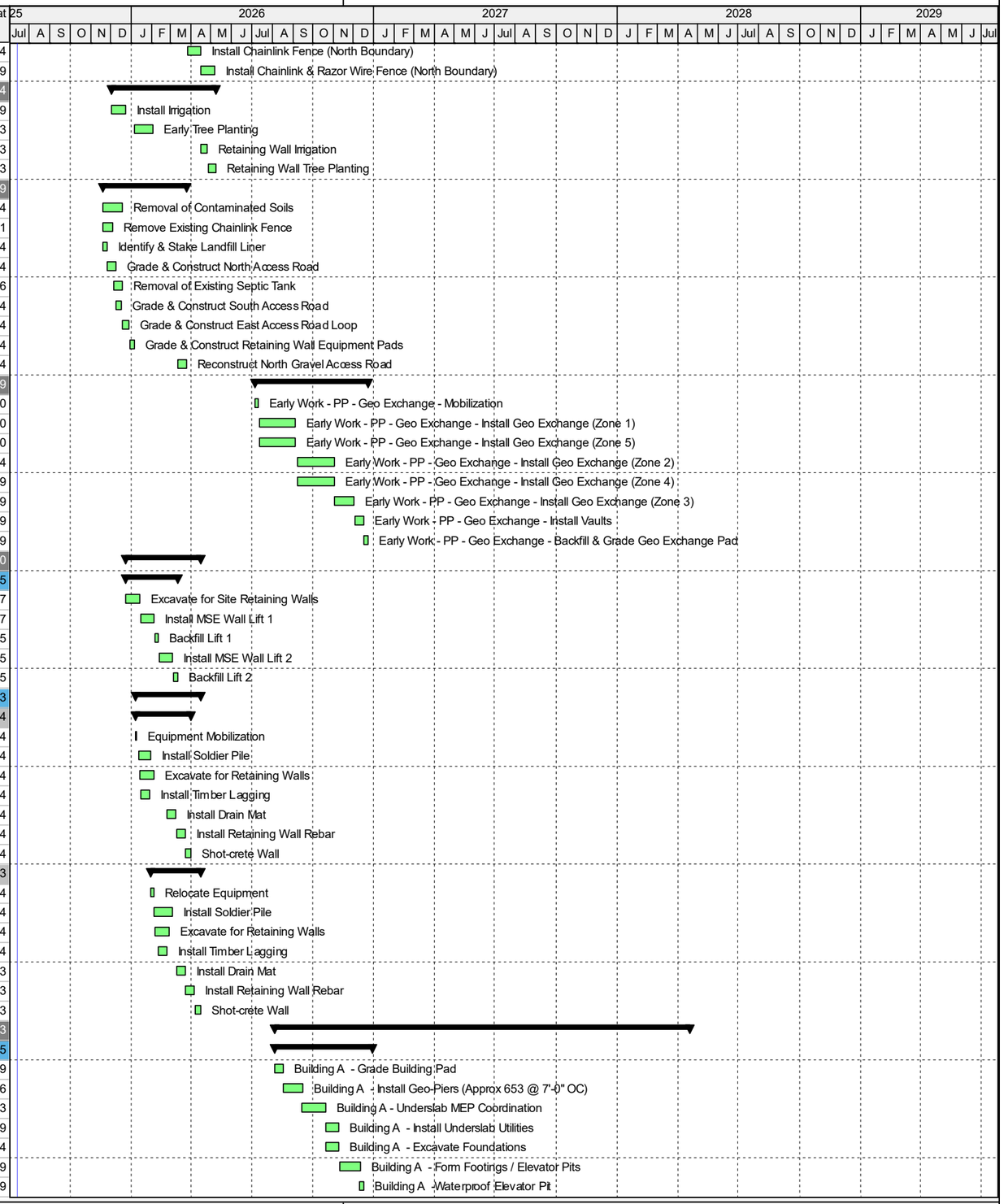
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
EW16230	Fab/Deliver	20	27-Aug-26	24-Sep-26	219
EW16240	Mobilization	1	25-Sep-26	25-Sep-26	219
BP 26A EC/CM		56	19-Dec-25	10-Mar-26	730
EWS837	Prepare / Execute Subcontract Agreement	5	19-Dec-25	26-Dec-25	730
EW16250	Prepare / Submit Submittals	20	29-Dec-25	26-Jan-26	730
EW16260	Review / Approve	10	27-Jan-26	09-Feb-26	730
EW16270	Fab/Deliver	20	10-Feb-26	09-Mar-26	730
EW16280	Mobilization	1	10-Mar-26	10-Mar-26	730
PROCURMENT		352	20-Feb-26	09-Jul-27	391
BP 03A Foundations and Superstructure		56	09-Jul-26	25-Sep-26	224
EWS827	Prepare / Execute Subcontract Agreement	5	09-Jul-26	15-Jul-26	224
EW15540	Prepare / Submit Submittals	20	16-Jul-26	12-Aug-26	224
EW15550	Review / Approve	10	13-Aug-26	26-Aug-26	224
EW15560	Fab/Deliver	20	27-Aug-26	24-Sep-26	224
EW15530	Mobilization	1	25-Sep-26	25-Sep-26	224
BP 04A Masonry		78	18-Jan-27	05-May-27	290
EWS627	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	290
EW15820	Prepare / Submit Submittals	25	25-Jan-27	26-Feb-27	290
EW15830	Review / Approve	10	01-Mar-27	12-Mar-27	290
EW15840	Fab/Deliver	35	15-Mar-27	30-Apr-27	290
EW15810	Mobilization	3	03-May-27	05-May-27	290
BP 05A PEMB		205	20-Feb-26	10-Dec-26	139
EWS567	Prepare / Execute Subcontract Agreement	5	20-Feb-26	26-Feb-26	32
EW15580	Prepare / Submit Submittals	20	27-Feb-26	26-Mar-26	32
EW15590	Review / Approve	10	27-Mar-26	09-Apr-26	139
EW15600	Fab/Deliver	170	10-Apr-26	10-Dec-26	139
BP 05B Misc Metals		78	18-Jan-27	05-May-27	270
EWS637	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	270
EW15860	Prepare / Submit Submittals	25	25-Jan-27	26-Feb-27	270
EW15870	Review / Approve	10	01-Mar-27	12-Mar-27	270
EW15880	Fab/Deliver	35	15-Mar-27	30-Apr-27	270
EW15850	Mobilization	3	03-May-27	05-May-27	270
BP 06A Casework and Finished Carpentry		93	18-Jan-27	27-May-27	284
EWS647	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	284
EW15900	Prepare / Submit Submittals	30	25-Jan-27	05-Mar-27	284
EW15910	Review / Approve	10	08-Mar-27	19-Mar-27	284
EW15920	Fab/Deliver	45	22-Mar-27	21-May-27	284
EW15890	Mobilization	3	25-May-27	27-May-27	284
BP 07A Waterproofing		43	18-Jan-27	17-Mar-27	471
EWS577	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	471
EW15620	Prepare / Submit Submittals	5	25-Jan-27	29-Jan-27	471
EW15630	Review / Approve	10	01-Feb-27	12-Feb-27	471
EW15640	Fab/Deliver	20	15-Feb-27	12-Mar-27	471
EW15610	Mobilization	3	15-Mar-27	17-Mar-27	471
BP 07B Roofing and Accessories		88	18-Jan-27	19-May-27	354
EWS657	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	354
EW15940	Prepare / Submit Submittals	25	25-Jan-27	26-Feb-27	354
EW15950	Review / Approve	10	01-Mar-27	12-Mar-27	354
EW15960	Fab/Deliver	45	15-Mar-27	14-May-27	354
EW15930	Mobilization	3	17-May-27	19-May-27	354
BP 08B Windows, Glazing and Openings		108	18-Jan-27	17-Jun-27	364
EWS667	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	364
EW15980	Prepare / Submit Submittals	25	25-Jan-27	26-Feb-27	364
EW15990	Review / Approve	10	01-Mar-27	12-Mar-27	364
EW16000	Fab/Deliver	65	15-Mar-27	14-Jun-27	364
EW15970	Mobilization	3	15-Jun-27	17-Jun-27	364
BP 09A Framing and Drywall		43	18-Jan-27	17-Mar-27	367
EWS677	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	367
EW16020	Prepare / Submit Submittals	5	25-Jan-27	29-Jan-27	367



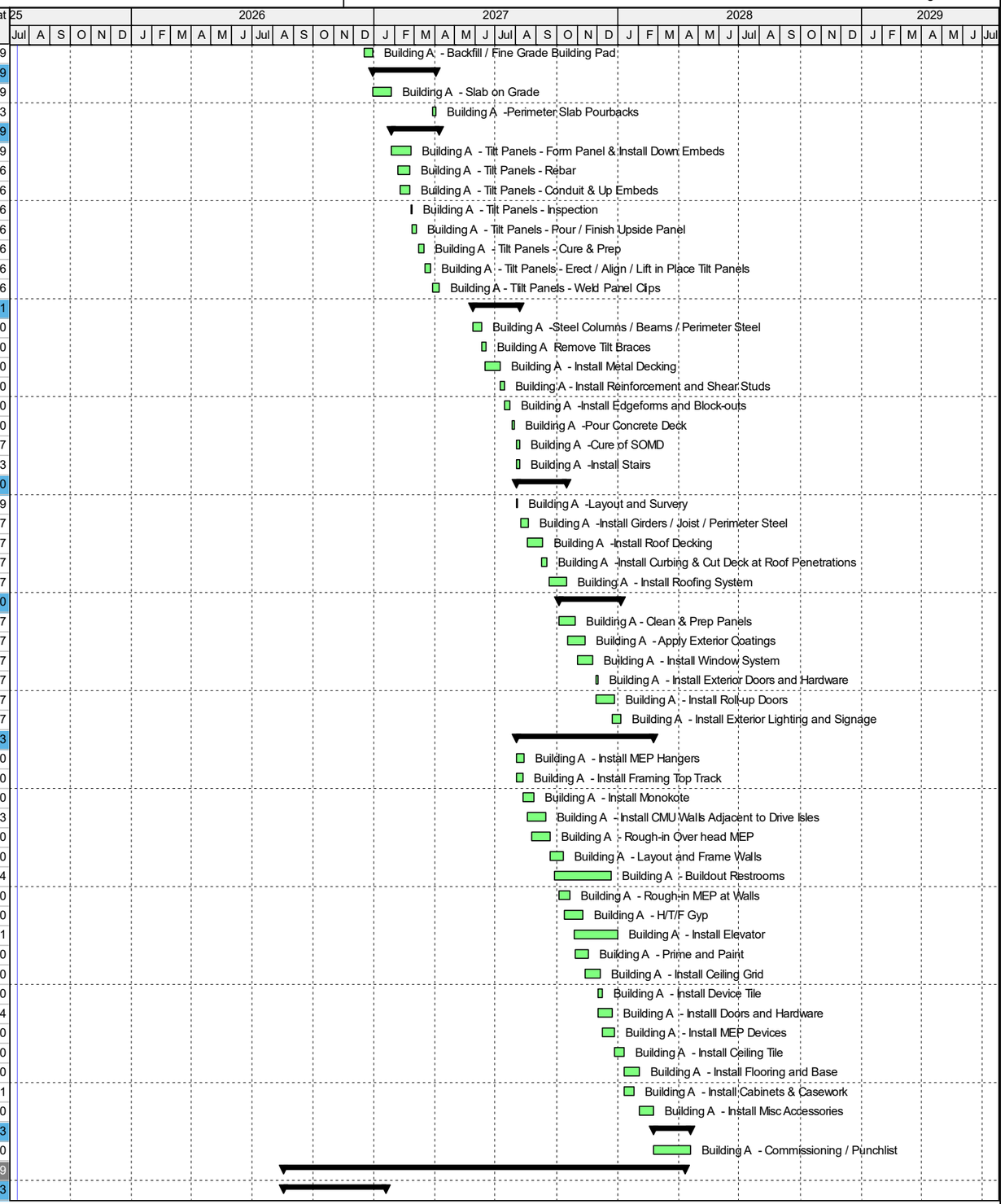
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
EW16030	Review / Approve	10	01-Feb-27	12-Feb-27	367
EW16040	Fab/Deliver	20	15-Feb-27	12-Mar-27	367
EW16010	Mobilization	3	15-Mar-27	17-Mar-27	367
BP 09B Resilient Flooring		78	18-Jan-27	05-May-27	305
EWS597	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	305
EW15700	Prepare / Submit Submittals	25	25-Jan-27	26-Feb-27	305
EW15710	Review / Approve	10	01-Mar-27	12-Mar-27	305
EW15720	Fab/Deliver	35	15-Mar-27	30-Apr-27	305
EW15690	Mobilization	3	03-May-27	05-May-27	305
BP 09C Tile		78	18-Jan-27	05-May-27	367
EWS607	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	367
EW15740	Prepare / Submit Submittals	25	25-Jan-27	26-Feb-27	367
EW15750	Review / Approve	10	01-Mar-27	12-Mar-27	367
EW15760	Fab/Deliver	35	15-Mar-27	30-Apr-27	367
EW15730	Mobilization	3	03-May-27	05-May-27	367
BP 09G Paing and Wall Coverings		63	18-Jan-27	14-Apr-27	332
EWS687	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	332
EW16060	Prepare / Submit Submittals	25	25-Jan-27	26-Feb-27	332
EW16070	Review / Approve	10	01-Mar-27	12-Mar-27	332
EW16080	Fab/Deliver	20	15-Mar-27	09-Apr-27	332
EW16050	Mobilization	3	12-Apr-27	14-Apr-27	332
BP 10A Misc Specialties and Elevators		123	18-Jan-27	09-Jul-27	350
EWS587	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	350
EW15660	Prepare / Submit Submittals	25	25-Jan-27	26-Feb-27	350
EW15670	Review / Approve	10	01-Mar-27	12-Mar-27	350
EW15680	Fab/Deliver	80	15-Mar-27	06-Jul-27	350
EW15650	Mobilization	3	07-Jul-27	09-Jul-27	350
BP 21A Fire Protection		93	18-Jan-27	27-May-27	194
EWS617	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	194
EW15780	Prepare / Submit Submittals	40	25-Jan-27	19-Mar-27	194
EW15790	Review / Approve	10	22-Mar-27	02-Apr-27	194
EW15800	Fab/Deliver	35	05-Apr-27	21-May-27	194
EW15770	Mobilization	3	25-May-27	27-May-27	194
BP 31D Final Earthwork and Utilities		55	09-Jul-26	24-Sep-26	269
EWS527	Prepare / Execute Subcontract Agreement	5	09-Jul-26	15-Jul-26	28
EW15400	Prepare / Submit Submittals	20	16-Jul-26	12-Aug-26	269
EW15390	Mobilization	3	30-Jul-26	03-Aug-26	28
EW15410	Review / Approve	10	13-Aug-26	26-Aug-26	269
EW15440	Fab/Deliver	20	27-Aug-26	24-Sep-26	269
BP 32B Landscaping		78	18-Jan-27	05-May-27	183
EWS697	Prepare / Execute Subcontract Agreement	5	18-Jan-27	22-Jan-27	183
EW16100	Prepare / Submit Submittals	25	25-Jan-27	26-Feb-27	183
EW16110	Review / Approve	10	01-Mar-27	12-Mar-27	183
EW16120	Fab/Deliver	35	15-Mar-27	30-Apr-27	183
EW16090	Mobilization	3	03-May-27	05-May-27	183
EARLY WORK CONSTRUCTION		728	29-Oct-25	11-Sep-28	93
EARLY SITE WORK		30	29-Oct-25	11-Dec-25	791
EW14870	Establish Construction Entrance	5	29-Oct-25	04-Nov-25	114
EW15240	Tree Protection	10	31-Oct-25	13-Nov-25	503
EW1030	Early Work - Erosion Control	10	05-Nov-25	18-Nov-25	114
EW15250	Tree Removal	10	14-Nov-25	01-Dec-25	503
EW1000	Excavation Site - Job Trailer Utilities	10	19-Nov-25	04-Dec-25	791
EW14880	Job Trailer Setup	5	05-Dec-25	11-Dec-25	791
EARLY WORK FENCING		120	14-Nov-25	06-May-26	689
EW14970	Layout Site Obscuring Fence (South)	5	14-Nov-25	20-Nov-25	503
EW14990	Install Obscuring Fence (South)	15	21-Nov-25	15-Dec-25	503
EW14980	Layout Site Obscuring Fence (East)	3	16-Dec-25	18-Dec-25	503
EW15000	Install Obscuring Fence (East)	10	19-Dec-25	05-Jan-26	503



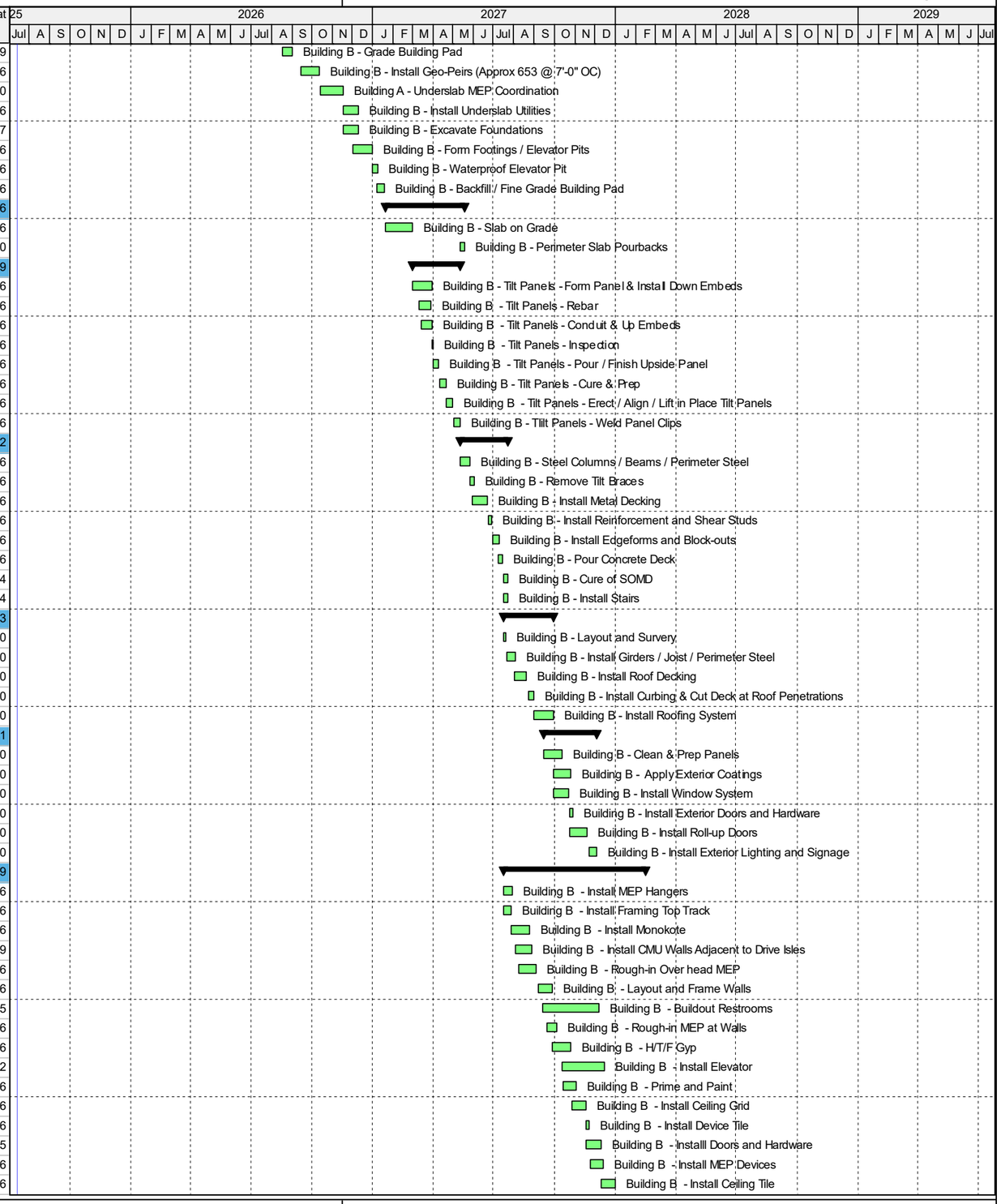
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
EW15040	Install Chainlink Fence (North Boundary)	15	26-Mar-26	15-Apr-26	704
EW15090	Install Chainlink & Razor Wire Fence (North Boundary)	15	16-Apr-26	06-May-26	689
EARLY IRRIGATION & PLANTING		112	02-Dec-25	08-May-26	434
EW15100	Install Irrigation	17	02-Dec-25	24-Dec-25	509
EW15110	Early Tree Planting	20	06-Jan-26	02-Feb-26	503
EW15120	Retaining Wall Irrigation	7	16-Apr-26	24-Apr-26	223
EW15130	Retaining Wall Tree Planting	10	27-Apr-26	08-May-26	223
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		87	19-Nov-25	25-Mar-26	719
EW1180	Removal of Contaminated Soils	20	19-Nov-25	18-Dec-25	114
EW15170	Remove Existing Chainlink Fence	10	19-Nov-25	04-Dec-25	781
EW15190	Identify & Stake Landfill Liner	5	19-Nov-25	25-Nov-25	154
EW15200	Grade & Construct North Access Road	7	26-Nov-25	08-Dec-25	114
EW1200	Removal of Existing Septic Tank	10	05-Dec-25	18-Dec-25	786
EW15210	Grade & Construct South Access Road	7	09-Dec-25	17-Dec-25	114
EW15220	Grade & Construct East Access Road Loop	7	18-Dec-25	29-Dec-25	114
EW15230	Grade & Construct Retaining Wall Equipment Pads	5	30-Dec-25	06-Jan-26	114
EW15180	Reconstruct North Gravel Access Road	10	12-Mar-26	25-Mar-26	704
EARLY WORK GEO EXCHANGE		120	06-Jul-26	23-Dec-26	529
EW14750	Early Work - PP - Geo Exchange - Mobilization	5	06-Jul-26	10-Jul-26	140
EW14890	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 1)	40	13-Jul-26	04-Sep-26	140
EW14900	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 5)	40	13-Jul-26	04-Sep-26	140
EW14910	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 2)	40	08-Sep-26	02-Nov-26	564
EW14920	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 4)	40	08-Sep-26	02-Nov-26	529
EW14930	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 3)	20	03-Nov-26	02-Dec-26	529
EW14950	Early Work - PP - Geo Exchange - Install Vaults	10	03-Dec-26	16-Dec-26	529
EW14960	Early Work - PP - Geo Exchange - Backfill & Grade Geo Exchange Pad	5	17-Dec-26	23-Dec-26	529
SITE RETAINING WALLS		80	23-Dec-25	15-Apr-26	240
MSE RETAINING WALL (WALL #01)		55	23-Dec-25	11-Mar-26	265
A2430	Excavate for Site Retaining Walls	15	23-Dec-25	14-Jan-26	137
A2850	Install MSE Wall Lift 1	15	15-Jan-26	04-Feb-26	137
A14000	Backfill Lift 1	5	05-Feb-26	11-Feb-26	265
A14010	Install MSE Wall Lift 2	15	12-Feb-26	04-Mar-26	265
A14020	Backfill Lift 2	5	05-Mar-26	11-Mar-26	265
SOLDIER PILE RETAINING WALL (WALL #2)		71	07-Jan-26	15-Apr-26	223
RETAINING WALL UPPER		61	07-Jan-26	01-Apr-26	114
A14030	Equipment Mobilization	3	07-Jan-26	09-Jan-26	114
A2900	Install Soldier Pile	15	12-Jan-26	30-Jan-26	114
A2880	Excavate for Retaining Walls	15	14-Jan-26	03-Feb-26	114
A2910	Install Timber Lagging	10	16-Jan-26	29-Jan-26	114
A2940	Install Drain Mat	10	24-Feb-26	09-Mar-26	114
A2920	Install Retaining Wall Rebar	10	10-Mar-26	23-Mar-26	114
A2930	Shot-crete Wall	7	24-Mar-26	01-Apr-26	114
RETAINING WALL LOWER		54	30-Jan-26	15-Apr-26	223
A14100	Relocate Equipment	3	30-Jan-26	03-Feb-26	114
A14070	Install Soldier Pile	20	04-Feb-26	03-Mar-26	114
A14040	Excavate for Retaining Walls	15	06-Feb-26	26-Feb-26	114
A14080	Install Timber Lagging	10	10-Feb-26	23-Feb-26	114
A14060	Install Drain Mat	10	10-Mar-26	23-Mar-26	223
A14050	Install Retaining Wall Rebar	10	24-Mar-26	06-Apr-26	223
A14090	Shot-crete Wall	7	07-Apr-26	15-Apr-26	223
BUILDING A		435	04-Aug-26	19-Apr-28	193
BUILDING A - FOOTINGS		102	04-Aug-26	29-Dec-26	205
A1650	Building A - Grade Building Pad	10	04-Aug-26	17-Aug-26	29
A1660	Building A - Install Geo-Piers (Approx 653 @ 7'-0" OC)	20	18-Aug-26	15-Sep-26	206
A1690	Building A - Underslab MEP Coordination	25	15-Sep-26	19-Oct-26	203
A1670	Building A - Install Underslab Utilities	15	20-Oct-26	09-Nov-26	209
A13990	Building A - Excavate Foundations	15	20-Oct-26	09-Nov-26	214
A1010	Building A - Form Footings / Elevator Pits	22	10-Nov-26	11-Dec-26	209
A1700	Building A -Waterproof Elevator Pit	5	10-Dec-26	16-Dec-26	209



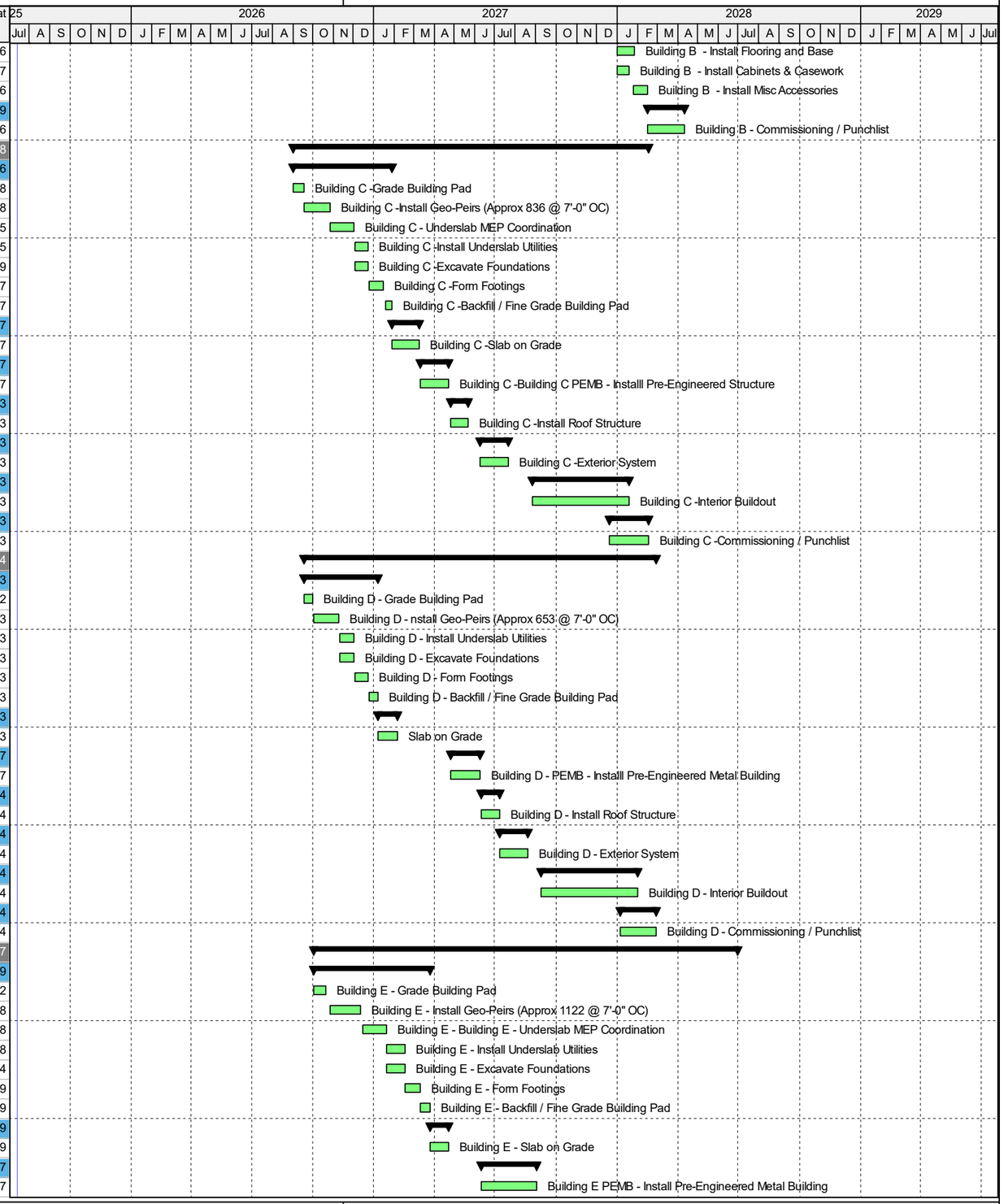
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A1680	Building A - Backfill / Fine Grade Building Pad	8	17-Dec-26	29-Dec-26	209
BUILDING A - SLAB-ON-GRADE (SOG)		68	29-Dec-26	02-Apr-27	459
A1020	Building A - Slab on Grade	20	29-Dec-26	26-Jan-27	209
A1030	Building A -Perimeter Slab Pourbacks	5	29-Mar-27	02-Apr-27	473
BUILDING A - TILT PANELS		52	26-Jan-27	07-Apr-27	229
A13920	Building A - Tilt Panels - Form Panel & Install Down Embeds	22	26-Jan-27	24-Feb-27	209
A13930	Building A - Tilt Panels - Rebar	12	05-Feb-27	22-Feb-27	236
A.13940	Building A - Tilt Panels - Conduit & Up Embeds	12	08-Feb-27	23-Feb-27	236
A.13950	Building A - Tilt Panels - Inspection	2	24-Feb-27	25-Feb-27	236
A.13960	Building A - Tilt Panels - Pour / Finish Upside Panel	6	26-Feb-27	05-Mar-27	236
A13970	Building A - Tilt Panels - Cure & Prep	7	08-Mar-27	16-Mar-27	236
A13980	Building A - Tilt Panels - Erect / Align / Lift in Place Tilt Panels	8	17-Mar-27	26-Mar-27	236
A14110	Building A - Tilit Panels - Weld Panel Clps	8	29-Mar-27	07-Apr-27	236
BUILDING A - ELEVATED DECKS		50	28-May-27	06-Aug-27	371
A1730	Building A -Steel Columns / Beams / Perimeter Steel	10	28-May-27	10-Jun-27	200
A1800	Building A Remove Tilt Braces	5	11-Jun-27	17-Jun-27	200
A1740	Building A - Install Metal Decking	17	15-Jun-27	08-Jul-27	200
A1760	Building A - Install Reinforcement and Shear Studs	5	08-Jul-27	14-Jul-27	200
A1750	Building A -Install Edgeforms and Block-outs	7	15-Jul-27	23-Jul-27	200
A1770	Building A -Pour Concrete Deck	5	26-Jul-27	30-Jul-27	200
A1780	Building A -Cure of SOMD	5	02-Aug-27	06-Aug-27	277
A1790	Building A -Install Stairs	5	02-Aug-27	06-Aug-27	383
BUILDING A - ROOF STRUCTURE		54	02-Aug-27	15-Oct-27	270
A1180	Building A -Layout and Survery	3	02-Aug-27	04-Aug-27	279
A1190	Building A -Install Girders / Joist / Perimeter Steel	10	09-Aug-27	20-Aug-27	277
A1200	Building A -Install Roof Decking	15	19-Aug-27	09-Sep-27	277
A1210	Building A -Install Curbing & Cut Deck at Roof Penetrations	7	09-Sep-27	17-Sep-27	277
A1220	Building A - Install Roofing System	20	20-Sep-27	15-Oct-27	277
BUILDING A - EXTERIOR SYSTEM		64	04-Oct-27	05-Jan-28	270
A1230	Building A - Clean & Prep Panels	20	04-Oct-27	29-Oct-27	277
A1240	Building A - Apply Exterior Coatings	20	18-Oct-27	12-Nov-27	277
A1250	Building A - Install Window System	18	01-Nov-27	24-Nov-27	277
A1260	Building A - Install Exterior Doors and Hardware	4	29-Nov-27	02-Dec-27	277
A1270	Building A - Install Roll-up Doors	20	29-Nov-27	27-Dec-27	277
A1280	Building A - Install Exterior Lighting and Signage	8	23-Dec-27	05-Jan-28	277
BUILDING A - INTERIORS BUILDOUT		143	02-Aug-27	23-Feb-28	233
A1290	Building A - Install MEP Hangers	10	02-Aug-27	13-Aug-27	200
A1310	Building A - Install Framing Top Track	8	02-Aug-27	11-Aug-27	200
A1300	Building A - Install Monokote	12	12-Aug-27	27-Aug-27	200
A1320	Building A - Install CMU Walls Adjacent to Drive Isles	18	19-Aug-27	14-Sep-27	223
A1330	Building A - Rough-in Over head MEP	20	24-Aug-27	21-Sep-27	200
A1340	Building A - Layout and Frame Walls	15	21-Sep-27	11-Oct-27	200
A1460	Building A - Buildout Restrooms	60	28-Sep-27	22-Dec-27	214
A1350	Building A - Rough-in MEP at Walls	12	05-Oct-27	20-Oct-27	200
A1360	Building A - H/T/F Gyp	20	13-Oct-27	09-Nov-27	200
A1370	Building A - Install Elevator	45	27-Oct-27	31-Dec-27	281
A1380	Building A - Prime and Paint	15	29-Oct-27	18-Nov-27	200
A1390	Building A - Install Ceiling Grid	15	12-Nov-27	06-Dec-27	200
A1400	Building A - Install Device Tile	4	03-Dec-27	08-Dec-27	200
A1450	Building A - Installl Doors and Hardware	15	03-Dec-27	23-Dec-27	284
A1410	Building A - Install MEP Devices	12	09-Dec-27	27-Dec-27	200
A1430	Building A - Install Ceiling Tile	10	27-Dec-27	10-Jan-28	200
A1440	Building A - Install Flooring and Base	18	10-Jan-28	02-Feb-28	200
A1470	Building A - Install Cabinets & Casework	12	10-Jan-28	25-Jan-28	261
Instal	Building A - Install Misc Accessories	15	03-Feb-28	23-Feb-28	200
BUILDING A - COMMISSIONING / PUNCHLIST		40	24-Feb-28	19-Apr-28	193
A1170	Building A - Commissioning / Punchlist	40	24-Feb-28	19-Apr-28	200
BUILDING B		419	18-Aug-26	11-Apr-28	199
BUILDING B - FOOTINGS		105	18-Aug-26	18-Jan-27	513



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
B13990	Building B - Grade Building Pad	10	18-Aug-26	31-Aug-26	29
B14000	Building B - Install Geo-Peirs (Approx 653 @ 7'-0" OC)	20	15-Sep-26	12-Oct-26	206
B14050	Building A - Underslab MEP Coordination	25	13-Oct-26	16-Nov-26	200
B14010	Building B - Install Underslab Utilities	15	17-Nov-26	09-Dec-26	206
B14080	Building B - Excavate Foundations	15	17-Nov-26	09-Dec-26	557
B14020	Building B - Form Footings / Elevator Pits	22	01-Dec-26	31-Dec-26	206
B14040	Building B - Waterproof Elevator Pit	5	31-Dec-26	07-Jan-27	206
B14030	Building B - Backfill / Fine Grade Building Pad	8	07-Jan-27	18-Jan-27	206
BUILDING B - SLAB-ON-GRADE (SOG)		87	19-Jan-27	19-May-27	426
B1190	Building B - Slab on Grade	30	19-Jan-27	01-Mar-27	206
A14190	Building B - Perimeter Slab Pourbacks	5	13-May-27	19-May-27	440
BUILDING B - TILTS PANELS		52	02-Mar-27	12-May-27	199
A14130	Building B - Tilt Panels - Form Panel & Install Down Embeds	22	02-Mar-27	31-Mar-27	206
A14140	Building B - Tilt Panels - Rebar	12	12-Mar-27	29-Mar-27	206
A.13970	Building B - Tilt Panels - Conduit & Up Embeds	12	15-Mar-27	30-Mar-27	206
A.13980	Building B - Tilt Panels - Inspection	2	31-Mar-27	01-Apr-27	206
A.13990	Building B - Tilt Panels - Pour / Finish Upside Panel	6	02-Apr-27	09-Apr-27	206
A14150	Building B - Tilt Panels - Cure & Prep	7	12-Apr-27	20-Apr-27	206
A14160	Building B - Tilt Panels - Erect / Align / Lift in Place Tilt Panels	8	21-Apr-27	30-Apr-27	206
A14170	Building B - Tlilt Panels - Weld Panel Clips	8	03-May-27	12-May-27	206
BUILDING B - ELEVATED DECKS		49	13-May-27	22-Jul-27	382
A14200	Building B - Steel Columns / Beams / Perimeter Steel	10	13-May-27	27-May-27	206
A14210	Building B - Remove Tilt Braces	5	27-May-27	02-Jun-27	206
A14220	Building B - Install Metal Decking	17	31-May-27	22-Jun-27	206
A14230	Building B - Install Reinforcement and Shear Studs	5	23-Jun-27	29-Jun-27	206
A14240	Building B - Install Edgeforms and Block-outs	7	30-Jun-27	09-Jul-27	206
A14250	Building B - Pour Concrete Deck	5	09-Jul-27	15-Jul-27	206
A14260	Building B - Cure of SOMD	5	16-Jul-27	22-Jul-27	394
A14270	Building B - Install Stairs	5	16-Jul-27	22-Jul-27	394
BUILDING B - ROOF STRUCTURE		53	16-Jul-27	29-Sep-27	293
A14280	Building B - Layout and Survery	3	16-Jul-27	20-Jul-27	300
A14290	Building B - Install Girders / Joist / Perimeter Steel	10	21-Jul-27	03-Aug-27	300
A14300	Building B - Install Roof Decking	15	02-Aug-27	20-Aug-27	300
A14310	Building B - Install Curbing & Cut Deck at Roof Penetrations	7	23-Aug-27	31-Aug-27	300
A14320	Building B - Install Roofing System	20	01-Sep-27	29-Sep-27	300
BUILDING B - EXTERIOR SYSTEM		56	15-Sep-27	03-Dec-27	291
A14330	Building B - Clean & Prep Panels	20	15-Sep-27	12-Oct-27	300
A14340	Building B - Apply Exterior Coatings	20	29-Sep-27	26-Oct-27	300
A14350	Building B - Install Window System	18	29-Sep-27	22-Oct-27	300
A14360	Building B - Install Exterior Doors and Hardware	4	25-Oct-27	28-Oct-27	300
A14370	Building B - Install Roll-up Doors	20	25-Oct-27	19-Nov-27	300
A14380	Building B - Install Exterior Lighting and Signage	8	22-Nov-27	03-Dec-27	300
BUILDING B - INTERIORS BUILDOUT		148	16-Jul-27	15-Feb-28	239
A14390	Building B - Install MEP Hangers	10	16-Jul-27	29-Jul-27	206
A14400	Building B - Install Framing Top Track	8	16-Jul-27	27-Jul-27	206
A14410	Building B - Install Monokote	20	28-Jul-27	24-Aug-27	206
A14420	Building B - Install CMU Walls Adjacent to Drive Isles	18	04-Aug-27	27-Aug-27	229
A14430	Building B - Rough-in Over head MEP	20	09-Aug-27	03-Sep-27	206
A14440	Building B - Layout and Frame Walls	15	07-Sep-27	27-Sep-27	206
A14460	Building B - Buildout Restrooms	60	13-Sep-27	07-Dec-27	225
A14450	Building B - Rough-in MEP at Walls	12	20-Sep-27	05-Oct-27	206
A14470	Building B - H/T/F Gyp	20	28-Sep-27	25-Oct-27	206
A14480	Building B - Install Elevator	45	12-Oct-27	15-Dec-27	292
A14490	Building B - Prime and Paint	15	14-Oct-27	03-Nov-27	206
A14500	Building B - Install Ceiling Grid	15	28-Oct-27	17-Nov-27	206
A14510	Building B - Install Device Tile	4	18-Nov-27	23-Nov-27	206
A14520	Building B - Installl Doors and Hardware	15	18-Nov-27	10-Dec-27	295
A14530	Building B - Install MEP Devices	12	24-Nov-27	13-Dec-27	206
A14540	Building B - Install Ceiling Tile	15	10-Dec-27	31-Dec-27	206



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A14550	Building B - Install Flooring and Base	18	31-Dec-27	26-Jan-28	206
A14560	Building B - Install Cabinets & Casework	12	31-Dec-27	18-Jan-28	267
Instal10	Building B - Install Misc Accessories	15	26-Jan-28	15-Feb-28	206
BUILDING B - COMMISSIONING & PUNCHLIST		40	16-Feb-28	11-Apr-28	199
B1240	Building B - Commissioning / Punchlist	40	16-Feb-28	11-Apr-28	206
BUILDING C		370	01-Sep-26	16-Feb-28	238
FOOTINGS		102	01-Sep-26	27-Jan-27	506
C14080	Building C -Grade Building Pad	12	01-Sep-26	17-Sep-26	28
C14090	Building C -Install Geo-Peirs (Approx 836 @ 7'-0" OC)	27	18-Sep-26	26-Oct-26	28
C14140	Building C - Underslab MEP Coordination	25	27-Oct-26	02-Dec-26	45
C14100	Building C -Install Underslab Utilities	15	03-Dec-26	23-Dec-26	45
C14095	Building C -Excavate Foundations	15	03-Dec-26	23-Dec-26	529
C14110	Building C -Form Footings	15	24-Dec-26	15-Jan-27	77
C14120	Building C -Backfill / Fine Grade Building Pad	8	18-Jan-27	27-Jan-27	77
SLAB-ON-GRADE (SOG)		30	28-Jan-27	10-Mar-27	77
C1260	Building C -Slab on Grade	30	28-Jan-27	10-Mar-27	77
PRE-ENGINEERED STRUCTURE		32	11-Mar-27	23-Apr-27	77
C14130	Building C -Building C PEMB - Installl Pre-Engineered Structure	32	11-Mar-27	23-Apr-27	77
ROOF STRUCTURE		20	26-Apr-27	21-May-27	173
C1280	Building C -Install Roof Structure	20	26-Apr-27	21-May-27	173
EXTERIOR SYSTEM		30	09-Jun-27	21-Jul-27	173
C1290	Building C -Exterior System	30	09-Jun-27	21-Jul-27	173
INTERIORS BUILDOUT		100	26-Aug-27	19-Jan-28	173
C1300	Building C -Interior Buildout	100	26-Aug-27	19-Jan-28	173
COMMISSIONING & PUNCHLIST		40	21-Dec-27	16-Feb-28	173
C1310	Building C -Commissioning / Punchlist	40	21-Dec-27	16-Feb-28	173
BUILDING D		367	18-Sep-26	29-Feb-28	164
FOOTINGS		75	18-Sep-26	06-Jan-27	133
D14170	Building D - Grade Building Pad	10	18-Sep-26	01-Oct-26	32
D14180	Building D - nstall Geo-Peirs (Approx 653 @ 7'-0" OC)	27	02-Oct-26	09-Nov-26	133
D14190	Building D - Install Underslab Utilities	15	10-Nov-26	02-Dec-26	133
D14260	Building D - Excavate Foundations	15	10-Nov-26	02-Dec-26	133
D14200	Building D - Form Footings	15	03-Dec-26	23-Dec-26	133
D14210	Building D - Backfill / Fine Grade Building Pad	8	24-Dec-26	06-Jan-27	133
SLAB-ON-GRADE (SOG)		21	07-Jan-27	04-Feb-27	133
D1330	Slab on Grade	21	07-Jan-27	04-Feb-27	133
PRE-ENGINEERED STRUCTURE		32	26-Apr-27	09-Jun-27	77
D14220	Building D - PEMB - Installl Pre-Engineered Metal Building	32	26-Apr-27	09-Jun-27	77
ROOF STRUCTURE		20	10-Jun-27	08-Jul-27	164
D1350	Building D - Install Roof Structure	20	10-Jun-27	08-Jul-27	164
EXTERIOR SYSTEM		30	09-Jul-27	19-Aug-27	164
D1360	Building D - Exterior System	30	09-Jul-27	19-Aug-27	164
INTERIORS BUILDOUT		100	09-Sep-27	01-Feb-28	164
D1370	Building D - Interior Buildout	100	09-Sep-27	01-Feb-28	164
COMMISSIONING & PUNCHLIST		40	05-Jan-28	29-Feb-28	164
D1380	Building D - Commissioning / Punchlist	40	05-Jan-28	29-Feb-28	164
BUILDING E		444	02-Oct-26	30-Jun-28	77
FOOTINGS		121	02-Oct-26	25-Mar-27	109
E14260	Building E - Grade Building Pad	13	02-Oct-26	20-Oct-26	32
E14270	Building E - Install Geo-Peirs (Approx 1122 @ 7'-0" OC)	32	27-Oct-26	11-Dec-26	28
E14360	Building E - Building E - Underslab MEP Coordination	25	14-Dec-26	19-Jan-27	28
E14280	Building E - Install Underslab Utilities	20	20-Jan-27	16-Feb-27	28
E14350	Building E - Excavate Foundations	20	20-Jan-27	16-Feb-27	124
E14290	Building E - Form Footings	17	17-Feb-27	11-Mar-27	109
E14300	Building E - Backfill / Fine Grade Building Pad	10	12-Mar-27	25-Mar-27	109
SLAB-ON-GRADE (SOG)		21	26-Mar-27	23-Apr-27	109
E1400	Building E - Slab on Grade	21	26-Mar-27	23-Apr-27	109
PRE-ENGINEERED STRUCTURE		60	10-Jun-27	02-Sep-27	77
E14310	Building E PEMB - Install Pre-Engineered Metal Building	60	10-Jun-27	02-Sep-27	77



