Vancouver City Council

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

City Council Meeting Agenda
June 15, 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 onCVTV cable channels 23 / HD 323 and on www.cvtv.org.

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

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

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**: Email comments to the City Council until 12:00 p.m. June 15, 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 June 15, 2026. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on June 15, 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.

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

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

Community Forum Pre-Planning
(Approximately 30 minutes)

Joy Fowler, Engagement and Access Director, William Cooley, Community Engagement Manager, Joy.Fowler@cityofvancouver.us, william.cooley@cityofvancouver.us

Council Dinner / Executive Session Re: Reviewing the Performance of a Public Employee (RCW 42.30.110(1)(g)) (5:30 - 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 - June 8, 2026

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. Construction Acceptance - ITB 25-28: Luepke Center HVAC Replacement

Staff Report: 121-26

Request: On Monday, June 15, 2026, accept the Luepke Center HVAC Replacement and authorize release of the contractor's retainage, subject to receipt of all documentation required by law.

Wyatt Jones, Capital Projects Project Manager, Julia Denton, Senior Procurement Specialist, Wyatt.Jones@cityofvancouver.us, julie.denton@cityofvancouver.us

2. Contract Amendment - Safe Stay Community Operator (Kiggins Village) - C-101254

Staff Report: 122-26

Request: On Monday, June 15, 2026, authorize the City Manager, or designee, to execute Amendment No. 4 to contract C-101254 between the City of Vancouver and Do Good Multnomah. Increase the not-to-exceed amount by $342,197 to a total of $3,758,595 and extend the termination date to September 30, 2026.

Jamie Spinelli, Homeless Response Manager, Kimbra Ledbetter, Financial Analyst, jamie.spinelli@cityofvancouver.us, Kimbra.Ledbetter@cityofvancouver.us

3. Contract Amendment - Safe Park Service Provider - C-101967

Staff Report: 123-26

Request: On Monday, June 15, 2026, authorize the City Manager, or designee, to execute

Amendment No. 1 to contract C-101967 between the City of Vancouver and Live Love Outreach. Increase the not-to-exceed amount by $984,644 to a total of $1,948,592.

Jamie Spinelli, Homeless Response Manager, Kimbra Ledbetter, Financial Analyst, jamie.spinelli@cityofvancouver.us, Kimbra.Ledbetter@cityofvancouver.us

4. Contract Amendment - Sixth Amendment to with General Contractor/Construction Manager Contract with Skanska Construction for New Public Works Operations Campus - C-101991

Staff Report: 124-26

Request: On Monday, June 15, 2026, authorize the City Manager, or designee, to execute Amendment No. 6 to contract C-101991 between the City of Vancouver and Skanska Construction. Increase the not-to-exceed amount by $1,014,793 to a total of $19,702,788.

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

5. Contract Spending Threshold Increase - Ammunition Purchase for Vancouver Police Department - C-101550

Staff Report: 125-26

Request:

On Monday, June 15, 2026, authorize the City Manager or their designee to continue to purchase ammunition from San Diego Police Equipment of San Diego, CA, under Washington State Contract #22422, up to a maximum of $600,000 through December 31, 2028.

Daphine Harris, Police Business Services Manager, daphine.harris@cityofvancouver.us

6. Contract Spending Threshold Increase - CryWolf Contract for Vancouver Police Department - C-101168

Staff Report: 126-26

Request: On Monday, June 15, 2026, authorize the City Manager, or designee, to increase the spending threshold for the CryWolf contract by 200,000, up to a maximum of $500,000 through May 31, 2027.

Daphine Harris, Police Business Services Manager, daphine.harris@cityofvancouver.us

7. Interlocal Agreement Between the City of Vancouver and Clark County to Provide Representation at Probable Cause Hearings

Staff Report: 127-26

Request: On Monday, June 15, 2026, authorize the City Manager, or designee, to enter into

Interlocal Agreement with Clark County, on behalf of City of Vancouver, to provide representation during probable cause hearings occurring on weekends and holidays.

Curtis Burns, Assistant City Attorney, Curtis.Burns@cityofvancouver.us

8. Approval of the Claim Vouchers

Request: Approve claim vouchers for June 15, 2026.

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. Transportation Improvement Program (TIP) Public Hearing and Adoption

A RESOLUTION adopting the City of Vancouver's Comprehensive Six-Year Transportation Improvement Program for 2027-2032 and the City's Arterial Street System and Classification Map.

Staff Report: 128-26

Request: On Monday, June 15, 2026, finalize and approve the resolution to adopt the City of Vancouver Comprehensive Six-Year Transportation Improvement Program for 2027-2032 and the City's Arterial Street System and Classification Map.

Kate Drennan, Transportation Planning Program Manager, Ryan Lopossa, Streets and Transportation Manager, kate.drennan@cityofvancouver.us, ryan.lopossa@cityofvancouver.us

10. Ordinance Amending Vancouver Municipal Code 14.26 Water Resources Protection

AN ORDINANCE relating to water resources protection by establishing development regulations and minimum standards to reduce the risks of contaminants entering water resources amending sections 14.26.100, 14.26.110, 14.26.112, 14.26.130 and 14.26.135 and adding section 14.26.137 of the Vancouver Municipal Code (VMC).

Staff Report: 119-26

Request: On Monday, June 15, 2026, upon second reading and a public hearing, finalize and approve the ordinance.

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

11. Ordinance Amending Vancouver Municipal Code (VMC) Section 7.04.020 "Pedestrian Interference"

AN ORDINANCE of the City of Vancouver amending Vancouver Municipal Code Section 7.04.020 "Pedestrian Interference"; providing for severability; and setting an effective date.

Staff Report: 105-26

Request: On Monday, June 15, 2026, upon second reading and a public hearing, finalize and approve the ordinance.

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

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

City Hall South Parking Lot

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.



CITY OF Vancouver WASHINGTON

Community Forum: Preparation

Joy Fowler
Engagement and Access Director

William Cooley
Community Engagement Manager

June 15, 2026



Agenda

- Community Forum Expected Outcomes
- Q2 Forum Specifics
- Plan for Next Week's Forum
- Discussion

Community Forum Outcomes

Increase engagement:

- Foster a sense of community

Build trust:

- Listen, learn and reflect together

Validate community contributions:

- Gather community questions, ideas and insights



Community forum specifics

- Forum will be held from 6:30 to 8 p.m. at the Vancouver Arts Hub, 1007 E Mill Plain Blvd.; doors open at 6 p.m.
- Conversation topic will be: Environmentally Sustainable City
- Community feedback will help inform updates to the Climate Action Framework



Agenda for the June 22 Community Forum

Time	Activity	Person Responsible
3:30 – 4 p.m.	Rental company staff deliver and set up tables and chairs	Event rental staff, Arts Hub staff and City staff
5 p.m.	Additional staff arrive to set up for Council dinner	City staff
6 p.m.	Doors open to community	Staff and community
6:30 p.m.	Council Community Forum begins: • Mayor provides warm welcome • Facilitators lead brief table introduction • Community members take part in small-group table discussions	Council, staff, facilitators and community
8 p.m.	Forum ends; close the Arts Hub by 8:30 p.m.	Staff

Meeting expectations

Across conversations, facilitators will remind participants to:

- **Communicate respectfully**: Allow others to speak and listen without interruption
- **Be aware of time**: Speak for 1-2 minutes at a time, so everyone has a chance to share
- **Stay on topic**: Discussions should be focused on the designated topics for each table group
- **Be an active participant**: All participants are encouraged to listen, ask questions and contribute their thoughts and ideas

Draft discussion questions

- What do you love about Vancouver that you want to pass on to future generations?
- When you think about climate change, what are you concerned about?
- Thinking 15 years into the future, what would it look like if we're successful in addressing Vancouver's climate needs?
- The City has identified many actions to help us address climate change. As we plan for the future, what would you like our community to focus on?