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
ROOF STRUCTURE		30	03-Sep-27	15-Oct-27	77
A1420	Building E - Install Roof Structure	30	03-Sep-27	15-Oct-27	77
EXTERIOR SYSTEM		30	18-Oct-27	30-Nov-27	77
E1430	Building E - Exterior System	30	18-Oct-27	30-Nov-27	77
INTERIORS BUILDOUT		130	01-Dec-27	02-Jun-28	77
E1440	Building E - Interior Buildout	130	01-Dec-27	02-Jun-28	77
COMMISSIONING & PUNCHLIST		40	05-May-28	30-Jun-28	77
E1450	Building E - Commissioning / Punchlist	40	05-May-28	30-Jun-28	77
BUILDING F		303	21-Oct-26	31-Dec-27	205
FOOTINGS		64	21-Oct-26	22-Jan-27	292
F14350	Building F - Grade Building Pad	5	21-Oct-26	27-Oct-26	304
F14360	Building F - nstall Geo-Peirs (Approx 88 @ 7'-0" OC)	7	10-Nov-26	18-Nov-26	295
F14410	Building F - Underslab MEP Coordination	5	19-Nov-26	25-Nov-26	295
F14370	Building F - Install Underslab Utilities /. Fuel Tanks	20	03-Dec-26	31-Dec-26	292
F14440	Building F - Excavate Foundations	20	03-Dec-26	31-Dec-26	292
F14380	Building F - Form Footings	10	04-Jan-27	15-Jan-27	292
F14390	Building F - Backfill / Fine Grade Building Pad	5	18-Jan-27	22-Jan-27	292
SLAB-ON-GRADE (SOG)		10	05-Feb-27	18-Feb-27	283
F1470	Building F - Slab on Grade	10	05-Feb-27	18-Feb-27	283
PRE-ENGINEERED STRUCTURE		20	10-Jun-27	08-Jul-27	205
F14400	Building F - Building F PEMB - Installl Pre-Engineered Metal Building	20	10-Jun-27	08-Jul-27	205
ROOF STRUCTURE		10	09-Jul-27	22-Jul-27	205
F1490	Building F - Install Roof Structure	10	09-Jul-27	22-Jul-27	205
EXTERIOR SYSTEM		40	23-Aug-27	18-Oct-27	205
F1500	Building F - Exterior System	40	23-Aug-27	18-Oct-27	205
INTERIORS BUILDOUT		30	20-Oct-27	02-Dec-27	205
F1510	Building F - Interior Buildout	30	20-Oct-27	02-Dec-27	205
COMMISSIONING & PUNCHLIST		30	17-Nov-27	31-Dec-27	205
F1520	Building F - Commissioning / Punchlist	30	17-Nov-27	31-Dec-27	205
SITEWORK		399	17-Feb-27	11-Sep-28	28
CURBS		85	17-Feb-27	16-Jun-27	28
S1530	Curbs	85	17-Feb-27	16-Jun-27	28
PARKING LOT		65	16-Apr-27	19-Jul-27	28
S1540	Parking Lot Prep	65	16-Apr-27	19-Jul-27	28
Base Sect AC		55	20-Jul-27	05-Oct-27	28
S1550	Base Sect AC	55	20-Jul-27	05-Oct-27	28
SIDEWALKS		62	17-Sep-27	15-Dec-27	28
S1560	Sidewalks	62	17-Sep-27	15-Dec-27	28
IRRIGATION & LANDSCAPING		128	16-Dec-27	15-Jun-28	28
S1570	Landscape Irrigation	64	16-Dec-27	16-Mar-28	28
S1610	Planting Trees & Shrubs	64	17-Mar-28	15-Jun-28	28
2nd Lift AC		43	17-Apr-28	15-Jun-28	28
S1580	2nd Lift AC	43	17-Apr-28	15-Jun-28	28
STRIPING & SITE FURNISHINGS		40	16-Jun-28	11-Aug-28	28
S1590	Striping - Site Furnishings	40	16-Jun-28	11-Aug-28	28
COMMISSIONING & PUNCHLIST		40	17-Jul-28	11-Sep-28	28
S1600	Commissioning / Punchlist	40	17-Jul-28	11-Sep-28	28
CONSTRUCTION		821	29-Oct-25	11-Sep-28	0
C1000	Construction	821	29-Oct-25	11-Sep-28	0

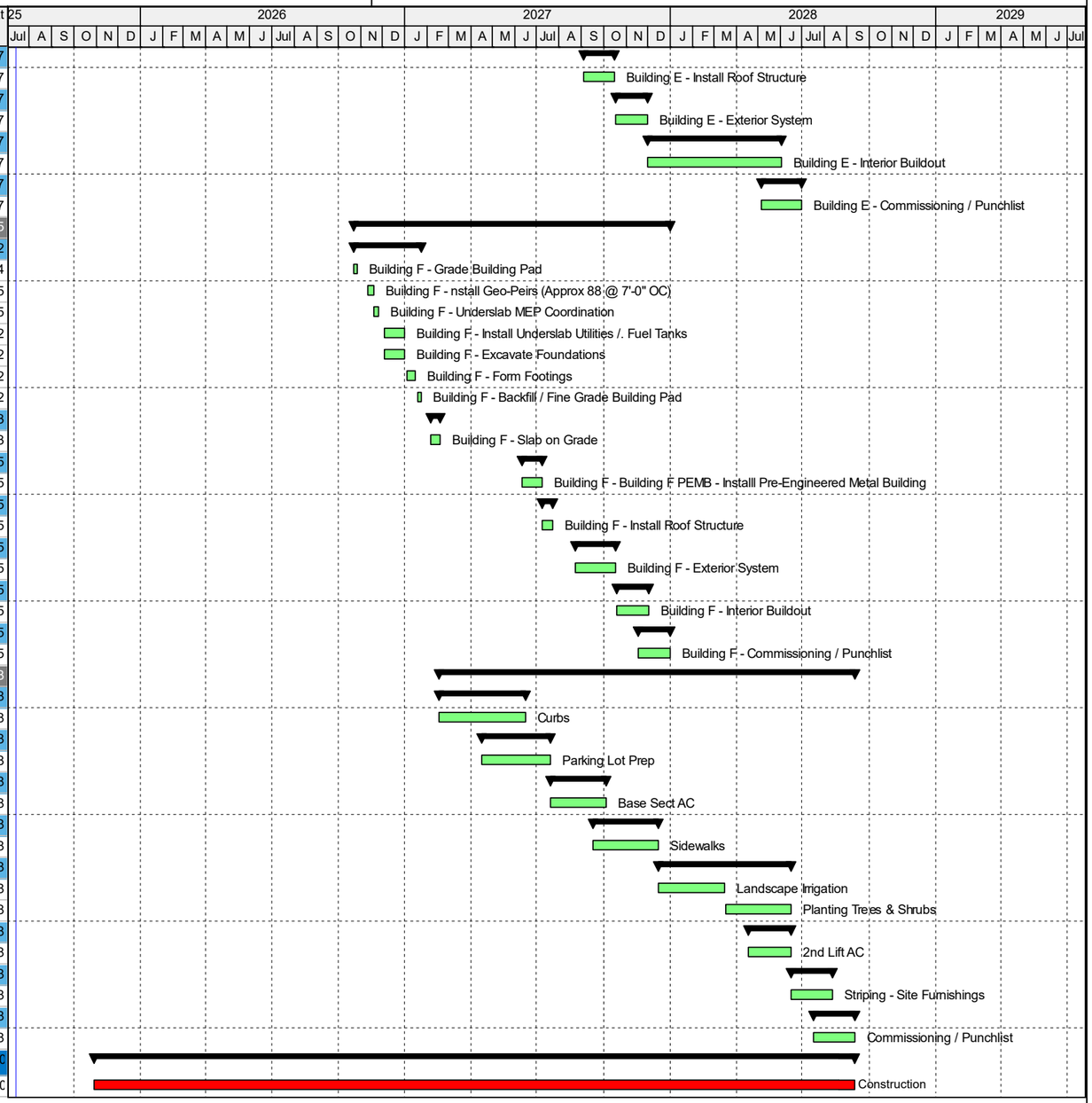


EXHIBIT "I"
Contract AMENDMENT #3
Early Work General Conditions
City of Vancouver – Public Works Operations Center

GENERAL CONDITIONS

No change

EXHIBIT "J"
MACC-3 (Contract AMENDMENT #3)
Group IV Bid Tab & Bids– 23B and 26BA
City of Vancouver – Public Works Operations Center

Group IV Bid Tab and Bids

MCCM PROPOSAL EVALUATION SHEET

Date 11/13/2025

PROJECT: Vancouver Maintenance and Operation Facility

	Weighting (Max. Points)	Piper Mechanical Inc	JRT mechanical Inc	Total Mechanical	Apollo Sheet Metal	Holdiay Parks Inc	MacDonald Miller
Evaluation Criteria	*Available Points*						
Minimum Qualifications (Pass/Fail)							
		PASS	PASS	PASS	PASS	PASS	PASS
Scored Qualifications - 30 Points							
TOTAL SCORE - PROPOSAL	**30**	**20.4**	**21.6**	**25.7**	**26.7**	**22.0**	**25.5**
Interview - 60 Points							
TOTAL SCORE - INTERVIEW	***60***	**NA**	**NA**	**56.0**	**53.0**	**NA**	**48.0**
SUBTOTAL (Proposal + Interview)	***90***			***81.7***	***79.7***		***73.5***
Final Proposal - 20 Points							
Fee				**8.25%**	**7.50%**		
Bid Amount (Fee x Estimated MASC)	***$ 14,900,000***			***$ 1,229,250***	***$ 1,117,500***		
Specified GCs				***$ 1,966,978***	***$ 2,726,503***		
TOTAL BID				***$ 3,196,228***	***$ 3,844,003***		
LOW BID		***$***					***3,196,228***
POINTS ((Low Bid / Sub Bid) x 20pts)	**20**	***NA***	***NA***	***20.0***	***16.6***	***NA***	***NA***
GRAND TOTAL	**110**			***101.7***	***96.5***		

Vancouver Public Works Operations Campus - ECCM & MCCM

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

Sent proposal: $3,196,228

Submitted Nov 13, 2025 at 10:34 AM PST

Total Mechanical, Inc.
4857 NW Lake Rd #300, Suite 300, Camas, WA 98607, USA

Matt Condon | Senior Estimator | +1 971-393-0017 | mattc@totalmechanical.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Fee [Percent Fee % X MASC]			$1,229,250
Specified General Conditions Lump Sum			$1,966,978
Base Bid			**$3,196,228**

Scope-Specific Information and Unit Costs

Percent Fee (%)	8.25%

General Acknowledgments

Licensing: Licensed Mechanical Contractor in the State of Washington and licensed to do business in the City of Vancouver	Yes
Insurance: Ability to provide the minimum insurance coverage shown in the attached Insurance Exhibit (Reference Attachment B – Skanska Sample Subcontract Agreement's Exhibit G). Provide a letter, or letters, from the firm's broker/insurer(s) stating that the firm will meet the required insurance coverage, without exception (include professional liability for hangers, seismic, etc.). Note: Insurance letter(s) will not be considered part of the proposal's page count.	Yes
Bidder Prequalification: Bidder shall complete the Skanska pre-qualification process prior to proposal submission.	Yes
Bidder Responsibility Criteria: Proposer shall provide a sworn statement indicating qualification of public works projects.	Yes
Contract Terms: Proposer accepts the Skanska Subcontract Terms, Conditions and Exhibits included as Attachment B without exception. Provide the Attachment A Subcontractor's Certification Statement form signed by an officer of your company confirming acceptance. Note: Contractor's signed Attachment B will not be considered part of the proposal's page count.	Yes
Experience Modification Rate (EMR): The proposer shall provide their EMR for the past three (3) years (2021-2024) as determined by the Washington State Department of Labor and Industries. The passing criteria is an EMR of 1.0 or less in either the most recent year or the average of the past three (3) years, whichever is more favorable.	Yes

Bond Information

Bonding Capacity: Ability to provide Payment and Performance Bonds for the anticipated value of this contract (Approx. $13.6M). Provide a letter from your Surety or Bonding Agent indicating that the firm has the requisite bonding capacity during the anticipated contract period and will provide bonds in strict accordance with Attachment B's Exhibit O. Note: Contractor's Surety letter will not be considered part of the proposal's page count.	Yes

Attachments

11.13.25 - TMI Fee Proposal - ... (1.4 MB)

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus Project
Bid Form for MC/CM Services

BID FORM

(To be submitted no later than **11:00 AM on November 13, 2025)**

TO: Skanska USA Building, Inc.

AT: BuildingConnected

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 2 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the SOQ, RFFP, 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 MC/CM work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. GENERAL CONDITIONS AND FEE BID:

Description of Bid Item:	Percentage	Total Estimated MASC	Bid Amount
Percent Fee (Percentage x Total Estimated MASC)	8.25 %	$ 14,900,000	$ 1,229,250
Specified General Conditions Designated Staff Breakdown (lump sum) *Proposers are instructed to base the Final Proposal on the attached Specified General Conditions Designated Staff Breakdown (Section II). Complete attached breakdown of costs for Specified General Conditions Designated Staff and submit with proposal form.*	n/a	n/a	$ 1,966,978
		Total Bid:	$ 3,196,228

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

Threemillononehundredninetysixthousandtwohundredtwentyeight Dollars

$ 3,196,228

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus Project
Bid Form for MC/CM Services

II. SPECIFIED GENERAL CONDITIONS DESIGNATED STAFF BREAKDOWN

Proposers are instructed to base the Final Proposal on the designated staff positions shown below.

All other Specified General Conditions staff positions, duration, and costs, including those on the Cost Responsibility Matrix, that are not indicated on this form are subject to negotiation after review of the finalized project scope and schedule.

Time of Completion – Final completion must be achieved within sixty (60) days following substantial completion.

Specified General Conditions Designated Staff	Duration	Cost / month	Proposal Amount
Project Manager – on site, day-to-day	26 Months	$ 19,918 /month	$ 517,868
Superintendent (onsite day-to-day field leadership)	26 Months	$ 5,577 /month	$ 145,002
General Foreman (onsite day-to-day field leadership)	26 Months	$ 26,153 /month	$ 679,978
All other Specified General Conditions – As required by the cost matrix and contract.	26 Months	$ 24,005 /month	$ 624,130
Total Specified General Conditions Designated Staff Costs (include on Section I of MC/CM Proposal Form)			$ 1,966,978

III. PRECONSTRUCTION SERVICES:

Provide a list of individuals proposed to perform preconstruction services, including names, project role and their fully weighted (all inclusive) hourly rate.

Staff Member Name and Title / Position	Hourly Rate
Daniel Carlson - Preconstruction Manager	$ 210.00
Dan Binder - Sr. Project Manager	$ 145.00
Creighton Kearns - Principal Engineer	$ 185.00
Matt Condon - Estimator	$ 120.00
Dawnn Rebholz - Project Manager	$ 120.00
Nick Johnson - Field Superintendent	$ 165.00

Peter Brown - BIM Lead	$ 145.00
Allen Whitbey - VDC Lead	$ 145.00
Travis Spreen - General Foreman	$ 155.00
	$
	$

BID EVALUATION:
For purposes of bid evaluation, a subcontract will be awarded to the low responsive and responsible bidder based on Part I. TOTAL BID.
A Subcontract Agreement will be executed based on the negotiated amount utilizing the rates noted below in Part III. PRECONSTRUCTION SERVICES.

Description of Item:	Value:
Preconstruction Service - (Lump Sum Value of Total Preconstruction services)	$125,000

FEE:
Fee noted above is a blended rate and will be applied to the total MASC amount and future change orders. This fee percentage will supersede the change order fee specified in the A201 owner contract. Subcontractor shall review RCW 39.10.385 for the definition of MASC and the application of fee to MC/CM contract when executed.

SALES TAX:
None of the sums stated in the foregoing include Washington State Sales Tax except as required in the Cost Matrix for General Condition items.

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 to RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:
Bidder has familiarized themselves with the contract requirements and has understood that liquidated damages may be assessed for each consecutive calendar day the completion of the project exceeds the specified completion date for this bid package. Liquidated damages shall be deducted from the subcontract by subcontract modification.

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus Project
Bid Form for MC/CM Services

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.

ENCLOSED WITH THE BID:

1. Completed and signed proposal by appropriate Officer of the bidding firm.

Total Mechanical, Inc
Legal Name of Bidder

By (Authorized Signature)

Daniel Carlson
Printed Name

President
Title

4857 NW Lake Rd, Suite 300
Street Address

Camas, WA 98607
City State

503-734-4506
Telephone Fax No.

CC TOTALI*202BN
State of Washington Contractor's License No.

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

Vancouver Public Works Operations Campus - ECCM & MCCM

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

Sent proposal: $3,844,003

Submitted Nov 13, 2025 at 10:20 AM PST

Apollo Sheet Metal, Inc. dba Apollo Mechanical Contractors
7555 SW Tech Center Dr, Tigard, OR 97223, USA

George Schlotz | PreCon Manager | +1 503-726-8849 | george.schlotz@apollomech.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Fee [Percent Fee % X MASC]			$1,117,500
Specified General Conditions Lump Sum			$2,726,503
Base Bid			**$3,844,003**

Scope-Specific Information and Unit Costs

Percent Fee (%)	7.5

General Acknowledgments

Licensing: Licensed Mechanical Contractor in the State of Washington and licensed to do business in the City of Vancouver		Yes
Insurance: Ability to provide the minimum insurance coverage shown in the attached Insurance Exhibit (Reference Attachment B – Skanska Sample Subcontract Agreement's Exhibit G). Provide a letter, or letters, from the firm's broker/insurer(s) stating that the firm will meet the required insurance coverage, without exception (include professional liability for hangers, seismic, etc.). Note: Insurance letter(s) will not be considered part of the proposal's page count.		Yes
Bidder Prequalification: Bidder shall complete the Skanska pre-qualification process prior to proposal submission.		Yes
Bidder Responsibility Criteria: Proposer shall provide a sworn statement indicating qualification of public works projects.	Yes	
Contract Terms: Proposer accepts the Skanska Subcontract Terms, Conditions and Exhibits included as Attachment B without exception. Provide the Attachment A Subcontractor's Certification Statement form signed by an officer of your company confirming acceptance. Note: Contractor's signed Attachment B will not be considered part of the proposal's page count.	Yes	
Experience Modification Rate (EMR): The proposer shall provide their EMR for the past three (3) years (2021-2024) as determined by the Washington State Department of Labor and Industries. The passing criteria is an EMR of 1.0 or less in either the most recent year or the average of the past three (3) years, whichever is more favorable.		Yes

Bond Information

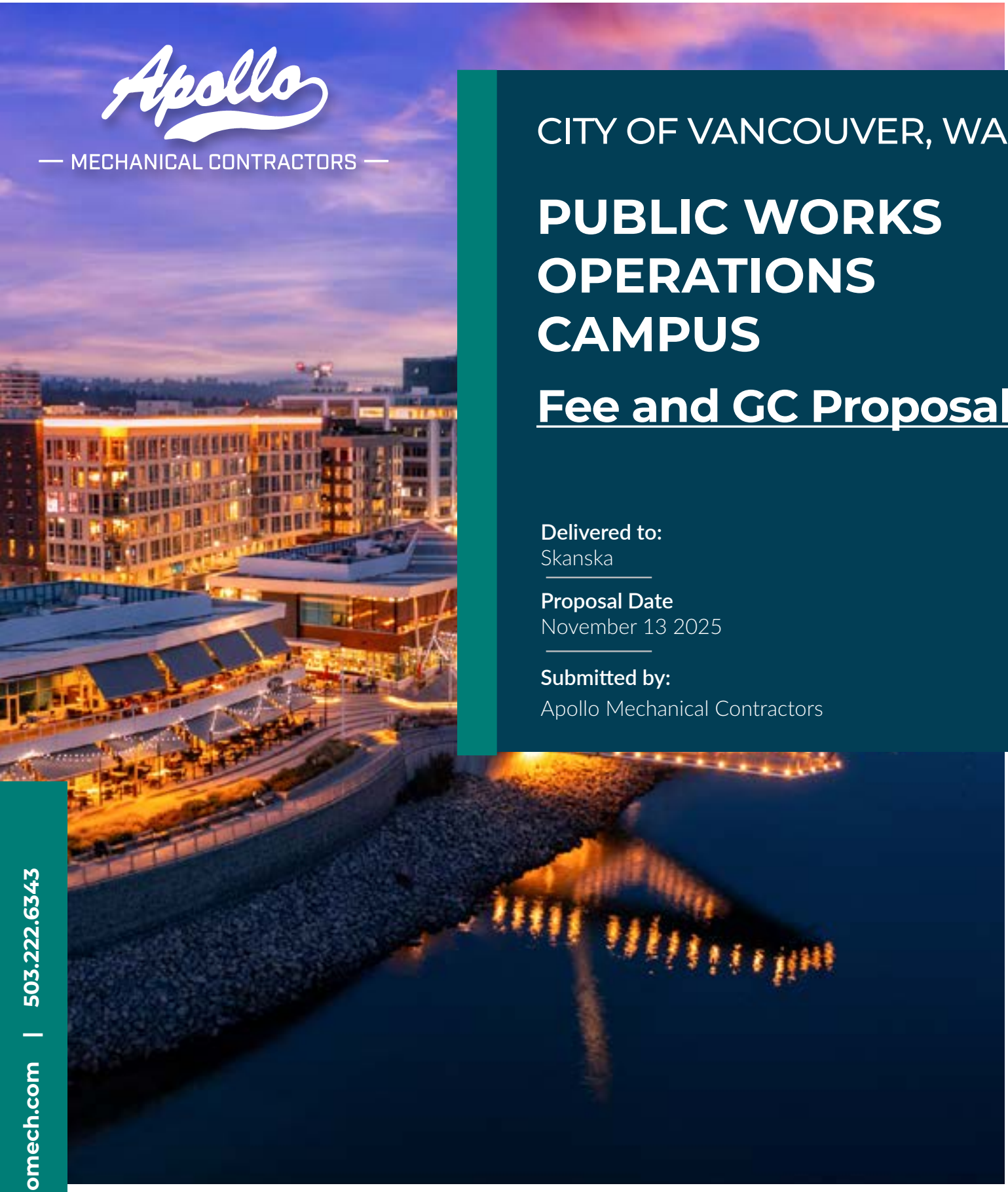
Bonding Capacity: Ability to provide Payment and Performance Bonds for the anticipated value of this contract (Approx. $13.6M). Provide a letter from your Surety or Bonding Agent indicating that the firm has the requisite bonding capacity during the anticipated contract period and will provide bonds in strict accordance with Attachment B's Exhibit O. Note: Contractor's Surety letter will not be considered part of the proposal's page count.	Yes

Additional Information

Notes Sworn Statement, Attachment A, and Bonding capacity letters attached. Can be found in our RFQ response as well.

Attachments

- Public Works Ops Campus - ... (442 KB)
- Sworn, Attachment A, Bondi... (781 KB)



Apollo
— MECHANICAL CONTRACTORS —

CITY OF VANCOUVER, WA

PUBLIC WORKS OPERATIONS CAMPUS

Fee and GC Proposal

Delivered to:
Skanska

Proposal Date
November 13 2025

Submitted by:
Apollo Mechanical Contractors

apollomech.com | 503.222.6343

SKANSKA

CITY OF Vancouver WASHINGTON

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus Project
Bid Form for MC/CM Services

BID FORM

(To be submitted no later than **11:00 AM on November 13, 2025)**

TO: Skanska USA Building, Inc.

AT: BuildingConnected

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 2 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the SOQ, RFFP, 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 MC/CM work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. GENERAL CONDITIONS AND FEE BID:

Description of Bid Item:	Percentage	Total Estimated MASC	Bid Amount
Percent Fee (Percentage x Total Estimated MASC)	7.5 %	$ 14,900,000	$ 1,117,500.00
Specified General Conditions Designated Staff Breakdown (lump sum) *Proposers are instructed to base the Final Proposal on the attached Specified General Conditions Designated Staff Breakdown (Section II). Complete attached breakdown of costs for Specified General Conditions Designated Staff and submit with proposal form.*	n/a	n/a	$ 2,726,503.00
		Total Bid:	**$** 3,844,003.00

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

Three Million, Eight Hundred Forty-Four Thousand, Three Dollars

Print Dollar Amount

$ 3,844,003.00

Numerical Dollar Amount

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus Project
Bid Form for MC/CM Services

II. SPECIFIED GENERAL CONDITIONS DESIGNATED STAFF BREAKDOWN

Proposers are instructed to base the Final Proposal on the designated staff positions shown below.

All other Specified General Conditions staff positions, duration, and costs, including those on the Cost Responsibility Matrix, that are not indicated on this form are subject to negotiation after review of the finalized project scope and schedule.

Time of Completion – Final completion must be achieved within sixty (60) days following substantial completion.

Specified General Conditions Designated Staff	**Duration**	**Cost / month**	**Proposal Amount**
Project Manager – on site, day-to-day	26 Months	$15,750.00/month	$ 409,500.00
Superintendent (onsite day-to-day field leadership)	26 Months	$26,889.08/month	$699,116.02
General Foreman (onsite day-to-day field leadership)	26 Months	$20,512.58/month	$533,326.98
All other Specified General Conditions – As required by the cost matrix and contract.	26 Months	$41,713.85/month	$1,084,560.00
Total Specified General Conditions Designated Staff Costs (include on Section I of MC/CM Proposal Form)			$2,726,503.00

III. PRECONSTRUCTION SERVICES:

Provide a list of individuals proposed to perform preconstruction services, including names, project role and their fully weighted (all inclusive) hourly rate.

Staff Member Name and Title / Position	Hourly Rate
George Schlotz - Project Executive/Pre-con Lead	$ 120.00
Jason Sambuceto - Estimating Manager	$ 115.00
Stacey Kinnan - Site Superintendent	$ 155.25
Anthony Harnish - Project Manager	$ 90.00
Eddy Herrera - Piping GF	$ 141.30
Adam Amundson - Sheet Metal GF	$ 118.57

Eric Ehrhardt - BIM Manager	$ 110.00
Erik Henly - Safety Manager	$ 75.00
Wade Synder - Mechanical Systems Director	$ 120.00
	$
	$

BID EVALUATION:
For purposes of bid evaluation, a subcontract will be awarded to the low responsive and responsible bidder based on Part I. TOTAL BID.
A Subcontract Agreement will be executed based on the negotiated amount utilizing the rates noted below in Part III. PRECONSTRUCTION SERVICES.

Description of Item:	**Value:**
Preconstruction Service - (Lump Sum Value of Total Preconstruction services)	$125,000

FEE:
Fee noted above is a blended rate and will be applied to the total MASC amount and future change orders. This fee percentage will supersede the change order fee specified in the A201 owner contract. Subcontractor shall review RCW 39.10.385 for the definition of MASC and the application of fee to MC/CM contract when executed.

SALES TAX:
None of the sums stated in the foregoing include Washington State Sales Tax except as required in the Cost Matrix for General Condition items.

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 to RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:
Bidder has familiarized themselves with the contract requirements and has understood that liquidated damages may be assessed for each consecutive calendar day the completion of the project exceeds the specified completion date for this bid package. Liquidated damages shall be deducted from the subcontract by subcontract modification.

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus Project
Bid Form for MC/CM Services

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.

ENCLOSED WITH THE BID:

1. Completed and signed proposal by appropriate Officer of the bidding firm.

Apollo Sheet Metal, Inc.
Legal Name of Bidder

By (Authorized Signature)

Bob Lindbloom
Printed Name

Executive Vice President
Title

1133 W. Columbia Dr.
Street Address

Kennewick — WA
City — State

509-586-1104
Telephone — Fax No.

APOLLSM187MK
State of Washington Contractor's License No.

The firm represented by the above signature is:

Sole Proprietorship	
Partnership	
Corporation	X
State of Incorporation	WA
Other	

ECCM PROPOSAL EVALUATION SHEET

Date 11/13/2025

PROJECT: Vancouver Maintenance and Operation Facility

		Weighting (Max. Points)	Prairie Electric	JH Kelly LLC	EC Electric	OEG Inc.		
Evaluation Criteria		*Available Points*						
Minimum Qualifications (Pass/Fail)								
			PASS	PASS	PASS	PASS		
Scored Qualifications - 30 Points								
TOTAL SCORE - PROPOSAL		**30**	**24.8**	**27.8**	**26.4**	**25.0**		
Interview - 60 Points								
TOTAL SCORE - INTERVIEW		***60***	**55.0**	**50.0**	**55.0**	**45.0**	**0.0**	**0.0**
SUBTOTAL (Proposal + Interview)		***90***	***79.8***	***77.8***	***81.4***	***70.0***	***0.0***	***0.0***
Final Proposal - 20 Points								
Fee			**7.00%**	**10.50%**	**6.85%**			
Bid Amount (Fee x Estimated MASC)		***$ 19,000,000***	***$ 1,330,000***	***$ 1,995,000***	***$ 1,301,500***			
Specified GCs			***$ 1,632,500***	***$ 2,292,325***	***$ 1,492,117***			
TOTAL BID			***$ 2,962,500***	***$ 4,287,325***	***$ 2,793,617***			
LOW BID			***$***					***2,793,617***
POINTS ((Low Bid / Sub Bid) x 20pts)		**20**	***18.9***	***13.0***	***20.0***	***0.0***		
GRAND TOTAL		**110**	***98.5***	***91.0***	***101.4***	***70.0***		

Vancouver Public Works Operations Campus - ECCM & MCCM

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

Sent proposal: $2,793,617

Submitted Nov 13, 2025 at 10:29 AM PST

EC Electric
981 Powell Ave SW, Suite200, Renton, WA 98057, USA
Shawn Leonard | Project Manager / Quality Manager | +1 503-555-1212 | shawn.leonard@ecpowerslife.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Fee [Percent Fee % X MASC]			$1,301,500
Specified General Conditions Lump Sum			$1,492,117
Base Bid			**$2,793,617**

Scope-Specific Information and Unit Costs

Percent Fee (%)	6.85

General Acknowledgments

Licensing: Licensed Mechanical Contractor in the State of Washington and licensed to do business in the City of Vancouver	Yes
Insurance: Ability to provide the minimum insurance coverage shown in the attached Insurance Exhibit (Reference Attachment B – Skanska Sample Subcontract Agreement's Exhibit G). Provide a letter, or letters, from the firm's broker/insurer(s) stating that the firm will meet the required insurance coverage, without exception (include professional liability for hangers, seismic, etc.). Note: Insurance letter(s) will not be considered part of the proposal's page count.	Yes
Bidder Prequalification: Bidder shall complete the Skanska pre-qualification process prior to proposal submission.	Yes
Bidder Responsibility Criteria: Proposer shall provide a sworn statement indicating qualification of public works projects.	Confirmed
Contract Terms: Proposer accepts the Skanska Subcontract Terms, Conditions and Exhibits included as Attachment B without exception. Provide the Attachment A Subcontractor's Certification Statement form signed by an officer of your company confirming acceptance. Note: Contractor's signed Attachment B will not be considered part of the proposal's page count.	Confirmed
Experience Modification Rate (EMR): The proposer shall provide their EMR for the past three (3) years (2021-2024) as determined by the Washington State Department of Labor and Industries. The passing criteria is an EMR of 1.0 or less in either the most recent year or the average of the past three (3) years, whichever is more favorable.	Yes

Bond Information

Bonding Capacity: Ability to provide Payment and Performance Bonds for the anticipated value of this contract (Approx. $13.6M). Provide a letter from your Surety or Bonding Agent indicating that the firm has the requisite bonding capacity during the anticipated contract period and will provide bonds in strict accordance with Attachment B's Exhibit O. Note: Contractor's Surety letter will not be considered part of the proposal's page count.	Yes

Attachments

VPOC MACC #3 - Addendum ... (1.3 MB)

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

BID FORM

(To be submitted no later than **11:00 AM on November 13, 2025**)

TO: Skanska USA Building, Inc.

AT: BuildingConnected

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 0 through 2 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the RFQ, RFFP, 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 ECCM work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. GENERAL CONDITIONS AND FEE BID:

Description of Bid Item:	Percentage	Total Estimated MASC	Bid Amount
Percent Fee (Percentage x Total Estimated MASC)	6.85 %	$ 19,000,000	$1,301,500
Specified General Conditions (lump sum) *Proposers are instructed to base the Final Proposal on the attached Specified General Conditions Designated Staff Breakdown (Section II). Complete attached breakdown of costs for Specified General Conditions Designated Staff and submit with proposal form.*	n/a	n/a	$1,492,117
		Total Bid:	$2,793,617

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

Two Million Seven Hundred and Ninety Three Thousand and Six Hundred and Seventeen Dollars
Print Dollar Amount

$ 2,793,617
Numerical Dollar Amount

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

II. SPECIFIED GENERAL CONDITIONS DESIGNATED STAFF BREAKDOWN

Proposers are instructed to base the Final Proposal on the designated staff positions shown below.

All other Specified General Conditions staff positions, duration, costs, including those on the Cost Responsibility Matrix, that are not indicated on this form are subject to negotiation after review of the finalized project scope and schedule.

Time of Completion – Final completion must be achieved within sixty (60) days following substantial completion.

Specified General Conditions Designated Staff	**Duration**	**Cost / month**	**Proposal Amount**
Project Manager – on site, day-to-day	26 Months	$18,123 /month	$471,200
Superintendent (onsite day-to-day field leadership)	26 Months	$12,632 /month	$328,432
General Foreman (onsite day-to-day field leadership)	26 Months	$10,615 /month	$275,987
All other Specified General Conditions – As required by the cost matrix and contract.	26 Months	$16,019 /month	$416,498
Total Specified General Conditions Designated Staff Costs (include on Section I of MC/CM Proposal Form)			$1,492,117

III. PRECONSTRUCTION SERVICES:

Provide a list of individuals proposed to perform preconstruction services, including names, project role and their fully weighted (all inclusive) hourly rate.

Staff Member Name and Title / Position	Hourly Rate
Adam Davis - Project Director	$110.15
Ryan Murphree - Pre-construction Manager	$110.15
Mark Sabo - Superintendent	$156.18
Stephen Robertson - BIM/ Prefab Manager	$110.15
Shawn Leonard - Project Manager	$145.50
Jolene Burum - Safety Manager	$105.32

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

	$
	$
	$
	$
	$

BID EVALUATION:
For purposes of bid evaluation, a subcontract will be awarded to the low responsive and responsible bidder based on Part I. TOTAL BID.
A Subcontract Agreement will be executed based on the negotiated amount utilizing the rates noted above in Part III. PRECONSTRUCTION SERVICES.

Description of Bid Item:	**Bid Amount**
Preconstruction Services - (Lump Sum Value of Total Preconstruction services)	$85,000

FEE:
Fee noted above is a blended rate and will be applied to the total MASC amount and future change orders. This fee percentage will supersede the change order fee specified in the A201 owner contract. Subcontractor shall review RCW 39.10.385 for the definition of MASC and the application of fee to EC/CM contract when executed.

SALES TAX:
None of the sums stated in the foregoing include Washington State Sales Tax except as required in the Cost Matrix for General Condition items.

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 AND LIQUIDATED DAMAGES:
Bidder has familiarized themselves with the contract requirements and has understood that liquidated damages may be assessed for each consecutive calendar day the completion of the project exceeds the specified completion date for this bid package. Liquidated damages shall be deducted from the subcontract by subcontract modification.

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

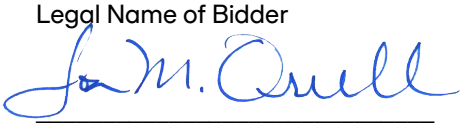
CONTRACT AND BOND:

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.

ENCLOSED WITH THE BID:

1. Completed and signed proposal by appropriate Officer of the bidding firm.

EC Company dba EC Electric
Legal Name of Bidder



By (Authorized Signature)

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

Jon M. Orrell, RCDD
Printed Name

President
Title

2121 NW Thurman St.
Street Address

Portland OR
City State

503-224-3511
Telephone Fax No.

OR CCB #49737
State of Washington Contractor's License No.

Vancouver Public Works Operations Campus - ECCM & MCCM

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

Sent proposal: $2,962,500

Submitted Nov 13, 2025 at 10:07 AM PST

Prairie Electric, Inc.
27050 Northeast 10th Avenue, Ridgefield, WA 98642, United States of America
Carl Dunn | +1 360-573-2750 | carld@prairielectric.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Fee [Percent Fee % X MASC]			$1,330,000
Specified General Conditions Lump Sum			$1,632,500
Base Bid			**$2,962,500**

Scope-Specific Information and Unit Costs

Percent Fee (%)	7.0

General Acknowledgments

Licensing: Licensed Mechanical Contractor in the State of Washington and licensed to do business in the City of Vancouver		Yes
Insurance: Ability to provide the minimum insurance coverage shown in the attached Insurance Exhibit (Reference Attachment B – Skanska Sample Subcontract Agreement's Exhibit G). Provide a letter, or letters, from the firm's broker/insurer(s) stating that the firm will meet the required insurance coverage, without exception (include professional liability for hangers, seismic, etc.). Note: Insurance letter(s) will not be considered part of the proposal's page count.		Yes
Bidder Prequalification: Bidder shall complete the Skanska pre-qualification process prior to proposal submission.		Yes
Bidder Responsibility Criteria: Proposer shall provide a sworn statement indicating qualification of public works projects.	Yes	
Contract Terms: Proposer accepts the Skanska Subcontract Terms, Conditions and Exhibits included as Attachment B without exception. Provide the Attachment A Subcontractor's Certification Statement form signed by an officer of your company confirming acceptance. Note: Contractor's signed Attachment B will not be considered part of the proposal's page count.	Yes	
Experience Modification Rate (EMR): The proposer shall provide their EMR for the past three (3) years (2021-2024) as determined by the Washington State Department of Labor and Industries. The passing criteria is an EMR of 1.0 or less in either the most recent year or the average of the past three (3) years, whichever is more favorable.		Yes

Bond Information

Bonding Capacity: Ability to provide Payment and Performance Bonds for the anticipated value of this contract (Approx. $13.6M). Provide a letter from your Surety or Bonding Agent indicating that the firm has the requisite bonding capacity during the anticipated contract period and will provide bonds in strict accordance with Attachment B's Exhibit O. Note: Contractor's Surety letter will not be considered part of the proposal's page count.	Yes

Attachments

VPOC ECCM RFFP Add #2 Bid ... (476 KB)

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

BID FORM

(To be submitted no later than **11:00 AM on November 13, 2025**)

TO: Skanska USA Building, Inc.

AT: BuildingConnected

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 2 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the RFQ, RFFP, 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 ECCM work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. GENERAL CONDITIONS AND FEE BID:

Description of Bid Item:	Percentage	Total Estimated MASC	Bid Amount
Percent Fee (Percentage x Total Estimated MASC)	7.0 %	$ 19,000,000	$ 1,330,000.00
Specified General Conditions (lump sum) *Proposers are instructed to base the Final Proposal on the attached Specified General Conditions Designated Staff Breakdown (Section II). Complete attached breakdown of costs for Specified General Conditions Designated Staff and submit with proposal form.*	n/a	n/a	$ 1,632,500.00
		Total Bid:	**$** 2,962,500.00

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

Two million nine hundred sixty two thousand five hundred Dollars
Print Dollar Amount

$ 2,962,500.00
Numerical Dollar Amount

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

II. SPECIFIED GENERAL CONDITIONS DESIGNATED STAFF BREAKDOWN

Proposers are instructed to base the Final Proposal on the designated staff positions shown below.

All other Specified General Conditions staff positions, duration, costs, including those on the Cost Responsibility Matrix, that are not indicated on this form are subject to negotiation after review of the finalized project scope and schedule.

Time of Completion – Final completion must be achieved within sixty (60) days following substantial completion.

Specified General Conditions Designated Staff	**Duration**	**Cost / month**	**Proposal Amount**
Project Manager – on site, day-to-day	26 Months	$ 18,200 /month	$ 473,200
Superintendent (onsite day-to-day field leadership)	26 Months	$ 18,200 /month	$ 473,200
General Foreman (onsite day-to-day field leadership)	26 Months	$ 18,200 /month	$ 473,200
All other Specified General Conditions – As required by the cost matrix and contract.	26 Months	$ 8,188 /month	$ 212,900
Total Specified General Conditions Designated Staff Costs (include on Section I of MC/CM Proposal Form)			$ 1,632,500

III. PRECONSTRUCTION SERVICES:

Provide a list of individuals proposed to perform preconstruction services, including names, project role and their fully weighted (all inclusive) hourly rate.

Staff Member Name and Title / Position	Hourly Rate
Carl Dunn / Preconstruction Manager	$ 140.00
Vic Hallstrom / General Superintendent	$ 140.00
Scott Stefan / Superintendent	$ 140.00
Blaine Bolsoy / Foreman	$ 135.00
TBD / Estimator	$ 100.00
	$

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

	$
	$
	$
	$
	$

BID EVALUATION:
For purposes of bid evaluation, a subcontract will be awarded to the low responsive and responsible bidder based on Part I. TOTAL BID.
A Subcontract Agreement will be executed based on the negotiated amount utilizing the rates noted above in Part III. PRECONSTRUCTION SERVICES.

Description of Bid Item:	Bid Amount
Preconstruction Services - (Lump Sum Value of Total Preconstruction services)	$85,000

FEE:
Fee noted above is a blended rate and will be applied to the total MASC amount and future change orders. This fee percentage will supersede the change order fee specified in the A201 owner contract. Subcontractor shall review RCW 39.10.385 for the definition of MASC and the application of fee to EC/CM contract when executed.

SALES TAX:
None of the sums stated in the foregoing include Washington State Sales Tax except as required in the Cost Matrix for General Condition items.

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 AND LIQUIDATED DAMAGES:
Bidder has familiarized themselves with the contract requirements and has understood that liquidated damages may be assessed for each consecutive calendar day the completion of the project exceeds the specified completion date for this bid package. Liquidated damages shall be deducted from the subcontract by subcontract modification.

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

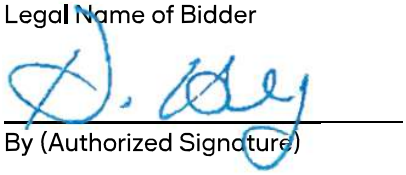
CONTRACT AND BOND:

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.

ENCLOSED WITH THE BID:

1. Completed and signed proposal by appropriate Officer of the bidding firm.

Prairie Electric, Inc.
Legal Name of Bidder



By (Authorized Signature)

Bill Halberg
Printed Name

President
Title

27050 NE 10th Ave.
Street Address

Ridgefield WA
City State

(360) 573-2750 (360) 573-9866
Telephone Fax No.

PRAIREI150RZ
State of Washington Contractor's License No.

The firm represented by the above signature is:

Sole Proprietorship	
Partnership	
Corporation	X
State of Incorporation	WA
Other	

Vancouver Public Works Operations Campus - ECCM & MCCM

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

Sent proposal: $4,287,325

Submitted Nov 13, 2025 at 10:00 AM PST

JH Kelly LLC
821 3rd Ave, Longview, WA 98632, USA

Bob Breien | Electrical Estimator | +1 360-575-3167 | bbreien@jhkelly.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Fee [Percent Fee % X MASC]			$1,995,000
Specified General Conditions Lump Sum			$2,292,325
Base Bid			**$4,287,325**

Scope-Specific Information and Unit Costs

Percent Fee (%)	10.5%

General Acknowledgments

Licensing: Licensed Mechanical Contractor in the State of Washington and licensed to do business in the City of Vancouver	Yes
Insurance: Ability to provide the minimum insurance coverage shown in the attached Insurance Exhibit (Reference Attachment B – Skanska Sample Subcontract Agreement's Exhibit G). Provide a letter, or letters, from the firm's broker/insurer(s) stating that the firm will meet the required insurance coverage, without exception (include professional liability for hangers, seismic, etc.). Note: Insurance letter(s) will not be considered part of the proposal's page count.	Yes
Bidder Prequalification: Bidder shall complete the Skanska pre-qualification process prior to proposal submission.	Yes
Bidder Responsibility Criteria: Proposer shall provide a sworn statement indicating qualification of public works projects.	Included in previously submitted SOQ.
Contract Terms: Proposer accepts the Skanska Subcontract Terms, Conditions and Exhibits included as Attachment B without exception. Provide the Attachment A Subcontractor's Certification Statement form signed by an officer of your company confirming acceptance. Note: Contractor's signed Attachment B will not be considered part of the proposal's page count.	Included in previously submitted SOQ
Experience Modification Rate (EMR): The proposer shall provide their EMR for the past three (3) years (2021-2024) as determined by the Washington State Department of Labor and Industries. The passing criteria is an EMR of 1.0 or less in either the most recent year or the average of the past three (3) years, whichever is more favorable.	Yes

Bond Information

Bonding Capacity: Ability to provide Payment and Performance Bonds for the anticipated value of this contract (Approx. $13.6M). Provide a letter from your Surety or Bonding Agent indicating that the firm has the requisite bonding capacity during the anticipated contract period and will provide bonds in strict accordance with Attachment B's Exhibit O. Note: Contractor's Surety letter will not be considered part of the proposal's page count.	Yes

Additional Information

Notes Bonding Letter was submitted with the original Proposal.

Attachments

JHK VPOC ECCM Electrical Pr... (218 KB)

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

BID FORM

(To be submitted no later than **11:00 AM on November 13, 2025**)

TO: Skanska USA Building, Inc.

AT: BuildingConnected

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 2 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the RFQ, RFFP, 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 ECCM work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. GENERAL CONDITIONS AND FEE BID:

Description of Bid Item:	Percentage	Total Estimated MASC	Bid Amount
Percent Fee (Percentage x Total Estimated MASC)	10.5 %	$ 19,000,000	$ 1,995,000
Specified General Conditions (lump sum) *Proposers are instructed to base the Final Proposal on the attached Specified General Conditions Designated Staff Breakdown (Section II). Complete attached breakdown of costs for Specified General Conditions Designated Staff and submit with proposal form.*	n/a	n/a	$ 2,292,325
		Total Bid:	**$ 4,287,325**

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

Four million, two hundred eighty-seven thousand, three hundred twenty-five Dollars
Print Dollar Amount

$ 4,287,325
Numerical Dollar Amount

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

II. SPECIFIED GENERAL CONDITIONS DESIGNATED STAFF BREAKDOWN

Proposers are instructed to base the Final Proposal on the designated staff positions shown below.

All other Specified General Conditions staff positions, duration, costs, including those on the Cost Responsibility Matrix, that are not indicated on this form are subject to negotiation after review of the finalized project scope and schedule.

Time of Completion – Final completion must be achieved within sixty (60) days following substantial completion.

Specified General Conditions Designated Staff	**Duration**	**Cost / month**	**Proposal Amount**
Project Manager – on site, day-to-day	26 Months	$ 15,170 /month	$ 394,440
Superintendent (onsite day-to-day field leadership)	26 Months	$ 24,220 /month	$ 629,720
General Foreman (onsite day-to-day field leadership)	26 Months	$ 22,663 /month	$ 589,238
All other Specified General Conditions – As required by the cost matrix and contract.	26 Months	$ 26,113 /month	$ 678,927
Total Specified General Conditions Designated Staff Costs (include on Section I of MC/CM Proposal Form)			$ 2,292,325

III. PRECONSTRUCTION SERVICES:

Provide a list of individuals proposed to perform preconstruction services, including names, project role and their fully weighted (all inclusive) hourly rate.

Staff Member Name and Title / Position	Hourly Rate
Bob Breien - Preconstruction Lead	$ 170.00
Quentin Kauppi - BIM / Detailing Lead	$ 167.00
Ben Kopman - Superintendent	$ 161.00
Heidi Bennett - Project Manager	$ 150.00
Jacob Craven - Detailer	$ 149.00
Greg Carroll - Estimator	$ 144.00

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

David Martin - Estimator	$ 130.00
Tim Conway - Estimator	$ 130.00
Cora Horton - Project Engineer	$ 120.00
Gordie Petterson - Detailer	$ 149.00
	$

BID EVALUATION:
For purposes of bid evaluation, a subcontract will be awarded to the low responsive and responsible bidder based on Part I. TOTAL BID.
A Subcontract Agreement will be executed based on the negotiated amount utilizing the rates noted above in Part III. PRECONSTRUCTION SERVICES.

Description of Bid Item:	Bid Amount
Preconstruction Services - (Lump Sum Value of Total Preconstruction services)	$85,000

FEE:
Fee noted above is a blended rate and will be applied to the total MASC amount and future change orders. This fee percentage will supersede the change order fee specified in the A201 owner contract. Subcontractor shall review RCW 39.10.385 for the definition of MASC and the application of fee to EC/CM contract when executed.

SALES TAX:
None of the sums stated in the foregoing include Washington State Sales Tax except as required in the Cost Matrix for General Condition items.

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 AND LIQUIDATED DAMAGES:
Bidder has familiarized themselves with the contract requirements and has understood that liquidated damages may be assessed for each consecutive calendar day the completion of the project exceeds the specified completion date for this bid package. Liquidated damages shall be deducted from the subcontract by subcontract modification.

Skanska USA Building, Inc.
Vancouver Public Works Operations Campus
Bid Form for EC/CM Services

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.

ENCLOSED WITH THE BID:
1. Completed and signed proposal by appropriate Officer of the bidding firm.

JH Kelly, LLC
Legal Name of Bidder

Melissa Bent
By (Authorized Signature)

Melissa Bent
Printed Name

CFO/EVP
Title

821 3rd Ave
Street Address

Longview WA
City State

360-575-3166
Telephone Fax No.

JHKELL*011KC
State of Washington Contractor's License No.

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

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AIA® Document A133™ – 2019
Exhibit A

Guaranteed Maximum Price Amendment #2

This second Amendment dated the 12/17/2025 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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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed $10,072,258, 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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[« »] 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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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, F, G, H, I and J

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

CITY OF VANCOUVER
A municipal corporation

Signed by:
02BF78E9C0DB4DB...
Lon Pluckhahn, City Manager

12/17/2025
Date

Attest:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C8F7FA2AC4D4...
Nena Cook, City Attorney

CONTRACTOR:
Skanska USA Building Inc

Signed by:
94B32D9737024EA...
Signature

Brian Urban
Printed Name /Title

VP / Account Manager

12/17/2025
Date

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EXHIBIT A - CONSTRUCTION COST SUMMARY

November 21, 2025

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Value	Value of Previous Amendments	Value of Amendment #02		**Total Contract Value**
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**
Bid Group 3						
07A	Sealer and Joint Sealant	$ 34,036	$ -	$ 34,036		**$ 34,036**
23A	Geo Exchange Boring Field	$ 3,425,400	$ -	$ 3,425,400		**$ 3,425,400**
1	**Subtotal for Direct Subcontract Work**	**$ 7,429,198**	**$ 3,969,762**	**$ 3,459,436**		**$ 7,429,198**
2	Fencing Vegetation Clearing and Trimming Allowance	$ 7,500	$ 7,500	$ -		**$ 7,500**
3	Dewatering 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)	**$ 7,636,698**	**$ 4,177,262**	**$ 3,459,436**		**$ 7,636,698**
7	Negotiated Support Services	$ 420,887	$ 404,728	$ 16,159		**$ 420,887**
8	Builder's Risk Allowance	$ 500,000	$ 500,000	$ -		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ 281,794	$ 125,318	$ 156,476		**$ 281,794**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ 8,839,379**	**$ 5,207,308**	**$ 3,632,071**		**$ 8,839,379**
11	Fixed Amount for Specified General Conditions	$ 835,549	$ 835,549	$ -		**$ 835,549**
12	GC/CM Fee x % Shown Below)	$ 397,330	$ 255,613	$ 141,717		**$ 397,330**
13	**Total Contract Cost (TCC)** (Add Lines 10, 12, and 12)	**$ 10,072,258**	**$ 6,298,470**	**$ 3,773,788**		**$ 10,072,258**
14	Preconstruction Services			$ -		**$ -**
15	**TCC plus Preconstruction Services** (Add Lines 13 and 14)	**$ 10,072,258**	**$ 6,298,470**	**$ 3,773,788**		**$ 10,072,258**

Ref.	**Risk Contingency & Fee Percentages Applicable to This Contract**					
Line 9	GC/CM Contingency Percentage					3.00%
Line 12	GC/CM Fee Percentage					4.23%

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EXHIBIT "B"
MACC-2 (Contract AMENDMENT #2)
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 #2:

City of Vancouver (MACC-2 Bid Packages – Early Work Requirements):

1. BP 07A – Sealer and Joint Sealant
   a. Complete Scope as Identified in the Bid Package and related Addenda
2. BP 23A – Ground Source Geo Exchange
   a. Complete Scope as Identified in the Bid Package and related Addenda.

General Conditions and Negotiated Support Services (NSS):

1. Negotiated Support Services: $16,159
2. General Conditions: $No change
3. Overhead and Profit 4.23%: 150,600.00

ASSUMPTIONS AND CLARIFICATIONS -

1. Assumes a Notice to Proceed, NTP, from the Owner for the bid package values in Amendment Exhibit A, by December 22, 2025, and an executed associated GMP Amendment by December 31, 2025. Delay in issuance of NTP will entitle Skanska to revise the Early Work Schedule.
2. The GMP Amendment assumes continuous unfettered, legal access to the site.
3. 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.

EXCLUSIONS -

The following exclusions apply for Amendment #2:

1. Any scope not specifically outlined above
2. Special inspection and testing services or fees
3. Division 26 scope issued with BP-23A

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EXHIBIT "B"
MACC-2 (Contract AMENDMENT #2)
Scope of Work and Assumptions and Clarifications
City of Vancouver - Public Works Operations Campus

COST BASIS OF AMENDMENT #2

Amendment #2 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 dated March 7, 2025, Run Date: July 3, 2025
4. Bids received on November 13, 2025, for Bid Packages: 23B and 26A
5. Bid received on October 24, 2025, for Bid Package: 07A
6. Bid received on October 31, 2025, for Bid Package: 23A
7. GMP Mini-MACC #1 executed on September 29, 2025

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EXHIBIT "C"
MACC-2 (Contract AMENDMENT #2)
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		
G101	COVER SHEET	1	7/18/2025
G102	SHEET INDEX	2	10/7/2025
	CIVIL		
C000	COVER SHEET	1	7/18/2025
C001	LEGEND	1	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	4	10/7/2025
C204	RETAINING WALL PROFILES	1	7/18/2025
C205	RETAINING WALL PROFILES	0	10/7/2025
LU100	EXISTING CONDITIONS	1	7/18/2025
LU200	CONCEPT PLAN	2	8/8/2025
	GEOTECHNICAL		
R100	ECOLOGY BLOCK DOUBLE WALL DETAILS	2	10/7/2025
R101	ECOLOGY BLOCK DOUBLE WALL DETAILS	0	10/7/2025
	STRUCTURAL		
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		
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

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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
LS2.0	PLANTING PLAN	1	7/18/2025
LS2.1	PLANTING DETAILS	1	7/18/2025
LS3.0	IRRIGATION PLAN	1	7/18/2025

Specifications

Specification Section	Description	Rev No.	Date
01	**GENERAL REQUIREMENTS**		
01 00 00	GENERAL REQUIREMENTS		6/20/2025
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 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

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EXHIBIT "C"
MACC-2 (Contract AMENDMENT #2)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

01 73 00	EXECUTION		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
32	**EXTERIOR IMPROVEMENTS**		
323113	CHAIN LINK FENCING AND GATES		6/20/2025
328400	TEMPORARY IRRIGATION (DESIGN BUILD)		6/20/2025
329113	SOIL PREPARATION		6/20/2025
329300	PLANTS		6/20/2025
33	**UTILITIES**		
33 41 16	SUBDRAINAGE PIPING		7/18/2025

Addenda

Addendum No.	Description	Rev No.	Date
1	VPOC BP23A – Addendum #1		10/15/25
2	VPOC BP23A – Addendum #2		10/21/25
3	VPOC BP23A – Addendum #3		10/28/25

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EXHIBIT "C"
MACC-2 (Contract AMENDMENT #2)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

Other

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

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EXHIBIT "D"
Contract AMENDMENT #2
Allowance Items
City of Vancouver – Public Works Operations Center

ALLOWANCE ITEMS -

None

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EXHIBIT “E”
Contract AMENDMENT #2
Alternate Prices
City of Vancouver – Public Works Operations Center

ALTERNATE PRICES

None.

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EXHIBIT “F”
Contract AMENDMENT #2
Unit Prices
City of Vancouver – Public Works Operation Center

Unit Prices -

Bid Package 23A Geo Exchange: Addendum #1 232113.33 1.4 B-13 Artesian Sealing, Add $3,250 for each artesian sealing condition required within the 400’ drill depth.

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EXHIBIT "G"
Contract AMENDMENT #2
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.

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VPOC 8713 NE 94th Ave. Vancouver, WA 98662
Early Work MACC #2

Negotiated Site Services

Code	Description	MACC #2 Early Work
150.14680000	Crane/Equipment/Field Office Pads	-
150.01320000	Survey	-
150.01842500	Forklift	-
150.01800500	Fuel & Oil	-
150.01403000	Progress Cleaning	-
150.01401500	Dump Fees and Hauling	-
150.02370000	Erosion Control	-
150.01221100	Drinking Water/Ice	-
150.01400500	Field Toilets	-
150.01521000	Traffic Control	-
	Mock ups	-
150.01593500	Temporary Heating/Cooling	-
150.01592000	Temporary Water	-
150.01590500	Temporary Power	-
150.01591500	Temporary Lighting	-
150.01341601	Post GMP Bid Advertising	-
150.01901000	Builders Risk	-
150.01300000	Permits/Deferred Submittals	-
150.01405500	Final Cleaning	-
150.01504000	Temporary Site Protection	-
150.01200500	Field Offices	16,159.00
150.01210500	Project Signage	-
150.01583500	Temporary Access (Scaffolding & Stairs)	-
150.01819500	Temporary Vert. Transportation	-
150.01330500	Test Engineer Services	-
150.16080000	Electrical Testing	-
150.01584000	Temporary Fire Protection	-
150.01503500	Temporary Protection	-
150.01582500	Perimeter/Opening Protection	-
150.01570500	Temporary Weather Protection	-
150.09830000	Temporary Noise Barriers	-
150.25103600	3rd Party Means and Methods Engineerin	-
150.01190500	Project Specific Travel	-
Total		**$ 16,159.00**

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SKANSKA

VPOC MACC #2 NSS DETAIL

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
Mobile Cranes															-
Survey															-
Forklift															-
Fuel & Oil															-
Progress Cleaning															-
Dump Fees and Hauling															-
Erosion Control															-
Drinking Water/Ice															-
Field Toilets w/HW Station															-
Traffic Control															-
Mock ups															-
Temporary Heating/Cooling															-
Temporary Water															-
Temporary Power															-
Temporary Lighting															-
Post GMP Bid Advertising															-
Builders Risk															-
Permits/Deferred Submittals															-
Final Cleaning															-
Field Offices				175	175	175	175	175	2,684	857	4,948	2,265	2,265	2,265	16,159
Project Signage															-
Site Security															-
Temporary Access															-
Temporary Vert. Transportation															-
Test Engineer Services															-
Electrical Testing															-
Temporary Fire Protection															-
Temporary Protection															-
Perimeter/Opening Protection															-
Temporary Weather Protection															-
Temporary Noise Barriers															-
Means and Methods Engineering															-
Project Specific Travel															-
Total															**$ 16,159**

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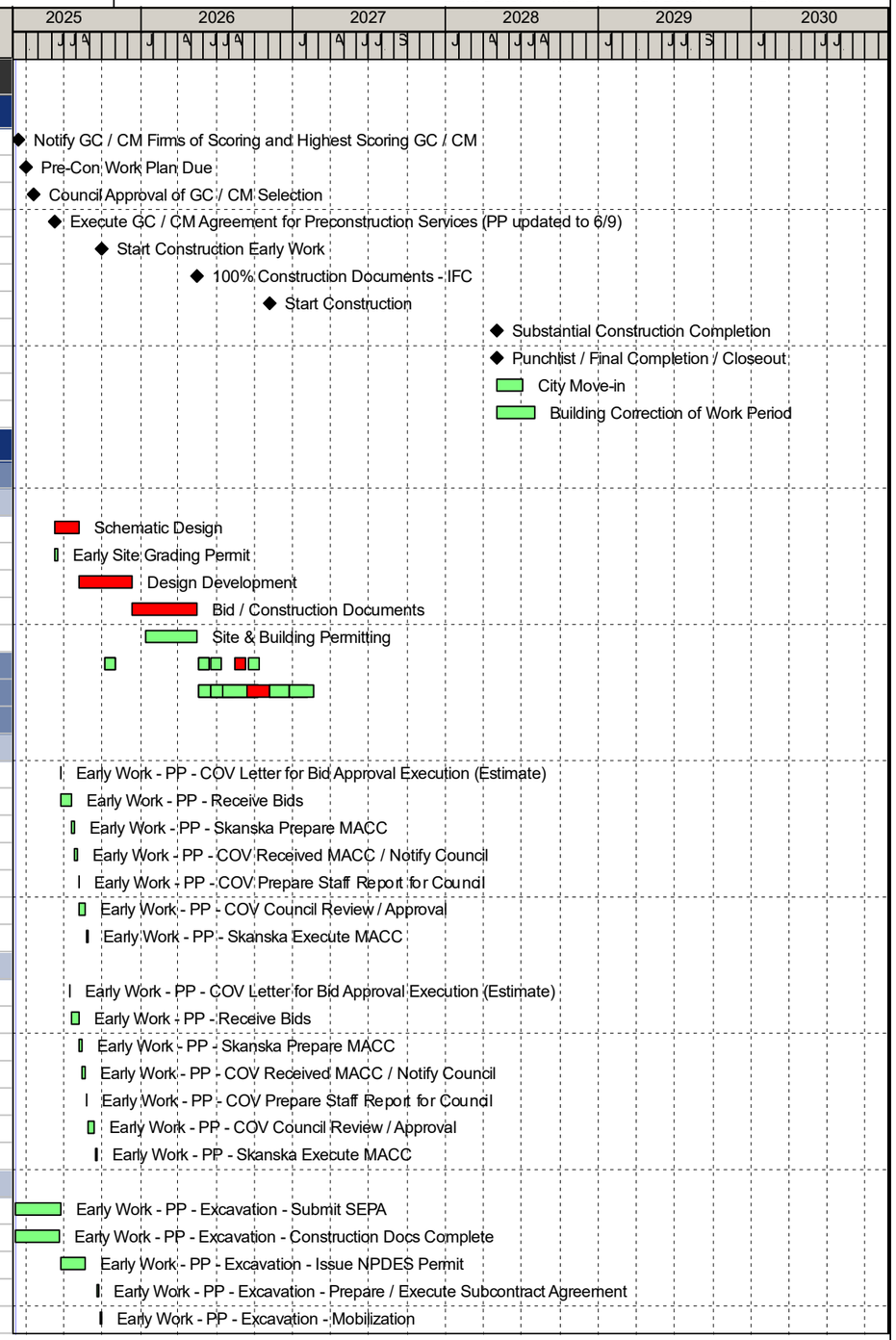
EXHIBIT “H”
Contract AMENDMENT #2
Project Schedule
City of Vancouver – Public Works Operations Center

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

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

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



Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

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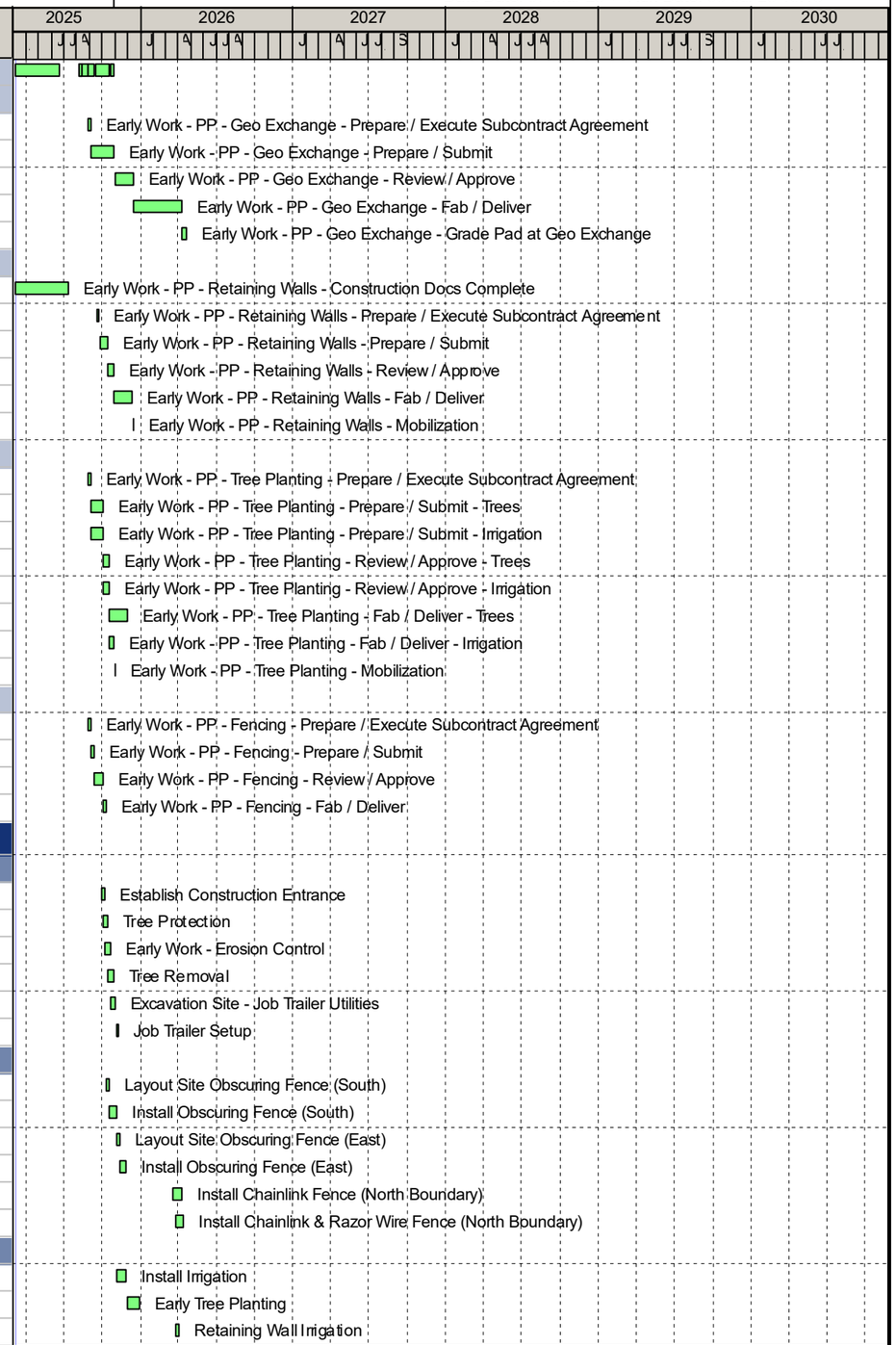
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EARLY WORK Aggregate Piers		228	164	05-May-25 A	27-Oct-25
EARLY WORK Geo Exchange		165	165	28-Aug-25	22-Apr-26
EWS367	Early Work - PP - Geo Exchange - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW14500	Early Work - PP - Geo 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



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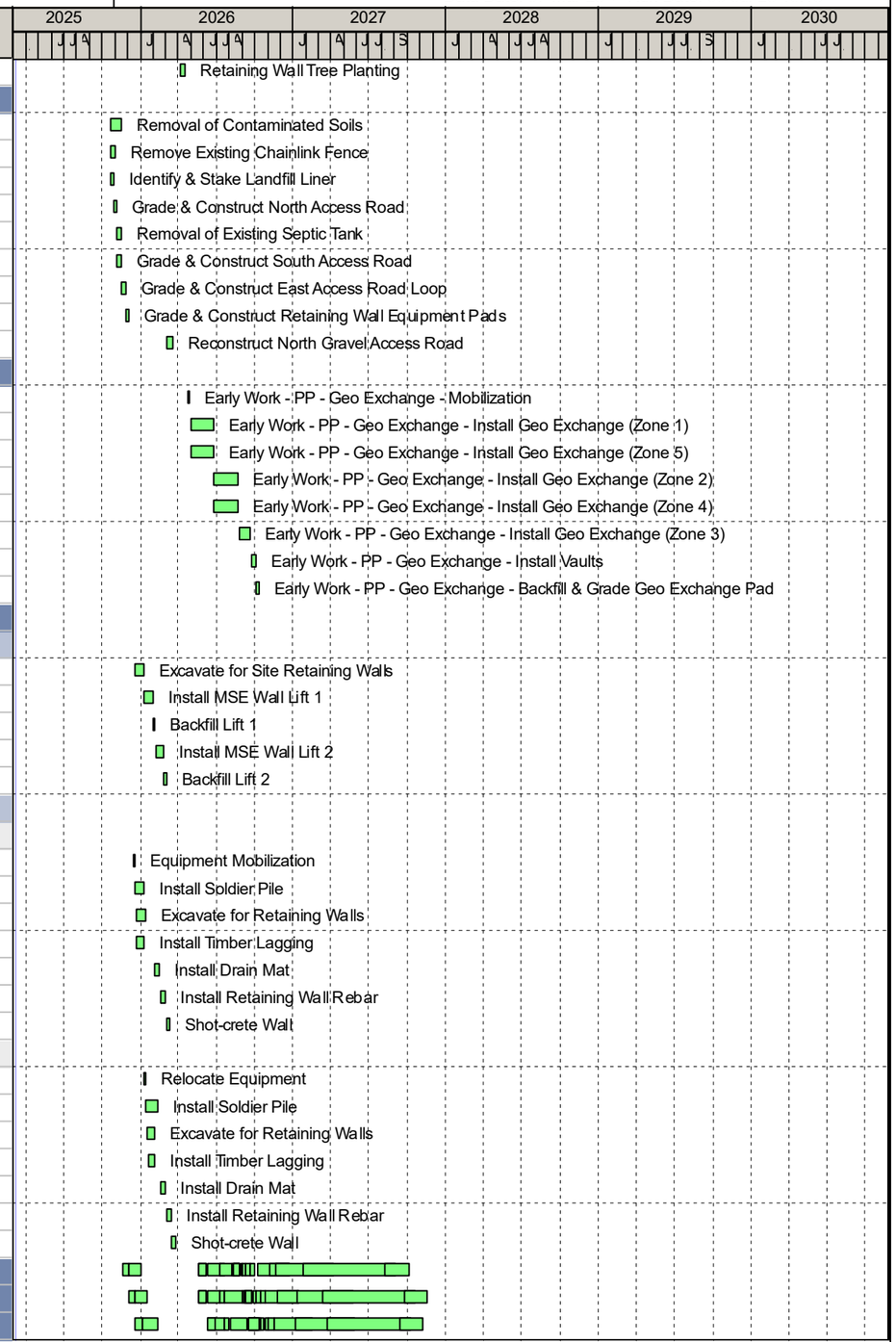
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EW15130	Retaining Wall Tree Planting	10	10	06-Apr-26	17-Apr-26
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		104	104	21-Oct-25	19-Mar-26
EW1180	Removal of Contaminated Soils	20	20	21-Oct-25	17-Nov-25
EW15170	Remove Existing Chainlink Fence	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



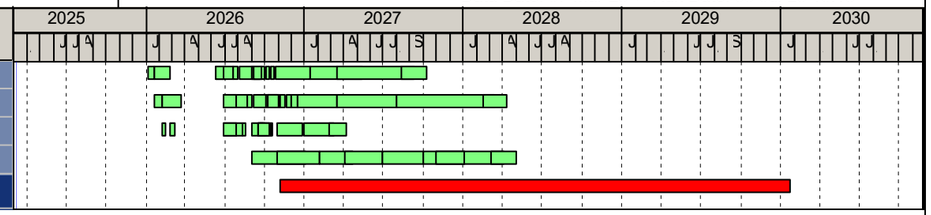
Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT

SKANSKA

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

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



Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

EXHIBIT "I"
Contract AMENDMENT #2
Early Work General Conditions
City of Vancouver – Public Works Operations Center

GENERAL CONDITIONS

No change

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

EXHIBIT "J"
MACC-2 (Contract AMENDMENT #2)
Group II Bid Tab & Bids– 07A and 23A
City of Vancouver – Public Works Operations Center

Group II Bid Tab and Bids

4125009: VPOC Bid-Group #3

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: 415 West 6th Street, Vancouver, WA 98660, United States of America

07A: Sealer and Joint Sealants

Generated October 24, 2025

Signed by:
Derek Bourque
A9F4E320B8144E3...
DocuSigned by:
Anna Vogel
7C05B7FF67584CB...

Consurco, Inc.

Submitted by Ian Thackeray

Base Bid

$34,036

Original Proposal, October 16, 2025

LINE ITEMS	Unit	Qty	Unit Cost	Total Cost
				$34,036
MSE retaining wall joint sealants at brine and salt storage				$16,385
MSE retaining wall penetrating sealer at brine and salt storage				$17,651
Base Bid Total				**$34,036**

GENERAL ACKNOWLEDGMENTS	
Bidder 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	YES
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.	YES
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.	YES
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	YES
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.	YES
Bidder acknowledges receipt of Addenda # through ##	NA

Summary

4125009: VPOC Bid-Group #3

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: 415 West 6th Street, Vancouver, WA 98660, United States of America

23A: Geo Exchange Boring Field

Generated October 31, 2025

Base Bid

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$3,396,700**
Geo Exchange Boring Field 400' Depth				$3,386,000
Artesian Sealing 400' Depth 1-Each	each	1.00	$3,250.00	$3,250
Geo Exchange Boring Field 600' Depth				
Artesian Sealing 600' Depth 1-Each	each	0.00	$0.00	$0
Trench Safety RCW 39.04.180				$7,450
ALTERNATES				
Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.				$28,700
Base Bid Total				**$3,396,700**
SCOPE-SPECIFIC CLARIFICATIONS				
Bidders may submit bids for either drill depth option, 400' or 600' and do not need to bid both depths.				
GENERAL ACKNOWLEDGMENTS				
Bidder 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				YES
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.				YES
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.				YES
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.				YES
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.				YES
Bidder acknowledges receipt of Addenda # through ##				
Summary				

Geonomic Developments, LLC

Submitted by Nick Mitchell

$3,396,700

Original Proposal, October 31, 2025

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$3,396,700**
Geo Exchange Boring Field 400' Depth				$3,386,000
Artesian Sealing 400' Depth 1-Each	each	1.00	$3,250.00	$3,250
Geo Exchange Boring Field 600' Depth				
Artesian Sealing 600' Depth 1-Each	each	0.00	$0.00	$0
Trench Safety RCW 39.04.180				$7,450
ALTERNATES				
Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.				$28,700
Base Bid Total				**$3,396,700**
SCOPE-SPECIFIC CLARIFICATIONS				
Bidders may submit bids for either drill depth option, 400' or 600' and do not need to bid both depths.				
GENERAL ACKNOWLEDGMENTS				
Bidder 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				YES
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.				YES
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.				YES
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.				YES
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.				YES
Bidder acknowledges receipt of Addenda # through ##	1-3			
Summary				

MacDonald-Miller Facility Solutions, LLC

Submitted by Michael Weber

$4,038,795

Original Proposal, October 31, 2025

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$4,038,795**
Geo Exchange Boring Field 400' Depth				$4,038,295
Artesian Sealing 400' Depth 1-Each	each	1.00	$0.00	$0
Geo Exchange Boring Field 600' Depth				
Artesian Sealing 600' Depth 1-Each	each	0.00	$0.00	$0
Trench Safety RCW 39.04.180				$500
ALTERNATES				
Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.				$39,555
Base Bid Total				**$4,038,795**
SCOPE-SPECIFIC CLARIFICATIONS				
Bidders may submit bids for either drill depth option, 400' or 600' and do not need to bid both depths.				
GENERAL ACKNOWLEDGMENTS				
Bidder 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				YES
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.				YES
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.				YES
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.				YES
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.				YES
Bidder acknowledges receipt of Addenda # through ##	#01 through #03			
Summary	MMFS shall subcontract all Geothermal scope through Geotility Geothermal Systems.			

EarthHeat, Inc.

Submitted by gerard Maloney

$4,477,230

Original Proposal, October 31, 2025

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$4,477,230**
Geo Exchange Boring Field 400' Depth				$4,353,960
Artesian Sealing 400' Depth 1-Each	each	1.00	$115,270.00	$115,270
Geo Exchange Boring Field 600' Depth				
Artesian Sealing 600' Depth 1-Each	each	0.00	$0.00	$0
Trench Safety RCW 39.04.180				$8,000
ALTERNATES				
Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.				$25,838
Base Bid Total				**$4,477,230**
SCOPE-SPECIFIC CLARIFICATIONS				
Bidders may submit bids for either drill depth option, 400' or 600' and do not need to bid both depths.				
GENERAL ACKNOWLEDGMENTS				
Bidder 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				YES
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.				YES
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.				YES
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.				YES
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.				YES
Bidder acknowledges receipt of Addenda # through ##	1-3			
Summary	Thank you for the opportunity to partner on this project. We have attached our bid bond for the entir			

Tapani Plumbing Inc.

Submitted by Derek Bourque

$4,792,390

Original Proposal, October 31, 2025

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$4,792,390**
Geo Exchange Boring Field 400' Depth				$4,771,675
Artesian Sealing 400' Depth 1-Each	each	1.00	$715.00	$715
Geo Exchange Boring Field 600' Depth				
Artesian Sealing 600' Depth 1-Each	each	0.00	$0.00	$0
Trench Safety RCW 39.04.180				$20,000
ALTERNATES				
Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.				$280,000
Base Bid Total				**$4,792,390**
SCOPE-SPECIFIC CLARIFICATIONS				
Bidders may submit bids for either drill depth option, 400' or 600' and do not need to bid both depths.				
GENERAL ACKNOWLEDGMENTS				
Bidder 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				YES
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.				YES
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.				YES
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.				YES
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.				YES
Bidder acknowledges receipt of Addenda # through ##	1 through 3			
Summary				

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

VPOC Bid-Group #3

415 West 6th Street, Vancouver, WA 98660, United States of America

Sent proposal: $3,396,700

Submitted Oct 31, 2025 at 10:54 AM PDT

Geonomic Developments, LLC

6635 North Baltimore Avenue, Portland, OR 97203, United States of America

Nick Mitchell | Owner | +1 503-734-0123 | info@geonomic.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Geo Exchange Boring Field 400' Depth			$3,386,000
Artesian Sealing 400' Depth 1-Each	1	× $3,250 /each	$3,250
Geo Exchange Boring Field 600' Depth			
Artesian Sealing 600' Depth 1-Each			
Trench Safety RCW 39.04.180			$7,450
Base Bid			**$3,396,700**

Alternates

Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.	$28,700

Scope-Specific Clarifications

Bidders may submit bids for either drill depth option, 400' or 600' and do not need to bid both depths.

General Acknowledgments

Bidder 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	Yes
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.	Yes
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.	Yes
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
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.	Yes
Bidder acknowledges receipt of Addenda # through ##	1-3

Attachments

- Bid Bond:Surety Ack GeoDev.... (2.1 MB)
- Surety Letter_Geonomic.pdf (166 KB)
- VPOC Bid Form_Geonomic.pdf (243 KB)

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

BID FORM

(To be submitted no later than 11:00 AM on Friday, October 31st, 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 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 #23A Geo-Exchange:

Description of Bid Item:	Unit of Measure	Bid Amount
Geo-Exchange 400'	LS	$ $3,386,000
Artesian Sealing	1	$3,250
Trench Safety RCW 39.04.180	LS	$ $7,450
	Total Bid:	**$** $3,396,700

Description of Bid Item:	Unit of Measure	Bid Amount
Geo-Exchange 600'	LS	$
Artesian Sealing	1	
Trench Safety RCW 39.04.180	LS	$
	Total Bid:	**$**

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

II. Drill Depth Option

Bidders may select and submit a bid for either drill depth option and do not need to bid both depths.

III. TOTAL BID:

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

_____

_Dollars
Print Dollar Amount

$_____
Numerical Dollar Amount

Add Alternate #1

Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.	LS	$	$28,700

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.

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

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

BIDDER INFORMATION:

Geonomic Developments, Inc.
Legal Name of Bidder

By (Authorized Signature)

Nicholas Mitchell
Printed Name

Co-Owner
Title

6635 N. Baltimore Ave. (Suite #24)
Street Address

Portland, OR 97239
City State

503-734-0123
Telephone Fax No.

info@geonomic.com
Email

GEONODI815JR
State of Washington Contractor's License No.

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

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

AIA Document A310™ – 2010

Bid Bond

Bond No. PSBD030027

CONTRACTOR:
GEONOMIC DEVELOPMENTS,INC.

1940 Sylvan Way
West Linn, OR 97068

SURETY:
PSIC (Palomar Specialty Insurance Company)
7979 Ivanhoe Avenue, Suite 500
La Jolla, CA 92037

OWNER:
Skanska USA Building, Inc.
1010 NW Flanders St. Suite 500
Portland, OR 97209

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.

BOND AMOUNT: 5 percent of the bid not to exceed $187,000.00

PROJECT:
Geothermal Wells + header system 8713 NE 94th Ave, Vancouver, WA 98662

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 31st day of October 2025

(Witness) Lisa Paolo

GEONOMIC DEVELOPMENTS,INC.
(Principal) (Seal)

(Witness) Michael Giarrantano

(Title)
PSIC (Palomar Specialty Insurance Company)
(Surety) (Seal)
Michele Charette, Attorney-in-fact

OFFICIAL STAMP
LISA PAOLO
NOTARY PUBLIC - OREGON
COMMISSION NO. 1050734
MY COMMISSION EXPIRES AUGUST 20, 2028

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Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

SURETY ACKNOWLEDGEMENT

State of New Jersey

ss:

County of Morris

On this 31st day of October, 2025, before me personally comes Michele Charette to me known; who, being by me duly sworn, deposes and says that he/she resides in Bartonsville,PA, that he/she is the Attorney-in-Fact of the PSIC (Palomar Specialty Insurance Company) the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he/she signed his/her name thereto by like order.

Kathleen Fochesto

(Signature & Title of Official Taking Acknowledgment)

Kathleen Fochesto
Commission #2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2030

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That Palomar Specialty Insurance Company, a Corporation of the State of Oregon does hereby appoint: **Patrick Lynch Sr., Patrick Lynch Jr. and Michele Charette**, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, Palomar Specialty Insurance Company of the State of Oregon has executed these presents this 23rd day of January, 2025.

David McDonald Armstrong, President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

On this 23rd day of January, 2025, before me came the above named officer of Palomar Specialty Insurance Company of Oregon, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.

CERTIFICATE

Excerpts of Resolutions adopted by the Board of Directors of Palomar Specialty Insurance Company of the State of Oregon adopted January 9th, 2025.

RESOLVED, on January 9th, 2025, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors shall have the power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Angela Grant, Secretary of Palomar Specialty Insurance Company of Oregon, do hereby certify that the foregoing Resolutions were adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 23rd day of January 2025.

Angela Grant, Secretary

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2024

Assets:	
Bonds	$ 686,591,749
Preferred & Common Stocks	146,342,958
Cash and Short Term Investments	45,143,035
Other Invested Assets	5,863,570
Investment Income Due and Accrued	6,001,526
Premiums and considerations	235,439,168
Reinsurance recoverable and funds held	18,147,075
Deferred Tax Asset	26,245,058
Other Assets	94,813,492
Total Admitted Assets	$ 1,264,587,631
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Reserve for Losses	120,255,575
Reinsurance payable on paid losses and LAE	9,742,369
Loss adjustment expenses	35,043,620
Commissions payable	2,467,666
Other Expenses	11,662,146
Taxes Licenses and Fees	13,260,456
Unearned premium	465,454,641
Ceded Reinsurance Balances Payable	71,459,464
Funds held	3,808,559
Amounts withheld or retained by company	250,000
Provision for Reinsurance	1,760,562
Payable to parent, subsidiaries and affiliates	76,703,963
Payable for securities	1,000,000
Total Liabilities	$ 812,869,022
Capital & Surplus:	
Common Stock, Paid Up	5,000,000
Paid in and Contributed Surplus	232,552,688
Unassigned Surplus	214,165,921
Surplus as Regards to Policyholders	$ 451,718,609
Total Liabilities and Surplus	$ 1,264,587,631

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December 2024, according to the best information, knowledge, and belief.

X _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

Subscribed and sworn to, before me, a Notary Public of the State of California in the County of San Diego, this 12th day of May, 2025 by Angela Grant.

X _____

BELINDA MEDINA PERAZA
COMM. #2492645
Notary Public - California
San Diego County
My Comm. Expires June 20, 2028

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

October 31, 2025

Skanska USA Building, Inc.
1010 NW Flanders St. Suite 500
Portland, OR 97209

Re: Geonomic Developments, Inc.
Contract Surety Bond Program

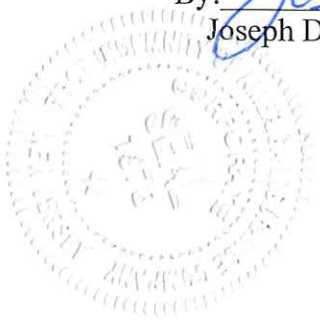
To Whom It May Concern:

At the present time, First Indemnity of America Insurance Company provides a 4 million dollar bonding capacity to Geonomic Developments, Inc.. As always, First Indemnity of America 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 Skanska USA Building, Inc. or its affiliates if for any reason we do not execute such bonds.

First Indemnity of America Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570, limit of $1,733,000.00), and is rated A- Category 6, by A.M. Best Company.

Very truly yours,

By: Joseph D'Onofrio
Joseph D'Onofrio, Attorney-in-Fact



Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

Intelligent Comfort · Energy Conservation· Geothermal

Attn: Dereck Bourque, Skanska USA Building
Re: Geonomic Developments – Quality Assurance (VPOC Geoexchange Project)

Geonomic Developments (Geonomic) is a leader in the Geothermal heating and cooling industry with hundreds of completed projects throughout North America. Founded in 2009 Geonomic specializes in **turn-key Ground Heat Exchanger (GHEX) design and installation**, offering complete, field-proven solutions for both public and private sector clients.

Bringing a trained and specialized work force together with the latest drilling technology, Geonomic offers comprehensive installation services focused on rate of production and insured quality thru detailed testing and commissioning. Lead by co-founders **Nicholas Mitchell** (an IGSHPA Accredited Installer since April 2009) and **Nicholas Cabianca** (the **first IGSHPA-certified Geothermal Inspector in the Pacific NW)**, the Geonomic team offers a unique capability to perform detailed **GHEX installation, commissioning, reporting, inspection, and quality verification**. Both founders serve as Board of Director Members of the Northwest GeoExchange, the IGSHPA partnered Geothermal Heat Pump Association for Oregon and Washington.

Geonomic maintains **strategic partnerships with Geoexchange-focused drilling contractors** across the United States, enabling the deployment of **a variety of drilling and grouting setups depending on the project** - optimizing for schedule, depth and performance. For the upcoming **VPOC** project in Vancouver, WA, Geonomic will lead a team that includes **Arrow Drilling**—one of the region's most experienced and trusted geothermal well drillers—and **Midwest Geothermal**, a nationally recognized GHEX contractor and driller – to deploy five (5) mud rotary vertical drills simultaneously.

Our team is collectively recognized as one of the most productive geothermal drilling companies in the country with our investment in the newest fleet of drill rigs, all of which include mud management systems to maintain a clean work site. In addition to our state-of-the-art drill rigs, we have excavation equipment, fusion equipment, and several flushing systems capable of commissioning most closed-loop geothermal systems.

Our teams are HDPE fusion certified from ¾" through 18" in diameter. We have (11) IGSHPA Accredited Installers altogether, more than twenty certified fusion technicians, and a fleet of dedicated service trucks to support the geothermal market.

Our federally recognized apprenticeship program via Midwest Geothermal is the first of its kind in the country. It focuses on both installation and safety training. Our field team completes OSHA-10 and our site supervisors complete OSHA-30 safety training courses.

I. IGSHPA Certifications

a. Nicholas Cabianca (Geothermal Inspector: 2016-present)

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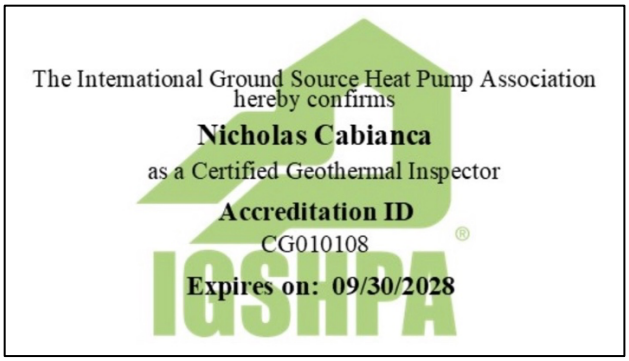
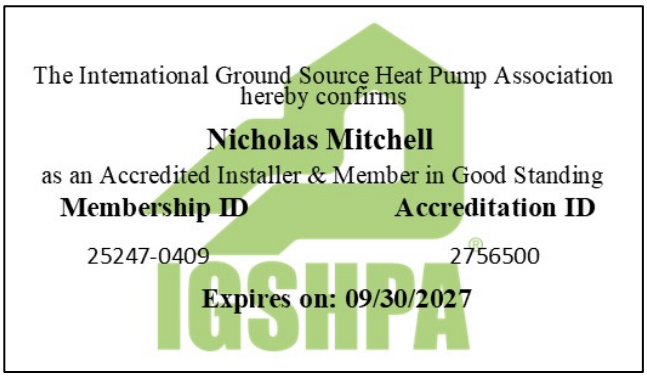


b. Nicholas Mitchell (Accredited Installer: April 2009-present)



c. Ryan Carda, PE (Accredited Installer, Trainer, Certified Geo Designer: 2006-present)

d. https://igshpa.org/directory/geonomic-developments-inc/

II. Project Experience

a. Microsoft Thermal Energy Center (Redmond, WA)
Contact: Benjamin Hamm (GLY Construction)
Project Designer/Engineer: Affiliated Engineers Inc./NBBJ
Date: 2021-2023
Number of Wells/Depth: 875 wells x 554' deep
Grout Used: TG Select + Power TEC + Type II Portland Cement (1.2 TC)

b. Michigan State Capitol (Lansing, MI)
Contact: Tim Bowlin, MSCC
Project Designer/Engineer: Loring Engineering Consultants
Date: 2022
Number of Wells/Depth: 222 wells x 500' deep
Grout Used: TG Select + Power TC (1.2 TC)

c. Lucas Museum of Narrative Art (Los Angeles, CA)
Contact: James Bererton (James.Bererton@stantec.com)
Project Designer/Engineer: Stantec

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Date: 2019
Number of Wells/Depth: 705 wells x 365' deep
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.0 TC)

d. Holly Hill (Hillsboro, OR)
Contact: Neal Doering (Neal@theheatingspecialist.com)
Project Designer/Engineer: PAE Engineering
Date: 06/2025
Number of Wells/Depth: 36 wells x 400' deep)
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.0 TC)

e. Homes For Good/NW Natural Pilot Project (Eugene, OR)
Contact: Esteban Montero Chacon (emonterochacon@homesforgood.org)
Project Designer/Engineer: Geonomic Developments
Date: 06/2024-09/2024
Number of Wells/Depth: 120 bores x 200'
Grout Used: Halliburton BoreGrout + silica sand (0.88 TC)

f. Sublette Woods (Jackson Hole, WY)
Contact: Matt Braun (matt@braundevco.com)
Project Designer/Engineer: Sound Geothermal
Date: 07/2024-09/2024
Number of Wells/Depth: 16 wells x 400' deep (granite rock/cobbles)
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.0 TC)

g. Lakewood VA Hospital (Lakewood, WA)
Contact: contracted under Geotility
Project Designer/Engineer:
Date: 2012
Number of Wells/Depth: 104 wells x 300' deep
Grout Used: Geo Pro TG Select + silica sand (1.0 TC)

h. Omak Health Clinic (Omak, WA)
Contact: Contracted under Geotility
Project Designer/Engineer:
Date: 05/2025
Number of Wells/Depth: 70 wells x 250' deep
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.0 TC)

i. Fort Dalles Readiness Center (The Dalles, OR)
Contact: Paul Hallowell (phallowell@glumac.com)
Project Designer/Engineer: Glumac
Date: 2014
Number of Wells/Depth: 80 wells x 400' deep
Grout Used: Geo Pro TG Select + silica sand (1.0 TC)

j. University of Notre Dame - Joyce Center
Contact: Contracted by R&R Excavation (Prime Contractor: Tonn and Blank Construction – Mike Daly)
Project Designer/Engineer: KFI
Date: 2023
Number of Wells/Depth: 1,008 wells x 307' deep

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Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

Grout Used: Geo Pro TG Select + Power TEC + Type II Portland Cement (1.6 TC)

k. CUB Lake Campus – Princeton University (Phase 1 and 2)
Contact: contracted under P. Agnes Building Contractors
Project Designer/Engineer: Salas O' Brien (Brian Urlaub - brian.urlaub@salasobrien.com)
Date: 2022
Number of Wells/Depth: 156 wells x 600' deep (Phase 1), 344 wells x 600' deep (Phase 2)
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.2 TC)

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Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

October 31, 2025

Skanska USA Building, Inc.
1010 NW Flanders St. Suite 500
Portland, OR 97209

Re: Geonomic Developments, Inc.
Contract Surety Bond Program

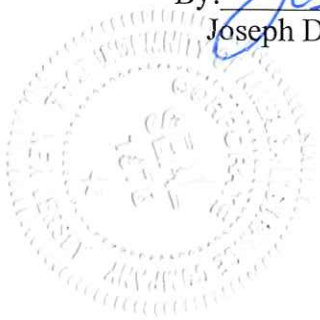
To Whom It May Concern:

At the present time, First Indemnity of America Insurance Company provides a 4 million dollar bonding capacity to Geonomic Developments, Inc.. As always, First Indemnity of America 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 Skanska USA Building, Inc. or its affiliates if for any reason we do not execute such bonds.