Discussion/Questions

Thank You



Joy Fowler
Engagement and Access Director
joy.fowler@cityofvancouver.us

William Cooley
Community Engagement Manager
william.cooley@cityofvancouver.us

Climate Action in Vancouver



Vancouver is taking action to protect people, cut emissions, and build a safer, more resilient future. The City is working toward becoming carbon neutral by 2040.

To guide this work, we are updating our Climate Action Framework, a plan for reducing emissions and responding to climate change. We want to hear from you- scan the QR code or visit our website to learn how you can get involved!

Learn about the Climate Plan Update at:

cityofvancouver.us/climate

Climate action progress snapshot

Planted **4,660 native plants** via Naturespaces projects engaging **750 volunteers**

Distributed **$1.48 million** to low-income households for energy efficiency improvements

Added or improved **76,000 feet of bike lanes** throughout Vancouver in 2025

18+ energy efficiency projects completed or underway at City facilities

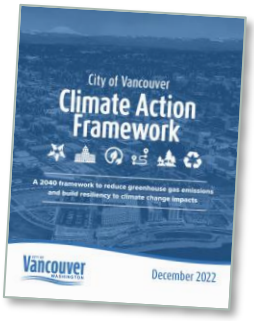
100% of City diesel vehicles run on renewable plant-based diesel fuel

Adopted **14 Green Building Policies** to ensure future climate friendly development

Visit **cityofvancouver.us/climate** to sign up for our newsletter and receive updates on ways to get involved.

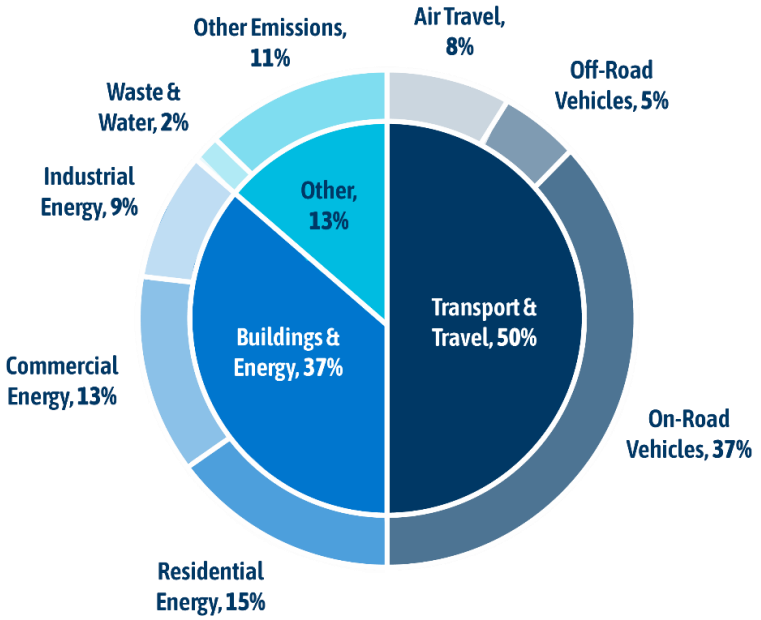
2022-2026 Climate Action Framework

The Climate Action Framework identifies the largest sources of greenhouse gas emissions from both City operations and the broader community, and outlines strategies to reduce them.



The chart to the right shows where community emissions come from. The strategies below highlight ways to make progress together. View the full Climate Action Framework at **cityofvancouver.us/climate**.

Community Emissions (2023)



Focus Area	Strategy
Equity & Green Economy	• Enhance resilience of overburdened communities • Build a more community-driven, circular economy • Support growth of the green technology workforce
Buildings & Energy	• Increase use and storage of renewable energy while reducing consumption • Decarbonize homes, businesses, and other buildings
Transportation & Land Use	• Create neighborhoods that support clean transportation • Shift driving trips to clean, active modes of transportation • Decarbonize and electrify vehicles
Natural Systems	• Increase carbon storage in trees, vegetation, and soil • Improve ecosystem resilience • Conserve water resources
Solid Waste & Wastewater	• Require recycling and organic material management • Zero out wastewater emissions
City Governance	• Mainstream sustainability across City operations • Reduce vehicle trips by City employees • Encourage environmentally friendly purchases

To share questions or comments, email:
rebecca.small@cityofvancouver.us

This work is supported by funding from the WA Department of Commerce via Washington's Climate Commitment Act.

FUNDED BY WASHINGTON'S CLIMATE COMMITMENT ACT

Meeting Design for June 22 Council Community Forum

Goal for Attendees

Content Goals: Participants will learn more about community and neighborhood needs, reflecting together about how our community can prepare for a more climate conscious future.

Participants will listen and learn together about how the City and community partners are working together to address climate change.

Participants will share their experiences, ideas, priorities and hopes for the future.

Experiential Goals: Participants will feel that their hopes, ideas, questions and concerns are valued by the City Council.

Participants will deepen their capacity to have positive, informed and transformational conversations in the future.

Logistics

Timing: 6:30 to 8 pm on Monday, June 22, 2026
- Council dinner at 6 p.m.
- Community forum starts around 6:35 pm, following opening remarks

Location: Vancouver Arts Hub, 1007 E Mill Plain Blvd, Vancouver, WA 98663

Table Assignments

Tables located throughout the second floor of the Arts Hub:
- Table 1: Councilor Erik Paulsen
- Table 2: Councilor Diana Perez
- Table 3: Councilor Kim Harless
- Table 4: Mayor Pro Tem Sarah Fox
- Table 5: Councilor Bart Hansen
- Table 6: Councilor Ty Stober
- Circulating/listening across conversations: Mayor Anne McEnerny-Ogle

Additional table space will be available for overflow or community members who want to talk about a separate topic. We will encourage all community members to take part in the discussion about climate action. If community members have a climate question, please raise your hand. Rebecca Small, Lexi Farina and Zeke Wells from the climate team will be able to assist.

Facilitators

William Cooley will serve as the lead forum facilitator. Independent facilitators from PointNorth will help manage the conversation and take notes at each table. Facilitator assignments include:

- Table 1: Brian Stebbins
- Table 2: Cadie Dye
- Table 3: Kim Sogge
- Table 4: Kimberly Webb
- Table 5: Megan Elliott
- Table 6: Lauren Garetto

Overflow tables:
- Table 7: Robert Arreola
- Table 8: Samantha Codi Walker

Council Community Forum Agenda

Time	Item	Responsible
3:30 – 4 pm	Tables are and chairs are delivered to the Arts Hub; staff finish set up for greeting table and space for Council dinner	LGS Events and Party Rental, Arts Hub staff and City staff
6 pm	Doors open • Staff greet community members as they arrive and share information about tonight's forum	Council and staff
6:30 pm	Community Forum begins • William makes a brief announcement, asking people to take their seats and reminding them that the community forum is starting • Mayor Anne McEnerny-Ogle provides a warm welcome, thanking participants for coming and encouraging everyone to take part in the discussion • William briefly reviews the agenda before turning things over to the table facilitators	William Cooley, Mayor Anne McEnerny-Ogle
6:35 – 6:50	Introductions and opening discussion • Facilitators welcome participants and review the conversation agreements (copies will be on each table) • Facilitators lead brief introductions, asking each participant to share their name and the neighborhood that they live in • When everyone has had a chance to share, the facilitator will invite each person to take turns responding to the introductory prompt: Opening discussion During tonight's discussion, we want to think about our community today and our hopes for the future. To start us off, let's each take turns answering this opening question: **What do you love about Vancouver that you want to pass on to future generations?** Facilitators lead a debrief and encourage the group to reflect more deeply through follow-up questions. • Can you tell us a little more about that? • Why is that important to you? Facilitations will invite the group to discuss our three main questions below and take notes, as the group shares. Facilitators will help guide the conversation, as needed, by asking optional follow-up questions. Extension questions are also included, in case the group would like to go deeper on a topic.	Table facilitators, community members and City Councilors

	*While we would like everyone to discuss all three questions, please allow groups to spend additional time on any topic that they feel particularly passionate about.	

6:50 – 7:50 pm	Whole-group discussion
	Question #1:
	When you think about climate change, what are you concerned about?
	Extension questions:
	• A few people mentioned that _____ was a concern for them. Can you tell us a bit more about why that is important to you?
	• How, if at all, are climate issues affecting you and people you know right now?
	• What is going well or not well / where are we falling short?
	Question #2:
	Thinking 15 years into the future, what would it look like if we're successful in addressing Vancouver's climate needs?
	Extension questions:
	• What will success look like in our community?
	  ○ What will be different than today?
	  ○ What will be the same?
	Question #3:
	The City has identified many actions to help us address climate change. As we plan for the future, what would you like our community to focus on?
	Extension questions:
	• Why are these actions / topics important to you?
	• What else do we need to do to make our desired future a reality?
	• What other actions would you like to see our community take?
		Table facilitators, community members and City Councilors

7:50 pm	Closing reflection • Facilitators will invite participants and City Councilors to share any closing thoughts or reflections. • Remind participants to fill out their feedback forms and to share any written comments with the City Council	Table facilitators, community members and City Councilors
8 pm	Event ends; staff pack up; close doors to the Arts Hub by 8:30 pm	Arts Hub staff and City staff

June 8, 2026

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

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

The City Council Meeting was held on 6/8/2026 at 5:00 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

Workshops were conducted in person in the Aspen Room 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-06-08-26-2026061004/

Arts Hub Design Process Update
(Approximately 1 hour)

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

Staff led Council through a discussion of the Arts Hub Design Process 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-06-08-26-2026061005/

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 - May 18, 2026

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to approve the Meeting Minutes of May 18, 2026.

Minutes - June 1, 2026

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve the Meeting Minutes of June 1, 2026.

Proclamations

Ride Transit Month

Mayor McEnerny-Ogle read and presented a proclamation to Leann Caver, C-TRAN CEO, proclaiming June 2026, as Ride Transit Month.

Tourette Syndrome Awareness Month

Mayor McEnerny-Ogle read and presented a proclamation to Liam James MacMahon, Volunteer Leader for Tourette's Association of America, proclaiming May 15–June 15, 2026, as Tourette Syndrome Awareness Month.

Community Communication

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

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

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

Consent Agenda

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

Council pulled items 8 and 9 for discussion.

Motion by Councilmember Stober, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-7 and 10-15 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Item 8 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Item 9 on the Consent Agenda.

1. Contract Award - Enterprise Agreement (EA) for GIS Software and Services with Environmental Systems Research Institute, Inc. (Esri)

Staff Report: 113-26

Request: On Monday, June 8, 2026, authorize the City Manager, or designee, to execute an enterprise agreement between the City of Vancouver and Esri for an estimated amount not to exceed $392,912.

Amandeep Singh, GIS and Data Manager, Patrick Gilbride, IT Director, Aman.Singh@cityofvancouver.us, patrick.gilbride@cityofvancouver.us

Motion approved the request.

2. Contract Amendment – Sixth Amendment to Design Contract with TCF Architecture for New Public Works Operations Campus – C-101028

Staff Report: 114-26

Request: On Monday, June 8, 2026, authorize the City Manager, or designee, to execute Amendment No. 6 to contract C-101028 between the City of Vancouver and TCF Architecture. Increase the not-to-exceed amount by $2,131,499 to a total of $17,505,385.

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

Motion approved the request.

3. Contract Amendment – Fifth Amendment to with General Contractor/Construction Manager Contract with Skanska Construction for New Public Works Operations Campus – C-101991

Staff Report: 115-26

Request: On Monday, June 8, 2026, authorize the City Manager, or designee, to execute Amendment No. 5 to contract C-101991 between the City of Vancouver and Skanska Construction. Increase the not-to-exceed amount by $3,765,891 to a total of $18,687,995.

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

Motion approved the request.

4. Lease Amendment - Sixth Amendment to Office Lease with Apple, Inc.

Staff Report: 116-26

Request: On Monday, June 8, 2026, approve and ratify the attached Sixth Amendment to the office lease between the City of Vancouver and Apple, Inc. and authorize the City Manager, or designee, to execute the agreement.

Linda Carlson, Property Management Specialist, linda.carlson@cityofvancouver.us

Motion approved the request.

5. Lease Agreement - Slocum House

Staff Report: 117-26

Request: On Monday, June 8, 2026, approve and ratify the attached Slocum House Lease Agreement between the City of Vancouver and Vancouver Farmer's Market and authorize the City Manager, or designee, to execute the agreement.

Linda Carlson, Property Management Specialist, linda.carlson@cityofvancouver.us

Motion approved the request.

6. Lease Agreement - City of Vancouver and Clark County Historical Society

Staff Report: 118-26

Request: On Monday, June 8, 2026, approve and ratify the attached agreement between the City of Vancouver and Clark County Historical Society for the operation of the Clark County Historical Museum, and authorize the City Manager, or designee, to execute the agreement.

Linda Carlson, Property Management Specialist, linda.carlson@cityofvancouver.us

Motion approved the request.

7. Ordinance Amending Vancouver Municipal Code 14.26 Water Resources Protection

AN ORDINANCE relating to water resources protection by establishing development regulations and minimum standards to reduce the risks of contaminants entering water resources amending sections 14.26.100, 14.26.110, 14.26.112, 14.26.130 and 14.26.135 and adding section 14.26.137 of the Vancouver Municipal Code (VMC).

Staff Report: 119-26

Request: On Monday, June 8, 2026, advance the ordinance, setting the date for the second reading and public hearing for Monday, June 15, 2026.

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

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

Motion approved the request.

8. Ordinance Amending Vancouver Municipal Code (VMC) Section 7.04.020 "Pedestrian Interference"

AN ORDINANCE of the City of Vancouver amending Vancouver Municipal Code Section 7.04.020 “Pedestrian Interference”; providing for severability; and setting an effective date.

Staff Report: 105-26

Request: On Monday, June 8, 2026, approve the ordinance on first reading, setting date of second reading and public hearing for June 15, 2026.

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

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

Motion approved the request.

9. Interim Control Ordinance Suspending Collection of Evergreen School District Impact Fees

AN ORDINANCE adopting an interim official control pursuant to RCW 36.70A.390 relating to the Evergreen School District Capital Facilities Plan adopted as part of the City of Vancouver Comprehensive Plan in accordance with VMC 20.915.060 and imposing a moratorium on the calculation and collection of school impact fees by the City of Vancouver for Evergreen School District under Vancouver Municipal Code 20.915.060 for the duration of six months, based on and adopting certain findings of fact justifying this action, and establishing an immediate effective date.

Staff Report: 120-26

Request: On Monday, June 8, 2026, adopt an interim control ordinance suspending the Evergreen School District Capital Facilities Plan currently adopted in the City's Comprehensive Plan and imposing a six-month moratorium on the City's collection of Evergreen School District Impact Fees on all residential development within the district boundaries, effective immediately and subject to final Council action following a public hearing to be held no later than 60 days from June 8, 2026.

Chad Eiken, Community Development Director, Rebecca Rude, Deputy City Attorney, chad.eiken@cityofvancouver.us, becky.rude@cityofvancouver.us

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

Motion approved Ordinance M-4534.

10. Aviation Advisory Committee Appointment

Request: On Monday, June 8, 2026, reappoint Brittany Sulitzer and appoint Joanne Landry to full-term positions with terms beginning immediately and expiring June 30, 2029, on the Aviation Advisory Committee.