First Indemnity of America Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570, limit of $1,733,000.00), and is rated A- Category 6, by A.M. Best Company.

Very truly yours,

By: Joseph D'Onofrio
Joseph D'Onofrio, Attorney-in-Fact



Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

AIA Document A310™ – 2010

Bid Bond

Bond No. PSBD030027

CONTRACTOR:
GEONOMIC DEVELOPMENTS,INC.

1940 Sylvan Way
West Linn, OR 97068

SURETY:
PSIC (Palomar Specialty Insurance Company)
7979 Ivanhoe Avenue, Suite 500
La Jolla, CA 92037

OWNER:
Skanska USA Building, Inc.
1010 NW Flanders St. Suite 500
Portland, OR 97209

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.

BOND AMOUNT: 5 percent of the bid not to exceed $187,000.00

PROJECT:
Geothermal Wells + header system 8713 NE 94th Ave, Vancouver, WA 98662

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 31st day of October 2025

(Witness) Lisa Paolo

GEONOMIC DEVELOPMENTS,INC.
(Principal) (Seal)

(Witness) Michael Giarrantano

(Title)
PSIC (Palomar Specialty Insurance Company)
(Surety) (Seal)
Michele Charette, Attorney-in-fact

OFFICIAL STAMP
LISA PAOLO
NOTARY PUBLIC - OREGON
COMMISSION NO. 1050734
MY COMMISSION EXPIRES AUGUST 20, 2028

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Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

SURETY ACKNOWLEDGEMENT

State of New Jersey

ss:

County of Morris

On this 31st day of October, 2025, before me personally comes Michele Charette to me known; who, being by me duly sworn, deposes and says that he/she resides in Bartonsville,PA, that he/she is the Attorney-in-Fact of the PSIC (Palomar Specialty Insurance Company) the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he/she signed his/her name thereto by like order.

Kathleen Fochesto

(Signature & Title of Official Taking Acknowledgment)

Kathleen Fochesto
Commission #2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2030

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That Palomar Specialty Insurance Company, a Corporation of the State of Oregon does hereby appoint: **Patrick Lynch Sr., Patrick Lynch Jr. and Michele Charette**, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, Palomar Specialty Insurance Company of the State of Oregon has executed these presents this 23rd day of January, 2025.

David McDonald Armstrong, President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

On this 23rd day of January, 2025, before me came the above named officer of Palomar Specialty Insurance Company of Oregon, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.

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Angela Grant, Secretary

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

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I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December 2024, according to the best information, knowledge, and belief.

X _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

Subscribed and sworn to, before me, a Notary Public of the State of California in the County of San Diego, this 12th day of May, 2025 by Angela Grant.

X _____

BELINDA MEDINA PERAZA
COMM. #2492645
Notary Public - California
San Diego County
My Comm. Expires June 20, 2028

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

EXHIBIT "J"
MACC-2 (Contract AMENDMENT #2)
Group IV Bid Tab & Bids– BP 23B & 26A
City of Vancouver – Public Works Operations Center

Group IV Bid Tab and Bids

N/A

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

AIA® Document A133™ – 2019
Exhibit A

Guaranteed Maximum Price Amendment #1

This first Amendment dated the 9/29/2025 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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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User Notes: (2020107107)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed $6,298,470, 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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[« »] 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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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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This Amendment to the Agreement entered into as of the day and year first written above.

CITY OF VANCOUVER
A municipal corporation

Signed by:
C084EA446CF9483...
Lon Pluckhahn, City Manager

9/29/2025
Date

Attest:

Signed by:
Anthony Glenn For
1C30A6E850C240F...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C8F7FA2AC4D4...
Nena Cook, City Attorney

CONTRACTOR:
Skanska USA Building Inc

Signed by:
94B32D9737024EA...
Signature

Brian Urban VP / Account Manager
Printed Name /Title

9/18/2025
Date

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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

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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%

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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.

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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

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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

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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

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

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

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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

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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

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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

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

Unit Prices -

None

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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**	

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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**

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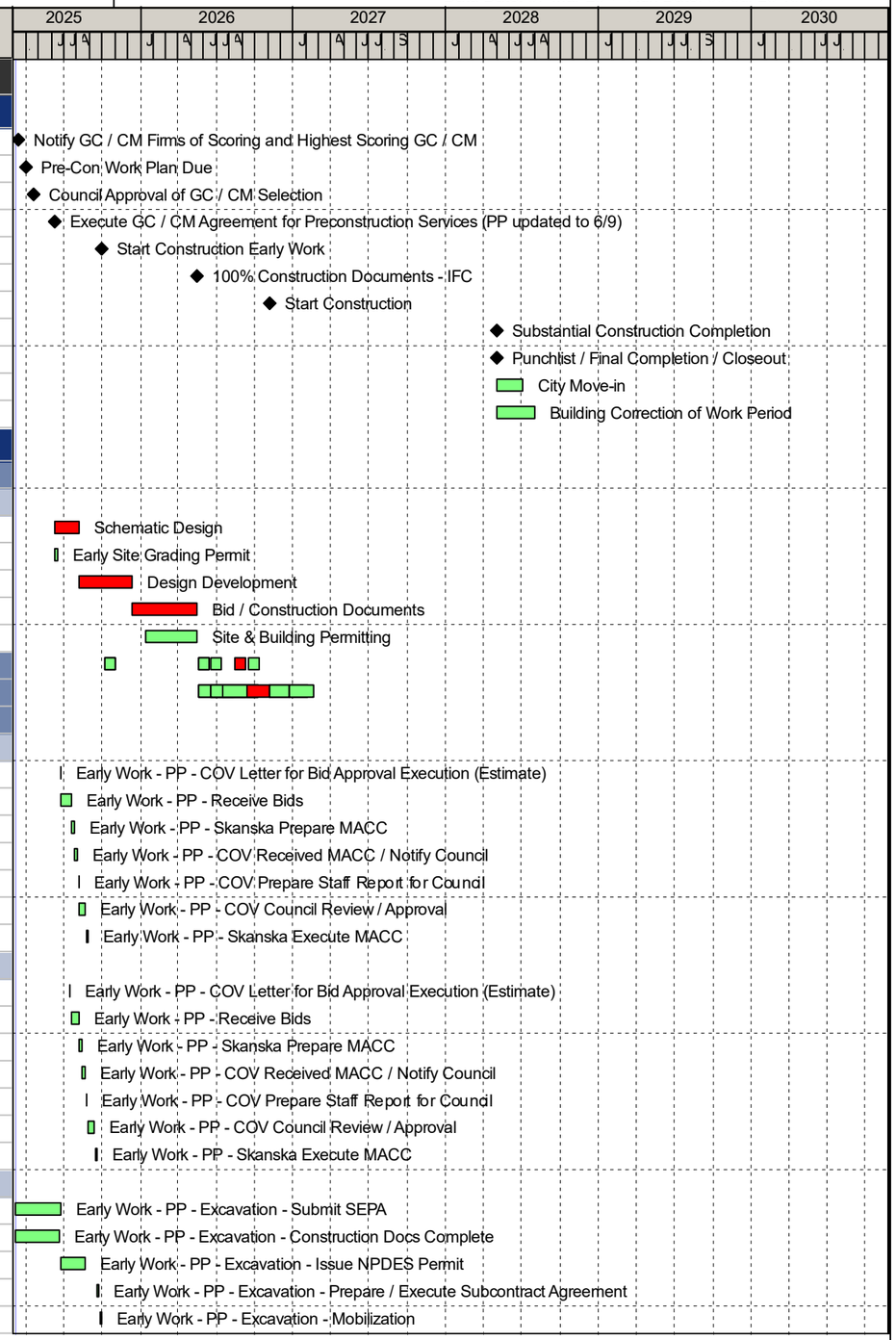
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT		1240	1246	14-Mar-25 A	23-Jan-30
EXECUTIVE SUMMARY		860	860	14-Mar-25	02-Aug-28
EXE163	Notify GC / CM Firms of Scoring and Highest Scoring GC / CM	0	0		14-Mar-25*
EXE173	Pre-Con Work Plan Due	0	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



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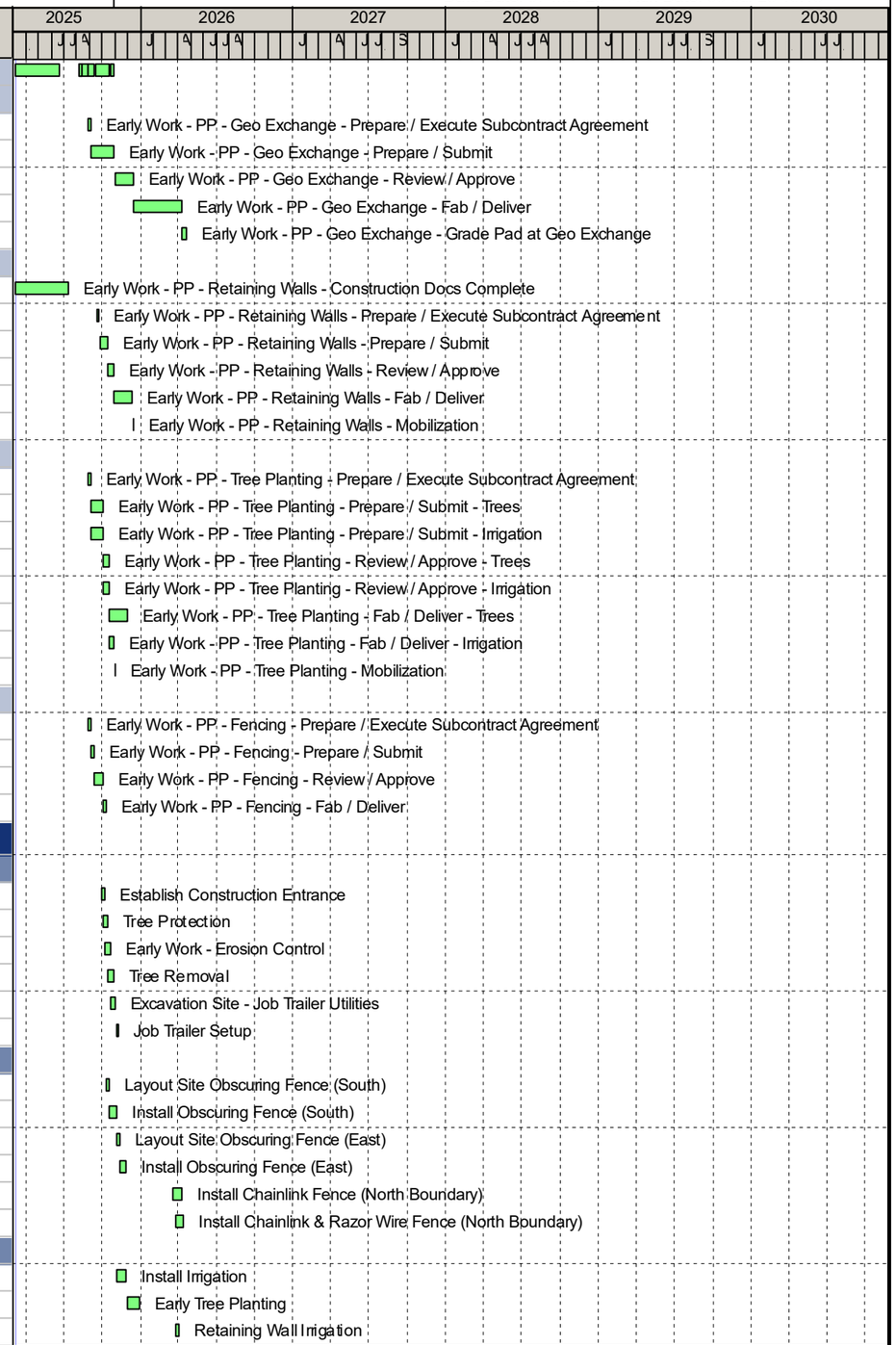
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EARLY WORK Aggregate Piers		228	164	05-May-25 A	27-Oct-25
EARLY WORK Geo Exchange		165	165	28-Aug-25	22-Apr-26
EWS367	Early Work - PP - Geo Exchange - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW14500	Early Work - PP - Geo 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



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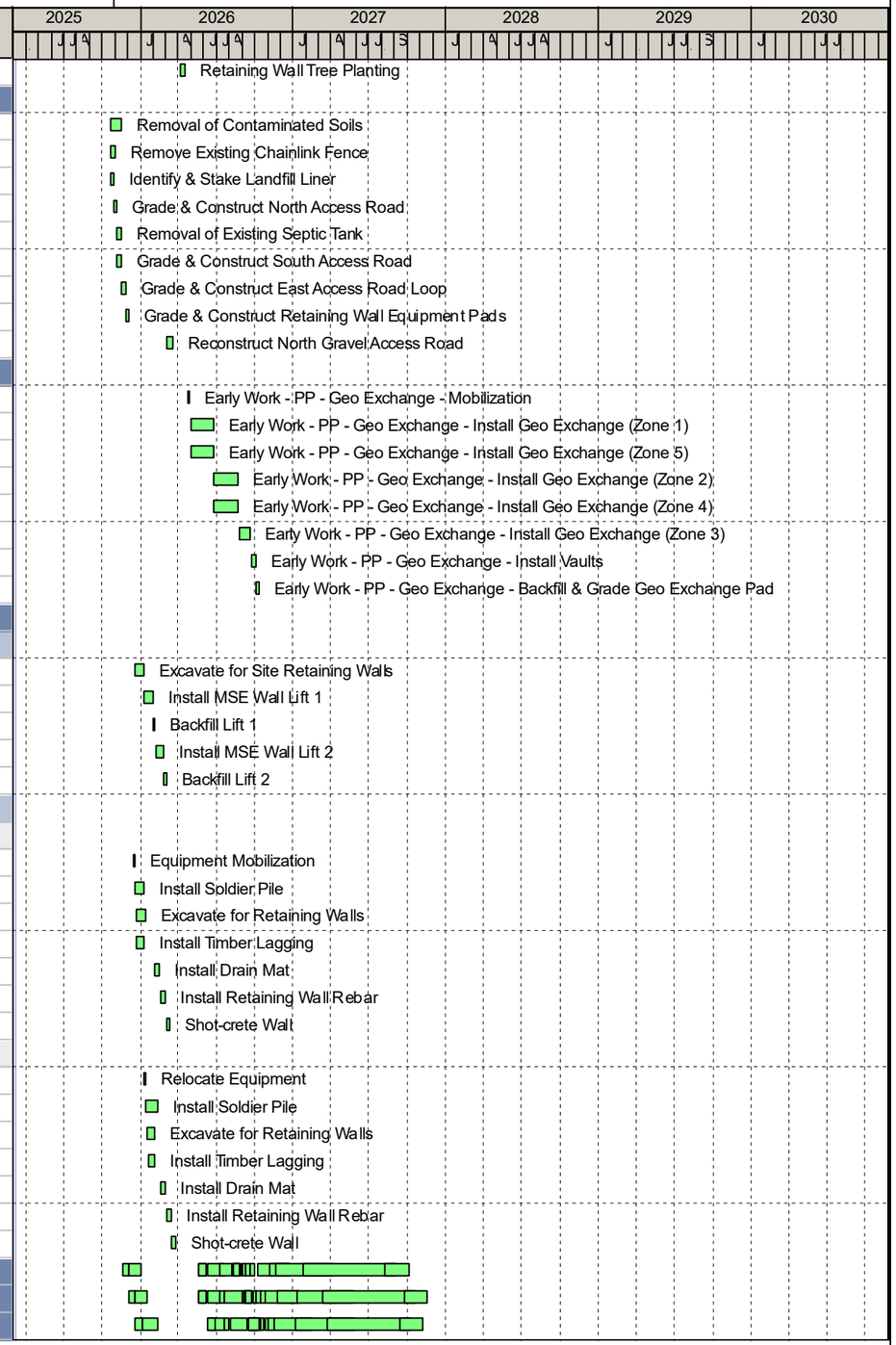
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EW15130	Retaining Wall Tree Planting	10	10	06-Apr-26	17-Apr-26
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		104	104	21-Oct-25	19-Mar-26
EW1180	Removal of Contaminated Soils	20	20	21-Oct-25	17-Nov-25
EW15170	Remove Existing Chainlink Fence	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

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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

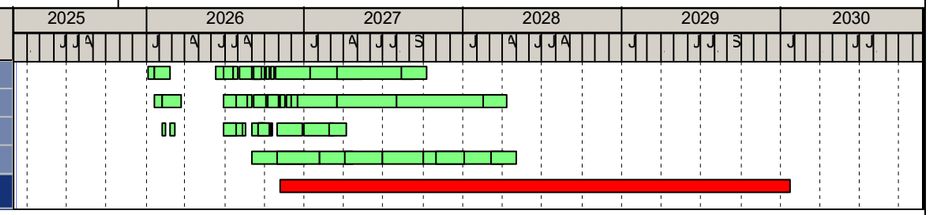

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EXHIBIT “H”
Contract AMENDMENT #1
Project Schedule
City of Vancouver – Public Works Operations Center

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

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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

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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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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 ~~UBS~~ Representative Anna Vogel

Skanska USA Building Inc.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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:	TRUSCAPES	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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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 ~~AA~~

Skanska USA Building Inc.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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 _____

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

BID FORM

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City of Vancouver City Hall
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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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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)

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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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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 ____

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

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

Additional Information

Notes

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

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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

[redacted]
By (Authorized Signature)

Garrett Colf
Printed Name

Estimator
Title

Po Box 1434
Street Address

Vancouver Wa

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

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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.

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TRAVELERS

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)).

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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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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 servi ces necessary to complete the scope of work and provide payment and performance bonds in strict accordance wit h 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, 202 5. 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 unde rsigned 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 certific ate 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 bi d 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 39.04.3 50. 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 Contra ctor, 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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

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

Attachments

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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: 120	Hourly Rate: $ 146.00	$ 17,520.00
		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)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Coffman Excavation Inc
(Principal) *(Seal)*

(Witness)

By: PRESIDENT
(Title)

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

(Witness) Kristine Santamaria

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

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

S-0054/AS 8/10

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Joelie 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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Revised: July 31, 2024

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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 servi ces necessary to complete the scope of work and provide payment and performance bonds in strict accordance wit h 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, 202 5. 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 unde rsigned 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 certific ate 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 bi d 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 39.04.3 50. 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 Contra ctor, 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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

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

Attachments

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Signed and sealed this 11th day of August, 2025.

GOODFELLOW BROS. LLC ESTABLISHED 1921 WENATCHEE, 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

2

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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)).

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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

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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

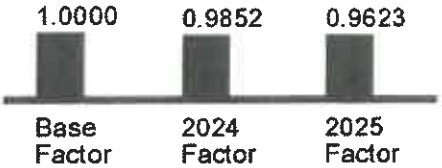
Class Code	Class Code Description	Accident Fund (AF)[1]	Medical Aid Fund (MA)[2]	Stay at Work Program[3]	Supp. Pension Fund (SP)[3]	Hourly* Employer Contribution	+ Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
0101-02	Excavation NOC	1.3751	0.5262	0.0206	0.1758	$1.67420	$0.35100	$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.

F225-004-000 [10-2014]

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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	Hourly Rate	$25,320.00
	120	$211.00	
		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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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 _____ **(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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Liberty Mutual SURETY

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Signed and sealed this 11th day of August, 2025

Nicole Gorbitt	Pacific Foundation, Inc.
(Witness)	*(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

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. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

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

Attachments

Bid Bond & Surety - DeWitt -... (176 KB)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Markel Insurance Company

By

Travis J. Robles

Attorney-in-Fact

DEWITT CONSTRUCTION, INC CORPORATE SEAL OREGON

MARKEL INSURANCE CORPORATE COMPANY SEAL ILLINOIS

S-0054/GE 12/00

XDP

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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, 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.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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)**

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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.

SEAL SEAL SEAL

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

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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.

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

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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

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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)

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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)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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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 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.

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
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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

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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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EXHIBIT A GMP AMENDMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's preliminary program information is as set forth in the Request for Proposal. The Contractor shall work with the Owner and Architect to further develop and comply with the Owner's program requirements.

§ 1.1.2 N/A

§ 1.1.3 The Owner's preliminary budget for the GMP is as follows:

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates:

.2 Construction Milestone Dates:

§ 1.1.5 The Owner anticipates that, to meet the desired schedule identified above, the Project may utilize all, or any combination of multiple GMPs for early procurement and/or early construction phases, early grading and foundation permits, and phased construction.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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TBD

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

TBD

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Jason Olson, PO Box 1995, Vancouver WA 98668-1995, 360-487-8654, jason.olson@cityofvancouver.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Contractor's submittals to the Owner are as follows:
(List name, address and other contact information.)

Parametrix, Eric Nielssen, 717 Pacific Avenue, Tacoma WA 98402,

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

TFC Architecture, Mark Hurley, 124 N I St, Tacoma WA 98403, mark@tcfarchitecture.com

§ 1.1.12 The Contractor identifies the following representative (the "Contractor's Designated Representative") in accordance with Article 3:
(List name, address, and other contact information.)

Skanska, Brian Urban. 206-940-0320, Brian.urban@skanska.com

§ 1.1.13 The Owner's requirements for the Contractor's Preconstruction Work Plan:
(List any Owner-specific requirements to be included in the staffing plan.)

See Specification Section 00 50 07 (SCOPE OF WORK FOR PRECONSTRUCTION SERVICES).

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

All subcontracts shall be procured in conformance with the requirements of Washington State law, including but not limited to RCW 39.10.380, this Agreement, and the agreed upon Subcontracting Plan. The Owner and Contractor will discuss whether to select certain Subcontractors under the requirements of RCW 39.10.385.

§ 1.1.15 Other Initial Information on which this Agreement is based:

TBD

§ 1.2 The Owner and Contractor may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Contractor shall appropriately adjust the Project schedule, the Contractor's services, and the Contractor's compensation. The Owner shall adjust the Owner's budget for the GMP and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 GENERAL PROVISIONS

§ 2.0 Definitions

§ 2.0.0 These Definitions are often shorthand references to more formal definitions elsewhere in the Contract

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User Notes: (1751804524)

Documents. When a defined term is described elsewhere in the Contract Documents, the more descriptive definition shall control over any general description in this Section 2.0.

§ 2.0.1 The **Agreement** is this revised A133-2019 Agreement between Owner and Contractor. All references to the Agreement or the A133 in the Contract Documents are to this revised document.

§ 2.0.2 An **Allowance** is a stated amount included in the GMP for a stated part of the Work that is not fully defined and/or quantified at the time the GMP is established. When that part of the Work is adequately defined and/or quantified, the GMP will be adjusted to account for the difference between the Allowance and the actual or estimated Cost of the Work for that item in an amount that is mutually agreeable to the Owner and Contractor. Following the adjustment, that part of the Work will no longer be an Allowance item.

§ 2.0.3 An **Application for Payment** is described in Section 9.3 of the revised General Conditions and Section 11.1 of this Agreement. An Application for Payment is generally a document the Contractor submits to the Owner and the Architect itemizing amounts due for and operations completed at the Project site in accordance with the Contract.

§ 2.0.4 The **Architect**, listed above, is the entity with which the Owner has contracted in a separate Owner-Architect agreement; the Architect is described in Section 4.3 of this Agreement and defined in Section 4.1 of the revised General Conditions.

§ 2.0.5 A **Change Order** is defined in Section 7.2 of the revised General Conditions and is generally a written instrument prepared by the Architect and signed by the Owner, the Contractor and the Architect that modifies the Contract and states their agreement upon a Change in the Work, the amount of the adjustment, if any, in the GMP; and the extent of the adjustment, if any, in the Contract Time.

§ 2.0.6 A **Claim** is defined in Section 15.1.1 of the revised General Conditions and generally consists of a demand or assertion by one of the parties seeking, as a matter of right, adjustments or interpretations of Contract terms, payment of money, extension of time or other relief. The term "Claim" includes disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract Documents.

§ 2.0.7 A **Construction Change Directive** is defined in Section 7.3 of the revised General Conditions as a written order prepared by the Architect and signed by the Owner and Architect, with or without the agreement of the Contractor, directing the Contractor to perform a change in the Work, or perform Work the Contractor contends to be a change in the Work, prior to agreement of the basis for adjustment, if any, to the Contract.

§ 2.0.8 The **Contractor** is the entity identified above as the party to this Agreement responsible for performing the Preconstruction Services and, upon successful negotiation and execution of the GMP Amendment, responsible for construction of the Work through its own services as well as through Subcontractors. The Contractor under this Contract shall provide the services of General Contractor/Construction Manager as defined in RCW 39.10.210(8).

§ 2.0.9 The **Contractor's Risk Contingency** is described in Section 3.2.4 of this Agreement.

§ 2.0.10 The **Construction Phase** is defined in Section 3.3 of this Agreement and any Special Conditions, and generally consists of the period of the Contract during which the Contractor performs construction of the Work after the earlier of execution of the GMP Amendment or the Owner's issuance of a Notice to Proceed.

§ 2.0.11 The **Construction Schedule** is the schedule defined in Section 3.10 of the revised General Conditions and prepared, revised and utilized by the Contractor for its performance under the Contract.

§ 2.0.12 The **Contract Documents** are defined in Section 1.1.1 of the revised General Conditions and Section 2.1 of this Agreement.

§ 2.0.13 The **Contract** is defined in Section 1.1.2 of the revised General Conditions and is the entire and integrated agreement between the Owner and the Contractor.

§ 2.0.14 The **Contract Sum** is defined in Section 6.1 of this Agreement and Section 9.1 of the revised General Conditions that the Owner agrees to pay the Contractor for its performance of the Work under the Contract. The Contract Sum consists of the sum of the Cost of the Work (including Negotiated Support Services and Specified

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General Conditions) as well as the Contractor's Fee, and it shall not exceed the GMP. Neither the Preconstruction Services Cost nor Washington State sales tax is included in the Contract Sum.

§ 2.0.15 The **Contract Time** is the time defined in Section 8.1.1 of the revised General Conditions and specified in the GMP Amendment to achieve Substantial Completion of the Work.

§ 2.0.16 The **Cost of the Work** is defined in Article 7 of this Agreement.

§ 2.0.17 Days are defined as working days, unless otherwise specified.

§ 20.18 Drawings are defined in Section 1.1.5 of the revised General Conditions and generally are the graphic and pictorial portions of the Contract Documents showing the design and location of the Work, and generally include plans, elevations, sections, details, dimensions, schedules and diagrams.

§ 2.0.19 The Contractor's **Fee** is the amount specified in the GMP Amendment based on the percentage contained in Section 6.1.2 of this Agreement that the Contractor is to receive under this Contract in addition to the Cost of the Work for its performance of the Work. The Fee compensates the Contractor for all aspects of its performance other than the Cost of the Work, and it includes the Contractor's profit and all overhead expenses not otherwise reimbursable under this Agreement or through the Specified General Conditions, including but not limited to all bonds and insurance required by Article 11 of the revised General Conditions, home office overhead, and all taxes except sales tax on the Contract Sum, and as otherwise described in this Agreement. The Fee is applied to all reimbursable Costs of the Work as defined in Sections 7.1 through 7.7, the Negotiated Support Services, and the Specified General Conditions. The fee is not applied to the Contractor's Contingency and is only earned on and applied to the Contractor's Contingency as such costs are incurred. The Fee is not applied to any other costs except as described above.

§ 2.0.20 Final Acceptance is defined in Section 9.10.2.1 of the revised General Conditions and is the date on which the City Council has formally accepted the Project.

§ 2.0.21 Final Completion is defined in Section 9.10.1 of the revised General Conditions and generally occurs when the Owner finds that the Work has been completed, the required occupancy permit has been issued, the commissioning process and any validation process have been successfully concluded, incidental corrective or punchlist Work and final cleaning have been completed, the Contractor has submitted or delivered all specified items, the Contractor has submitted a final Application for Payment, and the Owner has approved a final Application for Payment.

§ 2.0.22 The **General Conditions** are the revised 2017 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. All references to the A201 General Conditions or the "revised General Conditions" in the Contract Documents are to the revised document.

§ 2.0.23 The **Guaranteed Maximum Price** ("**GMP**") is defined in Section 3.2 of this Agreement, described in Section 6.2 of this Agreement, and established in the GMP Amendment. The GMP consists of the sum that the Owner and the Contractor establish in the GMP Amendment as the fixed limit for all Costs of the Work reimbursable under Article 7 of this Agreement, which includes the MACC, the Negotiated Support Services, the Specified General Conditions, the Contractor's Risk Contingency, and the Contractor's Fee. The GMP does not include the Preconstruction Services Cost or sales tax on progress payments. State and local sales tax on the Contract Sum will be paid by the Owner with progress payments. The Owner is not obligated to pay the Contractor more than the GMP for the performance of the Work. The GMP is the equivalent to the "Total Contract Cost" as that term is used in RCW 39.10.210(20).

§ 2.0.24 The **GMP Amendment** is described in Section 3.2.6 of this Agreement and generally is an amendment to this Agreement in the form attached as Exhibit A to this Agreement setting forth the GMP for all or for an identified portion of the Work, the information and assumptions upon which it is based, the Contract Time, and other information upon which the parties agree.

§ 2.0.25 The **Maximum Allowable Construction Cost** ("**MACC**") generally consists of the sum to which the Owner and the Contractor agree in writing as an estimate of the maximum Cost of the Work reimbursable under Article 7 of this Agreement, including the percentage for the Contractor's Risk Contingency, Negotiated Support Services, and approved Change Orders. The MACC does not include the Specified General Conditions, the Contractor's Fee, Preconstruction Services, or sales tax. A final MACC will be established as part of the GMP negotiation in accordance with this Agreement.

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§ 2.0.26 Negotiated Support Services are defined in Section 7.7.3 of this Agreement and are generally items the Contractor normally would manage or perform on the Work for a municipality, including but not limited to, surveying, laser scanning, hoisting, safety enforcement, cleanup and trash removal, street cleaning, dust control, maintenance of traffic on public street and roads, temporary heat, temporary hookups, temporary toilets, temporary signs, fences, enclosures, barriers and barricades, temporary meter installation for water, utilities, natural gas, sewer and storm sewer, advertisement and negotiation of subcontract bid packages, and sustainability benchmarking documentation (such as LEED). Approved Negotiated Support Services are reimbursable, consistent with the Contract Documents, to the extent they are Costs of the Work within the GMP. The Contractor's management of Negotiated Support Services is included within the Specified General Conditions amount. If the Owner requires the Contractor to provide the Builder's Risk insurance, such premiums will be paid as a Negotiated Support Service.

§ 2.0.27 The **Notice to Proceed** is a written notice the Owner submits to the Contractor that generally permits construction or a designated portion thereof to commence upon the Contractor's compliance with conditions expressed in the notice. An executed GMP Amendment shall act as a Notice to Proceed with the Work covered by the GMP Amendment, unless stated otherwise therein.

§ 2.0.28 The **Owner** is the entity listed on the first page of this Agreement or its Designated Representative.

§ 2.0.29 The **Owner-Architect Agreement** is the separate agreement between the Owner and the Architect relating to the design of the Project.

§ 2.0.30 The **Owner's Designated Representative** is the party (or parties) that the Owner has authorized in writing to act on behalf of the Owner with respect to certain of Owner's rights and responsibilities under the Contract.

§ 2.0.31 The **Preconstruction Phase** is defined in Section 3.1 of this Agreement and generally consists of the initial portion of the Contractor's services and performance under the Contract prior to execution of the GMP Amendment or issuance of the Notice to Proceed.

§ 2.0.32 The **Preconstruction Services** generally consist of those services provided by the Contractor under Section 3.1 of this Agreement and any exhibit describing the Preconstruction Services.

§ 2.0.33 The **Preconstruction Services Cost** is defined in Section 5.1 of this Agreement and is the compensation payable by the Owner to the Contractor for Preconstruction Services.

§ 2.0.34 The **Project** is defined on the cover page above and in Section 1.1.4 of the revised General Conditions.

§ 2.0.36 The **Project Team** consists of the Contractor, the Owner, the Architect and all consultants and Subcontractors of any tier employed or retained by each of them.

§ 2.0.37 Specifications are defined in Section 1.1.6 of the revised General Conditions and generally consist of the portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance or related services.

§ 2.0.38 Specified General Conditions are further defined in Article 7 of this Agreement and further clarified in the Cost Responsibility Matrix and generally mean certain selected general conditions Work and services specified in the Contract Documents to be provided by the Contractor for the fixed Specified General Conditions price as a part of the Cost of the Work. The Specified General Conditions are to be performed by the Contractor with its own forces in most instances. The Specified General Conditions include any Preconstruction Services that occur after the GMP is established through execution of the GMP Amendment. The Specified General Conditions include but are not limited to the Contractor's construction administration, management services and supervision of the Project, all costs associated with the subcontractor bidding process (except costs of document reproduction), such as developing solicitations, site tours, responding to questions from bidders, providing a bid opening facility (unless the Owner elects to provide such facilities), bidding in accordance with the requirements of RCW 39.10, the Contract Documents, subcontract award, and all aspects of safety implementation and administration. Any cost that is not specifically identified as a reimbursable Cost of the Work shall be covered by the amount bid for Specified General Conditions.

§ 2.0.39 The **Subcontracting Plan** is defined in Section 3.1.10 of this Agreement and is prepared by the Contractor for

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the Owner's approval prior to conclusion of the Design Development phase. It identifies all proposed subcontract bid packages, any contemplated alternative subcontractor selection process permitted by RCW 39.10, any bid packages for which the Contractor expects to compete, all subcontractor scopes of work, the timing of solicitation of subcontractor bids for the packages to meet the Construction Schedule, major coordination issues with other packages, and means to enhance the opportunity for small, disadvantaged and local businesses to participate in performing the Work.

§ 2.0.40 A **Subcontractor** is defined in Section 5.1 of the revised General Conditions and is generally a person or entity that has a direct contract with the Contractor. A **Subcontractor of any tier** is a Subcontractor or a lower tier subcontractor that performs a portion of the Work of the Project at the site or supplies materials or equipment. A **Bidder-Design Subcontractor** is a Subcontractor that will not only construct discrete portions of the Work but also will design such portion as specified in the GMP Amendment.

§ 2.0.41 Substantial Completion is defined in Section 9.8.1 of the revised General Conditions. The date of Substantial Completion will be established in the GMP Amendment.

§ 2.0.42 The **Work** is defined in Section 1.1.3 of the revised General Conditions and generally means the construction and services performed in the Construction Phase as required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations.

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Contractor's GMP proposal, the Contract Documents will also include the documents described in Section 3.2.3 of this Agreement and identified in the GMP Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8 of this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner to furnish professional, competent and efficient construction administration, management services, and supervision, with sufficient quantities of fully qualified, competent and experienced personnel; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious, workmanlike and economical manner in compliance with the Contract Documents and consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents. The parties shall endeavor to promote harmony, mutual respect, and cooperation among the Owner, Architect, Contractor, authorities having jurisdiction, and other persons or entities employed by them for the Project to the fullest extent possible in order to further the interests of the Owner in the Project and to effect prompt and successful completion of the Project within the requirements of the Contract Documents, the Contract Time and the GMP.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as revised, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, as revised, which document is incorporated herein by reference.

§ 2.3.3 The Contractor shall perform the Preconstruction Services, shall be responsible for coordinating the activities of construction during the Construction Phase if the GMP Amendment is signed, shall be fully responsible for discharging all of the Contractor's obligations under the Contract Documents, and, during the Preconstruction and Construction

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Phases, shall advise and work with the Project Team to make recommendations for alternate or substitute products and technologies, construction techniques, methods and practices based on maintainability and durability as well as cost savings, time saving and/or other related efficiencies. The Owner will be responsible for coordinating the activities of the Project Team during the Preconstruction Phase.

ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES

The Contractor's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2 of this Agreement, and in the applicable provisions of A201-2017 referenced in Section 2.3.1 of this Agreement. The Contractor's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Contractor may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Contractor's Designated Representative identified in Section 1.1.12 of this Agreement shall be authorized to act on behalf of the Contractor with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Contractor shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Contractor. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The Contractor is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall carefully review upon receipt all Drawings and Specifications submitted to it at each level of design. The Contractor shall promptly report to the Owner and the Architect any error, inconsistency or omission that the Contractor may discover in them and shall recommend changes and alternatives. The Contractor's review shall be made in the Contractor's capacity as a contractor and not as a licensed design professional, except to the extent the Contractor or a Subcontractor has bidder-design responsibilities.

§ 3.1.2 The Contractor shall participate as part of the Project team to provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, and coordinate estimating reconciliation, each in terms of the other. The Contractor shall perform the Preconstruction Services described in this Agreement and applicable provisions of chapter 39.10 RCW as well as the Preconstruction Services described in the Preconstruction Services Scope of Work.

§ 3.1.3 Consultation

§ 3.1.3.1 The Contractor shall jointly schedule and conduct meetings with the Architect and Owner at a minimum on a weekly basis during the schematic design phase, design development phase, and the Construction Document phase to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Contractor shall actively and cooperatively advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Contractor shall also actively and cooperatively provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; phasing and site work planning; sequencing and scheduling for procurement, installation and construction; traffic planning; occupied campus strategies; factors related to construction quality, local market trends, bidding strategies, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, value engineering and constructability review, and possible cost reductions. The Contractor shall consult with the Owner and Architect regarding professional services to be provided by the Contractor during the Construction Phase.

§ 3.1.3.3 The Contractor shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project.

§ 3.1.3.4 The Contractor shall review the Schematic Design Documents, Design Development Documents and Construction Documents, Specifications, and other Contract Documents as they are developed and completed. These documents will include those prepared by any bidder-design Subcontractors and may be developed at different rates for different components of the Project. The Contractor shall also review all other documents provided by the Owner, including but not limited to the associated environmental documents, all record drawings of existing facilities and all documents provided or made available as a part of the GC/CM selection process. The Contractor shall promptly report

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in writing to the Owner and the Architect any errors, inconsistencies, incomplete information or other questions or deficiencies that the Contractor has discovered and that need to be resolved for the successful completion of the Work, paying particular attention to coordination issues. Design review activities are to be a cooperative and collaborative effort with the Architect, the Owner, and their consultants. The Contractor shall recommend changes and alternatives to the Architect and Owner, without, however, assuming any of the Architect's design responsibilities, except to the extent the Contractor or a Subcontractor performs bidder-design Work.

§ 3.1.3.5 Constructability. The Contractor shall work with the Owner and Architect to prepare a constructability plan for the Project to reduce cost, save time, improve quality, reduce risk and improve the overall process of Project delivery. Key objectives of the constructability program will include creation and maintenance of a well-planned, safe, effective, cooperative and mutually beneficial work environment for all participants. A primary objective of these efforts will be to assist the Owner to ensure that the final GMP does not exceed the Owner's budget and that the Project is completed on time. The Contractor shall perform actions designed to minimize adverse effects of labor or material shortages or delays; time requirements for procurement, installation and construction completion; and factors related to construction cost. As part of this effort, the Contractor shall participate in and provide written comments as a part of formal constructability reviews following completion of the Design Development Documents and when the Construction Documents are 90% complete and shall confirm prior to solicitation of the first subcontract bid package that a constructability analysis has been performed.

§ 3.1.3.6 Value Engineering. The Contractor will participate in value engineering the design documents at 30% Schematic Design and at 50% of the Design Development phase and on a continuing basis with the Architect in subsequent phases up to 90% Construction Documents. At the completion of each of its reviews, the Contractor will provide the Owner and Architect with a formal record of its findings and recommendations. The Architect and the Contractor will brief the Owner and any value engineers and answer their questions to determine the advisability of changes in the design documents. Value engineering will include selecting building systems, with final selection of systems to occur prior to the start of the Construction Documents Phase.

§ 3.1.3.7 Site Investigation. The Contractor shall suggest to the Owner and shall perform as agreed with the Owner and as a non-labor cost under Section 5.1, site investigation to assist in development of the design and construction planning.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, and by no later than 50% of the Design Development phase, the Contractor shall prepare and periodically update a Project schedule for the Owner's and Architect's review and the Owner's acceptance. Regardless of any review, acceptance, or approval of the Contractor's schedule, the Owner shall not be responsible for any aspects of the Project schedule. The Contractor shall obtain the Owner's and Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Contractor's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner. The Contractor will be responsible for the Project schedule, including a plan for phased construction defined in the Contract Documents.

§ 3.1.5 Phased Construction

The Contractor, in consultation with the Owner and Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Contractor shall take into consideration occupancy needs, site logistics, utilities, safety, cost reductions, cost information, constructability, provisions for temporary facilities, permitting timelines, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Contractor shall prepare, for the Owner's and Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Contractor suggests alternative materials and systems, the Contractor shall provide cost evaluations of those alternative materials and systems. The Owner will provide an independent estimate prepared by the Architect; the

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Contractor shall participate in a cost reconciliation process in accordance with the Preconstruction Services identified in Specification Section 00-50-07, Attachment A1.

§ 3.1.6.2 The Contractor shall collaborate with the Architect and the Owner on cost estimates throughout the Preconstruction Phase, and will prepare detailed cost estimates following completion of the Schematic Design Phase, completion of the Design Development Phase at 60% Construction Documents and when Construction Documents are 90% complete (the "GMP estimate"). The Contractor shall also reconcile its estimate with the Architect's and/or the Owner's independent cost estimator at each phase for the Contractor's, Architect's, and Owner's acceptance. Cost escalation to the time of Subcontractor bidding shall not exceed five percent (5%) per year of these estimates without approval of the Owner. Timely and complete estimates are critical to the success of the Project; therefore, failure of the Contractor to submit timely cost estimates shall be grounds for the termination of the Contractor for cause. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Contractor shall prepare and update, at appropriate intervals agreed to by the Owner, Contractor and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Contractor agree on a GMP for the Work. Such estimates shall be provided for the Architect's and Owner's review and the Owner's approval. The Contractor shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action, including participation in preparing a list of proposed cost savings equal to or greater than the overage. The Contractor shall also collaborate with the Architect and Owner on cost estimates prior to issuing each subcontract bid package, and will, at a minimum, prepare detailed cost estimates for each such package.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Contractor's cost estimates and the Architect's cost estimates, the Contractor and the Architect shall work together with the Owner to reconcile the cost estimates, consistent with the Scope of Work for Preconstruction Services, and to align the estimates with the Owner's prioritization of scope elements.

§ 3.1.7 The Contractor shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities. The Contractor shall suggest to the Owner and shall perform, as agreed with the Owner under Section 3.1.3.2, site investigation to assist in development of the design and construction planning.

§ 3.1.8 The Contractor shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval. Refer to the Request for Proposals, Request for Final Proposals and the personnel identified by the Contractor in response thereto.

§ 3.1.9 The Owner's anticipated Sustainable Objective for the Project:

TBD

§ 3.1.10 Subcontractors and Suppliers

§ 3.1.10.1 The Contractor shall develop bidders' interest in the Project. The Contractor shall prepare and submit a construction management and subcontracting plan ("Subcontracting Plan") to the Owner and the Architect for approval prior to conclusion of the Design Development Phase. Prior to negotiation of the GMP, the Owner and the Contractor shall negotiate the following terms and shall include the Subcontracting Plan as an exhibit to the GMP Amendment. The Subcontracting Plan shall describe the process for allocating scopes of Work among the bid packages and shall, for and within each Component, identify:

- **.1** All subcontract bid packages, specifying those upon which the Contractor or its affiliates intend to bid;
- **.2** The scopes of Work, timing of solicitation of bids for the packages to meet the Construction Schedule;
- **.3** Major coordination issues with other packages;
- **.4** Contractor's plan to prepare bid packages to reduce barriers for and increase participation by business entities certified with the Office of Minority and Women's Business Enterprises, including small businesses, and business entities certified with the Department of Veterans Affairs.
- **.5** The scope and cost estimates for each subcontract bid package.
- **.6** Any intention of the Contractor to select a Subcontractor in accordance with the alternative procedure specified in RCW 39.10.385.

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§ 3.1.10.2 The Contractor shall use its best efforts to develop the interest of Subcontractor bidders in the Project. The Contractor shall consider prebid determinations of Subcontractor eligibility to the extent permitted by statute and shall furnish to the Owner and Architect for their information as a part of the submittal of its Subcontracting Plan a list of possible eligible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner will promptly reply in writing to the Contractor if the Architect or Owner knows of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it or the lack of any objection waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor or supplier.

§ 3.1.10.3 If the value of an individual anticipated subcontract exceeds $3 million, the Owner may consider use of the alternative subcontractor selection process provided by RCW 39.10.385. Subject to Owner's approval, the Contractor shall conduct all alternative subcontractor selection in strict accordance with the requirements of RCW 39.10.385.

§ 3.1.11 Long–Lead Time Procurement

§ 3.1.11.1 The Contractor shall prepare, for the Architect's and Owner's review and the Owner's acceptance, and update at least monthly, a procurement schedule for items and/or associated services that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the bidding, ordering and delivery of materials that must be bid or ordered well in advance of construction. The Owner may also procure any items prior to the establishment of the GMP on terms and conditions acceptable to the Contractor. Upon the establishment of the GMP, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

§ 3.1.11.2 The Contractor shall identify and estimate the value of any items that require off-site storage, together with proposed locations for storage during the course of the Work acceptable to Owner. These locations shall be selected to provide a maximum of protection and minimum of cost and delay associated with delivery to the site and shall conform with the requirements of Section 11.1.3.5 of this Agreement.