Subcommittee 2

Motion approved the request.

11. Clark County Historic Preservation Commission Appointment

Request: On Monday, June 8, 2026, reappoint Rob Thomas and John Zingale to full-term positions representing the city seats on the Clark County Historic Preservation Committee, with a term beginning June 30, 2026, and expiring June 30, 2029.

Subcommittee 2

Motion approved the request.

12. Lodging Tax Advisory Committee Appointment

Request: On Monday, June 8, 2026, appoint Luke Geisel and Angie Hildebrant to mid-term generator positions on the Lodging Tax Advisory Committee with terms beginning immediately, and expiring December 31, 2027.

Subcommittee 1

Motion approved the request.

13. Transportation and Mobility Commission Appointment

Request: On Monday, June 8, 2026, appoint Rick Perez Keniston to a mid-term position for a person who has experience in the freight industry on the Transportation and Mobility Commission, with a term beginning immediately, and expiring December 31, 2027.

Subcommittee 2

Motion approved the request.

14. Urban Forestry Commission Appointment

Request: On Monday, June 8, 2026, reappoint Jamie Beyer and Ammaar Akhtar to positions that would begin June 30, 2026, and expire June 30, 2030, and appoint Bianca Gonzalez to a mid-term position that would begin immediately and expire June 30, 2029.

Subcommittee 1

Motion approved the request.

15. Approval of the Claim Vouchers

Request: Approve claim vouchers for June 8, 2026.

Motion approved claim vouchers in the amount of $5,410,100.65.

Communications

A. From the Council

B. From the Mayor

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.

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

- Marlece Watson, Vancouver
- James Schram, Vancouver
- Crystal Davis, Vancouver

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

Adjournment

7:13 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Lisa Brandl, 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
Cc: Drennan, Kate
Subject: FW: Submission: Contact City Council
Date: Monday, June 8, 2026 10:44:17 AM

Testimony 6-8

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: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Friday, June 5, 2026 2:34 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: Contact City Council

Contact the City Council

Name
Marlece Watson
Email
[redacted]
Phone
5039399952
Address
[redacted] Vancouver, WA 98683 United States Map It
Subject
Share an Opinion of a City project or Initiative
Choose Recipient
All the Council
Message

Safety along Evergreen Highway for Project 0741. I want to share my slides that I will be discussing during the June 8th meeting, documenting the people hurt along our road in the last 5 years.

PDF enclosed below.

File

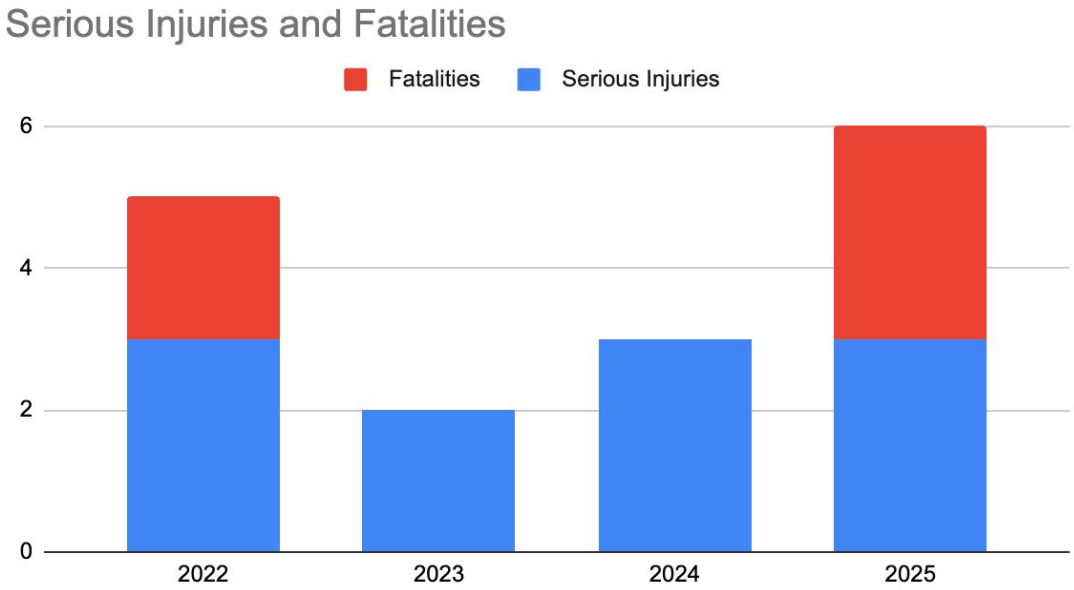
- Safety-Presentation-6_26.pdf



Evergreen Highway Safety Analysis
TIP Project 0741

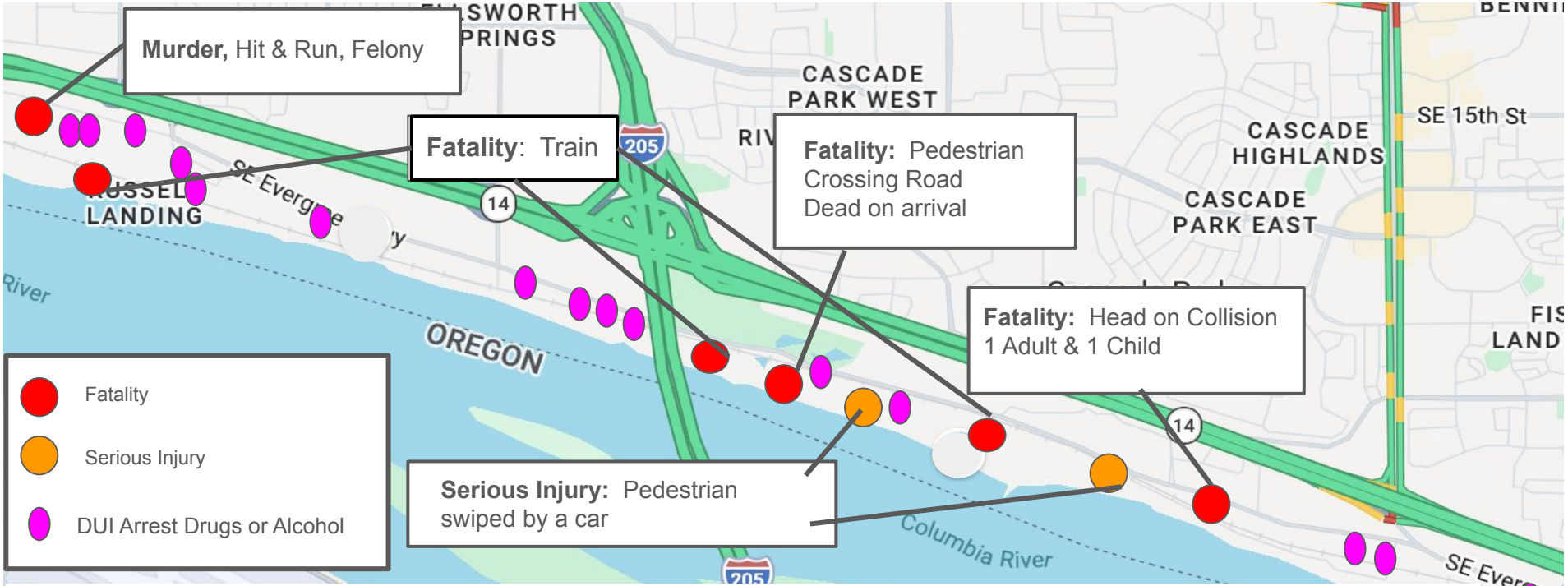
Evergreen Highway Serious Injuries & Fatalities 2022-2025

(Does Not Include Train Accidents)