§ 3.1.12 Extent of Responsibility

§ 3.1.12.1 The Contractor shall exercise reasonable care in preparing schedules and estimates. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The Contractor is not required to ascertain that the Drawings and Specifications prepared by the Architect are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.1.12.2 The Contractor shall carefully review upon receipt all Drawings, Specifications and Reports submitted to it at each level of design. The Contractor shall promptly report to the Owner and the Architect any error, inconsistency or omission that the Contractor may discover in them and shall recommend changes and alternatives. The Contractor's review shall be made in the Contractor's capacity as a contractor and not as a licensed design professional, except to the extent the Contractor or a Subcontractor has bidder-design responsibilities.

§ 3.1.13 Compliance with Laws

The Contractor shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, apprenticeship programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Contractor, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Specification Section 00 50 07 (SCOPE OF WORK FOR PRECONSTRUCTION SERVICES).

§ 3.2 GMP Proposal and Contract Time

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§ 3.2.0 Early Bid Package Amendments. The Owner and the Contractor may agree to one or more initial GMP amendments to provide for early Project Work prior to completion of 90% Drawings and Specifications and prior to agreement on the final GMP Amendment as provided in Section 3.2.6 of this Agreement ("Early Bid Package Amendments"). All Early Bid Package Amendments shall conform with the requirements of this Agreement, except that such Early Bid Package Amendments may be agreed upon and executed at any point in the Project design phase.

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Contractor, and when the Construction Drawings and Specifications are at least 90% complete, the Owner will submit a "GMP set" of Construction Documents to the Contractor, and within twenty-one (21) days of receipt of the `GMP set, unless a longer period of time is approved by the Owner due to special conditions or circumstances, and in consultation with the Architect and Owner, the Contractor shall prepare a GMP proposal for the Owner's review, negotiation, and acceptance. The Contractor shall promptly notify the Owner if it does not consider the Drawings and Specifications to be at least 90% complete and shall not propose a GMP until the Drawings and Specifications are at least 90% complete. A list of items needed to obtain 90% completion shall be prepared by the Contractor and agreed to by the Owner and the Architect prior to additional information being added to the Construction Documents.

§ 3.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom by allowing for such further development in its cost estimates. The Contractor will also make allowance for market conditions at the time of bidding and possible estimating inaccuracies within the GMP. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. A Change in the Work will not be warranted if the Work in question was reasonably inferable from or contemplated by, or a prudent contractor should have realized that the Work was necessary and appropriate under, the Contract Documents referenced in the GMP Amendment.

§ 3.2.3 The Contractor shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Contractor in the preparation of the GMP proposal, divided into the proposed subcontract bid packages and including assumptions under Section 3.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, the MACC, Specified General Conditions, Negotiated Support Services, and other Article 7 Costs of the Work; the Contractor's Risk Contingency; and the Contractor's Fee (any Allowances must be limited and preapproved by the Owner);

.4 The anticipated date of Substantial Completion – by phase as applicable – upon which the proposed GMP is based; and

.5 A date by which the Owner must conclude negotiations and accept the GMP, subject to the Owner's internal review processes and approval sequence required to gain approval by the City Council.

§ 3.2.4. In preparing the Contractor's GMP proposal, the Contractor shall include its Risk Contingency, at least two percent (2%) and not to exceed five percent (5%) of the MACC, as agreed upon by the Owner and the Contractor, for the Contractor's exclusive use to cover costs arising under Section 3.2.4 and other costs that are properly reimbursable as a Cost of the Work but not qualified for inclusion in a Change Order. The Contractor may use the Contractor's Risk Contingency to pay for Project issues that are within its control, such as design issues that a reasonable Contractor should have resolved during the Preconstruction Services Phase, items in Drawings but not in the Specifications, items on one Drawing but not another, items specified but not drawn, non-specified items within Specifications, buy-out errors or shortfalls, scope gaps, ambiguities in the Construction Documents, damaged work not covered by insurance (including, to the extent permitted by the Contract Documents, a deductible), unanticipated general conditions expenses, interdisciplinary design coordination, Subcontractor performance, and expediting costs for critical materials. The Contractor's Risk Contingency may also be used for issues beyond the Contractor's control such as lost time, increases in bid contracts, and Subcontractor performance or failure. The Contractor must give the Owner notice and supporting cost backup when applying to use the Contractor's Risk Contingency. Except in the case of a mutual agreement between the Contractor and Owner, which shall be documented in writing, the Contractor shall not use the Contingency to pay

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for costs related to enhancements or additions to the Scope of Work desired by the Owner, unforeseen or differing site conditions or design errors or omissions beyond the reasonable inferences described in Section 3.2.2 of the Agreement, as such costs shall be subject to a Change Order. The Contractor shall use the Contractor's Risk Contingency only with the Owner's prior written consent, which shall not unreasonably be withheld. Each use of the Contractor's Risk Contingency shall be shown as a separate line item in the Schedule of Values submitted with Applications for Payment. Any balance remaining in the Risk Contingency shall be returned to the Owner in a deductive Change Order before Final Payment.

§ 3.2.4.1 The MACC shall consist of all Subcontractor scope of Work by bid package consistent with the Subcontracting Plan, including Work the Contractor will self-perform through the Subcontracting bidding process, and other Article 7 Costs of the Work except the Specified General Conditions. The MACC used in negotiating the GMP shall be the summation of the actual amounts of any Subcontract bid packages awarded and estimated amounts for Subcontract bid packages not yet bid. Upon completion of the buyout of Subcontract bid packages, the Contractor shall ascertain whether any scope changes beyond those specified in Section 3.2.2 have occurred in the Subcontract bidding documents as a result of completion of the Construction Documents to the 100% level. In the event that these scope changes are required for the Project and approved by both the Contractor and the Owner, any balance in the MACC may be accessed. Any amounts remaining in the MACC when all the Subcontract bid packages have been awarded shall be added to the Contractor's Risk Contingency. It is the intent of the parties that when the GMP is set, the Contractor will have participated in and be fully aware of the existing conditions and proposed design for the Project. It is further intended that the GMP will include all elements necessary to complete the Project in accordance with the Contract Documents, and that Change Orders adjusting the GMP will therefore not be necessary except in limited circumstances as set forth below. Accordingly, the GMP shall be adjusted principally for the following events:

.1 **Scope Changes.** Owner revisions on scope items previously approved by the Owner and incorporated in the pricing of the GMP. Examples: The Owner approved use of MC cable in lieu of conduit for branch wiring runs and later decides to change back to conduit; or bid alternates not included in the GMP.

.2 **Concealed or Unknown Conditions** as described in Section 3.7.4 of the revised General Conditions. For example, during the Construction Phase, substantially differing site conditions are encountered that could not have been reasonably anticipated or discovered by the Contractor during the Preconstruction Phase. This category includes unknown and unforeseeable hazmat conditions and soil conditions.

.3 **Regulatory Agency Changes.** Costs incurred as a result of changes in regulatory requirements but only where such requirements change after execution of the GMP Amendment. (This shall not include costs incurred as a result of inspections or other actions necessitated by pre-existing requirements of the Project permits).

.4 **Significant Design Errors or Omissions.** Significant errors or omissions in the Drawings or Specifications that could not reasonably have been anticipated or discovered by the Contractor before the GMP was established. However, design errors and omissions do not include, for example: (1) failure to coordinate between trades; (2) requirements of the Specifications that are not specifically shown in Drawings; (3) requirements of the Drawings that are not specifically described in the Specifications; or (4) design changes made at the request of the Contractor in order to facilitate the constructability of the Project. The failure of the Architect to specify every detail in the Construction Documents does not eliminate the requirement for the Contractor to provide at least a standard commercially available detail of institutional quality to serve the basic functions of the design.

.5 **Changes required by governmental inspectors to meet requirements beyond those contained in regulations.** Changes required by an inspector of a governmental authority having jurisdiction beyond those contained in regulations or previously communicated.

.6 **Allowance adjustments.**

§ 3.2.4.2 Examples of events for which the GMP shall not be adjusted include but are not limited to:

.1 **Subcontractor Gaps.** Gaps in scope coverage between Subcontractors, including self-performed Work.

.2 **Scope Gaps.** An item indicated in the Drawings or Specifications that was not picked up in the GMP.

.3 **Ambiguities.** Ambiguities in the Construction Documents that the Contractor knew of or that a reasonable contractor would have identified and raised with the Owner prior to establishing the GMP.

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.4 **Interdisciplinary Coordination.** Coordination inconsistencies and errors between design disciplines that the Contractor knew of, caused or contributed to, or reasonably should have known of.
.5 **Subcontractor Failure.** A Subcontractor fails to perform or goes bankrupt.
.6 **Escalation of materials, equipment or labor prices.**
.7 **The Contractor's estimating errors**.
.8 **Expediting costs for critical materials.**
.9 **Coordination Claims.** Costs related to Subcontractor Claims or charges that result from mistakes or omissions in Subcontractor buyout, or coordination issues between Subcontractors, or interference between Subcontractor and the Contractor or among Subcontractors.
.10 Delays which were not directly caused by an act or neglect of the Owner, the Architect, the Owner's Consultants, the Owner's separate Contractors, or anyone acting on behalf of any of them.
.11 Work required to comply with applicable code.

§ 3.2.5 The Contractor shall meet with the Owner and Architect to review the GMP proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Contractor that the Owner has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from the Contractor. Following acceptance of a GMP, the Owner and Contractor shall execute the GMP Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The GMP Amendment shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

§ 3.2.7 The Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect to provide revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Amendment. Revisions to the Drawings and Specifications will be included in the 100% Submittal and promptly furnished to the Contractor. The Contractor shall notify the Owner and Architect promptly and in writing of any inconsistencies between the GMP Amendment and the revised Drawings and Specifications and shall comply with the contractual procedure in providing notice and asserting and pursuing any Claim that may arise therefrom. If the Contractor does not provide this notification within thirty (30) days of its receipt of the revised Drawings and Specifications, the revisions shall be considered accepted with no change in the GMP or Contract Time.

§ 3.2.9 The Contractor shall include in the GMP all consumer, use and similar taxes (but not sales taxes on the Contract Sum) for the Work provided by the Contractor that are legally enacted, whether or not yet effective, at the time the GMP Amendment is executed. The only taxes excluded from the GMP and separately reimbursable by the Owner are State and local sales taxes on the Contract Sum.

§ 3.2.10 If, upon establishing the GMP, the GMP varies more than 15% from the budget specified in the RFP due to changes in the scope requested and approved by the Owner, the Fee shall be renegotiated when the GMP is negotiated.

§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of the revised General Conditions, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the GMP Amendment or, prior to acceptance of the GMP proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Contractor, and any insurance and bond requirements for Work performed prior to execution of the GMP Amendment.

§ 3.3.1.3 Although it will not cause the Construction Phase to commence, the Owner may at any time approve the Contractor's (a) award of a subcontract, (b) undertaking construction Work with its own forces, or (c) issuance of a purchase order for materials or equipment and/or associated services required for the Work. Any Work so approved and undertaken shall comply with and be subject to this Agreement and the revised General Conditions.

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§ 3.3.2 Administration

§ 3.3.2.1 The Contractor shall schedule and conduct weekly progress meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Owner shall prepare and promptly distribute minutes to the Architect and Contractor.

§ 3.3.2.2 Upon the execution of the GMP Amendment, the Contractor shall prepare and submit to the Owner and Architect the Construction Schedule for the Work and submittal schedule in accordance with Section 3.10 of the revised General Conditions and other Contract Documents. The Contractor shall provide regular monitoring and shall update monthly (or sooner in the event of a substantial change) the Construction Schedule as Work progresses. The Construction Schedule shall conform with the requirements of Section 3.10 of the revised General Conditions.

§ 3.3.2.3 The Contractor shall record the progress of the Project. The Contractor shall submit as part of its monthly Application for Payment required by Section 11.1.3.1 of this Agreement, written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The reports shall:

.1 Include information concerning both the entire Project and each subcontract bid package.
.2 Identify variances between scheduled and probable completion dates, and recommend action required to meet scheduled completion dates.
.3 Review the Construction Schedule for portions of the Project not started or incomplete and recommend to the Owner alternate procedures or adjustments to meet the scheduled completion dates.
.4 Provide summary reports for each Construction Schedule update.
.5 Document all significant changes in the Construction Schedule, whether the Owner approves of the change, and the reasons for them.
.6 Record in writing and by photographs the progress of the Project.
.7 Identify significant problems in scheduling together with recommended corrective action.
.8 Maintain and report a QA/QC log.
.9 Document any outstanding RFIs, CCDs, PRs, ASIs and CORs, and risks associated with delayed responses.
.10 List outstanding submittals and risks associated with delayed responses.
.11 Document any outstanding Change Orders and any risks associated with delayed responses.
.12 The status of permits that the Contractor is required to obtain or assist in obtaining.

The Contractor shall also keep, and make available to the Owner and Architect with its monthly Application for Payment or more often as requested by the Owner, superintendent's Daily Report that shall include a record for each day of weather, Subcontractors working at the site, deliveries, Work accomplished, portions of the Work in progress, number and employer(s) of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. The information provided on the Daily Report does not constitute notice of a potential or actual Claim to the Owner.

§ 3.3.2.4 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.1.6.2 and Section 3.3.2.3 above. The Contractor shall include a Project status report in a format acceptable to the Owner, listing (i) all pending and/or approved Change Orders and Construction Change Directives (including amounts), (ii) an analysis of the Specified General Conditions and Negotiated Support Services budget with an explanation of substantial variances from previous budgets, (iii) projected cash flow of construction costs, (iv) an allocation by subcontract bid package and schedule-of-values line item, (v) expenditures to date, (vi) estimates to complete, (vii) forecast at completion, (viii) variances with budget and commitment, and (ix) the items for which the Owner has authorized the Contractor to use the Contractor's Risk Contingency, the cost of those approved items, and the balance of funds remaining in the Contractor's Risk Contingency account.

§ 3.3.2.5 The Contractor shall review and inspect the Work of the Subcontractors on a regular basis (at least as often as described in the Contract Documents) for defects and deficiencies in their Work and for conformance with the Drawings, Specifications and other Contract Documents, and shall stop the Work of Subcontractors if necessary. The Contractor shall provide notification at regularly scheduled progress meetings of any material defects or deficiencies and recommend remedial action. The Contractor shall take the lead role in negotiating and resolving any disputes with

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Subcontractors and obtain the Owner's concurrence or approval of all settlements that may affect the GMP or the Contractor's Risk Contingency before executing change orders with Subcontractors.

§ 3.3.2.6 As part of the Specified General Conditions, the Contractor shall maintain, in good order and on a current basis, a record copy of all subcontracts, purchase orders, Drawings marked to record all changes made during construction, Specifications, addenda, Change Orders, and other Modifications, shop drawings, product data, samples, submittals, inspection reports, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents, and revisions which arise out of subcontracts or Work. These records shall be available to the Owner, and, at completion of the Project, delivered to the Owner.

§ 3.3.2.7 As part of the Specified General Conditions, the Contractor shall provide an adequate number of competent, qualified, and experienced staff consistent with or in excess of that specified in its response to the RFP, and which are on site daily to ensure adequate supervision of Work and ensure adequate decision-making. The staff shall include necessary and appropriate project managers, superintendents, field engineers, engineers, quality control specialists, scheduling engineers, cost engineers, clerical, accounting, data processing personnel, and others so that, among other things:

.1 The Work is performed and coordinated in a timely manner in compliance with the Contract Documents;

.2 Change Order Requests and responses to Construction Change Directives are submitted to the Owner within fourteen (14) days after the Contractor's receipt of the Construction Change Directives;

.3 Responses to correspondence from the Owner, Subcontractors, and Governmental Agencies are provided within seven (7) days after receipt of such correspondence; and

.4 Final Completion is achieved within the timeline identified in Article 9.10 of the revised General Conditions.

§ 3.3.2.8 Changes to personnel in key positions (Contractor's Designated Representative, project executive, project manager, superintendents, preconstruction managers, cost estimators, field engineers, and, if applicable, the project manager and superintendent of the MCCM and ECCM) must be done with a 14-day notice to the Owner and Owner's approval, which may be withheld with reasonable cause. Individuals with an equal or greater level of experience and competencies will be proposed by the Contractor to the Owner and the Architect for evaluation. Approval must be obtained by the Contractor from the Owner prior to any individual being allowed onto the Project Team. A three-month probationary period shall be afforded the Owner to evaluate each new individual. During this period, the Owner has the right to request that a new individual be introduced, and the process started again.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the GMP Amendment, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments of undisputed amounts to the Contractor as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payments when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor and Architect.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Contractor and Architect. The Owner and the Architect, in consultation with the Contractor, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Contractor shall review all documents and data provided, and provide comments, concerns or requests for additional or clarification of information within 21 days of receipt.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, designated wetlands, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Contractor shall review all documents and data provided, and provide comments, concerns or requests for additional or clarification of information within 21 days of receipt.

§ 4.1.4.3 The Owner, when such services are requested and required of and approved by the Owner, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. For existing sites, building record reports provided by the Owner shall suffice.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 4.2 Legal Requirements.
The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not required to furnish legal, insurance and accounting services for the benefit of the Contractor.

§ 4.3 Architect
The Owner shall retain an Architect to provide services on the Project. The Owner shall provide the Contractor with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 5.1 Compensation
§ 5.1.1 For the Contractor's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Contractor as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation for the Preconstruction Services (the "Preconstruction Services Cost") shall not exceed $897,758 and shall be paid on an hourly basis at the rates and for the individuals specified in Exhibit 1 to this Agreement. In addition, the Contractor shall receive compensation during the Preconstruction Phase for costs incurred to perform the Preconstruction Services, including equipment at the hourly rates specified in the attachment. Other additional costs that will be reimbursed when preapproved in writing may include but are not limited to costs of testing, intrusive, or non-intrusive investigation, selective demolition and restoration, copying, blueprints and courier costs. The Contractor shall not be entitled to compensation for negotiation of the GMP Amendment. The Preconstruction Services rates include personnel and consultant costs and all benefits, materials, equipment, taxes, profit and overhead. Costs that would cause the not-to-exceed amount to be exceeded shall be paid by the Contractor without reimbursement by the Owner. The

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Contractor's Fee identified in Section 6.1.2 of this Agreement does not apply to Preconstruction Services, and any savings from any not-to-exceed amount for Preconstruction Services will revert to the Owner.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Contractor and the Contractor's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Preconstruction Work Plan as required by Specification Section 00 05 08

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services shall be limited to the following costs:

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits performing the work.
.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance, medical aid, and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
.4 **S**afety costs not to exceed two percent (2%) of the sum of amounts in .1, .2 and .3 above.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within the agreed upon and approved schedule, through no fault of the Contractor, the Contractor's compensation for Preconstruction Phase services shall be equitably adjusted as determined by the Owner.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Invoices for services shall contain detailed time and material accounting of the costs incurred and shall have supporting backup attached.

§ 5.2.2 Payments are due and payable within 30 days of an approved, fully itemized and fully executed Application for Payment that complies with all contractual requirements, including the specific requirements of Section 11.1.3 of this Agreement. Amounts unpaid thirty (30) days after submission of such contractually compliant Application for Payment shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Contractor.
(Insert rate of monthly or annual interest agreed upon.)

One Percent (1%) per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract after execution of the GMP Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 6.1.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

The Contractor's Fee for the Work during the Construction Phase shall be the fixed, lump sum amount that will be calculated as (1) the percentage specified in the Fee Proposal Form (four and twenty-three hundredth percent (4.23%)) times (2) the MACC negotiated as part of the GMP plus the Negotiated Support Services plus the Specified General Conditions. The Fee shall be applied to any use of the Contractor's Contingency but only as such Contingency is used by the Contractor.

§ 6.1.3 The method of adjustment of the Contractor's Fee for changes in the Work:

In the event a Change Order is issued for a Change in the Work, the percent change in the Contractor's Fee will be the percentage specified above in Section 6.1.2. The Contractor shall also be entitled to proven increased premiums associated with the changed Work for contractually-required insurance and bonds above the amounts already included

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within the Contractor's fixed Specified General Conditions. Upon request, Contractor shall provide the Owner with supporting documentation from its insurer and surety of any associated cost incurred. The Contractor is not entitled to any increased premium on any retainage bond as such bonds are optional. If the Contractor performs Work as a Subcontractor (i.e. on a package on which the Contractor was the low Subcontractor-bidder). The Contractor shall be paid the Subcontractor's Fee as provided in Section 7.5.6 of the General Conditions on changed Work but shall not have the Contractor's Fee stated in 6.1.2 applied to such changed Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

The Fee for changed Work for which the Owner is responsible and which is directly performed by a Subcontractor of any tier, including overhead and profit, is specified in Section 7.5 of the revised General Conditions. If a lower-tier Subcontractor performs changed Work, the Fee of upper-tier Subcontractors is also specified in Section 7.5 of the revised General Conditions. If a Subcontractor is selected under RCW 39.10.385 on a cost reimbursable plus fee basis, then the fee percentage bid by that subcontractor shall also be applied to changed Work performed by that Subcontractor.

§ 6.1.5 Rental rates for Contractor-owned equipment shall not exceed the rates identified in Section 7.5.2 herein.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages shall be established in the GMP Amendment(s).

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

There are no shared savings provisions; all savings shall revert to the Owner.

§ 6.1.8 The Specified General Conditions are in the fixed amount of Two million seven hundred forty-four thousand one hundred ninety-eight 80/100Dollars ($2,331,834.00) based on the level of staffing and project duration known at the time of fee proposal submission. The final Specified General Conditions sum shall be negotiated based on the level of staffing and duration of service required for Contractor's management staff. The unit rates are quoted in the Fee Proposal and Preconstruction Cost Proposal Form.

§ 6.1.9 The not to exceed, lump sum for Negotiated Support Services will be negotiated at the time of establishing the MACC.

§ 6.2 Guaranteed Maximum Price

The Contractor guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work, Negotiated Support Services, Specified General Conditions, the Contractor's Risk Contingency, plus the Contractor's Fee exceeds the GMP, the Contractor shall bear such costs in excess of the GMP without reimbursement or additional compensation from the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue, via the Architect, such changes in writing. The Contractor may be entitled to an equitable adjustment in the GMP and/or Contract Time consistent with the requirements of the Contract Documents as a result of changes in the Work.

§ 6.3.1.1 The Owner or Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction which would not result in changes to the GMP or the Contract Time.

§ 6.3.2 Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in Article 7 of the revised General Conditions.

§ 6.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of the revised General Conditions and the term

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"costs" as used in Section 7.3.7 of the revised General Conditions shall have the meanings assigned to them in Section 7.5 of the revised General Conditions and shall not be modified by Sections 6.1 and 6.2, Sections 7.1 through 7.6, and Section 7.9 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts and the Contract Documents.

§ 6.3.4 In calculating adjustments to the GMP, resulting from changes in the Work, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 6.1.2 of this Agreement.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean the actual, net costs reasonably and necessarily incurred by the Contractor in the proper performance of the Work, without overhead, profit, fee or markup. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel are included in the Specified General Conditions and not separately reimbursable.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site are included in the Specified General Conditions and so are not separately reimbursable.

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, are included in the Specified General Conditions and not separately reimbursable.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law for taxes, insurance, contributions, assessments and benefits and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. This does not include insurance required by the Contract Documents, which costs are included within the Contractor's Fee. Costs paid or incurred by the Contractor for vacations, bonuses, travel, stock options, deferred compensation, or discretionary payments to employees are not directly reimbursable. As part of the GMP Amendment, the parties shall agree to a wage burden rate for all workers, which will be fully burdened, including all the wage-based costs, and fixed for the duration of the Contract time. Burden rates, including any agreed burden rates, are subject to the Owner's audit to confirm that the burden has been correctly calculated and applied in accordance with the Contract Documents.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. The Contractor shall maintain a procedure for the review, processing and payment of applications by the Subcontractors for progress and final payments, all in accordance with the terms and conditions of the Contract Documents. The Contractor shall verify the completeness of all applications for payment and assemble and check all supporting documentation required by the Contract Documents or by the subcontracts with respect to each Application for Payment, including all lien waivers and releases.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction, except costs of on-site storage and handling of materials, which are included under Specified General Conditions and are not separately reimbursable.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold or returned by the Contractor. Any amounts realized from such sales or returns shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.4.3 Notwithstanding the above, costs of material and equipment directly procured by the Contractor (and not bid through a subcontract package) and incorporated in the completed construction will generally be included in Negotiated Support Services.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges, not to exceed the local fair market rental costs, actually paid to non-related third parties for items including, but not limited to, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are not provided by the Contractor at the site and the costs of transportation, installation, minor repairs, dismantling and removal. Rentals from the Contractor or any entity in which the Contractor or one or more of its Owner has a direct or indirect ownership interest shall be separately calculated and rental costs shall be determined in accordance with the methodology provided by Section 7.5.3 of the General Conditions.

§ 7.5.3 Costs of street cleaning, removal of rubbish and debris from the site of the Work and its proper and legal disposal will be included in Negotiated Support Services, except where such costs are normally included in a trade subcontract, in which case such costs will be considered a Cost of the Work.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office are included in Specified General Conditions and are not separately reimbursable, except for the costs of document reproduction for subcontractor bidding which are a reimbursable Cost of the Work.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.5.6 Notwithstanding the above, costs of other material and equipment, temporary facilities and related items procured by the Contractor will generally be included in Negotiated Support Services, but some may be designated for inclusion in the Specified General Conditions. Reference the Cost Responsibility Matrix Exhibit for clarification of such items. All furniture, technology, communication (including cell phones), personal transportation (including pickup trucks) and clerical equipment therein, temporary controls (except cleaning and erosion controls), project identification and temporary signage, and delivery by the Contractor, on-site storage, sheds and handling are Specified General Conditions.

§ 7.6 Miscellaneous Costs

§ 7.6.1 The actual, net costs of premiums for that portion of insurance, exclusive of builder's risk insurance, and bonds required by the Contract Documents that can be directly attributed to this Contract are included in the Specified General Conditions and are not separately reimbursable. Builder's risk insurance shall be included as a part of the Negotiated Support Services, unless the Owner elects to procure the builder's risk insurance directly.

§ 7.6.2 Use or similar taxes, B&O and income taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable are included in the Fee and are not separately reimbursable. Sales tax on the Contract Sum is paid with and based upon each Application for Payment.

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§ 7.6.3 Fees and assessments for Project-specific permits, licenses and inspections of governmental authorities having jurisdiction for which the Contractor (but not Subcontractors) is required by the Contract Documents to pay shall be included as part of the Negotiated Support Service.

§ 7.6.4 Fees of laboratories for tests required of the Contractor by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of the revised General Conditions or by other provisions of the Contract Documents.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the GMP. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of the revised General Conditions or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 7.6.6 Costs for electronic equipment and software, including computers, are included in Specified General Conditions and are not separately reimbursable.

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work are included in Specified General Conditions and are not separately reimbursable.

§ 7.6.9 The cost of preapproved warehousing of stored materials or equipment subsequently incorporated into the Work are covered by the Specified General Conditions and are not separately reimbursable.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work may be allowed as a reimbursable cost of the Work with the Owner's prior written approval. This does not include commuting or travel related costs from the Contractor's home office or from any personnel's home, as these costs are covered by the Specified General Conditions and are not separately reimbursable.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, as revised.

§ 7.7.3 Negotiated Support Services

Negotiated Support Services by the Contractor may be accomplished and will be reimbursed as Costs of the Work within the GMP, consistent with Cost Responsibility Matrix Exhibit, only as follows:

.1 Negotiated Support Services described and included in the GMP.

.2 Units of Negotiated Support Services may be accomplished by the Contractor during the Construction Phase, subject to prior written Owner approval, if the Cost of the unit of the Work is less than $35,000.

.3 Subcontractor bidding requirements are not applicable to Negotiated Support Services.

Overhead and profit shall not be contained within the Negotiated Support Services as the Fee is applied to the Negotiated Support Services.

§ 7.7.4 Specified General Conditions

The fixed, lump sum contained in the Contractor's response to the RFP for certain identified general conditions Work and services, consistent with the Cost Responsibility Matrix Exhibit, to be provided by the Contractor as Specified

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General Conditions. The Specified General Conditions Work is to be performed by the Contractor with its own forces in most instances and also includes any Preconstruction Services and activities that occur after the GMP is established through execution of the GMP Amendment. Overhead and profit shall not be contained within the fixed, lump sum Specified General Conditions amount as the Fee is applied to the Specified General Conditions.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below, as all such items are covered by the Contractor's Fee or are at the Contractor's risk:

.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2.1, or as may be provided in Article 11;

.2 Expenses of the Contractor's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.5 Costs due to the negligence or failure of the Contractor, Subcontractors of any tier and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the GMP to be exceeded;

.8 Costs for services incurred during the Preconstruction Phase except as specifically allowed herein;

.9 Direct payments by the Owner (if any) for the building permit and related permits, reserve capacity fees, and plan-check fees, including SEPA, design review, and land use fees are not a part of the Cost of the Work or the GMP;

.10 Overtime wages, unless preapproved by the Owner;

.11 Main or home office accounting, data processing, software, hardware or computer-related costs not included in the Specified General Conditions;

.12 Penalties and fines imposed by a governmental entity;

.13 Safety costs not included in the Negotiated Support Services or Specified General Conditions;

.14 Liquidated damages;

.15 Except as included within the Specified General Conditions or as allowed under Section 7.1 through 7.7, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office;

.16 Legal, consultant, or claims-related expenses;

.17 Warehousing in the Contractor's facility;

.18 Bonuses, profit sharing, incentive compensation and other discretionary payments; and

.19 Business licenses.

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ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained. If the Contractor is offered discounts and/or rebates based upon prompt payment, the Contractor shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity, the Contractor may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Contractor does not provide the Owner the opportunity to participate, then the Contractor may only charge the net costs after consideration of discounts and rebates. The Contractor shall notify the Owner in a timely manner of the availability of such cash discounts, rebates, or refunds.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Contractor shall comply with the applicable requirements of RCW 39.10 and the approved Subcontracting Plan, and the provisions of RCW 39.10 shall take precedence over any inconsistent provisions of the Contract Documents except to the extent that the Contract Documents are explicit in matters such as how the Fee is applied. Except as specified below, the Contractor shall assemble the bidding materials, manage the bidding process, and shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. Unless all bids are rejected, subcontract bid packages shall be awarded to the "responsible" and responsive bidder submitting the low responsive bid. Determination of "responsibility" shall comply with the requirements of RCW 39.10, RCW 39.04.350, and other applicable Washington law.

.1 Other than Work under the Specified General Conditions and Negotiated Support Services, all Work on the Project shall be competitively bid as required by RCW 39.10. The Contractor may, subject to RCW 39.10 and the Subcontracting Plan, organize and solicit bids for the subcontract work in manners allowed by RCW 39.10, but the Contractor may not use alternates without approval of the Owner.

.2 The Contractor shall bid out the subcontract bid packages in accordance with its approved Subcontracting Plan. The Contractor shall document and report monthly to the Owner on its procurement process. The Owner's written approval is required for changes to the Subcontracting Plan.

.3 Before initially soliciting bids for the first subcontract bid package, the Contractor shall submit, and the Owner shall reasonably approve, final bid package estimates for all subcontract bid packages in the approved Subcontracting Plan. The sum of all the final bid package estimates in the Subcontracting Plan shall not exceed the MACC.

.4 When in the best interests of the Project and when critical to the successful completion of a subcontract bid package and the Owner consents, the Owner and Contractor may make a prebid determination of Subcontractor eligibility in accordance with RCW 39.10. In addition, if the anticipated subcontract value will exceed $3 million and the Owner consents, the Contractor may select a Subcontractor in accordance with the alternative procedure specified in RCW 39.10.385 and following the approval requirements of RCW 39.10.

.5 As part of its Subcontracting Plan, the Contractor shall promptly notify the Owner of Work (other than Negotiated Support Services and Specified General Conditions) that it will seek to self-perform. The Contractor, including its subsidiaries and affiliates, may bid on a subcontract bid package if the Work within the subcontract bid package is customarily performed by the Contractor, if the Contractor has, in the Owner's reasonable opinion, aggressively sought competition, if the bid opening is managed by the Owner, if notification of the Contractor's intention to bid is included in the public solicitation of bids for the bid package, and if the Contractor otherwise complies with RCW 39.10. In no event may the total value of subcontract work performed by the Contractor exceed thirty percent

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(30%) of the MACC negotiated as part of the GMP Amendment. The Contractor must provide staff to superintend and manage Work it performs in subcontract bid packages with individuals separate and distinct from the staff involved in the overall management of this Contract. The Contractor shall coordinate subcontract bid package Work it performs with the Work of Subcontractors.

.6 The Contractor shall require a bid bond from Subcontractors bidding Work expected to cost more than $300,000, and all Subcontractors awarded a subcontract in excess of $300,000 shall provide a performance and payment bond for the subcontract amount. The costs of such Subcontractor bonds must be included within the Subcontractor's bid price.

.7 The Contractor's solicitations of subcontract bid packages shall be made in accordance with the following procedures:

.1 A representative from the Owner will be present at each bid opening to observe the procedure.

.2 The Contractor shall advertise solicitations for bids at least fourteen (14) days in advance of the bid opening date in the Columbian and Portland Daily Journal of Commerce. In addition, Contractor shall post a notice on the OMWBE website of the bid opportunity.

.3 Bidders may obtain the bid results by telephone from the Contractor.

.4 Responsiveness requirements and bidding procedures will be described in each solicitation and shall be reviewed with the Owner prior to advertising a bid package solicitation.

.8 The services performed by the Contractor in soliciting subcontract bid packages are covered under the Preconstruction Services Fee for packages bid prior to the GMP Amendment, and shall be covered by the Specified General Conditions for all packages bid subsequent to execution of the GMP Amendment.

.9 The Contractor shall ensure compliance with RCW 39.10 and 39.04.350 and with all the above requirements for Subcontractor solicitation, and subcontracts shall conform to the requirements of RCW 39.10 and 39.04.350.

.10 The Contractor shall promptly contract with the selected bidder, and in no case longer than forty-five (45) days unless otherwise approved by Owner, and shall promptly deliver a copy of each subcontract to the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee, except for any contracts awarded under RCW 39.10.385 which shall include a maximum allowable subcontract cost. If a Subcontract is awarded under RCW 39.10.385, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor, and these Subcontractors shall be audited prior to final payment in accordance with Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Contractor and any cost-reimbursable Subcontractors shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. This requirement also applies to any Subcontractor of any tier that submits a Claim. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, including electronically, the Contractor's and Subcontractors' original records and accounts, including complete documentation supporting accounting entries, books, ledgers, computerized records, daily reports, emails, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract, the Project, or any Claim. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Contractor and its Subcontractors shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted in compliance with the Contract Documents to the Owner by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Contractor's submission of this Application constitutes a certification that the Work is current on the Construction Schedule, unless otherwise noted on the Application. The Application shall be in a form acceptable to the Owner.

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§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 11.1.3 Applications for Payment

§ 11.1.3.1 Draft Application. By the twenty-first (21st) day of each month, the Contractor shall submit to Architect and Owner a report on the current progress of the Work, projected to the end of the month, as compared to the Contractor's Construction Schedule, an updated Construction Schedule, and a draft, itemized Application for Payment for Work projected to the end of the month and prepared on AIA G 702 & G 703 forms or similar, approved by the Owner. This shall not constitute a payment request. The Contractor, the Architect and the Owner shall meet within the next five (5) days and confer regarding the current progress of the Work, projections, and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from Subcontractors of any tier, lien releases, and certified payroll records, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

§ 11.1.3.2 Payment Request. Within ten (10) days after the Contractor, the Owner, and the Architect have met and conferred regarding the updated draft application for payment, and the Contractor has furnished all progress information required and all data requested by the Owner or Architect under Section 11.1.3.1 above, the Contractor has submitted current meeting minutes, daily reports, as-built drawings and commissioning logs (if requested) and an updated (bar chart) Construction Schedule, the Contractor may submit a payment request in the agreed-upon amount, in the form of an itemized Application for Payment, for Work properly performed during the prior calendar month on City specified forms or similar, form supplied or approved by the Owner, along with a lien release on a form approved by the Owner from each Subcontractor for whose Work the Owner paid the Contractor for the prior month. The Application shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made. Any payment request shall not be valid unless it complies with the requirements of the Contract Documents and the Contractor submits all documentation required by the Contract Documents. The submission of the Application for Payment constitutes a certification that the Work is current on the Construction Manager's Construction Schedule, unless otherwise noted on the Application for Payment.

§ 11.1.3.3 Payment. See Section 9.6.1 of the revised General Conditions.

§ 11.1.3.4 Disputed Amounts. If the Contractor believes it is entitled to payment for Work performed during the calendar month under review, in addition to the agreed-upon amount, the Contractor may, also within seven (7) days after the meeting in Section 11.1.3.1, submit along with the approved Application for Payment a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount sought.

§ 11.1.3.5 Stored Materials. If authorized by the Owner, an Application for Payment may include a request for payment for material delivered to the Project site and suitably stored and for completed preparatory Work. An Application for Payment may include a request for payment for material stored off the Project site if authorized in writing by the Owner and provided that the Contractor complies with or furnishes satisfactory evidence of the following:

.1 The material will be placed in a bonded warehouse that is structurally sound, dry, lighted, secure and suitable for the materials to be stored; temperature conditioned as needed determined by items being stored per manufacturer's recommendations.

.2 The warehouse is approved in writing by the Owner. The Owner generally will not approve locations beyond a 25-mile radius of the Project absent special circumstances.

.3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project, clearly labeled and tied to a detailed itemized inventory list).

.4 The Contractor furnishes the Owner a certificate of insurance extending the Contractor's insurance coverage for damage, fire and theft to cover the full value of all materials stored, or in transit.

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.5 The warehouse (or secure portion thereof) is continuously under lock and key, and only the Contractor's authorized personnel shall have access.

.6 The Owner shall at all times have the right of access to stored materials in the possession of the Contractor.

.7 The Contractor assumes total responsibility for the stored materials.

.8 The Contractor furnishes to the Owner proofs of title bearing the Owner's name, satisfactory evidence that the Contractor has paid for the materials in question, certified lists of materials stored, bills of lading, invoices, photographs and other information as may be required, and shall also furnish notice to the Owner when materials are moved from storage to the Project site.

§ 11.1.4 With each Application for Payment, the Contractor shall submit the reports required in Section 3.3 and its current detailed computerized substantiation (such as a detailed job cost report) and lien releases; the Contractor shall also submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence if requested by the Owner or Architect. The Contractor may be required to account on a monthly basis as part of its Application for Payment for the Cost of the Work for certain portions of the Project that the Owner defines prior to setting the GMP – such Costs of the Work will include allocation of Specified General Conditions as well as building system and other shared costs. Upon request, the Contractor shall demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee, plus (3) payrolls for the period covered by the present Application for Payment.

§ 11.1.4.1 As a part of its Application for Payment, the Contractor shall promptly, following the date of execution of the GMP Amendment, prepare a comprehensive list of equipment that it anticipates to use on the Project, whether owned or rented. The Contractor shall maintain and submit to the Owner monthly a detailed equipment inventory of all equipment it has purchased and charged as a Cost of the Work or job-owned through aggregate rentals and shall prepare an equipment rental report that identifies the equipment rented for the month and identifies the source of the rented equipment. The inventory shall include (1) the original acquisition cost and date, (2) the Owner-approved fair market value of the equipment when first used on the Project, and (3) the final disposition.

§ 11.1.5 At least thirty (30) days before the first Application for Payment, the Contractor shall submit to the Owner and Architect a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. These schedules, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Each Application for Payment shall be based on the most recent Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire GMP among the various portions of the Work, except that the Contractor's Fee, Negotiated Support Services, Specified General Conditions, and Contingency shall be shown as single separate items. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.

§ 11.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of the revised General Conditions, subject to approval limits and process defined by Owner's Change Order policy;

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.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Contractor's Fee. The Contractor's Fee shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;

.6 Subtract amounts, if any, for which the Architect or Owner has withheld or nullified a Certificate for Payment or the Owner has withheld payment as provided in Section 9.5 of the revised General Conditions;

.7 Subtract the statutory retainage of five percent (5%) of the completed Cost of the Work (items .1 - .6 above) as a fund for the protection and payment of the claims of any person or entity arising out of the Work and the State with respect to taxes, pursuant to RCW 60.28, if a retainage bond is not presented.

.8 Subtract the amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a Certificate for Payment as provided in Article 9 of the revised General Conditions; and

.9 Subtract the amount for Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the revised General Conditions.

§ 11.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 11.1.9 In taking action on the Contractor's Applications for Payment, the Architect and Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect or Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 11.1.4 or other supporting data; that the Architect or Owner has made exhaustive or continuous on-site inspections; or that the Architect or Owner has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner. Payment by the Owner shall not constitute final approval of the Work done or the amount due.

§ 11.1.10 The Contractor shall obtain Affidavits of Wages Paid from each Subcontractor of any tier following the Subcontractor's completion of its Work on the Project.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum including incentive or reduction for Apprenticeship program, if applicable except for statutory retainage, shall be made by the Owner to the Contractor within 30 days of the Owner's Final Completion of all the Work under the Contract, which shall occur when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of the revised General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work (including final accountings from any cost reimbursable Subcontractors) and a final Application for Payment;

.3 Final Completion has been achieved;

.4 a final Certificate for Payment has been issued by the Architect; and

.5 the requirements for Final Acceptance in the revised General Conditions are met.

.6 Affidavit of Wages Paid forms have been approved for the Contractor and each Subcontractor of any tier.

The Owner's final payment to the Contractor shall be made in accordance with the Contract Documents.

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§ 11.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting (including the final accounting of any mechanical and/or electrical subcontracts under RCW 39.10.385) within 60 days after delivery of the final accounting to the Architect and Owner by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 11.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the revised General Conditions. The time periods stated in this Section supersede those stated in Section 9.4.1 of the revised General Conditions. Neither the Architect nor the Owner is responsible for verifying the accuracy of the Contractor's final accounting. The Owner's final accounting shall not preclude or in any way limit the Owner from exercising its rights of audit under other provisions of this Contract.

§ 11.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to invoke the dispute resolution procedure of Article 15 of the revised General Conditions. Commencement of the dispute resolution procedure for the disputed amount shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to commence the dispute resolution procedure within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the undisputed amount in the final Application for Payment.

§ 11.2.4 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Section 7.1.1 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Disputes

All Claims shall be brought and resolved in accordance with Article 15 of the revised General Conditions.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the GMP Amendment

§ 13.1.1 If the Owner and the Contractor do not reach an agreement on the GMP, which agreement can only be established through execution of the GMP Amendment by both parties, the Owner may terminate this Agreement upon not less than seven days' written notice to the Contractor, and the Contractor may terminate this Agreement, upon not less than seven days' written notice to the Owner. Notwithstanding anything herein to the contrary, the Owner shall maintain the right to terminate for cause or convenience as described in Article 14 of AIA Document A201, as revised.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Contractor shall be compensated for Preconstruction Phase services and Work reasonably and necessarily performed prior to receipt of a notice of termination, not to exceed the approved Preconstruction Services costs, in accordance with the terms of this Agreement. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the GMP Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Contractor for the Owner's convenience and without cause, or for cause, and the Contractor may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017, as revised.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Contractor shall be equitably compensated for Preconstruction Phase services and Work reasonable and necessarily performed prior to receipt of a notice of termination. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the GMP Amendment, the Owner shall pay to the Contractor an amount calculated as follows, which amount shall be in addition to any compensation paid to the Contractor under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

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.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services; and

.4 Adjust for statutory retainage in accordance with RCW 60.28.

§ 13.1.6 The Owner shall also pay the Contractor fair compensation, to the extent permitted in Sections 7.1 through 7.8 and not excluded by Section 7.9 of this Agreement, either by purchase or rental at the election of the Owner, for any equipment purchased solely for the Project and now owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Contractor for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated and unless the Owner has already paid the Contractor for such related costs. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Contractor will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Contractor the costs necessarily incurred by the Contractor because of such termination but only if the Owner authorized the execution of the Subcontract or if the Owner and Contractor executed a GMP Amendment covering that Subcontractor's portion of the Work.

§ 13.2 Termination or Suspension Following Execution of the GMP Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as revised. This Section 13.2 applies after the Owner and Contractor have executed the final GMP Amendment, not initial Early Bid Package Amendments (commonly referred to as mini-MACCs). Any termination prior to the execution of the final GMP Amendment shall be addressed through Section 13.1.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A201–2017, as revised.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience the Owner shall pay the Contract a fee in accordance with Article 14 of AIA Document A201–2017, as revised

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as revised; in such case, the GMP and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, as revised, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017, as revised, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, as revised, neither party to the Contract shall

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assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.3 Insurance and Bonds
§ 14.2.1 The Contractor shall maintain the insurance and provide bonds as set forth in the Contract Documents, including Article 11 of the revised General Conditions.

§ 14.3 Project Information.
§ 14.3.1 The Contractor and all Subcontractors shall submit Project information required by the state Capital Projects Advisory Review Board.

§ 14.4 Permits, Fees and Notices
§ 14.4.1 The Owner will obtain and pay directly for any permits and governmental fees listed as the Owner's responsibility in the Specifications. Except for Subcontractor permits and fees, the Contractor shall obtain all additional permits and licenses necessary for the execution of the Work and pay all permit, utility, miscellaneous, and ancillary fees required. The costs of such permits and licenses shall be as an allowance in the Negotiated Support Services, except for Subcontractor permits, fees, and licenses which costs shall be included within the subcontract bid packages. Subcontractor bid packages shall include all permits and fees necessary for such Subcontractors to perform their work, including without limitation all fees, licenses, permits, plan check fees for deferred submittals, application fees and review fees for any and all shop drawings or bidder designed systems, any inspection fees not covered by the initial building permit fee, including reinspection fees, government fees, Department of Labor and Industries fees, renewals and penalties, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work. The Owner will not pay, and the Contractor will not be reimbursed for, license fees or any renewals or penalties. Any such costs not paid for by the Owner shall be covered by the Specified General Conditions.

§ 14.4.2 The Contractor shall coordinate and schedule all Work with permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority as necessary to timely obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work.

§ 14.4.3 The Contractor will be responsible for providing information to the Department of Labor and Industries and/or local jurisdiction.

§ 14.4.4 The Contractor will be responsible for any renewals of and penalties arising from the building permit and other permits and governmental fees.

§ 14.4.5 The Contractor shall provide copies of all approved permits to the Owner within 5 business days of receipt of such permits.

§ 14.4.6 Prior to Final Acceptance, the approved, signed permits shall be delivered to the Owner. Certificates of inspection, use, and occupancy shall be delivered to Owner upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved Construction Schedule.

§ 14.4.7 In the event of any conflict between the permit requirements and the Contract Documents, the requirements of the permit shall take precedence and Contractor shall not be entitled to any change in the Contract Sum or Contract Time.

§ 14.5. E-Verify: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

ARTICLE 15 SCOPE OF THE CONTRACT
§ 15.1 This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Contractor.

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§ 15.2 The following documents comprise the Contract:

.1 AIA Document A133™–2019, as revised, Standard Form of Agreement Between Owner and Contractor as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a GMP
.2 AIA Document A133™-2019, Exhibit A, GMP Amendment, if executed
.3 AIA Document A201™–2017, as revised, General Conditions of the Contract for Construction
.4 Other documents, if any, listed below:

RFP dated November 15, 2024
RFFP dated March 3, 2025
Contractor's Response to RFP dated January 15, 2025
Contractor's RFFP Final Proposal Form dated March 25, 2025
Contractor's Schedule dated _____
Addenda 1 through 2
Exhibit 1 – Pre-Construction Work Plan
Exhibit 2 – Cost Responsibility Matrix

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

CITY OF VANCOUVER
A municipal corporation

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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		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	
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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	
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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	
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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
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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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Salaries and other compensation of GC/CM personnel not stationed at the on-site office.			X					
Bonuses, Profit Sharing, Incentive Compensation and other Discretionary Payments.			X					
GCCM's capital expenses.			X					
Costs due to the negligence of or failure to fullfill a specific responsibility of the contract by the GC/CM, subcontractors of any tier, supplier or anyone employed by any of them.			X					
Overtime wages not pre-approved by Owner.			X					
Main office, home office or on-site office accounting related or data processing related, software, hardware or computer related costs.			X					
Penalties and fines imposed by a Governmental entity.			X					
Liquidated Damages.			X					
Costs of reproduction, telegrams, facsimilies, long-distance phone calls, postage, express delivery charges, telephone at the site and reasonable petty cash expenses of the on-site office.			X					
Legal, consultant or claims-related costs.			X					
Business licenses.			X					
Correction of Work rejected or deemed nonconforming to the requirements of the Contract Documents, including retesting and inspections.			X					
GC/CM's costs related to mediation related to claims, disputes or other matters.			X					
Specified General Conditions (Definition)				X				
GC/CM management of Negotiated Support Services.				X				

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GC/CM construction administration, management services and supervision of the project.				X				
All costs, except bid document reproduction and advertisement, associated with subcontractor pre-bid eligibility, subcontractor bidding, subcontractor buyout and subcontract award and execution after the GMP.				X				
All aspects of safety, and/or the project safety plan, implementation and administration.				X				
Any cost that is not specifically identified as a Reimbursable Cost of the Work, a Negotiated Support Service or as covered by the Fee.				X				
All bonds and insurance, except builders risk, required by A201 - Section 11 and bonding of subcontractors with contract value < $300K.				X				
Develop, submit, monitor, report and update Construction Schedule after GMP.				X				
Daily logs documenting construction activities, weather, subcontractors/workers on site, equipment on site, deliveries, safety/injury information, photos and other information.				X				
Maintain record copy of all subcontracts, purchase orders, record drawings and specifications, addenda, change orders, shop drawings, product data, samples, submittals, inspection reports, applicable handbooks, O&M manuals and instructions.				X				
Provide General Contractor's project manager(s), superintendent(s), field engineer(s), QC specialist(s), scheduling engineer(s), safety engineer(s), quality control specialist(s), administrative, clerical, accounting and data processing personnel.				X				
Develop Submittal Schedule and receive assemble, review, submit, track, revise, resubmit and maintain file of approved Submittals, Product Data, Samples and Shop Drawings.				X				
Assembly, submittal, revision and processing of Proposal Requests, Change Order Proposals, Construction Change Directives and Change Orders.				X				

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Wages or salaries of the GC/CM's supervisory and administrative personnel stationed at the site or a location other than the site.				X				
Wages and salaries of the GC/CM's supervisory and administrative personnel engaged at factories, workshops or while traveling in expediting the production or transportation of materials or equipment required for the Work.				X				
Onsite storage and handling of materials.				X				
Costs of the GC/CM's site office furnishings and equipment including technology, communication (phone, fax, cell phone), clerical and reproduction (copiers, printers and scanners).				X				
Costs for the GC/CM's electronic equipment and software, including computers, copy machines, printers, scanners, plotters and fax machines.				X				
Expenses incurred for relocation and temporary living allowances of GC/CM personnel.				X				
Commuting or travel costs from the GC/CM's home office or from any personnels home.				X				
Warehousing in the GC/CM's facility.				X				
Assembly, submittal, revision and processing of Application for Payment and Schedule of Values.				X				
Background/record check for employees of GC/CM and subcontractors through Washington State Patrol.				X				
Develop and administer a site security and tracking system for all individuals with access to the project site. System shall require all contractors, subcontractors, suppliers and visitors to display an identification badge/sticker.				X				
Coordination, Cooperation and Scheduling with and access to site for Owner and/or Owner's separate contractor(s).				X				

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Costs of document reproduction and delivery charges except for subcontractor bid packages, fax transmissions, long-distance phone calls, postage and parcel delivery charges, telephone and internet service at the site and reasonable petty cash expenses of the site office.				X				
Project Substantial Completion, Punchlist, Final Completion and Warrantee period requirements, deliverables, Work, tasks, processes, procedures, administration and coordination.				X				
Management, coordination and administration of work during commissioning process.				X				
All required and necessary Owner training.								
Notify, manage, coordinate and scheduling the independent special testing agency work and keep records of testing reports.				X				
Submit information as required to CPARB, after GMP				X				
Cost estimating after GMP.				X				
Facilitation of preconstruction, construction progress, pre-installation, subcontractor, and other construction related meetings after GMP, including meeting facilitation/administration and recording and distribution of minutes.				X				
Subcontract/subcontractor management, administration and coordination.				X				
GCCM's project-related accounting, cost accounting, cash flow analysis and record keeping realated to those functions.				X				
Mangement and administration of regulatory requirements.				X				
Maintain and update building information models during construction.				X				
Cost for company-owned vehicles or vehicle allowances for employees and the mileage, maintenance and fuel costs for such vehicles.				X				

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Subcontractor outreach to develop interest in the project after the GMP.				X				
All costs related to project closeout including, but not limited to, labor, activities and procedures.				X				
GC/CM's costs for hard-wired service connections, connection fees and monthly service charges for computers, internet, phone, copy machines and fax machines. Note that subcontractor costs for these items shall be included in the cost of the work.				X				
All costs related to project record documents.				X				
Cost of the Work/MACC (Definition)					X			
Allowances for Work that is not fully defined and/or quantified at the time of the GMP.					X			
Subcontractor bid document reproduction, after GMP, unless paid directly by Owner.					X			
Subcontractor cost(s) including labor, materials, equipment, rentals, fee, insurance, bonds etc. as allowed by the Contract Documents.					X			
Design-build subcontractor(s) and designer(s) as required by the Contract Documents.					X			
Wages or salaries of GC/CM's construction workers performing construction of the work at the site.					X			
Personnel payroll related costs required by law or collective bargaining for taxes, insurance, contributions, assessments. For personnel not covered by collective bargaining, sick leave, medical and health benefits, holidays, vacation time and pensions.					X			
Cost of materials and equipment, including transportation and off-site storage, to be incorporated in the construction.					X			

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Costs of transportation, storage, installation, dismantling, maintenance and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM and fully consumed in performance of the work.					X			
Rental charges from a third party for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM at the site and costs of transportation, installation, dismantling, minor repairs and removal of such temporary facilities, machinery, equipment and hand tools.					X			
Rentals from the GC/CM or an entity that it or any of it's owners has ownership.					X			
Subcontractor cost for progress cleaning including removal of rubbish and debris from the site of the Work and its proper and legal disposal. Note that a separate, specific subcontract for progress cleaning, rubbish removal and debris removal not normally included in a trade subcontract is not allowed as a cost of the Work.					X			
Fees of laboratories for tests required of the GCCM by the Contract Documents, except those related to defective or nonconforming work.					X			
Royalties and license fees paid fro the use of a particular design, process or product required by the contract documents.					X			
Deposits lost for causes other than the GC/CM's negligence or failure to fulfill a specific responsibility in the Contract Documents.					X			
Subcontractor permits, fees and licenses.					X			
Material, equipment, product and system warranties.					X			
Cutting, patching and restoration.					X			
Costs associated with uncovering work that is prematurely covered up prior to the Owner, Architect or a povernmental authority having been provide proper opportunity to inspect.					X			

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Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.					X			
Subcontractor's costs for hard-wired service connections, connection fees and monthly service charges for computers, phone, copy machines and fax machines. Note that GC/CM's costs for these items shall be included in the Specified General Conditions.					X			
Costs for Subcontractor's electronic equipment and software, including computers, copy machines, printers, scanners, plotters and fax machines and the related connection and useage costs.								
Subcontractor costs for preparing, submitting and approval of submittals including, but not limited to, product data, samples, mockups, shop drawings, layout drawings required by specification divisions 02-49.					X			
Protection of building products subject to damage, under cover in a clean and weather-tight enclosure, with ventilation adequate to prevent condensation and maintain temperature and humidity within range required by manufacturer’s instructions.					X			
Construction waste including on-site containers for waste and recycling as well as related collection and/or disposal costs.								
All costs associated with equipment and utility shutdowns, including costs for associated overtime work, schedule changes or failure to complete utility connections within authorized shutdown periods.					X			
Removal of all temporary support facilities including, but not limited to, hoist power and water infrastructure, hoist foundations, and communications cabling and pathway, unless indicated otherwise in the Contract Documents and restoration of the Project site to original or new conditions, patching and filling as required to match adjacent surfaces.					X			

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Coordinate the need and pay for all electrical power and service with the local public utility. Contractor shall pay for, provide, and install all necessary temporary equipment for the installation and removal of temporary construction power as required for the Project and by the Owner and/or public utility. Temporary equipment shall be installed and maintained in accordance with applicable safety regulations and the Owner's requirements.					X			
Provide and maintain construction lighting to provide adequate general illumination of the work area for all trades. Shield construction lighting from adjacent residential areas.					X			
If Owner's HVAC system is utilized for construction, protect the HVAC system from construction dust contamination, install MERV 8 filter media, Replace Owner's filtration on any return air fan system with a minimum 85 percent filtration media prior to substantial completion and provide cleaning of the components exposed to contamination prior to Owner's occupancy.					X			
Costs associated with Preliminary Cleaning operations as a prerequisite for Architect's Final (Punchlist) Inspection.					X			
Coordinate and pay for: all temporary construction water with the local public utility; all cost of temporary piping including pressure reducing station, back flow preventer; and removal of piping and restoration as required by the public utility at the completion of the Work.					X			
Temporary enclosures including, but not limited to, fire-rated barriers, dustproof enclosures and site fences to protect the Work and to provide for public protection as required by law and ordinance.								
Negotiated Support Services (Definition)						X		

Docusign Envelope ID: EEDC4ADA-11D6-4A29-9A49-F85F18C15F3D

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.								
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		

Docusign Envelope ID: EEDC4ADA-11D6-4A29-9A49-F85F18C15F3D

Cost Responsibility Matrix

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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		

Docusign Envelope ID: EEDC4ADA-11D6-4A29-9A49-F85F18C15F3D

Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
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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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Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
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Concealed or unknown conditions that could not have been reasonably anticipated or discovered by the GC/CM during Preconstruction.								X
Regulatory agency changes after the GMP.								X
Significant design errors or omissions in the drawings or specs that could not have been reasonably anticipated or discovered by the GC/CM prior to GMP.								X
Changes required by governmental inspectors to meet requirements beyond those required in regulations.								X
Adjustments to allowances contained within the GMP.								X
State and local sales taxes.								X
Tests, inspections and reports required by law or otherwise agreed to, including structural, mechanical, chemical, air and water polution and hazardous materials.								X
Existing site survey and legal description.								X
Geotechnical engineering investigations and report.								X
Initial building permit and fees.								X
Independent Testing Agency testing and inspection services.								X
Subcontractor bid document reproduction prior to GMP.								X
Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.								X
Design Team (Architectural & Engineering) Services.								X
Owner's Commissioning Authority.								X
GC/CM Advisory and Project Management Consultant, if applicable.								X

Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
In order to assist the GC/CM proposers in developing the cost associated with the segments of the fee proposals process and how costs are intended to be treated under the Contract Documents, the Owner is providing the following Cost Responsibility Matrix (CRM). The shaded and checked box indicates in what section the Owner expects the GC/CM proposer to apply the identified costs. This list is not intended to be a complete list of activities and costs required to complete the project, but a guide outline. Proposers should refer to the Request for Final Proposals (RFFP) along with the Contract Documents (Agreement & General Conditions), including all addenda, to ascertain all of the full project scope requirements. In the event there is conflict or omitted items contained in the CRM, the Contract Documents shall govern. Note that there are some items listed in the CRM that are not specifically addressed in the RFFP or Contract Documents but have been added to this CRM to clarify scope. These clarified scope items shall be included in the scope of services.								
Auditing Consultant.								X

CITY OF Vancouver WASHINGTON

Staff Report: 003-26

To: Mayor and City Council
From: City Manager
Date: January 5, 2026

Subject
Addendum to City Manager Employment Agreement

Key Points

- The employment agreement between the City and the City Manager calls for an annual performance evaluation and compensation adjustment.
- Council initiated the evaluation process in October 2025, and completed the City Manager's evaluation on December 15, 2025. Based on the evaluation, a compensation adjustment of 5% is being proposed.

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

Present Situation
City Council Policy 100-31A, as well as the employment agreement between the City and the City Manager, calls for an annual performance evaluation and compensation adjustment. Council initiated the Manager Evaluation. Based on the evaluation, a compensation adjustment of 5% is reflected in the addendum.

Advantage(s)
Approval of this Addendum would fulfill the Council's obligation to annually evaluate the performance and compensation of the City Manager.

Challenge(s)
None

Budget Impact
There is sufficient capacity to cover the cost of the adjustment in the context of the current approved budget.

Prior Council Review
City Council held executive sessions regarding the City's Manager's performance on November 17, 2025, November 24, 2025, and December 15, 2025.

Action Requested
On Monday, January 5, 2026, approve the Addendum to City Manager Employment Agreement and authorize the Mayor to execute the same.

Staff Contact
Nena Cook, City Attorney, nena.cook@cityofvancouver.us

Attachments:
1. Addendum 2
2. Addendum 1
3. Employment Agreement - Signed (1)(July 2024)

ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT

This is an Addendum to the Employment Agreement between the City of Vancouver and Lon Pluckhahn, City Manager, dated October 11, 2024, as last amended by Addendum dated June 16, 2025. Changes in the Employment Agreement are authorized to be accomplished by a written addendum signed by both parties.

WHEREAS, the City Manager Employment Agreement provides for a performance evaluation of the Manager on an annual basis; and

WHEREAS, the 2025 performance evaluation was initiated on October 30, 2025 and completed on December 15, 2025; and

WHEREAS, based on the City Manager's excellent performance during his previous year of employment, Council has authorized certain changes in compensation reflected herein, effective January 1, 2026; and

WHEREAS, such changes were approved by the City Council in open public meeting on January 5, 2026.

NOW THEREFORE, the City Manager Employment Agreement is hereby modified as follows:

1. Section 3(A) is hereby amended to provide that the City Manager's base salary shall increase from $324,000 to $340,200 which reflects a 5% increase.
2. Section 5(A) and (B) are amended to provide that beginning January 1, 2026 and for the duration of this Agreement thereafter, the City shall pay the full 2026 family premium costs for the Regence/Blue Shield PPO plan.
3. This Addendum in no way alters any other provisions of the City Manager Employment Agreement dated July 7, 2024, or as subsequently amended.
4. This Addendum shall be effective as of January 1, 2026.

DATED this 5th day of January, 2026.

CITY OF VANCOUVER, a municipal corporation

By: _____

Anne McEnerny-Ogle, Mayor

LON PLUCKHAHN, City Manager

By: _____

Lon Pluckhahn

APPROVED AS TO FORM:

By: _____

Nena Cook, City Attorney

ATTEST:

By: _____

Natasha Ramras, Chief Financial Officer

Docusign Envelope ID: 4F87BED7-DAF2-4259-83B8-2DEA9D55B7C5

ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT

This is an Addendum to the Employment Agreement between the City of Vancouver and Lon Pluckhahn, City Manager, dated October 11, 2024. Changes in the Employment Agreement are authorized to be accomplished by a written addendum signed by both parties.

WHEREAS, the City Manager Employment Agreement provides for the City Manager to reside within the City limits no later than June 14, 2025; and

WHEREAS, the City Manager purchased property within the City limits; and

WHEREAS, the costs of construction and availability of builders presented unexpected challenges and delays;

NOW THEREFORE, the City Manager Employment Agreement is hereby modified as follows:

1. Section 14 is hereby amended to provide that the City Manager must reside within the City limits no later than June 15, 2026.
2. Section 14 is hereby further amended to provide that the City Manager will give City Council an update on his efforts to reside within the City limits no later than December 15, 2025.
3. This Addendum in no way alters any other provisions of the City Manager Employment Agreement dated October 11, 2024.
4. This Addendum shall be effective as of June 16, 2025.

DATED this _____ day of June, 2025.

CITY OF VANCOUVER, a municipal corporation

By: DocuSigned by: Anne McEnerny-Ogle 6C89D9089EC5424...
Anne McEnerny-Ogle, Mayor

LON PLUCKHAHN, City Manager

By: DocuSigned by: 55D2166E007B430...
Lon Pluckhahn

APPROVED AS TO FORM:

By: DocuSigned by: Nena Cook A17C6F7FA2AC4D4...
Nena Cook, City Attorney

ATTEST:

By: DocuSigned by: Natasha Ramras 493E940414AE4BD...
Natasha Ramras,
Chief Financial Officer

Docusign Envelope ID: FF640522-D76F-4F46-8C42-C0BD9E15A47C

CITY MANAGER EMPLOYMENT AGREEMENT

This is an Employment Agreement made and entered into between the City of Vancouver, hereafter "City" and Lon Pluckhahn, hereafter "Pluckhahn" or "Manager".

WHEREAS, the City Council has selected Lon Pluckhahn as City Manager effective October 11, 2024, at 5:01 p.m. (“Effective Date”); and

WHEREAS, City Council and Pluckhahn have discussed and negotiated and now desire to provide for certain procedures, benefits and requirements related to the Manager's employment and to enter into a contract setting forth such terms and conditions;

NOW, THEREFORE, the City Council and Pluckhahn agree to the following:

1. Duties. City Council agrees to employ Pluckhahn as City Manager of the City of Vancouver, Washington, to perform all duties as specified by State statutes, City Charter and City ordinances and to perform such other proper duties as designated by the City Council.
2. Duration of Agreement. It is the intent of the parties that the term of the agreement shall be for an indefinite period and may be terminated by either party pursuant to Section 15 of this Agreement or by City Council pursuant to Section 16 of this Agreement.
3. Compensation.
    A. Annual base salary shall be paid in the amount of $324,000. Thereafter, adjustments in annual compensation shall be accomplished as part of the periodic performance evaluation process for Manager pursuant Section 17 and shall not require further amendment of this Agreement but will be evidenced by a written addendum to this Agreement signed by both parties.
    B. The City Council will review the performance of Manager on at least an annual basis as set forth in Section 17 of this Agreement.

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4. Deferred Compensation. In addition to the base salary paid by City to Manager as set forth in section 3(A) above, City agrees to contribute the sum of 5.5% of the Manager's base salary ($324,000) annually to the International City Manager's Association Retirement Corporation Deferred Compensation Plan (ICMA) or other qualified deferred compensation plan and to execute whatever documents are necessary to accomplish the same.
5. Insurance Coverage and Retirement. The Manager shall have access to the same medical insurance coverage options as other non-represented City administrative, professional and/or managerial employees. The City shall pay contributions toward medical insurance coverage as follows:
    A. Beginning January 1, 2025, and for the duration of this Agreement thereafter, the City shall pay for the full cost of medical insurance premiums equivalent to the 2025 full family premium costs for the Regence/Blue Shield Consumer Directed Health Plan (CDHP). Insurance premiums in excess of the 2025 Regence/Blue Shield CDHP rates shall be the responsibility of the Manager.
    B. Beginning January 1, 2025, if Pluckhahn selects the CDHP paired with a family Health Savings Account (HSA), the City will contribute 100% of the yearly contribution limit established by the IRS up to a maximum of $10,000. Any additional contributions will be borne by Manager at his discretion.
    C. Dental, vision, workers compensation, disability: The City shall provide the same coverage for dental, vision, worker’s compensation, and disability insurance and require the same contribution for such coverage(s) from the

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Manager as is provided for other City administrative, professional and/or managerial employees.

D. Life insurance: the City will pay up to $140.00 per month for a $900,000 group term life insurance policy with accidental death and dismemberment coverage.

6. Retirement System Participation. City agrees to provide Manager with retirement benefits through the Washington State Public Employees Retirement System (PERS). The City's contribution to such plan shall be at the same rate as required for employer only under PERS II of the Public Employees Retirement System.

7. Paid Time Off/Sick Leave. Manager shall accrue Paid Time Off (PTO) at the rate of 13.17 semimonthly (316 hours annually) beginning October 12, 2024, with a maximum accumulation of 800 hours. In addition, Manager will be awarded a total of 90 hours of Exempt Leave every year beginning in calendar year 2025. To the extent that annual PTO cash-out is available to other non-represented City employees, Manager shall be entitled to cash-out of no more than 316 hours per year.

8. Holidays/Leave. Manager shall receive holidays as adopted in VMC 2.42.020, bereavement leave, etc., as other non-represented administrative, professional and/or managerial employees.

9. Conference/Training and Education. The City shall encourage and support the continued professional development of the City Manager for the good of the City by:

A. Paying membership fees for International City Management Association, Washington City Management Association, and/or other similar professional organizations as may be requested by Manager an amount not

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to exceed one percent of annual compensation.

B. Reimbursing Manager for the cost of attending national, state, and local professional association meetings and conferences as customary for City administrative, professional and/or managerial personnel and as provided for in the annual City budget.

C. Reimbursing Manager for the cost of attending national, state, and local conferences, such as, but not limited to, National League of Cities, Association of Washington Cities, and Washington City/County Management Association as necessary to represent or benefit the City.

10. Expense Account. Manager shall be reimbursed for expenses of a nonpersonal and job-related nature as prescribed by City Rules, Policies and Procedures for all other non-represented administrative and management employees.

11. Automobile. In lieu of an auto allowance and consistent with the City's Climate Action Framework, the City will allow Pluckhahn to use an electric pool vehicle that is a compact EV SUV or equivalent.

12. One-Time Signing Incentive. In recognition of the skills and experience Pluckhahn brings to the City Manager position, the City will pay him $15,000 on his first regularly scheduled pay period after the Effective Date. If Manager voluntarily leaves employment within 6 months of the Effective Date, he will reimburse the City $15,000. If Manager voluntarily leaves employment between 6-12 months of the Effective Date, he will reimburse the City $10,000. If Manager voluntarily leaves employment between 12-24 months of the Effective Date, he will reimburse the City $5,000. If Manager's employment is involuntarily terminated pursuant to Section 15A or Section 16 of this Agreement within 24 months of the Effective

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Date, Manager will reimburse the City $15,000. Any reimbursement will occur through withholding from Manager's final paycheck.

13. No Reduction in Salary/Benefits. During the time this Agreement is in effect, City shall not reduce Manager's salary, or any other benefit provided for herein except to the same extent that an across-the-board reduction is implemented for all non-represented City professional, administrative and managerial staff.

14. Residence. Manager currently resides outside the limits of City of Vancouver. Pursuant to Section 3.01 of the City of Vancouver's Charter, Manager must reside within the City limits no later than June 14, 2025. Until then, Manager will provide City Council monthly updates on his relocation efforts.

15. Termination.

    A. By the City: Manager is terminable at the will of the City Council in accordance with City Charter Section 3.02. Except in the case of termination of the Manager for any of the reasons set forth in Section 16 of this Agreement, it is agreed that if the Manager is terminated or requested to resign for the convenience of the City by the City Council, he will be paid the following termination benefits: 1) all accrued and unused PTO up to 632 hours and 2) severance pay for a period of 6 months following the date of termination. Beginning in 2026, and for each year after the successful completion of a performance evaluation, Manager will receive 1 additional month severance pay, not to exceed 12 months. Severance pay shall be calculated only on Manager's then current base salary. City-paid medical, dental and vision insurance premiums shall extend for a period of 12 months

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following the date of termination. All amounts to be paid pursuant to this section shall be payable monthly. At the end of the 12-month period, Manager shall have the right to maintain medical, dental and vision insurance as permitted under COBRA.

B. By Manager. Should Manager desire to terminate his employment or not continue employment, he shall provide the City Council with as much notice as possible, not less than 60 days in advance. Should Manager decide to seek other employment, the City Council shall be notified prior to the Manager participating in any job interviews. Any such voluntary resignation by Manager shall not entitle Manager to receive severance pay or benefits subsequent to the effective date of such resignation but he shall receive all benefits to which he would otherwise be entitled upon voluntary resignation. Provided, that if Manager gives less than 60 days' notice as required herein, Manager shall forfeit an equivalent number of accrued and unused PTO hours. Further provided, that if there is an involuntary reduction in Manager's salary and/or benefits in an amount greater than an across-the-board reduction for other non-represented professional, administrative and managerial employees and if Manager resigns from City employment as a consequence of such reduction, his resignation shall be treated as a termination and Manager shall be entitled to the termination benefits as set forth in Section 14(A).

16. Dishonest/Willful Misconduct. Nothing in this Agreement shall prevent the City Council from terminating Manager's employment and/or other rights under this Agreement for

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dishonesty or willful misconduct including but not limited to fraud, embezzlement, theft, criminal conduct, misfeasance or malfeasance, or any act of moral turpitude, which term shall, for the purposes of this Agreement, mean any act violating the accepted moral standards of the community.

17. Evaluation. The Council and Manager shall engage in a performance evaluation conference at least once a year or more frequently at the discretion of the Council. Said evaluations shall be consistent with Council Policy 100-31(A), as amended; provided, that said criteria may be changed as the Council may from time to time determine to be appropriate in consultation with the Manager. The Council shall provide the Manager a summary statement of its evaluation and provide an adequate opportunity for the City Manager to discuss his performance with Council. Based on the performance evaluation, the City Council agrees to review the Manager's salary and other forms of compensation to consider any adjustment to be made in the City Manager's rate of pay, benefits or other forms of compensation. Beginning January 1, 2025, and continuing thereafter, the evaluation period will begin on or about June 1 and conclude by October 12. Any adjustment in the rate of pay, benefits or other forms of compensation shall be effective as of January 1st of the following year in which the performance evaluation is completed. The Council shall also have the option of granting the Manager a bonus based on his previous year's performance and the extent to which his performance exceeds established goals and criteria.
18. Bond and Indemnity. City will pay the premium on any performance bond required under VMC 2.48.020. City will defend and hold Manager harmless from any civil liability incurred or allegedly incurred while acting in good faith and within the scope of authority as City Manager. In the event that any civil liability results in a judgment for money damages against

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Manager and/or his marital community, the City shall pay such judgment in accordance with Ch. 2.46 VMC. This indemnity and hold harmless provision shall continue beyond Manager's tenure with the City.

19. Ratification. Acts taken pursuant to this Agreement, but prior to its execution, are hereby ratified and confirmed.
20. Severability. If any provisions of this agreement are held invalid, the remainder shall be deemed valid and binding. It is the intention of the parties hereto that each provision herein is agreed to separately in the event one or more of such provisions are held invalid.
21. Governing Law/Venue. This Agreement is made and shall be construed and performed under the laws of the State of Washington. Venue regarding any dispute arising from this Agreement shall be in Clark County, Washington.

IN WITNESS WHEREOF, the City Council of the City of Vancouver has caused this agreement to be signed and executed on its behalf by its Mayor and the undersigned employee as City Manager. The City Manager further represents and acknowledges that (1) he has read this Agreement in its entirety, (2) has had an opportunity to study and review the Agreement, (3) has been advised that the Deputy City Attorney is counsel to the City of Vancouver and not to the Manager in regard to this Agreement, (4) that he has a right to consult his own independent counsel concerning this Agreement, and (5) he [has not] done so.

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DATED this 7th day of July, 2024.

THE CITY OF VANCOUVER,
a municipal corporation

By: DocuSigned by: Anne McEnerny-Ogle 6C89D9089EC5424...
Anne McEnerny-Ogle, Mayor

LON PLUCKHAHN, City Manager

By: Lon Pluckhahn
Lon Pluckhahn

Approved as to form:

DocuSigned by: Nena Cook 40EE71606C4444D...
Nena Cook, Deputy City Attorney

Attest:

DocuSigned by: Natasha Ramras 493E940414AE4BD...
Natasha Ramras, City Clerk

A RESOLUTION of the City Council of the City of Vancouver approving a contract with Green Leaf Uptown LLC, a Delaware limited liability company (Applicant) to extend, for 12 years, an expiring 8-year market-rate multifamily tax exemption final certificate for the 167-unit Green Leaf Apartments project located at 1700 Main Street, Vancouver WA 98660 (Property) (Exhibit A).

Staff Report: 225-25

To: Mayor and City Council
From: City Manager
Date: January 5, 2026

Subject
Multi-Family Tax Exemption Certificate Extension — Green Leaf Uptown Apartments

Key Points

- Uptown Apartments 8-year Multi-Family Tax Exemption (MFTE) exemption will end in December 2026. Extending the tax exemption with a 12-year renewal will add 34 new 80% AMI income-restricted rental units for 12 years.
- Uptown will convert 34 units from market rate to income-restricted without displacing any tenants.
- The estimated value of exempted taxes over 12 years is $4.48M for all taxing districts and $1M for the City of Vancouver. The value of exempted property is absorbed across the tax based so that the City's budget will not decrease.
- Over the 12-year exemption period, staff will monitor tenant eligibility and ongoing affordability. At the end of the extension, the property will remain subject to limits on how much rent can be increased for five years.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation
In 2023, Vancouver City Council adopted a code amendment to allow projects with expiring MFTE certificates the option to apply for a 12-year extension with the goal of retaining or increasing income-restricted housing units in the community. The first expiring MFTE project to seek an extension under the new code is the 167-unit Uptown Apartments located at 1700 Main Street. The Uptown project was approved in 2015 as an 8-year market-rate exemption for 167 units; its initial MFTE exemption started January 1, 2019, and is scheduled to expire December 31, 2026.

To qualify for an extension, the property must convert 34 of its market-rate units (20% of all units) into units that are income-restricted and affordable to households earning below 80% of area median income. The affordable units will match the overall mix of unit types in the building. Other MFTE affordability rules will also apply. For residents living in MFTE units when the extension ends, the property must provide one month of relocation assistance and limit rent increases for the next five years to no more than 5% plus the Consumer Price Index each year. City staff will continue annual

monitoring to ensure compliance with 80% AMI income and rent limits.

This extension request was brought before City Council on November 10, 2025, and there were several questions about the project and process for shifting to an income-based exemption. Council members requested:

- The value of the Uptown's initial 8-year tax exemption
- City budget impact
- Potential for displacement of current tenants
- MFTE extension lease-up timing
- Vancouver area median income

In addition, this revised staff report will include information about the need for units restricted to households at 80% AMI and future MFTE extension requests.

Value of initial 8-Year Multifamily Tax Exemption
Uptown Apartments recorded their MFTE Certificate in 2018. Using tax parcel data from the assessor for the past seven years and projecting the tax exemption for the final year, the total 8-year value of the original tax exemption is estimated to be $3.5 million for all taxing districts and $750,000 for the City of Vancouver. The current owner, Green Leaf Uptown, purchased the completed building in 2019 with the exemption in place.

Budget impact for 12-Year Extension Request
The City budget will not be reduced if the extension is approved. The City will continue to receive the same property tax revenue during the exemption period because the property taxes from the exempted property are absorbed across the non-exempt tax base. The estimated value of exempted tax revenue during the extension period is $4.48M for all taxing districts, and about $1M for the City of Vancouver, roughly $2,450 per affordable unit per year over the 12 years.

When the 12-year extension expires, the property's full value will return to the tax rolls as new construction. Throughout the exemption period, the land and commercial space will continue to be taxed, and the project will continue generating City revenue through utility and sales tax.

Potential for tenant displacement
No displacement of current tenants is expected as the market rate units transition to income restricted. The 8-year exemption will end December 31, 2026. If the extension is approved, the applicant will have one year (January to December 2026) to convert 34 market-rate units (20% of total units) to MFTE income restricted units. Uptown Apartments property management provided 2025 lease data for its 167 units, showing that in the past 12 months, 140 leases expired and 96 of these were renewed, with the remaining 48 units available for new tenants moving in. Currently, Uptown has 13 available vacant units. In addition, they indicated that 16 current tenants appear to qualify for MFTE units. The table below shows that Uptown can currently meet MFTE requirements for studio and 3-bedroom apartments and would need to lease the vacant units plus 9 additional one-bedroom units to income-eligible households over the next 12 months.

Unit Type	# of units	20% income-eligible required units	Vacant units	Current tenant appears income-eligible
Studio	11	2	1	4
1-Bedroom	134	27	9	9

2-Bedroom	22	5	3	3
Total	**167**	**34**	**13**	**16**

MFTE extension lease-up timing

As a condition of approval, the MFTE units shall be fully leased to income-eligible households by Jan 1, 2027. This condition has been added to the MFTE extension contract. This requirement will ensure that the City is receiving the affordability benefits at the time the tax exemption extension benefit begins. The MFTE household incomes, rents and unit types will be verified by staff in the month leading up to the start of the extension. During the MFTE 12-year affordability period, staff review income and rent limits annually to ensure ongoing eligibility.

Area median income limits

State and local MFTE regulations use income limits that are set, and updated annually, by HUD. Vancouver is included in the Portland-Vancouver-Hillsboro Metropolitan Statistical Area for HUD income limits. There is no regularly calculated Vancouver, Washington AMI on which to base program rent and income restrictions. In 2022, ECONW conducted a housing market analysis and MFTE-program review for Vancouver. This study concluded that overall, for all household sizes, Vancouver incomes were relatively aligned with the HUD regional income levels. The ECONW MFTE analysis found that housing affordable to households below 80% AMI could not be developed without additional incentives or subsidies. This aligns with the City's experience offering a 12-year exemption at 60% AMI that produced 0 new units.

Need for 80% AMI units in Vancouver

Vancouver households earning 80% AMI often include renters in mid-priced apartments or older housing stock. These households may have stable employment but face financial constraints that limit their ability to save for homeownership or absorb significant rent increases. Many carry student debt or have substantial childcare expenses, reducing their disposable income despite steady wages. This income band frequently includes teachers, nurses, public employees, tradespeople, small business managers, and service-sector supervisors; workers who are essential to the community but increasingly strained by rising costs. The 80% AMI MFTE extension will assist these households by restricting their housing costs (rent and utilities) to 30% of their annual income allowing them to afford other living costs or save for homeownership.

The City's Comprehensive Plan identifies a significant need for additional housing affordable to households at 80% AMI, calling for the production of roughly 8,000 units to meet projected demand. At present, the MFTE program is the City's primary mechanism for securing units at the 80% AMI level. While impact fee waivers can also support affordability at this income tier, City code does not allow a project to utilize both the MFTE and impact fee waivers simultaneously.

The tax exemption extension option is especially beneficial when relatively few new units are being developed and households of all income ranges compete for unrestricted units. This leaves lower income households with few or no affordable housing opportunities. The proposed MFTE exemption extension will reserve 34 income-restricted units for 12 years for a tax exemption cost of $11,000 per unit annually for *all* taxing districts, or $2,450 per unit annually for the Vancouver tax district.

The 80% AMI rent limits include tenant-paid utilities, while market rents do not. To fairly compare 80% unit rates to market rates, we add the Vancouver Housing Authority's utility allowance to the market rents.

Unit Size	Market Rent	Utility	Total Monthly	80% AMI Limit	Difference

		Estimates	Cost		
Studio	$1,560	$209	$1,769	$1,738	$31
1-bedroom	$1,919	$218	$2,137	$1,862	$275
2-bedroom	$2,701	$247	$2,948	$2,234	$714

With utilities included, the market rents for Uptown units are higher than the proposed 80% AMI rent limits, showing that these units are priced at a level that households earning at or below 80% AMI could reasonably afford. In addition, any other mandatory fees charged by the property owner (such as parking, amenities or service fees), must fall below the stated 80% AMI limit.

The relationship between market rents and 80% AMI limits varies significantly by unit type, largely due to demand pressures in the current rental market:

- Studios: Market studios are priced closer to the 80% AMI rent limits simply because there is less demand for studios overall. Studios serve a narrower segment of the market (primarily single adults), and many renters prefer at least a one-bedroom for privacy, storage, or household composition needs. As a result, market studio rents currently sit close to the 80% AMI limit. However, there is no guarantee that market rents for studios will remain at or near 80% AMI limits, especially if market rents across all unit types increase in the future.
- One- and two-bedroom units: These units serve a broader range of households (couples, small families, single parents, roommates). This higher, more diverse demand allows market rents for larger units to rise well above the 80% AMI limits.
- **While 80% AMI units are likely to offer lower housing costs than market units, the core benefit of income-restricted units is not the dollar difference between the proposed rent and the market. The key benefit is controlled access: only households earning 80% AMI or below can lease these units.** This ensures that households with low to moderate income, who already face significant competition in the market, have protected access to units that they can afford. Currently 48% of Vancouver renters are housing cost-burdened, so reserving units specifically for eligible households is a critical part of maintaining affordability.

Future extension requests
A number of MFTE certificates will expire in the next several years (2 in 2026, 3 in 2027, 2 in 2028, 9 in 2029). As these developments reach the end of their initial tax exemption period, staff will provide the following information along with any MFTE extension requests:

- Value of initial (expiring) exemption
- Compliance history and performance during initial MFTE period
- Tax exemption estimate for 12-year renewal and extension
- Number and size of new income-restricted units
- Projection and plan for transitioning market units to 80% AMI units based on turnover and current tenant income levels, to ensure housing stability
- Staff assessment of policy alignment and recommended conditions

Advantage(s)

1. If approved, the tax exemption extension will convert 34 market-rate units into units that are

restricted and affordable to households earning 80% of the area median income for 12 years.
2. At the end of 12 years, the property must restrict rent increases for 5 years on the 34 affordable units and provide relocation assistance for MFTE households if needed.

Challenge(s)
The extension defers adding the value of residential improvements on the site to the tax base for an additional 12 years.

Budget Impact
The City will still receive the same amount of property tax during the exemption. The loss of taxable value of the exempted properties is spread across the remainder of the non-exempt tax base properties. Budget impacts on certificate extensions for additional expiring projects will vary as they are dependent on the number of projects that may request exemption extensions over the next several years.

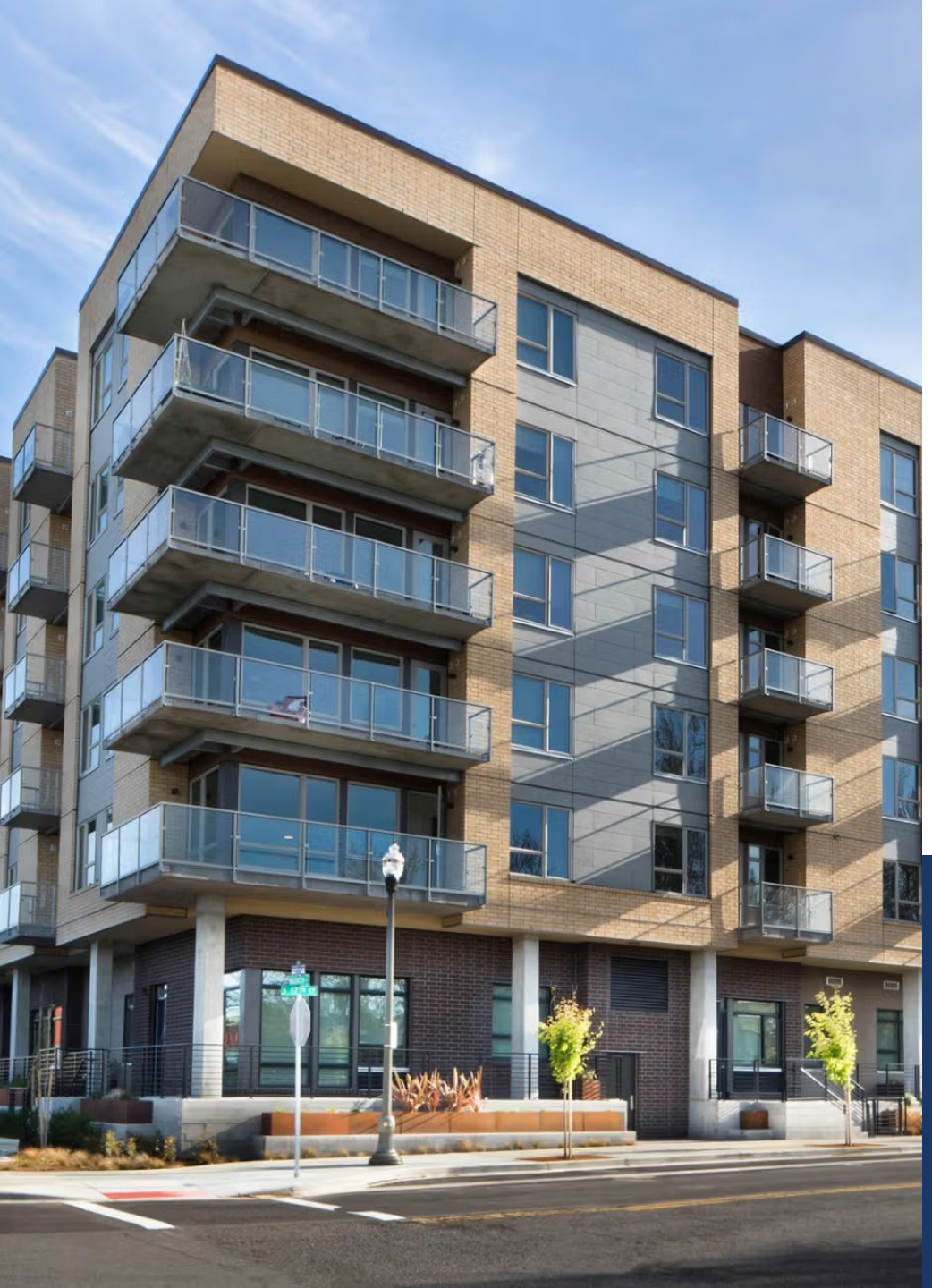
Prior Council Review

- July 3, 2023, City Council adoption of code amendment allowing MFTE certificate extensions.
- October 22, 2025, Memorandum on the details of the MFTE extension process and requirements.
- November 10, 2025, Uptown Extension request public hearing remanded to staff.

Action Requested
On Monday, January 5, 2026, adopt the resolution authorizing the City Manager, or designee, to execute a multi-family housing limited property tax exemption extension and take any and all action necessary to enforce the terms thereof.