Source: Vancouver Police Records, Wp: Washington State Patrol, collision Analysis Tool, Collision Date Range: 1/1/2022 - 12/30/2025, City of Vancouver, WSDOT Crash Data:https://remoteapps.wsdot.wa.gov/highwaysafety/collision/data/portal/public/

Severe Accidents, Fatalities & DUI on Evergreen Highway 2020-2025 (DUI for 2025 not represented)



Source: Vancouver Police Records, Wp: Washington State Patrol, collision Analysis Tool, Collision Date Range: 1/1/2022 - 12/30/2025, City of Vancouver, WSDOT Crash Data:https://remoteapps.wsdot.wa.gov/highwaysafety/collision/data/portal/public// Federal Railroad Administration office of Safety Analysis: https://safetydata.fra.dot.gov/officeofsafety/publicsite/query/AccidentByStateRailroad.aspx

PROJECT ID: TRANS-0741

2027-2032 TRANSPORTATION IMPROVEMENT PROGRAM

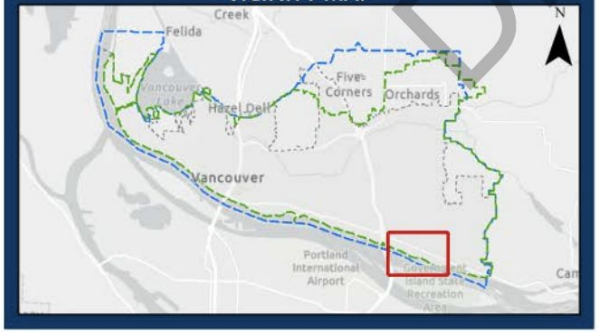
Project: Evergreen Hwy. Pathway - Columbia Springs to SE 164th Ave.

Project Extent: SE Silver Springs Dr. **To:** SE 164th Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Active Transportation
Project Status:	Active
Funding Status:	Unfunded

PROJECT

Description:
Upgrade roadway with 6 to 10 foot pedestrian pathway, a priority east-west pedestrian and mobility lane corridor. (Outside 6-year horizon)

Justification:
Substandard Roadway and shoulder conditions, priority east/west pedestrian and bicycle corridor. Originated from Clark County Parks and Recreation Scenic Evergreen Trail Plan (1994), Evergreen Highway Trail Project Scoping Report (2009), and Evergreen Corridor Management Strategy (2016).

Priority Score:
Funded, unfunded projects outside the 6-year horizon, and programs were not scored.

LEGEND

- Sanitary Sewer Projects
- Surface Water Projects
- Transportation Project
- Water Projects
- SCIP Projects
- Sewer Utility Service Boundary
- Water Utility Service Boundary
- City Limits
- Project Area

FUNDING & SCHEDULE

Project Number: TBD

Grant Funded: No

Grant Amount: $

Total Project Cost: $7,000,000

Start of Const. (year): Unknown

DRAFT

*All project timing will be dependent on coordination with other departments including streets, pavement management, wastewater, water, and surface water.
**Utility CIP projects (WTR-XXX, SS-XXX, SW-XXX, SCIP-XXX) can be found in the 6 Year Public Works Capital Improvement Plan (CIP) document.

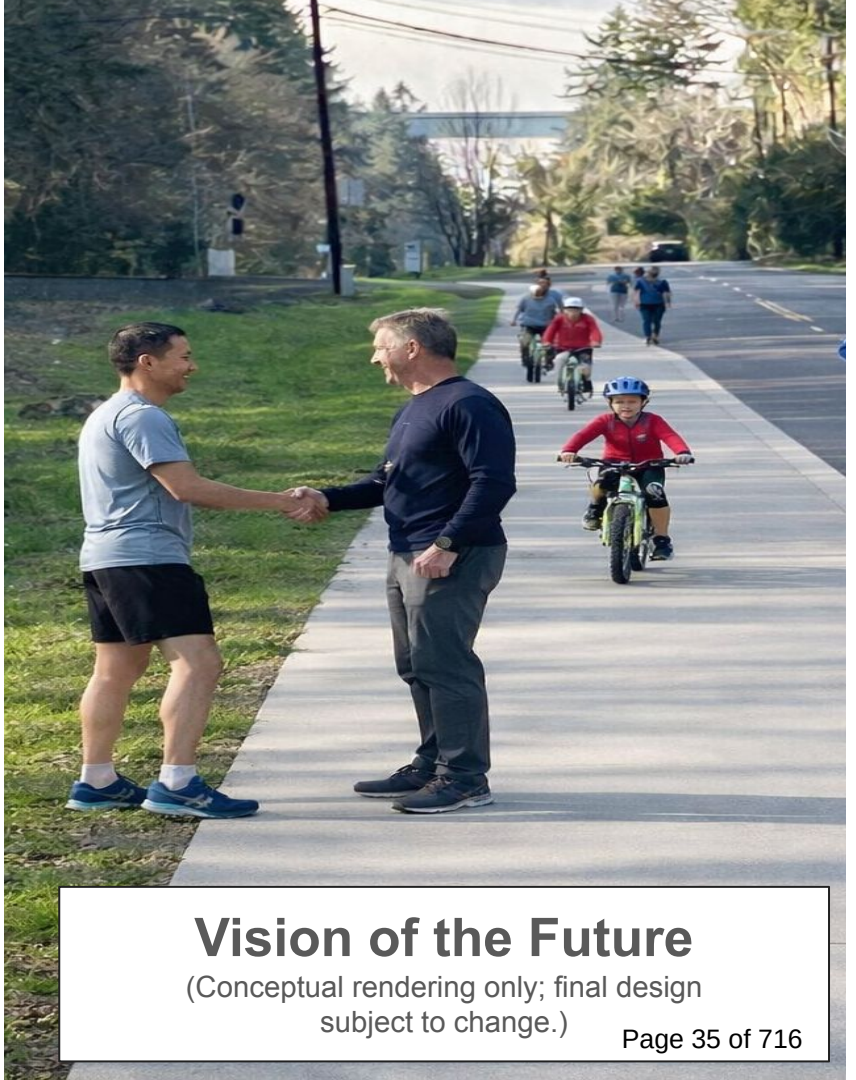
Project ID: Trans-0741 Active Project Unfunded Status

Source: 2027-2032 Transportation Improvement Program, City of Vancouver, WA/ Transportation/Public Works Department, June 2026

REQUEST

Move Project ID: Trans-0741
From Unfunded Status to
Partially-Funded Status

Purchase Updated And Final Engineering Study



Vision of the Future

(Conceptual rendering only; final design subject to change.)

Old Evergreen Historic Trail Organization (OEHT)
Is a non-profit organization dedicated to helping the City of Vancouver communicate to the surrounding neighborhoods and fundraise for their section of the Lewis and Clark Trail.

Extending from Chelsea Blvd to 192nd, this piece of the trail is the most historic and significant connector along the entire Lewis and Clark Trail system. For more information go to our website listed below.

Marlece Watson, board member of OEHT, is available to answer further questions. Her contact is below:



www.OEHT.org. / [redacted]

Staff Report: 121-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject
Construction Acceptance - ITB 25-28: Luepke Center HVAC Replacement

Key Points

- This project replaced the HVAC system at Luepke Community Center with modern, efficient, and decarbonized equipment.
- The new HVAC system uses high efficiency heat pumps and energy recovery ventilation to align with the City's Climate Action Framework.
- Staff proposes approving construction acceptance.

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

Present Situation
The original contract amount for this project was $375,360. The final cost is $409,279.94, which is less than a 9% increase in the contract amount.

Advantage(s)

1. A modern HVAC system meets current code requirements and reduces operations and maintenance staff time.
2. A modern HVAC system also reduces energy use and furthers the City’s climate and sustainability goals.

Challenge(s)
None

Budget Impact

Funds for this project were appropriated in the 25/26 Biennium Capital budget.

Prior Council Review

- Approval of the 2025-2026 Capital Improvement Budget
- Award of contract on July 14, 2025 - SR 145-25

Action Requested

On Monday, June 15, 2026, accept the Luepke Center HVAC Replacement and authorize release of the contractor's retainage, subject to receipt of all documentation required by law.

Staff Contact

Wyatt Jones, Capital Projects Project Manager, Julia Denton, Senior Procurement Specialist, Wyatt.Jones@cityofvancouver.us, julie.denton@cityofvancouver.us

Attachments:

None

Staff Report: 122-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject
Contract Amendment - Safe Stay Community Operator (Kiggins Village) - C-101254

Key Points

- The proposed contract amendment would extend operations at the Safe Stay Community for an additional three months to allow for a planned transition to a new service provider.
- The extension is intended to maintain continuity of shelter operations and services for current residents while avoiding disruptions during the transition process.
- The City continues to evaluate operational costs and long-term sustainability across its homelessness response system as new shelter capacity and services come online.
- The proposed amendment supports ongoing shelter operations while allowing additional time to finalize future operational and budget planning.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

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

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

Present Situation
The City contracts with community-based providers to operate Safe Stay Communities that provide low-barrier, non-congregate shelter and stabilization services for individuals experiencing homelessness within Vancouver city limits.

The current contract for operations at this Safe Stay Community is approaching the end of its existing contract and budget period. Staff are requesting Council approval of a three-month contract amendment to allow continued operations while the City transitions to a different service provider for long-term operations at the site.

The proposed transition is not related to performance or compliance concerns with the current provider. The provider, Do Good Multnomah (DGM), has successfully operated this site, collaborated well with other sites and providers, and continues to partner with the City on other homelessness response initiatives, including future operations at the City's Bridge Shelter.

As the City prepares for expanded shelter operations and additional homelessness response investments, staff have been evaluating overall program sustainability, operational consistency, and long-term budget impacts across our shelter system. This includes reviewing operational costs

between sites and providers to ensure resources can be used as effectively and efficiently as possible while maintaining service quality and continuity of care.

The new service provider at this site will be an existing Safe Stay contractor with the City, and the requested extension would provide sufficient time to complete transition planning, coordinate staffing and operational logistics, and minimize disruption to current shelter residents, existing shelter staff, and community partners. Staff intends to bring forward an amendment to that provider's existing contract or a new contract in August or September of this year, prior to the end date on this extension.

Advantage(s)

1. The extension maintains continuity of shelter operations and services for current residents during the provider transition process.
2. The amendment allows the City additional time to coordinate a thoughtful operational transition that minimizes disruption for shelter participants, current shelter staff, service providers, and surrounding neighborhoods.
3. Maintaining uninterrupted shelter operations helps reduce the likelihood of individuals returning to unsheltered homelessness during the transition period, supporting community safety and stability.
4. The extension also bridges the gap in employment for DGM staff that would otherwise exist for those who may be working at the future Bridge Shelter.

Challenge(s)

1. Provider transitions require coordination of staffing, operations, participant engagement, and service continuity, which can create temporary administrative and operational complexity.
2. The City continues to navigate uncertainty related to future operational costs and revenues associated with expanded homelessness response infrastructure and services.
3. Changes in shelter operations or providers may create questions or concerns from community members, residents, or stakeholders during the transition period, though City staff and our contractors are committed to remaining responsive and communicative to all community members and stakeholders in support of a smooth transition and continued positive working relationships.

Budget Impact

This amendment would increase the contract by $342,197 for a new total of $3,758,595 until September 30, 2026. Budget has been appropriated in the 2025/2026 biennium budget, and no additional funds will be requested.

Prior Council Review

June 16, 2025 - Council Consent Agenda

Action Requested

On Monday, June 15, 2026, authorize the City Manager, or designee, to execute Amendment No. 4 to contract C-101254 between the City of Vancouver and Do Good Multnomah. Increase the not-to-exceed amount by $342,197 to a total of $3,758,595 and extend the termination date to September 30, 2026.

Staff Contact

Jamie Spinelli, Homeless Response Manager, Kimbra Ledbetter, Financial Analyst, jamie.spinelli@cityofvancouver.us, Kimbra.Ledbetter@cityofvancouver.us

Attachments:

1. C-101254 - Do Good Multnomah - Amendment 4
2. C-101254 - Do Good Contract - Executed
3. C-101254 - Do Good Contract - Amendment 1
4. C-101254 - Do Good Multnomah - Amendment 2
5. C-101254 - Do Good Multnomah - Amendment 3

Professional Services Agreement C-101254
Amendment No. 4
Safe Stay Community Operator

This fourth amendment ("Amendment") amends the Professional Services Agreement number [No.] ("Agreement") between the City of Vancouver, ("City"), and Do Good Multnomah ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

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

   Payment to the Contractor for the Services described in this Agreement shall be increased by $342,197.00 for a revised not exceed of $ 3,758,595.00 USD.

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

   The Term of this Agreement begins on July, 1 2023 and continues until September 30, 2026.

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

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Do Good Multnomah

Signature

Printed Name /Title

Date

DocuSign Envelope ID: 54A2064D-0546-4D73-9839-503557151665

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101254

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 15-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

   The Contractor will be responsible for the following services at the City's Safe Stay Community locations #4 & #5:

   1. Manage the sites and day-to-day operations
   2. Amend a base Code of Conduct with the site participants to meet their needs while still meeting community expectations about the sites;

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3. Enforce a Code of Conduct and identify the process for removing those individuals not following the rules;
4. Register and track clients and services provided in the Homeless Management Information System;
5. Assist clients with identifying and addressing barriers to stability and housing and providing housing navigation services as a pathway to permanent housing;
6. Provide strengths-based, trauma informed, and individualized support and engagement to individuals in Safe Stay Community; and facilitate/coordinate connection to other community partners to provide supportive services on-site such as mental health counseling, substance use treatment, employment, legal assistance, enrollment in benefits, financial literacy training, medical, dental care, etc.;
7. Manage snacks/meals and develop and enforce policy on receiving food/meals from community members/agencies;
8. Monitor activity outside the perimeter of the facility to mitigate loitering around the site and help the City maintain its commitment as a Good Neighbor;
9. Maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures;
10. Work, in partnership, with Homeless Action Response Team (HART) and other City staff, regarding operational problem-solving and community communications about the sites.

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

2. COMPENSATION: Payment to the Contractor for the work described in this Agreement shall not exceed $1,108,199 USD per site for a total not to exceed of $2,216,398 USD.

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

3. PAYMENT FOR CONTRACTOR SERVICES: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

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

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City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT**: The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2024. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. **RELATION OF PARTIES**: The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be

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retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

10. **TERMINATION FOR PUBLIC CONVENIENCE**: The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

    In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

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

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

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

12. **OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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13. **COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

14. **CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: https://secure.dor.wa.gov/. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

15. **LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

16. **INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

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

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COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
Each Claim	$1,000,000
Annual Aggregate	$5,000,000

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

a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

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c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Daniel Hovanas
Do Good Multnomah
7809 NE Everett Street
Daniel Hovanas
Email: dhovanas@dogoodmultnomah.org

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

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

19. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

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20. **RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

21. **GOVERNING LAW/VENUE**: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

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

23. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

24. **DEBARMENT**: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

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

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A9183485CA467...
Eric Holmes, City Manager