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

Attachments:
1. Presentation
2. Resolution and Contract



CITY OF Vancouver WASHINGTON

Green Leaf Uptown Multifamily Tax Exemption Extension

Bryan Monroe, Associate Housing Coordinator
Economic Prosperity & Housing

January 5, 2026

Agenda

- Extension Requirements
- Expiring Certificate
- Financial Impact
- Project & Tenant Details
- 80% AMI Information
- Requested Action

12-Year Extension Requirements

Market Rate
- 8-Year
- Public Benefit

Income-Based
- 8, 10, 12-Year
- 80, 100, 115% AMI

12-Year Renewal

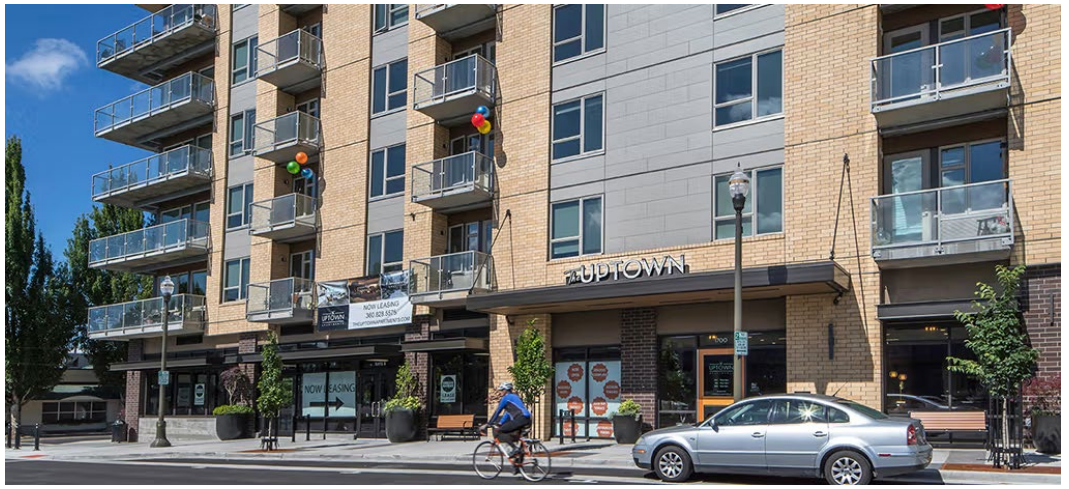
- 20% @ 80% AMI
- 1 Month Relocation
- 5-year extended rent restrictions
- Annual monitoring

Future Expiring MFTE Certificates

Year	Expiring	Total units	Potential Income-based units*
2026	2	268	54
2027	3	280	56
2028	2	169	34
2029	9	719	144
2030	7	487	98
2031	3	566	114
2032	6	594	119
2033	0	0	0
2034	3	342	69
2037	2	96	20
Total	**37**	**3,521**	**708**

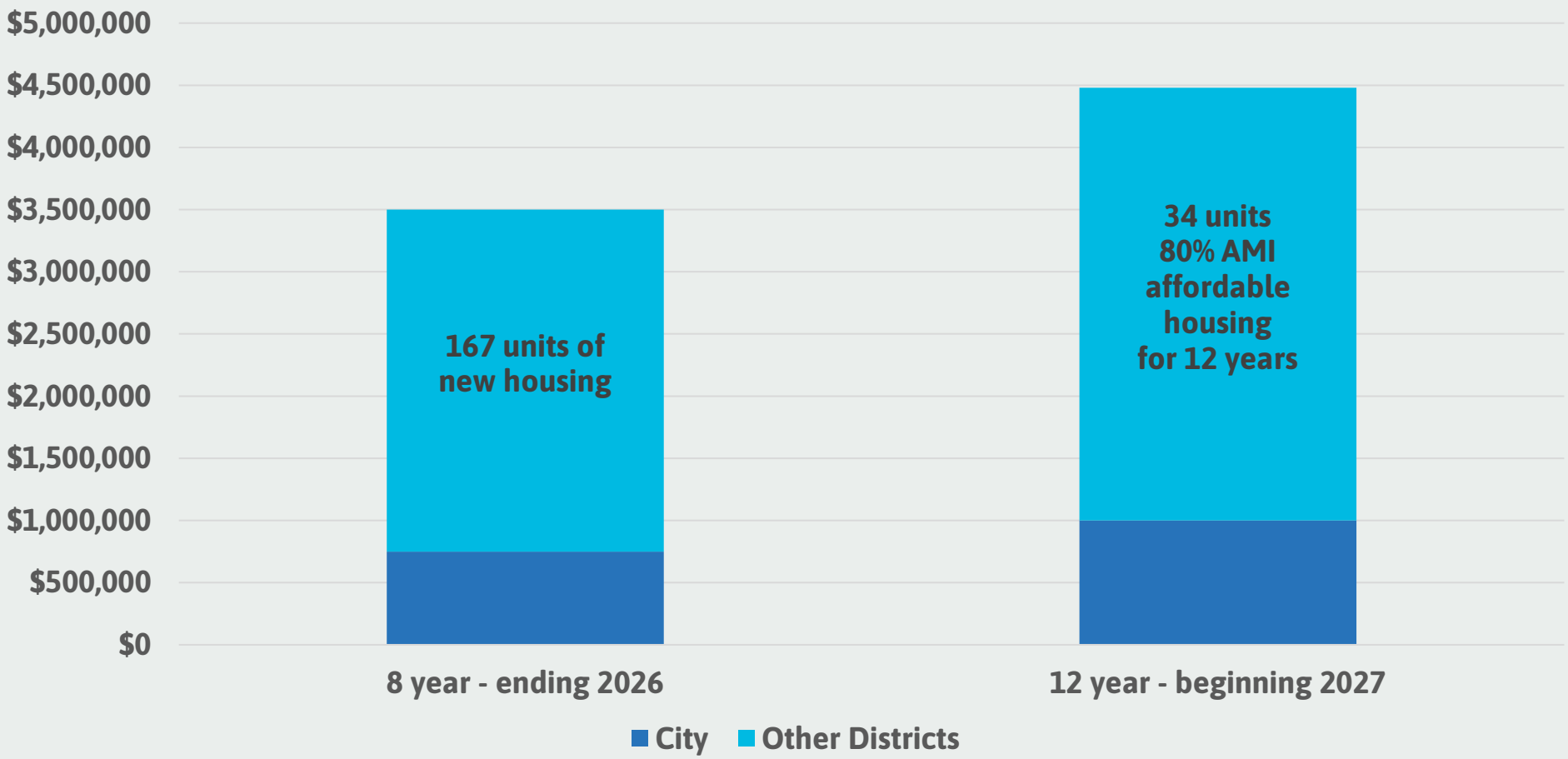
*Not all projects will request an MFTE extension

Project Details



- 8-year exemption ends 12/31/26
- 167 market rate units
- Retail on Main Street
- 142 structured parking spaces

Financial Impact



Current Tenants & Rent Comparison

Unit Type	# of units	20% restricted units	Vacant units	Currently income-eligible
Studio	11	2	1	4
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2-Bedroom	22	5	3	3
Total	**167**	**34**	**13**	**16**

Unit Size	Market Rent	Utility Estimates	Total Monthly Cost	80% AMI Limit	Difference
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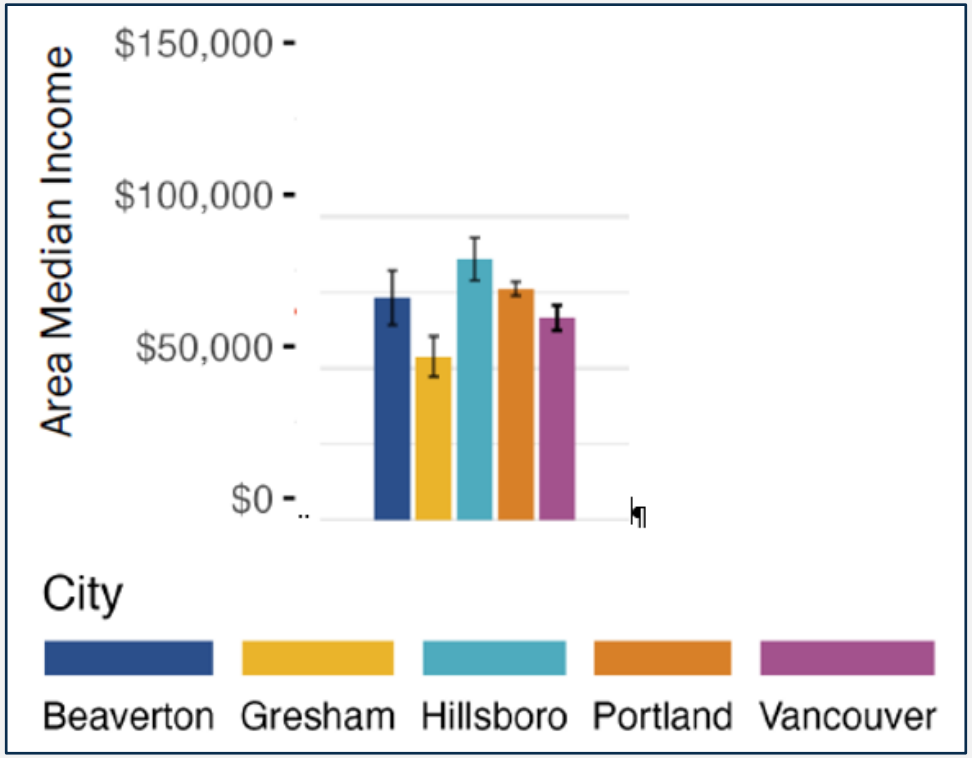
2-bedroom	$2,701	$247	$2,948	$2,234	$714

Need for 80% AMI Restricted Units

- Comp Plan calls for 8,000 new 80% AMI units
- MFTE is most effective tool for delivering and maintaining 80% AMI units
- **Household income restrictions ensure access to affordable units**

Area Median Income
Metropolitan Statistical Areas (MSA)

- RCW 84.14 specifies using HUD MSA data to define and calculate low- and moderate-income levels
- Vancouver's median income comparable to MSA cities*
- 80% AMI is the most realistic option to encourage program participation*
- When offered, no 60% MFTE option applications were received



* 2022 ECONW MFTE Program Analysis Report

Requested Action

Adopt the resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption extension for Uptown Apartments and take any and all action necessary to enforce the terms thereof.

Thank You

bryan.monroe@cityofvancouver.us | 360-487-7958

[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a contract with Green Leaf Uptown LLC, a Delaware limited liability company (Applicant) to extend, for 12 years, an expiring 8-year market-rate multifamily tax exemption final certificate for the 167-unit Green Leaf Apartments project located at 1700 Main Street, Vancouver WA 98660 (Property) (Exhibit A).

WHEREAS, the City of Vancouver desires to encourage affordability of multi-family rental housing in specifically designated "Residential Target Areas" within the City of Vancouver; and,

WHEREAS, the City has, under the Revised Code of Washington (RCW 84.14.020). adopted a provision conditionally allowing an expiring final multifamily tax exemption certificate to be extended for an additional 12 years; and,

WHEREAS, the Applicant has an approved final multifamily tax exemption certificate, recorded under Auditor's file number AGR 5303287, that will expire on December 31, 2026: and

WHEREAS, the Applicant is interested in receiving a 12-year extension to the existing final MFTE certificate property tax exemption for the Green Leaf Uptown Apartments; and,

WHEREAS, the Applicant has submitted a final certificate extension request that will effectively convert the market-rate rental housing project to an income-based rental housing project, under which at least 20 percent of the total development units would be reserved for households with annual incomes at or below 80 percent of area median income and whose monthly housing costs, including utilities other than telephone and any mandatory recurring fees required

as a condition of tenancy for the unit, do not exceed 30 percent of the household's monthly income for the duration of the tax exemption extension; and,

WHEREAS, at the 10th and 11th year before the expiration of the proposed 12-year exemption extension the Applicant must provide notice to MFTE unit tenants that relocation assistance in an amount equal to one month's rent will be provided to qualified tenant households under lease at the time the extension expires.

WHEREAS, the City has determined that the Applicant's request can satisfy the requirements for an MFTE Final Certificate of Tax Exemption Extension.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The MFTE Contract attached hereto as Exhibit B between Green Leaf Uptown LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager or their designee is authorized to execute the Contract attached hereto as Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 10th day of November 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

Resolution
Exhibit A
Legal Description

Tax lot 56890000

BLOCK 4, COOKS ADDITION, BOOK C, PAGE 63, RECORDS OF CLARK COUNTY, WA. Located in the NW ¼ and NE ¼ of Sec. 27, T2N, R1E, WM.

LOTS 1,2,3,5,6, 7 AND 8, BLOCK 4 OF COOK'S ADDITION TO THE CITY OF VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "C" OF PLATS, PAGE 63, RECORDS OF CLARK COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONDEMED BY THE CITY OF VANCOUVER UNDER SUPERIOR COURT CAUSE NO. 11338, FOR WASHINGTON STREET.

TOGETHER WITH THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY WHICH ATTACHES BY OPERATION OF LAW:

THAT CERTAIN ALLEY LOCATED WITHIN SAID BLOCK 4 AS VACATED BY CITY OF VANCOUVER ORDINANCE NO. M-4094, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A 15.9-FOOT WIDE ALLEY VACATION LOCATED IN BLOCK 4 OF COOK'S ADDITION TO THE CITY OF VANCOUVER, CLARK COUNTY PLAT RECORDS IN A PORTION OF THE AMOS SHORT D.L.C. IN THE NORTHWEST AND NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, SAID VACATION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, OF SAID BLOCK 4;
THENCE SOUTH 87°43'51" EAST, 15.90 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 4;

THENCE SOUTH 02°20'26" WEST, ALONG THE WEST LINE OF LOTS 1-4 OF SAID BLOCK 4, 196.22 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID BLOCK 4;

THENCE NORTH 87°41'04" WEST, 15.90 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF SAID BLOCK 4;

THENCE NORTH 02°20'26" EAST ALONG THE EAST LINE OF LOTS 5-8 OF SAID BLOCK 4, 196.20 FEET TO THE TRUE POINT OF BEGINNING.

Resolution
Exhibit B

CONTRACT
for
MULTI-FAMILY TAX EXEMPTION
FINAL CERTIFICATE EXTENSION

THIS CONTRACT is entered into this 10th day of November 2025, by and between Green Leaf Uptown LLC a Delaware limited liability company, (hereinafter referred to as "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to promote affordable multi-family housing in certain designated urban target areas in order to increase and improve housing opportunities, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code ("VMC"), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the City has additionally, under the Revised Code of Washington (RCW 84.14.020), adopted a provision allowing, under certain conditions, an expiring final multifamily tax exemption certificate to be extended for an additional 12 years; and

WHEREAS, the Applicant is interested in receiving a 12-year extension to the final MFTE certificate property tax exemption for the 167-unit Green Leaf Uptown Apartments within the Vancouver City Center Residential Target Area; and,

WHEREAS, the Applicant has submitted a final certificate extension request that will effectively convert the market-rate rental housing project to an income-based rental housing project, under which at least 20 percent of the total development units would be reserved for households with annual incomes at or below 80 percent of area median income and whose monthly housing costs, including utilities other than telephone and any mandatory recurring fees required as a condition of tenancy for the unit, do not exceed 30 percent of the household's monthly income for the duration of the tax exemption extension; and,

WHEREAS, the City has determined that the Applicant's request can satisfy the requirements for a Final Certificate of Tax Exemption Extension.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The Applicant commits to renting at least twenty percent of the total development multifamily housing units as income restricted housing units to households with annual incomes at or below 80 percent of area median income and whose monthly housing costs, including utilities other than telephone and any mandatory recurring fees required as a condition of tenancy for the unit, do not exceed 30 percent of the household's monthly income for the duration of the tax exemption extension. The development project has 167 total units resulting in a requirement of 34 income-based units.

2. The Applicant agrees to the following mix of MFTE income-based units at all times during the 12-year final certificate extension period:
   - 2 studio units
   - 27 one-bedroom units
   - 5 two-bedroom units

3. The Applicant agrees to include information about the availability of designated MFTE income-based units in any advertising or marketing for the property.

4. The Applicant agrees to provide tenants of rent-restricted units with notification of intent to provide the tenant with rental relocation assistance as provided in (5) below, at the end of both the 10th and 11th years of the extension.

5. The Applicant agrees, at the expiration of the final certificate exemption extension to provide tenant relocation assistance in an amount equal to one month's rent to qualified MFTE households within the final month of the tenant lease. To be eligible for tenant relocation assistance the qualifying tenant household must occupy an MFTE income-restricted unit at the time the exemption extension expires and must qualify as a low-income household at the time relocation assistance is sought. If the qualifying MFTE household lease ends after the certificate extension expires then the relocation assistance must be provided within the final month of a qualified tenant's lease who occupies an income-restricted unit at the time the MFTE affordability requirements cease to apply to the unit.

6. The Applicant agrees to, annually and each year thereafter for a period of twelve years, to file a notarized declaration of continued program compliance with the Director indicating the following:
   (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
   (b) A certification that the property continues to be in compliance with this Contract, Chapter 3.22 VMC, and Chapter 84.14 RCW;
   (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and

(d) The total monthly rent for each unit.

7. The Applicant agrees to, annually and each year thereafter for a period of twelve years, provide rent rolls that include the unit numbers, unit types and sizes (bedrooms/bathrooms), household size, income, rent, and utility costs.

8. Applicant agrees that City staff may conduct in-person reviews of income tenant files upon request.

9. The applicant agrees to pay the City of Vancouver an annual monitoring fee of $500 at the time annual reports and rent roll data are due for the duration of the final certificate exemption extension period.

10. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.

11. The Applicant agrees to maintain qualifying MFTE unit tenant income verification records for a minimum of six years and to make those records and the multi-family units available for inspection by the City. If the property is sold during the exemption extension period, the prior six years of MFTE unit tenant income records must be provided to the new ownership. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.

12. If the Applicant converts the multi-family residential housing units to another land use classification, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.

13. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Contract.

14. The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases in the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.

15. The City reserves the right to cancel the final certificate of tax exemption extension should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Contract. Cancellation of the final certificate of tax exemption extension may subject the Applicant to potential tax liability as further described in RCW 84.14;

16. The City agrees, conditioned on the Applicant's compliance commitment to the stipulations provided herein, to issue the Applicant a 12-year extension certificate and to file the Final Certificate of Tax Exemption Extension with the Clark County Treasurer and Assessor.

17. No modifications of this Contract shall be made unless mutually agreed upon by the parties in writing.

18. In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract which can be given effect without the conflicting term or clause, and to this end, the terms of this Contract are declared to be severable.

CITY OF VANCOUVER	GREEN LEAF UPTOWN LLC
_____	_____
Lon Pluckhahn, City Manager	Thomas Hall, C.E.O
Attest:	Approved as to form:
_____	_____
Natasha Ramras, City Clerk	Nena Cook, City Attorney

CONTRACT EXHIBIT A

Tax lot 56890000

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THENCE NORTH 02°20'26" EAST ALONG THE EAST LINE OF LOTS 5-8 OF SAID BLOCK 4, 196.20 FEET TO THE TRUE POINT OF BEGINNING.

To: Mayor and City Council
From: City Manager
Date: January 5, 2026

Subject
Approval of the Claim Vouchers

Action Requested
Approve claim vouchers for January 5, 2026.

Attachments:
1. January 5, 2026 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:

$ 37,803,845.84 this 5th day of January 2026.

MAYOR

COUNCILMEMBER

Anthony Glenn

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 08, 2025 - December 28, 2025	Accounts Payable Checks (see attached)	**$ 28,183,795.38**
December 08, 2025 - December 28, 2025	Hansen City Payments (see attached)	**$ 56,020.11**
December 08, 2025 - December 28, 2025	Visa Refunds (see attached)	**$ 6,647.43**
December 08, 2025 - December 28, 2025	Payroll Checks (see attached)	**$ 9,557,382.92**
TOTAL		**$ 37,803,845.84**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Supplier Payment	Check	28804	12/10/2025	5,408.50	Aflac			
Supplier Payment	Check	28805	12/10/2025	6,141.58	AFSCME Local #307			
Supplier Payment	Check	28806	12/10/2025	658.50	California State Disbursement Unit			
Supplier Payment	Check	28807	12/10/2025	2,533.50	Chapter 13 - Trustee			
Supplier Payment	Check	28808	12/10/2025	491.00	Hawaii SDU			
Supplier Payment	Check	28809	12/10/2025	780.65	IAM Local #1374			
Supplier Payment	Check	28810	12/10/2025	8,772.59	Life Insurance Company of North America			
Supplier Payment	Check	28811	12/10/2025	1,375.00	MFS Service Center Inc			
Supplier Payment	Check	28812	12/10/2025	5,823.81	OPEIU Local #11			
Supplier Payment	Check	28813	12/10/2025	851.00	Teamsters Local #58			
Supplier Payment	Check	28814	12/10/2025	350.00	UA Local #290			
Supplier Payment	Check	28815	12/10/2025	2,527.80	Western Conference of Teamsters			
Supplier Payment	Check	28816	12/10/2025	1,385.52	Western Metal Industry Pension Fund			
Ad Hoc Payment	Check	28817	12/10/2025	360.09	Abbie Hathaway or Jefferson Boylston	5306 NE 53RD CT ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28818	12/10/2025	118.35	Abbott,Susan	5264 NE 121ST AVE ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28819	12/10/2025	145.00	Johnson,Karen	5118 NE 75TH AVE ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28820	12/10/2025	173.30	Kays,Randy or Janet	6113 NE 74TH ST ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28821	12/10/2025	204.69	Knopp,Loretta	10605 NE 19TH ST ,VANCOUVER,WA,98664		
Ad Hoc Payment	Check	28822	12/10/2025	94.91	Lewis,Debera or Donald	1817 SE SOLOMON LOOP ,VANCOUVER,WA,98683		
Ad Hoc Payment	Check	28823	12/10/2025	163.87	Murphy,Brenda	Utility Refunds: 0012031309-03		
Ad Hoc Payment	Check	28824	12/10/2025	327.50	Souders,William	14621 NE 51ST ST ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28825	12/10/2025	25.03	The Estate of Marian Caulfield	9824 NE TANGLEWOOD DR ,VANCOUVER,WA,98664		
Customer Refund	Check	28826	12/10/2025	130.00	JORDAN ROBERTS	Permit canceled		
Miscellaneous Payment	Check	28827	12/10/2025	50.00	1st Stop Towing, LLC	Refund Business License Fee not needed		
Miscellaneous Payment	Check	28828	12/10/2025	112.00	Burgerville LLC	Refund overpayment to INV#77077083		
Miscellaneous Payment	Check	28829	12/10/2025	130.00	CHANHTHANALY SAYADETH	RES-378720 (jobsite: 15805 NE Noble Street)		
Miscellaneous Payment	Check	28830	12/10/2025	87.00	Domino's Pizza	Refund duplicate payment to INV#77082181		
Miscellaneous Payment	Check	28831	12/10/2025	195.00	Evergreen Pediatric Clinic	Refund overpayment to INV#77082783		
Miscellaneous Payment	Check	28833	12/10/2025	178.09	Julius Ceasar Nolasco	RES-379450 (jobsite:6303 Wyoming St.)		
Miscellaneous Payment	Check	28834	12/10/2025	222.00	Sheri Kibbee	Claim Payment - DOI: 09/30/2025 - RISK		
Supplier Payment	Check	28835	12/10/2025	16,821.64	Ace Parking Management Inc			
Supplier Payment	Check	28836	12/10/2025	1,650.58	A-Line Asphalt Maintenance Inc			
Supplier Payment	Check	28837	12/10/2025	798.00	Allegheny Answering Services			
Supplier Payment	Check	28838	12/10/2025	3,689.00	Allegis Group Holdings Inc			
Supplier Payment	Check	28839	12/10/2025	4,880.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta			
Supplier Payment	Check	28840	12/10/2025	3,327.10	Apex Hydrovac Tools LLC			
Supplier Payment	Check	28841	12/10/2025	862.58	APS, INC.			
Supplier Payment	Check	28842	12/10/2025	81,005.96	Arborscape Ltd Inc			
Supplier Payment	Check	28843	12/10/2025	825.00	Bradley H. Evans, M.D., PC			
Supplier Payment	Check	28844	12/10/2025	500.00	Bradley J Wager			
Supplier Payment	Check	28845	12/10/2025	62,607.50	Bud Clary Chevrolet, Cadillac Inc			
Supplier Payment	Check	28846	12/10/2025	5,905.66	Buell Recreation LLC			
Supplier Payment	Check	28847	12/10/2025	5,308.00	Cascade Inn			
Supplier Payment	Check	28848	12/10/2025	21,379.83	Cellco Partnership - Remit-To: Cellco - Dallas			
Supplier Payment	Check	28849	12/10/2025	31,614.00	City Bark & Recycling LLC			
Supplier Payment	Check	28850	12/10/2025	2,150.00	Clark County Fire District 5			
Supplier Payment	Check	28851	12/10/2025	64.20	Clark County Public Utility District No. 1			
Supplier Payment	Check	28852	12/10/2025	82.13	Clark County Public Utility District No. 1			
Supplier Payment	Check	28853	12/10/2025	224,393.42	Clary Longview LLC			
Supplier Payment	Check	28854	12/10/2025	103,560.19	Columbia Resource Company			
Supplier Payment	Check	28855	12/10/2025	674.17	Connecta Satellite Solutions LLC			
Supplier Payment	Check	28856	12/10/2025	583.71	CyberSource Corporation - Remit-To: CyberSource - Los Angeles			
Supplier Payment	Check	28857	12/10/2025	6,615.00	Davidson Benefits Planning			
Supplier Payment	Check	28858	12/10/2025	1,190.82	Day Management Corp - Remit-To: Day Wireless - Milwaukie			
Supplier Payment	Check	28859	12/10/2025	187.00	Dex Media West			
Supplier Payment	Check	28860	12/10/2025	11,641.60	Earthworks Excavating Services			
Supplier Payment	Check	28861	12/10/2025	71,682.85	GBD Architects			
Supplier Payment	Check	28862	12/10/2025	1,605.60	General Automotive Supply Co			
Supplier Payment	Check	28863	12/10/2025	90,454.38	Grade Werks Excavating LLC			
Supplier Payment	Check	28864	12/10/2025	25,418.44	H&H Wood Recyclers			
Supplier Payment	Check	28865	12/10/2025	705.63	HOTO-FP LLC			
Supplier Payment	Check	28866	12/10/2025	2,952.09	L.N. Curtis & Sons			

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Supplier Payment	Check	28867	12/10/2025	13,619.21	Language Line Services, Inc.			
Supplier Payment	Check	28868	12/10/2025	375.36	Mark IV Enterprises Inc			
Supplier Payment	Check	28869	12/10/2025	744.12	Mascott Equipment Co			
Supplier Payment	Check	28870	12/10/2025	41,355.00	McFarlanes Bark Inc			
Supplier Payment	Check	28871	12/10/2025	9,358.28	Northwest Natural Gas Company - Remit-To: NW Natural - Portland			
Supplier Payment	Check	28872	12/10/2025	14,744.55	Parkeon			
Supplier Payment	Check	28873	12/10/2025	6,324.00	Plant Quest, LLC			
Supplier Payment	Check	28874	12/10/2025	14,500.00	Police Activities League of SW Washington			
Supplier Payment	Check	28875	12/10/2025	70.00	Porter W Yett Company			
Supplier Payment	Check	28876	12/10/2025	7,153.09	PPC Solutions Inc			
Supplier Payment	Check	28877	12/10/2025	2,938.65	RBT Moving LLC			
Supplier Payment	Check	28878	12/10/2025	505.92	SEA-WESTERN, INC.			
Supplier Payment	Check	28879	12/10/2025	3,309.00	SiteCrafting Inc			
Supplier Payment	Check	28880	12/10/2025	4,701.34	Snap-on Incorporated			
Supplier Payment	Check	28881	12/10/2025	4,238.17	Software House International SHI - Remit-To: SHI - Dallas			
Supplier Payment	Check	28882	12/10/2025	10.23	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem			
Supplier Payment	Check	28883	12/10/2025	320.00	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena			
Supplier Payment	Check	28884	12/10/2025	45.00	Totalsir LLC			
Supplier Payment	Check	28885	12/10/2025	190.41	Transunion Risk & Alternative Data Solutions Inc			
Supplier Payment	Check	28886	12/10/2025	25,580.00	Triangle Resources Inc			
Supplier Payment	Check	28887	12/10/2025	1,632.00	Triple J Enterprises, Inc.			
Supplier Payment	Check	28888	12/10/2025	2,864.34	TV Etc ESD 112			
Supplier Payment	Check	28889	12/10/2025	106.36	UKG Kronos Systems LLC - Remit-To: Atlanta			
Supplier Payment	Check	28890	12/10/2025	15,000.00	United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558			
Supplier Payment	Check	28891	12/10/2025	6,069.46	Valentine NW LLC			
Supplier Payment	Check	28892	12/10/2025	137,342.00	Versalift Northwest, LLC			
Supplier Payment	Check	28893	12/10/2025	106.17	Vestis Group, Inc - Remit-To: Vestis - Pasadena			
Supplier Payment	Check	28894	12/10/2025	81.60	W.B. Sprague Co. Inc.			
Supplier Payment	Check	28895	12/10/2025	8,819.00	Washington State Bar Association - Remit-To: Washington State Bar Association			
Supplier Payment	Check	28896	12/10/2025	7,567.44	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver			
Supplier Payment	Check	28897	12/10/2025	1,083.68	Yakima County			
Supplier Payment	Check	28898	12/10/2025	2,347.78	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc			
Miscellaneous Payment	Check	28899	12/17/2025	46.00	ALEX KACHUR	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28900	12/17/2025	1,015.00	Allen Enterprises Inc.	Refund overpayment of Business License		
Miscellaneous Payment	Check	28901	12/17/2025	120.00	Arnada Neighborhood Association	2025 RecycleU		
Miscellaneous Payment	Check	28902	12/17/2025	46.00	CHANSOOK PHOMMA	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28903	12/17/2025	46.00	CHANTHAY PISAYGNANE	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28904	12/17/2025	258.00	Custom Summit Homes	DMO-379552 (jobsite: 17811 SE 38th St.)		
Miscellaneous Payment	Check	28905	12/17/2025	5.94	Dakota Durban	11.14.25 Concealed Weapon Refund		
Miscellaneous Payment	Check	28906	12/17/2025	41,984.95	Eleva Members LLC	CMI-334763 (jobsite: 19105 SE Brady Rd. Camas)		
Miscellaneous Payment	Check	28907	12/17/2025	155,771.13	Eleva Members LLC	CMI-329740 (jobsite: 19107 SE Brady Rd. Camas)		
Miscellaneous Payment	Check	28908	12/17/2025	133.55	Gulsen Rodriguez	Refund parking permit no longer needed. COV13625		
Miscellaneous Payment	Check	28909	12/17/2025	58.00	HENESSEY XAYBANHA	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28910	12/17/2025	72.00	KITA PHITHAVONG	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28911	12/17/2025	58.00	LIUBOV DUDNIC	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28912	12/17/2025	46.00	MANYCHANH SOUVANNAKANE	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28913	12/17/2025	46.00	MANYCHANH SOUVANNAKANE	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		

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INVOICE PAYMENTS REPORT

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Miscellaneous Payment	Check	28914	12/17/2025	58.00	NOUANDA PHITHAVONG	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28915	12/17/2025	46.00	PANH XAYBANHA	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28916	12/17/2025	46.00	PHONE PHOUTTHAVONG	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28917	12/17/2025	58.00	PIMPAN SHINNICK	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28918	12/17/2025	58.00	PIN SOMBOUN	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28919	12/17/2025	58.00	SVETLANA DZYUBAN	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28920	12/17/2025	46.00	TEVITA AFU	PER GARDEN TEAM FULL REFUND DUE TO EARLY CLEAN-UP ERROR		
Miscellaneous Payment	Check	28921	12/17/2025	700.00	Tri Tech Heating Inc	Damage Deposit Refund		
Ad Hoc Payment	Check	28922	12/17/2025	395.56	Adam or Jennifer Mcdonough	1019 SE 64TH CT ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28923	12/17/2025	956.31	Anderson,Kevin or Jill	7101 NE 126TH AVE ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28924	12/17/2025	214.91	Beaumont,Daniel or Hollie	13713 NE 64TH CIR ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28925	12/17/2025	66.33	Blackhurst,John	7704 NE 124TH AVE ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28926	12/17/2025	183.68	Boyse,Jimmy E	8520 NE 111TH AVE ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28927	12/17/2025	239.20	Byrd,Robert	13507 SE 37TH ST ,VANCOUVER,WA,98683		
Ad Hoc Payment	Check	28928	12/17/2025	305.84	Cardiel,Jazmin or Rodolfo	3317 T ST ,VANCOUVER,WA,98663		
Ad Hoc Payment	Check	28929	12/17/2025	208.93	Carter,Don	2002 NE 183RD AVE ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	28930	12/17/2025	82.05	CBC 1 LLC Operating,Ste 105	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28931	12/17/2025	34.80	Choate,Kelsey	12612 NE 45TH CIR ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28932	12/17/2025	695.64	Clift,Matthew	15106 NE 98TH CIR ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28933	12/17/2025	1,020.64	Community Foundation for SW WA	7909 NE 29TH ST ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28934	12/17/2025	579.84	DJ's Electrical Inc	123 HYDRANT AVE ,VANCOUVER,WA,98664		
Ad Hoc Payment	Check	28935	12/17/2025	100.00	Donald Vannostern	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28936	12/17/2025	227.55	Dufrain,Phyllis J	5919 NW GARFIELD AVE ,VANCOUVER,WA,98663		
Ad Hoc Payment	Check	28937	12/17/2025	122.36	Erik Serrano or Cinthia Cruz	9009 NE LEWIS DR ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28938	12/17/2025	89.00	Fleming,Arline	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28939	12/17/2025	348.31	Funk,Maria	15004 NE 7TH WAY ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	28940	12/17/2025	97.02	George P or Angel Z Avery	1921 E ST ,VANCOUVER,WA,98663		
Ad Hoc Payment	Check	28941	12/17/2025	22.13	Ginn,Richard	13811 SE 36TH ST ,VANCOUVER,WA,98683		
Ad Hoc Payment	Check	28942	12/17/2025	81.63	Hulin,Priscilla	2611 E 26TH ST ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28943	12/17/2025	358.83	J&J Builders LLC	10809 NE 102ND AVE ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28944	12/17/2025	281.00	Jane A Halcomb Trust	4910 NE 40TH AVE ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28945	12/17/2025	30.36	Jee Woong Hur	5015 NE 28TH AVE ,VANCOUVER,WA,98663		
Ad Hoc Payment	Check	28946	12/17/2025	51.57	Jenkins,Donald	12406 NE 37TH ST ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28947	12/17/2025	97.64	JMJ Properties Llc	3614 NE 135TH AVE ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28948	12/17/2025	175.00	Koopman,Donald W	6112 NW BERNIE DR ,VANCOUVER,WA,98663		
Ad Hoc Payment	Check	28949	12/17/2025	194.00	Korean Pagan or Angel Sanchez	1210 W 24TH ST ,VANCOUVER,WA,98660		
Ad Hoc Payment	Check	28950	12/17/2025	27.18	Korkalo,Roy	8702 NE 17TH ST ,VANCOUVER,WA,98664		
Ad Hoc Payment	Check	28951	12/17/2025	30.26	Kuehl,Jeffery R	7116 NE 134TH AVE ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28952	12/17/2025	176.29	Laura Miller or Alexandra Farrow	10900 NE 67TH ST ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28953	12/17/2025	402.36	Leeann or Neil Arthurs	17613 NE 38TH WAY ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28954	12/17/2025	14.00	Legacy 6 Inc	123 HYDRANT AVE ,VANCOUVER,WA,98664		
Ad Hoc Payment	Check	28955	12/17/2025	42.40	Mawer,James or Cynthia	13811 NE 64TH CIR ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28956	12/17/2025	54.09	McCarthy,Randall or Connie	13317 NE 93RD CIR ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28957	12/17/2025	165.11	Merrick,Cole	8500 NE 37TH CIR ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28958	12/17/2025	207.72	Minor,Carolyn	3112 SE 156TH AVE ,VANCOUVER,WA,98683		

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INVOICE PAYMENTS REPORT

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Ad Hoc Payment	Check	28959	12/17/2025	318.97	Neal,Doris	2812 NE 176TH AVE ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28960	12/17/2025	49.30	Nylund Inc	5713 NE 38TH ST ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28961	12/17/2025	28.45	Park,Michael	2115 NE 86TH AVE ,VANCOUVER,WA,98664		
Ad Hoc Payment	Check	28962	12/17/2025	352.39	Parry,Gillian or Jacob	5118 NE 76TH AVE ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28963	12/17/2025	58.00	Pickard,Arlene	1300 SE 181ST AVE ,VANCOUVER,WA,98683		
Ad Hoc Payment	Check	28964	12/17/2025	134.15	Putty,Andrew or Taylor	7501 NE 87TH ST ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28965	12/17/2025	43.32	Randall or Carol Cressman	405 NE 144TH AVE ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	28966	12/17/2025	83.83	Reese-Tillman,Luizer	9218 NE 91ST ST ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28967	12/17/2025	356.00	Reich,Nathan	2410 NE 182ND CT ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	28968	12/17/2025	95.97	Rigney,Daniel	5107 NW DANIELS ST ,VANCOUVER,WA,98663		
Ad Hoc Payment	Check	28969	12/17/2025	31.20	Robinson,Adam or Alexandra	3307 NE 164TH CT ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28970	12/17/2025	78.88	Robinwood Properties Inc	2703 NE 127TH AVE ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	28971	12/17/2025	73.44	Rockstrom,Violet	17803 NE 24TH ST ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	28972	12/17/2025	28.58	Sandahl,William	5101 NE 121ST AVE ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28973	12/17/2025	89.76	Shapiro,Kathryn D	17308 SE 25TH WAY ,VANCOUVER,WA,98683		
Ad Hoc Payment	Check	28974	12/17/2025	296.83	Simpson,Beverly D	3200 SE BALBOA DR ,VANCOUVER,WA,98683		
Ad Hoc Payment	Check	28975	12/17/2025	95.97	Simpson,Donnie R	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660		
Ad Hoc Payment	Check	28976	12/17/2025	226.58	Souders Family Trust	6908 NE 144TH CT ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28977	12/17/2025	224.23	Steven D or Karen A Olson	712 NE 159TH CT ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	28978	12/17/2025	691.00	Tammy Fergason or Brandice Cordell	12919 NE 52ND ST ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28979	12/17/2025	120.99	Tera Anderson or Jay Cushman	2016 NE 130TH AVE ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	28980	12/17/2025	86.11	The John W Eliot Revocable Trust	15907 SE 29TH ST ,VANCOUVER,WA,98683		
Ad Hoc Payment	Check	28981	12/17/2025	56.12	The Urszula Lulkiewicz Living Trust	17410 SE 17TH WAY ,VANCOUVER,WA,98683		
Ad Hoc Payment	Check	28982	12/17/2025	203.40	Tishkov,Alina or Vladmir	10512 NE 95TH AVE ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28983	12/17/2025	15.92	Tretter,Sheila	8400 NE 7TH ST ,VANCOUVER,WA,98664		
Ad Hoc Payment	Check	28984	12/17/2025	90.23	Van Delden,Joseph	9304 NE 96TH ST ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	28985	12/17/2025	253.96	Walters,David	4701 NE SHERIDAN DR ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	28986	12/17/2025	222.22	Wayne or William Rieger or Connie Taylor	3505 G ST ,VANCOUVER,WA,98663		
Ad Hoc Payment	Check	28987	12/17/2025	197.54	Wence,Kevin or Cassandra	7005 NE 149TH CT ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28988	12/17/2025	199.87	Wishard,Cheney	2209 F ST ,VANCOUVER,WA,98663		
Ad Hoc Payment	Check	28989	12/17/2025	113.82	WM Richard or Susan Cartney	13210 SE 7TH ST ,VANCOUVER,WA,98683		
Ad Hoc Payment	Check	28990	12/17/2025	327.65	Woodward,Henry	7701 NE 122ND AVE ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28991	12/17/2025	103.00	Writt,Rebecca	17300 NE 40TH ST ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	28992	12/17/2025	262.29	Wysong,Patricia	12509 NE 104TH WAY ,VANCOUVER,WA,98682		
Supplier Payment	Check	28993	12/17/2025	9,540.30	AAA Septic Services LLC			
Supplier Payment	Check	28994	12/17/2025	6,048.75	Afghan Associates Inc			
Supplier Payment	Check	28995	12/17/2025	5.60	Airgas, Inc			
Supplier Payment	Check	28996	12/17/2025	5,532.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta			
Supplier Payment	Check	28997	12/17/2025	6,406.14	Arborscape Ltd Inc			
Supplier Payment	Check	28998	12/17/2025	7,408.48	Axon Enterprises Inc			
Supplier Payment	Check	28999	12/17/2025	11,101.39	Brown & Wilson Partnership LLC			
Supplier Payment	Check	29000	12/17/2025	4,042.00	BSK Associates - Remit-To: Supplier BSK Associates			
Supplier Payment	Check	29001	12/17/2025	58,193.80	Bud Clary Chevrolet, Cadillac Inc			
Supplier Payment	Check	29002	12/17/2025	144.76	Carahsoft Technology			
Supplier Payment	Check	29003	12/17/2025	27,342.06	Car Toys, Inc.			
Supplier Payment	Check	29004	12/17/2025	4,085.45	Cascade Healthcare Services, LLC			
Supplier Payment	Check	29005	12/17/2025	647.02	Cellco Partnership - Remit-To: Cellco - Dallas			
Supplier Payment	Check	29006	12/17/2025	10,742.06	CFM Strategic Communications, Inc.			
Supplier Payment	Check	29007	12/17/2025	2,080.32	Chinook Restoration			
Supplier Payment	Check	29008	12/17/2025	94.00	City of Vancouver - Remit-To: COV Main			
Supplier Payment	Check	29009	12/17/2025	300.00	Clark County Fire District 5			
Supplier Payment	Check	29010	12/17/2025	43.39	Clark County Public Utility District No. 1			
Supplier Payment	Check	29011	12/17/2025	40.28	Clark County Public Utility District No. 1			
Supplier Payment	Check	29012	12/17/2025	63.14	Clark County Public Utility District No. 1			
Supplier Payment	Check	29013	12/17/2025	1,789.33	Clark County Public Utility District No. 1			
Supplier Payment	Check	29014	12/17/2025	442,033.34	Clark County Public Utility District No. 1			

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Supplier Payment	Check	29015	12/17/2025	522,573.72	Clark County - Remit-To: Clark County - Treasurer Vancouver			
Supplier Payment	Check	29016	12/17/2025	172,546.80	Clary Longview LLC			
Supplier Payment	Check	29017	12/17/2025	1,132.75	Columbia Resource Company			
Supplier Payment	Check	29018	12/17/2025	11,690.50	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston			
Supplier Payment	Check	29019	12/17/2025	6,513.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston			
Supplier Payment	Check	29020	12/17/2025	976.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston			
Supplier Payment	Check	29021	12/17/2025	4,000.00	Community in Motion			
Supplier Payment	Check	29022	12/17/2025	2,593.36	Core and Main LP - Remit-To: Core and Main LP			
Supplier Payment	Check	29023	12/17/2025	433.89	CUES Inc - Remit-To: CUES Inc - Cincinnati			
Supplier Payment	Check	29024	12/17/2025	3,512.56	D&H Flagging			
Supplier Payment	Check	29025	12/17/2025	8,704.00	EEG Enterprises			
Supplier Payment	Check	29026	12/17/2025	500.00	Ellsworth Neighborhood Association			
Supplier Payment	Check	29027	12/17/2025	300.00	ERF Company Inc			
Supplier Payment	Check	29028	12/17/2025	8,831.00	Erickson Structural Consulting Engineers			
Supplier Payment	Check	29029	12/17/2025	16,319.65	ESRI Inc - Remit-To: Los Angeles File 54630			
Supplier Payment	Check	29030	12/17/2025	190,508.80	ESRI Inc - Remit-To: Los Angeles PO Box			
Supplier Payment	Check	29031	12/17/2025	55,554.37	Evergreen ITS, Inc.			
Supplier Payment	Check	29032	12/17/2025	120.11	Fenton Transcription, LLC			
Supplier Payment	Check	29033	12/17/2025	6,333.75	Groundwater Solutions, Inc.			
Supplier Payment	Check	29034	12/17/2025	4,777.50	H&H Wood Recyclers			
Supplier Payment	Check	29035	12/17/2025	16,706.35	Harper Houf Peterson Righellis Inc			
Supplier Payment	Check	29036	12/17/2025	67,863.15	H D Fowler Company Inc			
Supplier Payment	Check	29037	12/17/2025	10,996.05	HDJ Design Group			
Supplier Payment	Check	29038	12/17/2025	15,019.69	Hispanic Metropolitan Chamber			
Supplier Payment	Check	29039	12/17/2025	356.99	Insight Public Sector, Inc.			
Supplier Payment	Check	29040	12/17/2025	81.61	J-2 Blueprint Supply Co.			
Supplier Payment	Check	29041	12/17/2025	4,593.75	Jane Tesner Kleiner			
Supplier Payment	Check	29042	12/17/2025	2,815.00	Jaypro Sports - Remit-To: Jaypro Sports			
Supplier Payment	Check	29043	12/17/2025	66.50	Joe Turner PC Municipal Hearings Official			
Supplier Payment	Check	29044	12/17/2025	945.00	Kramer Gehlen & Associates			
Supplier Payment	Check	29045	12/17/2025	28,196.17	L.N. Curtis & Sons			
Supplier Payment	Check	29046	12/17/2025	4,189.80	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle			
Supplier Payment	Check	29047	12/17/2025	2,662.11	Lakeyland Inc			
Supplier Payment	Check	29048	12/17/2025	1,332.50	Law, Lyman, Daniel, Kamerrer & Bogdanovich			
Supplier Payment	Check	29049	12/17/2025	855.17	Lincoln Aquatics			
Supplier Payment	Check	29050	12/17/2025	4,312.50	LK Weiss			
Supplier Payment	Check	29051	12/17/2025	40,707.02	LSW Architects PC			
Supplier Payment	Check	29052	12/17/2025	10,306.40	McFarlanes Bark Inc			
Supplier Payment	Check	29053	12/17/2025	600.00	Nagra & Atwal Corporation			
Supplier Payment	Check	29054	12/17/2025	877.50	Nancy Pionk Coaching and Consulting, LLC			
Supplier Payment	Check	29055	12/17/2025	5,358.34	National Park Service - Remit-To: National Park Service - Pearson Lease			
Supplier Payment	Check	29056	12/17/2025	45,378.50	Newco Inc.			
Supplier Payment	Check	29057	12/17/2025	200.00	Northwest Association of Community Development Managers			
Supplier Payment	Check	29058	12/17/2025	391.98	Northwest Natural Gas Company - Remit-To: NW Natural - Portland			
Supplier Payment	Check	29059	12/17/2025	1,816.73	One Call Concepts Inc			
Supplier Payment	Check	29060	12/17/2025	3,450.00	Overton Safety Training Inc			
Supplier Payment	Check	29061	12/17/2025	14,211.25	Parametrix, Inc			
Supplier Payment	Check	29062	12/17/2025	280.00	Porter W Yett Company			
Supplier Payment	Check	29063	12/17/2025	815.00	Portland Adventist Medical Center			
Supplier Payment	Check	29064	12/17/2025	495.00	Professional Translators and Multicultural Experts Inc			
Supplier Payment	Check	29065	12/17/2025	1,884.00	Public Safety Testing Inc			
Supplier Payment	Check	29066	12/17/2025	13.73	Qwest Corporation - Remit-To: CenturyLink - Phoenix			
Supplier Payment	Check	29067	12/17/2025	2,942.61	Qwest Corporation - Remit-To: Qwest Corp- Seattle			
Supplier Payment	Check	29068	12/17/2025	750.00	Rush Locates, LLC			
Supplier Payment	Check	29069	12/17/2025	8,688.00	SafeFire LLC			
Supplier Payment	Check	29070	12/17/2025	28,449.33	Scott Edwards Architecture LLP			
Supplier Payment	Check	29071	12/17/2025	22,913.28	SEA-WESTERN, INC.			
Supplier Payment	Check	29072	12/17/2025	3,198.72	Security Contractors Services			
Supplier Payment	Check	29073	12/17/2025	2,014.67	Shrums Pest Control			
Supplier Payment	Check	29074	12/17/2025	41,307.02	Software House International SHI - Remit-To: SHI - Dallas			

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Supplier Payment	Check	29075	12/17/2025	14,205.65	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago			
Supplier Payment	Check	29076	12/17/2025	0.84	State of Washington Department of Licensing - Remit-To: Notary Public Program			
Supplier Payment	Check	29077	12/17/2025	17,790.91	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305			
Supplier Payment	Check	29078	12/17/2025	25,692.21	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339			
Supplier Payment	Check	29079	12/17/2025	732.00	State of Washington State Patrol			
Supplier Payment	Check	29080	12/17/2025	15.10	Stericycle Inc - Remit-To: Shred-It			
Supplier Payment	Check	29081	12/17/2025	57,718.42	Summit Law Group			
Supplier Payment	Check	29082	12/17/2025	4,790.77	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena			
Supplier Payment	Check	29083	12/17/2025	3,497.92	SuperTrees Inc			
Supplier Payment	Check	29084	12/17/2025	1,260.00	Teragan & Associates Inc			
Supplier Payment	Check	29085	12/17/2025	23,757.50	Tiberius Solutions			
Supplier Payment	Check	29086	12/17/2025	3,401.09	Towing and Recovery Services, Inc.			
Supplier Payment	Check	29087	12/17/2025	1,322.14	Trilogy MedWaste West, LLC			
Supplier Payment	Check	29088	12/17/2025	4,680.72	Triple J Enterprises, Inc.			
Supplier Payment	Check	29089	12/17/2025	100.00	True Colors International Inc			
Supplier Payment	Check	29090	12/17/2025	149,428.10	Versalift Northwest, LLC			
Supplier Payment	Check	29091	12/17/2025	82.47	Vestis Group, Inc - Remit-To: Vestis - Pasadena			
Supplier Payment	Check	29092	12/17/2025	1,124.99	W.B. Sprague Co. Inc.			
Supplier Payment	Check	29093	12/17/2025	500.00	Walnut Grove PTA			
Supplier Payment	Check	29094	12/17/2025	3,365.97	Walter E Nelson Company			
Supplier Payment	Check	29095	12/17/2025	35,242.53	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver			
Supplier Payment	Check	29096	12/17/2025	15,219.21	Wex Bank			
Supplier Payment	Check	29097	12/17/2025	61,239.17	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas			
Supplier Payment	Check	29098	12/24/2025	5,408.50	Aflac			
Supplier Payment	Check	29099	12/24/2025	6,128.57	AFSCME Local #307			
Supplier Payment	Check	29100	12/24/2025	658.50	California State Disbursement Unit			
Supplier Payment	Check	29101	12/24/2025	2,533.50	Chapter 13 - Trustee			
Supplier Payment	Check	29102	12/24/2025	491.00	Hawaii SDU			
Supplier Payment	Check	29103	12/24/2025	780.65	IAM Local #1374			
Supplier Payment	Check	29104	12/24/2025	8,796.39	Life Insurance Company of North America			
Supplier Payment	Check	29105	12/24/2025	1,375.00	MFS Service Center Inc			
Supplier Payment	Check	29106	12/24/2025	125.00	OPEIU Local #11			
Supplier Payment	Check	29107	12/24/2025	6,283.64	OPEIU Local #11			
Supplier Payment	Check	29108	12/24/2025	851.00	Teamsters Local #58			
Supplier Payment	Check	29109	12/24/2025	350.00	UA Local #290			
Supplier Payment	Check	29110	12/24/2025	2,744.10	Western Conference of Teamsters			
Supplier Payment	Check	29111	12/24/2025	1,464.18	Western Metal Industry Pension Fund			
Miscellaneous Payment	Check	29112	12/24/2025	275.00	American Crown Circus, Inc.	Refund carnival deposit		
Miscellaneous Payment	Check	29113	12/24/2025	5,297.00	Gillespie Dentistry, LLC	Refund business license - Customer moved		
Miscellaneous Payment	Check	29114	12/24/2025	1,056.00	Go Wireless Inc	Refund Business License - Customer does not conduct business within City limits		
Miscellaneous Payment	Check	29115	12/24/2025	3,500.00	Ivan Zemanek	Claim Payment - DOI: 01/10/2023 - RISK		
Miscellaneous Payment	Check	29116	12/24/2025	54.52	Michael Harman	Refund parking permit COV14478		
Miscellaneous Payment	Check	29117	12/24/2025	795.00	Renita Keatly	Meterhood Refund		
Miscellaneous Payment	Check	29118	12/24/2025	16,770.00	Vancouver Specialty and Rehabilitative Care	Refund Business License Fees - Customer qualifies for FTE exemption		
Miscellaneous Payment	Check	29119	12/24/2025	195.00	Ventas Realty Limited Partnership	Refund duplicate payments to INV#77083043		
Ad Hoc Payment	Check	29120	12/24/2025	61.37	Brittany Barron or Aiden Fetters	5606 NE 65TH CT ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	29121	12/24/2025	202.24	Dennison,Milton	2707 NE 131ST CT ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	29122	12/24/2025	117.37	Gates,Melisa D	14007 NE 89TH CIR ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	29123	12/24/2025	250.00	Hansen,Kristen	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660		
Ad Hoc Payment	Check	29124	12/24/2025	155.17	Hiebert,Lavanda or Edwin	3211 E 17TH ST ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	29125	12/24/2025	1,956.84	Huang,Hui Ru	6406 NE 139TH CT ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	29126	12/24/2025	77.59	Kevin Bustos or Alejandra Boyles	3908 NE 131ST AVE ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	29127	12/24/2025	630.19	Langlois,Judith Ann	1907 NE 158TH AVE ,VANCOUVER,WA,98684		
Ad Hoc Payment	Check	29128	12/24/2025	149.73	Our Lady of Lourdes Church	5007 NW FRANKLIN ST ,VANCOUVER,WA,98663		
Ad Hoc Payment	Check	29129	12/24/2025	562.46	Schaffner,Thad or Cindy	16523 NE 45TH ST ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	29130	12/24/2025	56.71	The Estate of Dennis R Foran	6205 NE 47TH ST ,VANCOUVER,WA,98661		

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Ad Hoc Payment	Check	29131	12/24/2025	657.82	The Estate of Holly Gipson	10507 NE 90TH ST ,VANCOUVER,WA,98662		
Ad Hoc Payment	Check	29132	12/24/2025	69.70	The Estate of Patricia J Boots	1105 SE 99TH AVE ,VANCOUVER,WA,98664		
Ad Hoc Payment	Check	29133	12/24/2025	425.35	The Estate of Rosco Ira Pirtle	6704 KANSAS ST ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	29134	12/24/2025	68.99	The Willard and Jean Lamb Living Trust	4501 WILLAMETTE DR ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	29135	12/24/2025	121.21	Vancouver Housing Authority	12800 NE 36TH ST ,VANCOUVER,WA,98682		
Ad Hoc Payment	Check	29136	12/24/2025	306.00	Walter Healy Overstone or Renee Bryant	9020 BOULDER AVE ,VANCOUVER,WA,98664		
Ad Hoc Payment	Check	29137	12/24/2025	14.42	Warren,Peter or Barbara	5301 NE 68TH AVE ,VANCOUVER,WA,98661		
Ad Hoc Payment	Check	29138	12/24/2025	349.03	Wiersma,Jeremy Loren	11306 SE NANCY RD ,VANCOUVER,WA,98664		
Expense Payment	Check	29139	12/24/2025	37.25	Danny Rodriguez	Employee Reimbursement		
Supplier Payment	Check	29140	12/24/2025	28.00	Airgas, Inc			
Supplier Payment	Check	29141	12/24/2025	196.00	Allegiance Benefit Plan Management Inc (COBRA)			
Supplier Payment	Check	29142	12/24/2025	22,344.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta			
Supplier Payment	Check	29143	12/24/2025	47,982.09	AL VAN EQUIP NW INC			
Supplier Payment	Check	29144	12/24/2025	135.00	American Planning Association Oregon Chapter			
Supplier Payment	Check	29145	12/24/2025	272.00	American Sani-Can			
Supplier Payment	Check	29146	12/24/2025	2,369.43	American Society of Composers, Authors and Publishers			
Supplier Payment	Check	29147	12/24/2025	7,268.00	Arborscape Ltd Inc			
Supplier Payment	Check	29148	12/24/2025	759,714.89	Axon Enterprises Inc			
Supplier Payment	Check	29149	12/24/2025	28,360.00	Blue Tiger Leadership, LLC			
Supplier Payment	Check	29150	12/24/2025	290.00	Canine PT and Me, LLC			
Supplier Payment	Check	29151	12/24/2025	2,019.40	Carahsoft Technology			
Supplier Payment	Check	29152	12/24/2025	137.80	Cellco Partnership - Remit-To: Cellco - Dallas			
Supplier Payment	Check	29153	12/24/2025	10,742.06	CFM Strategic Communications, Inc.			
Supplier Payment	Check	29154	12/24/2025	182.37	Cintas			
Supplier Payment	Check	29155	12/24/2025	5,875.20	Clark County Gun Club			
Supplier Payment	Check	29156	12/24/2025	598,793.73	Clark County - Remit-To: Clark County - Treasurer Vancouver			
Supplier Payment	Check	29157	12/24/2025	258.79	Clifford & Martin, Inc			
Supplier Payment	Check	29158	12/24/2025	680.00	CODAs Plus			
Supplier Payment	Check	29159	12/24/2025	2,390.39	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry			
Supplier Payment	Check	29160	12/24/2025	19,173.18	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia			
Supplier Payment	Check	29161	12/24/2025	19,307.99	Community Mediation Services - Remit-To: Community Mediation Services - Vancouver			
Supplier Payment	Check	29162	12/24/2025	7,800.00	Concord Adult Care Home, LLC			
Supplier Payment	Check	29163	12/24/2025	36,720.00	Contech Engineered Solutions LLC			
Supplier Payment	Check	29164	12/24/2025	1,731.15	Core and Main LP - Remit-To: Core and Main LP			
Supplier Payment	Check	29165	12/24/2025	651.71	Deep Roots Pest and Wildlife Innovations LLC			
Supplier Payment	Check	29166	12/24/2025	3,926.08	Esix Sportswear			
Supplier Payment	Check	29167	12/24/2025	84,000.00	Evergreen Habitat for Humanity			
Supplier Payment	Check	29168	12/24/2025	4,900.00	Evergreen School District 114			
Supplier Payment	Check	29169	12/24/2025	9,000.00	FFA Architecture and Interiors, Inc			
Supplier Payment	Check	29170	12/24/2025	598.40	Fidelity National Title Co of Washington			
Supplier Payment	Check	29171	12/24/2025	41,438.40	Friends of Trees			
Supplier Payment	Check	29172	12/24/2025	613.07	Greystone Partners, Inc			
Supplier Payment	Check	29173	12/24/2025	364.45	Harold LeMay Enterprises			
Supplier Payment	Check	29174	12/24/2025	29,313.32	Herrera Environmental Consultants Inc			
Supplier Payment	Check	29175	12/24/2025	70,753.48	Howmedica Osteonics Corp			
Supplier Payment	Check	29176	12/24/2025	1,063.82	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh			
Supplier Payment	Check	29177	12/24/2025	3,000.00	Kindness 911			
Supplier Payment	Check	29178	12/24/2025	1,226.74	Kurita America Inc - Remit-To: US Water - Minneapolis			
Supplier Payment	Check	29179	12/24/2025	500.00	La Center United			
Supplier Payment	Check	29180	12/24/2025	150.00	Lester Griffin			
Supplier Payment	Check	29181	12/24/2025	33,891.95	Life Insurance Company of North America			
Supplier Payment	Check	29182	12/24/2025	3,125.00	LiT Consulting Inc			
Supplier Payment	Check	29183	12/24/2025	30,792.20	McFarlanes Bark Inc			
Supplier Payment	Check	29184	12/24/2025	604.18	MICHAEL KEVIN ANDERSON			
Supplier Payment	Check	29185	12/24/2025	2,475.00	New Day Arborist			
Supplier Payment	Check	29186	12/24/2025	24,600.00	Ogletree, Deakins, Nash, Smoak, and Stewart, P.C			
Supplier Payment	Check	29187	12/24/2025	3,974.46	Pallet PBC			

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Supplier Payment	Check	29188	12/24/2025	10,446.56	Passport Labs Inc. - Remit-To: Passport Labs Inc			
Supplier Payment	Check	29189	12/24/2025	35.00	Porter W Yett Company			
Supplier Payment	Check	29190	12/24/2025	4,080.00	Proforce Marketing Inc			
Supplier Payment	Check	29191	12/24/2025	4,296.00	Public Safety Testing Inc			
Supplier Payment	Check	29192	12/24/2025	6,525.34	Qwest Corporation - Remit-To: Qwest Corp- Seattle			
Supplier Payment	Check	29193	12/24/2025	13,824.00	Response Marketing Inc			
Supplier Payment	Check	29194	12/24/2025	7,968.09	RH2 Engineering, Inc.			
Supplier Payment	Check	29195	12/24/2025	5,738.00	ScanTastik Inc			
Supplier Payment	Check	29196	12/24/2025	1,887.69	SevenOaks Native Nursery LLC			
Supplier Payment	Check	29197	12/24/2025	10,786.72	Shrums Pest Control			
Supplier Payment	Check	29198	12/24/2025	4,412.00	SiteCrafting Inc			
Supplier Payment	Check	29199	12/24/2025	6,400.00	Sound Jury Consulting LLC			
Supplier Payment	Check	29200	12/24/2025	3,608.64	Southwest Clean Air Agency			
Supplier Payment	Check	29201	12/24/2025	67,523.98	Southwest Washington Humane Society			
Supplier Payment	Check	29202	12/24/2025	500.00	Southwest Washington Regional Health Alliance			
Supplier Payment	Check	29203	12/24/2025	3,451.90	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago			
Supplier Payment	Check	29204	12/24/2025	300.00	State of Washington Department of Licensing - Remit-To: Notary Public Program			
Supplier Payment	Check	29205	12/24/2025	601.52	State of Washington Department of Transportation - Remit-To: WADOT - 11018 NE 51st Cir.			
Supplier Payment	Check	29206	12/24/2025	10.36	Stericycle Inc - Remit-To: Shred-It			
Supplier Payment	Check	29207	12/24/2025	4,803.56	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena			
Supplier Payment	Check	29208	12/24/2025	2,000.00	Tattico LLC			
Supplier Payment	Check	29209	12/24/2025	12,320.08	Technical Imaging Systems Inc.			
Supplier Payment	Check	29210	12/24/2025	7,500.00	Trauma Intervention Programs			
Supplier Payment	Check	29211	12/24/2025	8,692.47	Triple J Enterprises, Inc.			
Supplier Payment	Check	29212	12/24/2025	5,184.14	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc			
Supplier Payment	Check	29213	12/24/2025	7,500.00	Vancouver Ballet Forklorico			
Supplier Payment	Check	29214	12/24/2025	15,856.84	Vancouver Watersheds Council			
Supplier Payment	Check	29215	12/24/2025	106.17	Vestis Group, Inc - Remit-To: Vestis - Pasadena			
Supplier Payment	Check	29216	12/24/2025	81.60	W.B. Sprague Co. Inc.			
Supplier Payment	Check	29217	12/24/2025	1,242.45	Walter E Nelson Company			
Supplier Payment	Check	29218	12/24/2025	16,729.01	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver			
Supplier Payment	Check	29219	12/24/2025	21,080.00	West Coast Fire & Rescue			
Supplier Payment	Check	29220	12/24/2025	124,753.48	West Yost & Associates Inc.			
			Check	**6,189,816.42**				
Expense Payment	Direct Deposit	EFT-00328956	12/11/2025	84.30	Daniel O'Meara	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328957	12/11/2025	238.69	Bryan Edmiston	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328958	12/11/2025	264.70	Patricia Thompson	Employee Reimbursement		
Cash Advance Payment	Direct Deposit	EFT-00328959	12/11/2025	232.50	David Henderson	Travel Advance		
Expense Payment	Direct Deposit	EFT-00328960	12/11/2025	187.00	Tyler Klement	Employee Reimbursement		
Cash Advance Payment	Direct Deposit	EFT-00328961	12/11/2025	232.50	Brent Giles	Travel Advance		
Expense Payment	Direct Deposit	EFT-00328962	12/11/2025	250.00	DJ Maguire	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328963	12/11/2025	103.96	Ryan Knox	Employee Reimbursement		
Cash Advance Payment	Direct Deposit	EFT-00328964	12/11/2025	473.00	Zachory Martin	Travel Advance		
Cash Advance Payment	Direct Deposit	EFT-00328965	12/11/2025	232.50	Kate Jenkins	Travel Advance		
Expense Payment	Direct Deposit	EFT-00328966	12/11/2025	206.00	William Lamkin	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328967	12/11/2025	229.02	Jason Olson	Employee Reimbursement		
Cash Advance Payment	Direct Deposit	EFT-00328968	12/11/2025	430.00	Jake Carlow	Travel Advance		
Expense Payment	Direct Deposit	EFT-00328969	12/11/2025	117.60	Gary Grimes	Employee Reimbursement		
Cash Advance Payment	Direct Deposit	EFT-00328970	12/11/2025	473.00	Justin Reiner	Travel Advance		
Expense Payment	Direct Deposit	EFT-00328971	12/11/2025	179.99	Kyle Peters	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328972	12/11/2025	189.99	Cody Beebe	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328973	12/11/2025	124.00	Timothy Benack	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328974	12/11/2025	47.32	John Zundel	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328975	12/11/2025	119.00	Austin Douglas	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328976	12/11/2025	234.45	Jim Bullinger	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328977	12/11/2025	270.47	Michael Schelling	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328978	12/11/2025	154.00	Sawyer James	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328979	12/11/2025	288.06	Daniel Mattson	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328980	12/11/2025	1,026.10	Dareen Thielbar	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328981	12/11/2025	250.00	Eric Phillips	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328982	12/11/2025	119.53	John Kendall	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00328983	12/11/2025	48.95	John Scukanec	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329113	12/18/2025	138.56	Kristine Olinger	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329114	12/18/2025	167.55	Scott Gillis	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329115	12/18/2025	79.50	Tristan Crawford	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329116	12/18/2025	50.84	Matthew Hanns	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329117	12/18/2025	300.00	Matt Hinshaw	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329118	12/18/2025	138.90	James Stockton	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329119	12/18/2025	230.00	Kevin Kearns	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329120	12/18/2025	250.00	Lam Vuong	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329121	12/18/2025	269.36	Steve Wilson	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329122	12/18/2025	93.87	Kyle Ballhorn	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329123	12/18/2025	227.46	Nikki Chen	Employee Reimbursement		

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Expense Payment	Direct Deposit	EFT-00329124	12/18/2025	45.00	Laura Shepard	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329125	12/18/2025	608.26	Meredith Fox	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329126	12/18/2025	250.00	Andrew Evans	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329127	12/18/2025	567.23	Shane LaBeck	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329128	12/18/2025	205.57	Jeffrey Coad	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329129	12/18/2025	173.25	John Honrath	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00329130	12/18/2025	50.00	Tyler Kesterson	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331143	12/26/2025	156.36	Ty Stober	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331144	12/26/2025	322.18	Frank Dick	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331145	12/26/2025	239.36	Lance Leedom	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331146	12/26/2025	206.71	Tobiah Scott	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331147	12/26/2025	322.12	Katherine Kelly	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331148	12/26/2025	538.23	Jessica Hild	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331149	12/26/2025	386.00	Matt Hinshaw	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331150	12/26/2025	112.56	Diana Perez	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331151	12/26/2025	388.64	Branden Werry	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331152	12/26/2025	610.00	Anthony Tortorici	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331153	12/26/2025	154.54	John Renner	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331154	12/26/2025	27.00	Suzanne Hebert	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331155	12/26/2025	210.17	Michael Permin	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331156	12/26/2025	162.68	Danick Gershun	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331157	12/26/2025	752.57	Rainy Rau	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331158	12/26/2025	240.50	Anthony Collins	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331159	12/26/2025	79.50	Austin Wilson	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00331160	12/26/2025	119.00	Christopher Scott	Employee Reimbursement		
			Direct Deposit	**15,680.10**				
Supplier Payment	EFT	EFT-00328951	12/10/2025	1,293.36	Vancouver Command Guild			
Supplier Payment	EFT	EFT-00328952	12/10/2025	225.79	Legal Shield			
Supplier Payment	EFT	EFT-00328953	12/10/2025	33,510.93	IAFF Local #452			
Supplier Payment	EFT	EFT-00328954	12/10/2025	20,588.75	Allegiance Benefit Plan Management Inc (COBRA)			
Supplier Payment	EFT	EFT-00328955	12/10/2025	12,516.59	Vancouver Police Officer Guild			
Supplier Payment	EFT	EFT-00328984	12/11/2025	158,660.45	Jeffrey D. Barrar, PS			
Supplier Payment	EFT	EFT-00328985	12/11/2025	10,900.00	Andrews Terry Jeffers LLP			
Supplier Payment	EFT	EFT-00328986	12/11/2025	138,234.03	Del Sol Inc			
Supplier Payment	EFT	EFT-00328987	12/11/2025	5,700.00	Courtney R. Mendoza			
Supplier Payment	EFT	EFT-00328988	12/11/2025	6,528.00	Better Air Northwest, LLC			
Supplier Payment	EFT	EFT-00328989	12/11/2025	17,417.06	George Elevator Service LLC			
Supplier Payment	EFT	EFT-00328990	12/11/2025	6,478.78	Elite Truck School, Inc			
Supplier Payment	EFT	EFT-00328991	12/11/2025	61,148.53	Live Love Outreach			
Supplier Payment	EFT	EFT-00328992	12/11/2025	1,874,055.21	Tapani Inc			
Supplier Payment	EFT	EFT-00328993	12/11/2025	4,955.85	Distinctive Landscape LLC			
Supplier Payment	EFT	EFT-00328994	12/11/2025	36,273.30	IGM Technology Corp.			
Supplier Payment	EFT	EFT-00328995	12/11/2025	59.56	Gap Supply - Remit-To: GAP Supply			
Supplier Payment	EFT	EFT-00328996	12/11/2025	28,305.00	Do Good Multnomah			
Supplier Payment	EFT	EFT-00328997	12/11/2025	1,071.00	Allegiance Benefit Plan Management Inc (Pension and Flex).			
Supplier Payment	EFT	EFT-00328998	12/11/2025	6,249.21	Western Water Works Supply Co Inc			
Supplier Payment	EFT	EFT-00328999	12/11/2025	10,151.45	Copiers Northwest Inc.			
Supplier Payment	EFT	EFT-00329000	12/11/2025	18,000.00	Azavar Audit Solutions, Inc.			
Supplier Payment	EFT	EFT-00329001	12/11/2025	977.79	CoStar Reality Information Inc.			
Supplier Payment	EFT	EFT-00329002	12/11/2025	17,254.99	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources			
Supplier Payment	EFT	EFT-00329003	12/11/2025	52,929.55	Holt Services Inc			
Supplier Payment	EFT	EFT-00329004	12/11/2025	19,655.85	Bacon Collision & Reconditioning, LLC			
Supplier Payment	EFT	EFT-00329005	12/11/2025	1,125.00	SC Beholdings LLC			
Supplier Payment	EFT	EFT-00329006	12/11/2025	991.26	Emerald Services Inc - Remit-To: Emerald - Dallas TX			
Supplier Payment	EFT	EFT-00329007	12/11/2025	1,520.00	BAE Urban Economics, Inc.			
Supplier Payment	EFT	EFT-00329008	12/11/2025	11,751.94	Bound Tree Medical LLC			
Supplier Payment	EFT	EFT-00329009	12/11/2025	400.00	Rotschy Inc			
Supplier Payment	EFT	EFT-00329010	12/11/2025	5,883.20	Vancouver Farmers Market Association			
Supplier Payment	EFT	EFT-00329011	12/11/2025	103,168.82	Terex USA LLC			
Supplier Payment	EFT	EFT-00329012	12/11/2025	55,157.11	YWCA Clark County			
Supplier Payment	EFT	EFT-00329013	12/11/2025	34,830.81	Metro Overhead Door Inc			
Supplier Payment	EFT	EFT-00329014	12/11/2025	942,380.28	Cascade Fire Equipment Corp			
Supplier Payment	EFT	EFT-00329015	12/11/2025	2,349.50	Terracon Consultants Inc - Remit-To: Terracon Consultans Inc			
Supplier Payment	EFT	EFT-00329016	12/11/2025	606.84	ConvergeOne Inc			
Supplier Payment	EFT	EFT-00329017	12/11/2025	15,364.26	Work Right NW			
Supplier Payment	EFT	EFT-00329018	12/11/2025	1,971.60	State of Washington Consolidated Technology Services			
Supplier Payment	EFT	EFT-00329019	12/11/2025	50,000.00	Proud Ground			
Supplier Payment	EFT	EFT-00329020	12/11/2025	3,904.65	Fourth Plain Forward			
Supplier Payment	EFT	EFT-00329021	12/11/2025	29,976.71	Duke's Root Control Inc.			
Supplier Payment	EFT	EFT-00329022	12/11/2025	3,286.03	Retail Lockbox Inc			
Supplier Payment	EFT	EFT-00329023	12/11/2025	8,118.80	Cascadia Partners LLC			
Supplier Payment	EFT	EFT-00329024	12/11/2025	281,761.79	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC			
Supplier Payment	EFT	EFT-00329025	12/11/2025	415,408.99	Midway Underground LLC			
Supplier Payment	EFT	EFT-00329026	12/11/2025	21,428.57	Stellar J Corporation			
Supplier Payment	EFT	EFT-00329027	12/11/2025	505,775.69	Halme Excavating Inc			
Supplier Payment	EFT	EFT-00329028	12/11/2025	20,986.00	Colf Construction LLC			
Supplier Payment	EFT	EFT-00329131	12/18/2025	235,386.20	Mark43 Inc.			
Supplier Payment	EFT	EFT-00329132	12/18/2025	1,798.50	Otak Inc			
Supplier Payment	EFT	EFT-00329134	12/18/2025	6,399.44	Waxie's Enterprises Inc			

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Supplier Payment	EFT	EFT-00329135	12/18/2025	3,000.00	Everyday Maintenance and Custodial Services			
Supplier Payment	EFT	EFT-00329136	12/18/2025	21,861.64	Fehr & Peers			
Supplier Payment	EFT	EFT-00329137	12/18/2025	41,420.50	PBS Engineering and Environmental Inc			
Supplier Payment	EFT	EFT-00329138	12/18/2025	3,789.51	Distinctive Landscape LLC			
Supplier Payment	EFT	EFT-00329139	12/18/2025	59,241.15	Halbert Construction Services LLC			
Supplier Payment	EFT	EFT-00329140	12/18/2025	5,513.12	HDR Engineering, Inc - Remit-To: HDR Engineering - Chicago			
Supplier Payment	EFT	EFT-00329141	12/18/2025	11,546.08	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources			
Supplier Payment	EFT	EFT-00329142	12/18/2025	2,660.71	Accurate Investigation Services			
Supplier Payment	EFT	EFT-00329143	12/18/2025	4,731.93	Life-Assist Inc			
Supplier Payment	EFT	EFT-00329144	12/18/2025	364.45	Metro Overhead Door Inc			
Supplier Payment	EFT	EFT-00329145	12/18/2025	9,959.45	Vancouver Housing Authority			
Supplier Payment	EFT	EFT-00329146	12/18/2025	20,155.20	J & J Roofing and Construction			
Supplier Payment	EFT	EFT-00329147	12/18/2025	3,993.88	Canopy Wellbeing			
Supplier Payment	EFT	EFT-00329148	12/18/2025	2,821.92	Fourth Plain Forward			
Supplier Payment	EFT	EFT-00329149	12/18/2025	49,630.00	United Site Services of Nevada, Inc.			
Supplier Payment	EFT	EFT-00329150	12/18/2025	149.93	Gap Supply - Remit-To: GAP Supply			
Supplier Payment	EFT	EFT-00329151	12/18/2025	598.40	George Elevator Service LLC			
Supplier Payment	EFT	EFT-00329152	12/18/2025	1,550.23	Loomis Armored US LLC			
Supplier Payment	EFT	EFT-00329153	12/18/2025	24,209.37	Consor North America Inc - Remit-To: Consor North America Inc			
Supplier Payment	EFT	EFT-00329154	12/18/2025	9,159.87	MacKay Sposito Inc			
Supplier Payment	EFT	EFT-00329155	12/18/2025	414.19	Commonstreet Consulting, LLC			
Supplier Payment	EFT	EFT-00329156	12/18/2025	2,651.57	Bound Tree Medical LLC			
Supplier Payment	EFT	EFT-00329157	12/18/2025	107,560.50	Lakeside Industries Inc			
Supplier Payment	EFT	EFT-00329158	12/18/2025	1,373,420.51	Nutter Corporation			
Supplier Payment	EFT	EFT-00329159	12/18/2025	7,009.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco			
Supplier Payment	EFT	EFT-00329160	12/18/2025	2,389.00	BAE Urban Economics, Inc.			
Supplier Payment	EFT	EFT-00329161	12/18/2025	45,511.20	Absolute Software, Inc			
Supplier Payment	EFT	EFT-00329162	12/18/2025	5,996.78	Solid Waste Systems			
Supplier Payment	EFT	EFT-00329163	12/18/2025	258.00	Rapid Response Bio Clean Inc.			
Supplier Payment	EFT	EFT-00329164	12/18/2025	1,289,097.28	TCF Architecture, PLLC			
Supplier Payment	EFT	EFT-00329165	12/18/2025	9,204.54	Magnet Forensics, LLC			
Supplier Payment	EFT	EFT-00329166	12/18/2025	600.00	Rotschy Inc			
Supplier Payment	EFT	EFT-00329167	12/18/2025	941,730.48	Cascade Fire Equipment Corp			
Supplier Payment	EFT	EFT-00329168	12/18/2025	50,000.00	Hough Foundation			
Supplier Payment	EFT	EFT-00329169	12/18/2025	2,718.91	RELX Inc. - Remit-To: LexisNexis - Chicago			
Supplier Payment	EFT	EFT-00329170	12/18/2025	17,295.07	Harry's Key Service Inc			
Supplier Payment	EFT	EFT-00329171	12/18/2025	2,500.00	The Amy VanCamp Experience LLC			
Supplier Payment	EFT	EFT-00329172	12/18/2025	327.49	Lasko Printing Specialties Inc			
Supplier Payment	EFT	EFT-00329173	12/18/2025	440.00	KFPro, Inc			
Supplier Payment	EFT	EFT-00329174	12/18/2025	2,023.67	Key Code Media, Inc			
Supplier Payment	EFT	EFT-00329175	12/18/2025	1,080.00	Rock Creek Communications, LLC			
Supplier Payment	EFT	EFT-00329176	12/18/2025	122.41	Limeade, Inc			
Supplier Payment	EFT	EFT-00329177	12/18/2025	1,950.00	MaryLou Iverson			
Supplier Payment	EFT	EFT-00329178	12/18/2025	158,698.17	Del Sol Inc			
Supplier Payment	EFT	EFT-00329179	12/18/2025	13,600.29	HDR Engineering, Inc			
Supplier Payment	EFT	EFT-00329180	12/18/2025	40.00	Performance Occupational Health Services, LLC			
Supplier Payment	EFT	EFT-00329181	12/18/2025	116,897.53	Operations Management International Inc			
Supplier Payment	EFT	EFT-00329182	12/18/2025	26,171.67	State of Washington Auditor's Office			
Supplier Payment	EFT	EFT-00329183	12/18/2025	4,090.88	JRT Mechanical Inc			
Supplier Payment	EFT	EFT-00329184	12/18/2025	600.00	Andrew Prochniak			
Supplier Payment	EFT	EFT-00331138	12/24/2025	12,762.47	Vancouver Police Officer Guild			
Supplier Payment	EFT	EFT-00331139	12/24/2025	177.87	Legal Shield			
Supplier Payment	EFT	EFT-00331140	12/24/2025	33,329.87	IAFF Local #452			
Supplier Payment	EFT	EFT-00331141	12/24/2025	20,239.74	Allegiance Benefit Plan Management Inc (COBRA)			
Supplier Payment	EFT	EFT-00331142	12/24/2025	1,293.36	Vancouver Command Guild			
Supplier Payment	EFT	EFT-00331161	12/26/2025	5,486.81	Distinctive Landscape LLC			
Supplier Payment	EFT	EFT-00331162	12/26/2025	5,370.25	PBS Engineering and Environmental Inc			
Supplier Payment	EFT	EFT-00331163	12/26/2025	5,120.00	Sharon Svec			
Supplier Payment	EFT	EFT-00331164	12/26/2025	32,577.02	Metro Overhead Door Inc			
Supplier Payment	EFT	EFT-00331165	12/26/2025	4,500.00	GT Bladeworks, Inc.			
Supplier Payment	EFT	EFT-00331166	12/26/2025	7,165.50	Walker Consultants, Inc			
Supplier Payment	EFT	EFT-00331167	12/26/2025	5,565.12	Pacific Drain Services LLC			
Supplier Payment	EFT	EFT-00331168	12/26/2025	34,542.02	Council for the Homeless			
Supplier Payment	EFT	EFT-00331169	12/26/2025	4,000.00	Columbia West Engineering			
Supplier Payment	EFT	EFT-00331170	12/26/2025	207,019.42	Vancouver Housing Authority			
Supplier Payment	EFT	EFT-00331171	12/26/2025	23,046.39	Work Right NW			
Supplier Payment	EFT	EFT-00331172	12/26/2025	19,159.00	S&F Land Services, LLC			

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Supplier Payment	EFT	EFT-00331173	12/26/2025	18,750.00	Vancouver Downtown Association			
Supplier Payment	EFT	EFT-00331174	12/26/2025	14,098.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco			
Supplier Payment	EFT	EFT-00331175	12/26/2025	495.00	Richard Davis			
Supplier Payment	EFT	EFT-00331176	12/26/2025	10,071.75	AMS Planning & Research Corp			
Supplier Payment	EFT	EFT-00331177	12/26/2025	54.15	MedTox Laboratories, Inc.			
Supplier Payment	EFT	EFT-00331178	12/26/2025	560.00	Coffman Engineers Inc			
Supplier Payment	EFT	EFT-00331179	12/26/2025	4,190.04	HDR Engineering, Inc			
Supplier Payment	EFT	EFT-00331180	12/26/2025	6,100.00	Andrew Prochniak			
Supplier Payment	EFT	EFT-00331181	12/26/2025	54,704.10	Pacific Landscape Services Inc			
Supplier Payment	EFT	EFT-00331182	12/26/2025	143,065.44	First Forty Feet LLC			
Supplier Payment	EFT	EFT-00331183	12/26/2025	3,917.98	George Elevator Service LLC			
Supplier Payment	EFT	EFT-00331184	12/26/2025	14,677.00	Rapid Response Bio Clean Inc.			
Supplier Payment	EFT	EFT-00331185	12/26/2025	3,030.00	Jasmine Alayadhi			
Supplier Payment	EFT	EFT-00331186	12/26/2025	60,000.00	Fourth Plain Forward			
Supplier Payment	EFT	EFT-00331187	12/26/2025	118,265.36	Halbert Construction Services LLC			
Supplier Payment	EFT	EFT-00331188	12/26/2025	83.73	Detection Instruments Corp			
Supplier Payment	EFT	EFT-00331189	12/26/2025	25,395.26	Share			
Supplier Payment	EFT	EFT-00331190	12/26/2025	225.00	Martha M. Baumgarten			
Supplier Payment	EFT	EFT-00331191	12/26/2025	150.00	Mark Frazier			
Supplier Payment	EFT	EFT-00331192	12/26/2025	150.00	Cindy Reed			
Supplier Payment	EFT	EFT-00331193	12/26/2025	13,690.94	Jacobs Engineering Group Inc			
Supplier Payment	EFT	EFT-00331194	12/26/2025	225.00	Red Sea Road Consulting LLC			
Supplier Payment	EFT	EFT-00331195	12/26/2025	14,500.00	Arbutus Consulting LLC			
Supplier Payment	EFT	EFT-00331196	12/26/2025	65,280.00	BlueScope Construction Inc.			
Supplier Payment	EFT	EFT-00331197	12/26/2025	65,190.74	Live Love Outreach			
Supplier Payment	EFT	EFT-00331198	12/26/2025	145,580.18	Outsiderinn.org			
Supplier Payment	EFT	EFT-00331199	12/26/2025	868.75	TMC Contractors LLC			
Supplier Payment	EFT	EFT-00331200	12/26/2025	95,285.72	Do Good Multnomah			
Supplier Payment	EFT	EFT-00331201	12/26/2025	446,015.66	Rotschy Inc			
Supplier Payment	EFT	EFT-00331202	12/26/2025	8,405.79	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources			
Supplier Payment	EFT	EFT-00331203	12/26/2025	404.26	Lasko Printing Specialties Inc			
Supplier Payment	EFT	EFT-00331204	12/26/2025	1,360.00	Cyclomedia Technology Inc			
Supplier Payment	EFT	EFT-00331205	12/26/2025	290.58	Praxair Distribution Inc			
Supplier Payment	EFT	EFT-00331206	12/26/2025	4,105.00	MAKERS architecture and urban design LLP			
Supplier Payment	EFT	EFT-00331207	12/26/2025	460.00	Universal Field Services Inc			
Supplier Payment	EFT	EFT-00331208	12/26/2025	9,886.84	Contract Land Staff LLC			
Supplier Payment	EFT	EFT-00331209	12/26/2025	757.00	Terracon Consultants Inc - Remit-To: Terracon Consultans Inc			
Supplier Payment	EFT	EFT-00331210	12/26/2025	101,500.00	MacKay Sposito Inc			
Supplier Payment	EFT	EFT-00331211	12/26/2025	1,689,658.65	Operations Management International Inc			
Supplier Payment	EFT	EFT-00331212	12/26/2025	6,801.78	Waxie's Enterprises Inc			
Supplier Payment	EFT	EFT-00331213	12/26/2025	6,300.00	Clarity Consulting Partners, LLC			
Supplier Payment	EFT	EFT-00331214	12/26/2025	29,319.50	Consor North America Inc - Remit-To: Consor North America Inc			
Supplier Payment	EFT	EFT-00331215	12/26/2025	1,935.00	SC Beholdings LLC			
Supplier Payment	EFT	EFT-00331216	12/26/2025	7,964.16	Oregon Rifleworks LLC			
Supplier Payment	EFT	EFT-00331217	12/26/2025	38.06	Ziply Fiber			
Supplier Payment	EFT	EFT-00331218	12/26/2025	32,999.23	State of Washington Department of Enterprise Services			
Supplier Payment	EFT	EFT-00331219	12/26/2025	969,917.47	Cascade Fire Equipment Corp			
Supplier Payment	EFT	EFT-00331220	12/26/2025	40.00	Performance Occupational Health Services, LLC			
Supplier Payment	EFT	EFT-00331221	12/26/2025	9,067.50	Consolidated Electrical Distribution			
Supplier Payment	EFT	EFT-00331222	12/26/2025	4,675.00	JCI Jones Chemicals, Inc.			
Supplier Payment	EFT	EFT-00331223	12/26/2025	6,876.16	Ferguson Enterprises - Remit-To: Ferguson - Dallas			
Supplier Payment	EFT	EFT-00331224	12/26/2025	70.00	Brad Piesch Aggressive Enterprises, Inc			
Supplier Payment	EFT	EFT-00331225	12/26/2025	75.00	Amy Lynn Roark			
Supplier Payment	EFT	EFT-00331226	12/26/2025	25,616.00	Clark EMS Physicians, LLC			
Supplier Payment	EFT	EFT-00331227	12/26/2025	397.18	Petris LLC			
Supplier Payment	EFT	EFT-00331228	12/26/2025	626.46	Wapiti NW LLC			
Supplier Payment	EFT	EFT-00331229	12/26/2025	25,862.82	Sarkinen Plumbing, Inc.			
Supplier Payment	EFT	EFT-00331230	12/26/2025	5,369.28	Better Air Northwest, LLC			
Supplier Payment	EFT	EFT-00331231	12/26/2025	82.78	McKesson Medical Surgical Inc			
Supplier Payment	EFT	EFT-00331232	12/26/2025	5,250.00	BCE Engineers, Inc.			
Supplier Payment	EFT	EFT-00331233	12/26/2025	28,567.72	Wallis Engineering PLLC - Remit-To: Wallis Engineering			
Supplier Payment	EFT	EFT-00331234	12/26/2025	30,503.66	Power Systems West LLC			
Supplier Payment	EFT	EFT-00331235	12/26/2025	41,682.11	Kennedy Jenks Consultants, Inc.			
			EFT	**14,568,469.63**				

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
Supplier Payment	Manual Wire		12/5/2025	221.19	Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: COBRA			
Supplier Payment	Manual Wire		12/8/2025	125.41	Keybank National Association			
Supplier Payment	Manual Wire		12/10/2025	6,332.98	Washington SDU			
Supplier Payment	Manual Wire		12/10/2025	356,653.14	International City Management Association Retirement Corporation			
Supplier Payment	Manual Wire		12/10/2025	33,975.00	Vancouver Firefighters Union Health & Welfare Trust			
Supplier Payment	Manual Wire		12/10/2025	27,875.00	Washington State Firefighters			
Supplier Payment	Manual Wire		12/10/2025	7,462.89	Western States Health & Welfare Trust			
Supplier Payment	Manual Wire		12/10/2025	586.00	Oregon SDU			
Supplier Payment	Manual Wire		12/10/2025	60,791.81	State of Washington Department of Retirement Systems (DRS)			
Procurement Card Payment	Manual Wire		12/10/2025	643,308.90	CoV JPM Procurement Card			
Supplier Payment	Manual Wire		12/11/2025	7,394.00	KFPro, Inc			
Supplier Payment	Manual Wire		12/11/2025	213,020.96	Blue Cross Blue Shield of Oregon			
Supplier Payment	Manual Wire		12/11/2025	18,403.50	Washington Dental Service			
Supplier Payment	Manual Wire		12/11/2025	189.00	Colorado Department of Revenue			
Supplier Payment	Manual Wire		12/11/2025	1,813,500.08	Internal Revenue Service			
Supplier Payment	Manual Wire		12/12/2025	74,417.44	Liberty Mutual Group Inc.			
Supplier Payment	Manual Wire		12/12/2025	15,561.68	Bank Of America N.A. - Remit-To: Charlotte NC			
Supplier Payment	Manual Wire		12/12/2025	61,399.09	State of Oregon Department of Revenue			
Supplier Payment	Manual Wire		12/15/2025	813,784.66	State of Washington Department of Retirement Systems (DRS)			
Supplier Payment	Manual Wire		12/15/2025	963.57	JP Morgan Chase Bank, N.A.			
Supplier Payment	Manual Wire		12/16/2025	152.95	Bank Of America N.A. - Remit-To: Account Analysis			
Supplier Payment	Manual Wire		12/16/2025	413,399.94	Kaiser Permanente - Remit-To: Kaiser Permanente			
Supplier Payment	Manual Wire		12/17/2025	267,708.45	Clark County - Remit-To: Clark County - Treasurer Vancouver			
Supplier Payment	Manual Wire		12/17/2025	5,096.13	Superion, LLC			
Supplier Payment	Manual Wire		12/17/2025	69,886.84	Paymentus Corporation			
Supplier Payment	Manual Wire		12/18/2025	133.33	Bank Of America N.A. - Remit-To: Charlotte NC			
Supplier Payment	Manual Wire		12/18/2025	298,151.56	Blue Cross Blue Shield of Oregon			
Supplier Payment	Manual Wire		12/18/2025	21,827.95	Washington Dental Service			
Supplier Payment	Manual Wire		12/19/2025	31,393.40	Liberty Mutual Group Inc.			
Supplier Payment	Manual Wire		12/19/2025	7,106.49	Washington Dental Service			
Supplier Payment	Manual Wire		12/19/2025	1,669.80	VSP Vision Care Inc			
Supplier Payment	Manual Wire		12/19/2025	94,903.56	Blue Cross Blue Shield of Oregon			
Supplier Payment	Manual Wire		12/22/2025	125,206.16	Amwins Group, Inc.			
Supplier Payment	Manual Wire		12/23/2025	2,127.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit			
Supplier Payment	Manual Wire		12/24/2025	363,784.50	International City Management Association Retirement Corporation			
Supplier Payment	Manual Wire		12/24/2025	7,417.62	Western States Health & Welfare Trust			
Supplier Payment	Manual Wire		12/24/2025	27,625.00	Washington State Firefighters			
Supplier Payment	Manual Wire		12/24/2025	33,924.53	Vancouver Firefighters Union Health & Welfare Trust			
Supplier Payment	Manual Wire		12/24/2025	6,357.98	Washington SDU			
Supplier Payment	Manual Wire		12/24/2025	586.00	Oregon SDU			
Supplier Payment	Manual Wire		12/24/2025	100.00	KFPro, Inc			
Supplier Payment	Manual Wire		12/24/2025	56,845.96	State of Washington Department of Retirement Systems (DRS)			
Supplier Payment	Manual Wire		12/24/2025	77,383.35	Liberty Mutual Group Inc.			
Supplier Payment	Manual Wire		12/26/2025	1,340,885.43	Internal Revenue Service			
Supplier Payment	Manual Wire		12/26/2025	189.00	Colorado Department of Revenue			
			Manual Wire	**7,409,829.23**				28,183,795.38
			Checks	**6,189,816.42**				28,183,795.38
			Direct Deposit	**15,680.10**				
			EFT	**14,568,469.63**				
			12/15/2025	42,043.45	City Payments	Posted 12-08-25 to 12-14-25		
			12/22/2025	4,610.24	City Payments	Posted 12-15-25 to 12-21-25		
			12/29/2025	9,366.42	City Payments	Posted 12-22-25 to 12-28-25		
			Hansen Total	**56,020.11**				
			12/15/2025	944.00	Miscellanous	Parks Class Refunds FCC 12-08-25 to 12-14-25		
			12/15/2025	339.00	Miscellanous	Parks Class Refunds MCC 12-08-25 to 12-14-25		

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo		
			12/22/2025	1,362.43	Miscellanous	Parks Class Refunds FCC 12-15-25 to 12-21-25		
			12/22/2025	2,165.00	Miscellanous	Parks Class Refunds MCC 12-15-25 to 12-21-25		
			12/29/2025	600.00	Miscellanous	Parks Class Refunds FCC 12-22-25 to 12-28-25		
			12/29/2025	1,237.00	Miscellanous	Parks Class Refunds MCC 12-22-25 to 12-28-25		
			VISA Total	**6,647.43**				
			Payroll Total	**9,557,382.92**				
			GRAND TOTAL	**37,803,845.84**				

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City of Vancouver
Payroll Council Report
December 08, 2025 - December 28, 2025

Check No.	Date	Explanation	Amount	
3167 - 3181	12/10/25	December 10th Payroll	$	2,732.43
327020 - 328950	12/10/25	December 10th Direct Deposits	$	5,157,783.72
329111	12/12/25	Missed PTO Cashout	$	1,707.13
3096	10/24/25	Misprint Original - Unable to Cash	$	(263.58)
329112	12/15/25	Replace Check 3096	$	263.58
3182 - 3196	12/24/25	December 24th Payroll	$	4,026.53
329192 - 331137	12/24/25	December 24th Direct Deposits	$	4,391,133.11

$ 9,557,382.92