6/6/2023
Date

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Do Good Multnomah

DocuSigned by:
Daniel Hovanas
7E229E5F7AB9488...
Signature

Daniel Hovanas Chief Executive Office
Printed Name /Title

6/2/2023
Date

DocuSign Envelope ID: 54A2064D-0546-4D73-9839-503557151665

DO GOOD MULTNOMAH

Vancouver Safe Stay Budget FY23- FY24

LINE ITEM CATEGORY	*NARRATIVE/DESCRIPTION*	*FUNDS REQUESTED*
	PERSONNEL	
Staffing	13 FTE	$ 702,027
Benefits	Health, dental, EPA; estimated 40% utilization	$ 32,448
On-Call & Overtime	On-call support & overtime	$ 12,324
Taxes	12% employer taxes	$ 84,243
2024 COLA	3% COLA increase January 1st, 2024	$ 10,530
	PERSONNEL SUBTOTAL	$ 841,573
	Program Operations	
Professional Services	Translation, maintenance services	$ 1,060
Printing	Printer & paper	$ 5,460
Utilities	Internet	$ 4,020
Telephone	Phone	$ 700
Supplies	Computers, cameras, office & cleaning supplies, participant clothing & gear, community supplies & meals.	$ 106,600
Education & Training	Staff training & professional development	$ 3,250
Insurance	workers compensation, program-related insurance	$ 1,800
	PROGRAM OPERATIONS SUBTOTAL	$ 122,890
	Client Services	
Flex Funds		$ 25,000
	CLIENT SERVICES	$ 25,000
	Administration	
Indirect Administration	12% de minimis indirect rate	$ 118,736
		$ 118,736
		$ 1,108,199

Vancouver Safe Stay Budget FY23- FY24

PERSONNEL DETAILS

	Hourly Rate	FTE	Annual	Benefits	Overtime	Taxes	Total Cost
Program Manager	$ 32.00	1.00	$ 66,563	$ 2,496	$ -	$ 7,988	$ 77,046
Team Lead Supervisor (Night)	$ 27.50	2.00	$ 114,404	$ 4,992	$ -	$ 13,729	$ 133,125
Team Lead Supervisor (Day)	$ 26.50	2.00	$ 110,244	$ 4,992	$ -	$ 13,229	$ 128,466
Navigation Specialist: Shelter	$ 25.00	2.00	$ 104,004	$ 4,992	$ 3,120	$ 12,480	$ 124,597
Case Manager: Shelter	$ 24.25	4.00	$ 201,768	$ 9,984	$ 6,053	$ 24,212	$ 242,017
Shelter Staff (Night)	$ 25.25	2.00	$ 105,044	$ 4,992	$ 3,151	$ 12,605	$ 125,793
COLA			$ 10,530	$ -	$ -	$ -	$ 10,530
TOTAL		13.00	$ 712,557	$ 32,448	$ 12,324	$ 84,243	$ 841,573

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SERVICE AGREEMENT #C-101254
AMENDMENT No. #1

This Agreement amends the Professional Services Agreement number C-101254 by and between the City of Vancouver, hereinafter referred to as “City”, and Do Good Multnomah, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 4, Term of Agreement, with language in herein:
    - Termination date of agreement changed to June 30, 2025.

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

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A918348BCA467...
Eric Holmes, City Manager

5/22/2024
Date

Attest:

DocuSigned by:
Anthony Glenn *For*
AF6D92D4E38847B...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Do Good Multnomah

DocuSigned by:
Daniel Hovanas
7E229E5F7AB9488...
Signature

Daniel Hovanas Chief Executive Officer
Printed Name /Title

5/20/2024
Date

Professional Services Agreement C-101254
Amendment No. 2
Safe Stay Community Operator

This second amendment ("Amendment") amends the Professional Services Agreement number C-101254 ("Agreement") between the City of Vancouver, a Washington municipal corporation ("City"), and Do Good Multnomah, an Oregon nonprofit corporation ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

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

   Payment to the Contractor for the Services described in this Agreement shall not exceed $ 3,416,398.00 USD.

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

2. **Section 15 Liability and Hold Harmless** is deleted in its entirety and replaced as **Section 15 Indemnification**, as follows:

   Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

   City will promptly notify Contractor of a claim under this Section 15 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

3. **Section 23 Public Disclosure Compliance** is deleted in its entirety and replaced as follows:

   A. *City Records*. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. For the avoidance of doubt, City requires Contractor to maintain Services-related records pursuant to the Local Government CORE schedule available at local-government-common-records-retention-schedule-core-v.5.0-(october-2024).pdf. These records include security footage, which must be retained a minimum of 30 days. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

   "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that complying with applicable laws includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

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

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

   D. *City Data Confidentiality*. Notwithstanding Section 23(A-C), Contractor will maintain the confidentiality of all City Data in its possession.

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

CITY OF VANCOUVER CONTRACTOR:

A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

Do Good Multnomah

Signature

Printed Name /Title

Date

Docusign Envelope ID: 6950228D-B9A5-4E39-9F5F-6E340FB77268

Services Agreement C-101254
Amendment No. 3
Safe Stay Community Operator

This third amendment ("Amendment") amends Services Agreement C-101254 ("Agreement") between the City of Vancouver, a Washington municipal corporation ("City") and Do Good Multnomah, an Oregon nonprofit corporation ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

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

   The Term of this Agreement begins on July 1, 2023 and continues until June 30, 2026.

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

CITY OF VANCOUVER
A municipal corporation

Signed by:
C084EA446CF9483...
Lon Pluckhahn, City Manager

6/30/2025
Date

Attest:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

Signed by:
Tricia Tadlemeyer
E1935B9517E94D2...
Assistant City Attorney, City Attorney's Office

CONTRACTOR:
Do Good Multnomah

DocuSigned by:
Daniel Hovanas
7E229E5F7AB9488...
Signature

Daniel Hovanas Chief Executive Officer
Printed Name /Title

6/30/2025
Date

Staff Report: 123-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject
Contract Amendment - Safe Park Service Provider - C-101967

Key Points

- The proposed amendment would provide funding for continued operations of the City's Safe Park program through June 30, 2027.
- Safe Park provides a designated location for individuals and households living in vehicles while connecting participants to employment, benefits and services, shelter, housing resources, and other case management support.
- The program helps reduce impacts associated with vehicle habitation on public right-of-way while providing a safer, more supportive and stable environment for participants.
- The proposed amendment supports continuity of operations and ongoing homelessness response efforts within the Vancouver community.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

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

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

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

Present Situation
The City contracts with Live Love Outreach to operate the Safe Park program, which provides designated parking spaces and supportive services for individuals and households living in vehicles.

The program offers a safer and more stable alternative to unmanaged vehicle habitation and helps connect participants to shelter, housing navigation, healthcare, behavioral health resources, employment support, and other community services.

The current agreement includes funding through June 30, 2026. Staff are requesting Council approval of an amendment to continue funding and operations through June 30, 2027.

Safe Park remains an important component of the City’s broader homelessness response system by providing an option for individuals and families who may not be able or willing to access traditional shelter settings while working toward greater stability and permanent housing.

Advantage(s)

1. Continued Safe Park operations provide a safer and more stable temporary environment for individuals and households experiencing vehicular homelessness.
2. The program supports community safety and neighborhood livability by providing a managed location with onsite oversight, sanitation, and coordinated services.
3. Participants are connected to housing resources, case management, healthcare, behavioral health services, and other supports intended to improve long-term stability.
4. The program helps reduce impacts associated with vehicle habitation in public spaces and neighborhoods.

Challenge(s)

1. Demand for shelter, safe parking, and other homelessness response services continues to exceed available capacity within the community.
2. Individuals experiencing vehicular homelessness often face complex barriers related to income, healthcare, behavioral health, and housing affordability that can impact the length of time needed to achieve stability.
3. Ongoing program operations require sustained funding and coordination between service providers, City staff, and community partners.

Budget Impact

This amendment would increase the contract by $984,644 for a new total of $1,948,592 until June 30th 2027. Budget has been appropriated in the 2025/2026 biennium budget, and no additional funds will be requested.

Prior Council Review

June 9, 2025 - Council Consent Agenda

Action Requested

On Monday, June 15, 2026, authorize the City Manager, or designee, to execute Amendment No. 1 to contract C-101967 between the City of Vancouver and Live Love Outreach. Increase the not-to-exceed amount by $984,644 to a total of $1,948,592.

Staff Contact

Jamie Spinelli, Homeless Response Manager, Kimbra Ledbetter, Financial Analyst, jamie.spinelli@cityofvancouver.us, Kimbra.Ledbetter@cityofvancouver.us

Attachments:

1. C-101967 - Live Love Contract
2. C-101967 - Live Love Amendment 1

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CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101967

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

RECITALS

A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
B. The City advertised and issued a request for proposals, numbered 21-25 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

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

1. **SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.

2. **COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed $ 963,947.60 USD.

   This payment is the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services.

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

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

Following termination for any reason, Contractor will leave all property it has purchased for the Services at the site where it provides the Services to ensure continuity of service. Contractor's obligation is limited to property the City has or will reimburse Contractor for under this Section 2.

3. **PAYMENT FOR CONTRACTOR SERVICES**: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Jamie Spinelli, by email to jamie.spinelli@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Jamie Spinelli, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a

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decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT**: The term of this Agreement begins on the July 1, 2025 and continues until June 30, 2030. The Parties may agree in writing to renew the Agreement up to 5 additional years. However, the total term, including any renewal(s), shall not exceed ten years. The term and any renewal term are collectively the "Term."

5. **CITY DATA; DATA SECURITY**

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

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a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

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

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

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

8.1 City Records. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. For the avoidance of doubt, City requires Contractor to maintain Services-related records pursuant to the Local Government CORE schedule available at local-government-common-records-retention-schedule-core-v.5.0-(october-2024).pdf. These records include security footage, which must be retained a minimum of 30 days. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

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

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

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

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

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

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only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

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

12. **TERMINATION FOR MATERIAL BREACH:** A Party may terminate for material breach of this Agreement. The nonbreaching Party will provide a cure period of at least 5 business days or, if the material breach is incapable of cure in the nonbreaching Party's reasonable discretion, it may terminate the Agreement immediately upon written notice to the other Party.

13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

    Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to

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the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
	$5,000,000

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

1. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

2. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.

3. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

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

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

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING*:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

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17. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. **EQUAL EMPLOYMENT OPPORTUNITY**: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985,

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www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. **DEBARMENT**: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

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

For the City:	For the Contractor:
Anna Vogel	Brian Norris
City of Vancouver	Live Love Outreach
415 W 6th Street	2711 NE Andresen Rd
P O Box 1995	Vancouver, WA 98661
Vancouver WA 98668-1995	Email: briann@liveloveoutreach.com
Email: anna.vogel@cityofvancouver.us	

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

26. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

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

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

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

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

31. **GOVERNING LAW**: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

32. **SEVERABILITY**. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

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

34. **ENTIRE AGREEMENT**: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

35. **COUNTERPARTS**. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

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City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

Signed by:
C084EA440CF9483...
Lon Pluckhahn, City Manager

6/13/2025
Date

Attest:

DocuSigned by:
Natasha Ramras
493E94041AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C6F7EA2AC4D4...
Nena Cook, City Attorney

CONTRACTOR:
Live Love Outreach

Signed by:
Brian Norris
9C07D0013175477...
Signature

Brian Norris Executive Director
Printed Name /Title

6/10/2025
Date

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EXHIBIT “A”:
Scope of Work

The Safe Park program will provide a safe parking location for people who are living in their vehicles by creating a stabilizing and supportive community. This will be supported with human services, community-building and engagement, and movement to stable housing. The Safe Park site is intended to operate as a temporary living environment and is not intended to provide a long-term or permanent living option for participants.

The Safe Park program will have access to the existing small building on-site for office/storage space and two large event tents for community space, which the City will provide. The selected service provider will need to provide a minimum of two (2) staff on-site 24/7, and support services aimed at resident stability, future housing/employment retention, and participant well-being. The Service provider “Provider” will also need to coordinate with other community partners and the local homeless crisis response system.

The Provider will be responsible to do the following:

1. Manage the site and day-to-day operations of the Safe Park site.
2. Amending a base Code of Conduct with Safe Park participant input to meet their needs while still meeting community expectations about the site.
3. Enforce a Code of Conduct and identify the process for removing those individuals not adhering to the Code of Conduct.
4. Coordinate with the Homeless Assistance and Resources Team (HART), VPD, and other community partners regarding referrals into the Safe Park.
5. Provide case management, Peer support, system navigation and/or care coordination services to assist participants with identifying and removing barriers to stability, well-being, and housing.
6. Register and track clients and services provided/accessed in the Homeless Management Information System.
7. Participate in relevant Homeless Crisis Response System coordination meetings, as well as other coordination/collaboration meetings amongst City Safe Stay/Safe Park programs.
8. Assist clients with housing navigation services as a pathway to permanent housing.
9. Provide strengths-based and trauma informed support and engagement to individuals in Safe Park community; and facilitate/coordinate connection to other community partners to provide supportive services (on-site when

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possible) such as mental health counseling, substance use treatment, legal assistance, enrollment in benefits, literacy training, medical, dental care, pet care etc.
10. Manage snacks and/or meals and develop and enforce policy on receiving food from outside people/agencies.
11. Monitor activity outside the perimeter of the facility to mitigate loitering around the site and help the City maintain its commitment as a Good Neighbor.
12. Maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures.

To ensure that the program is well coordinated, City staff will hold monthly meetings with the Provider with the goal of ensuring that the City and Provider remain on the same page as it relates to site management and operations and address any issues in a timely manner. The Provider will use this opportunity to discuss any challenges experienced and make requests of the City for desired programmatic changes. The City will provide feedback to the Provider, make observations as to how the program is operating, and make recommendations to the Provider.

The Provider shall have written policies and/or procedures related to program/site operations including, but not limited to:

- Grounds/facilities maintenance
- Cleanliness, sanitation, hygiene
- Referrals, intakes, exits
- Code of Conduct enforcement
- Grievances and complaints
- Others deemed relevant to day-to-day operations/site management, safety and security, coordination and coordination, as needed

All procedures should be developed in compliance with federal law regarding discrimination and must be reviewed and approved by City staff. Such procedures should include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include informal and formal resolution of the problem, including a mediation/arbitration process, if needed.

The City will purchase and provide to the Contractor certain property for use at the Safe Park. These items may include but are not limited to sheds, carports, vehicle assistance tools like jumper cables, heaters, general facility maintenance

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tools/equipment, and computer equipment and peripherals ("City Property"). The City owns City Property. Contractor is prohibited from removing any City Property from the Safe Park without City's prior written consent. Contractor must inform the City in writing about any City Property that becomes unusable and how the City Property became unusable within 15 days of the occurrence. If the City Property has become unusable for any reason other than normal wear and tear or product failure (example: carport has faulty roof that leaks), Contractor must replace the unusable City Property at its cost. Contractor must obtain City's prior written consent for any replacement that substitutes a different brand or style for the unusable City Property.

City will reimburse Contractor's replacement purchase for normal wear and tear or product failure. City may reimburse Contractor's other City Property replacement purchases in its discretion with prior written consent.

Performance Measures

The City of Vancouver wants to ensure that its investments make a real difference in the lives of community residents and the community as a whole, and that they are aligned with practical, evidence-based outcomes. The following are the City's expectations of measures of success with these three overarching goals:

1. Staff and clients work together on the primary goal of acquiring permanent housing, to include all other services which help reduce and remove barriers to housing and increase participant stability, health and well-being.
2. The site is a safe, clean, and welcoming space.
3. Neighborhood impacts are mitigated.

Result	Indicator	Strategy	Measure
Program participants feel safe and welcome in the program	• Participant retention rate • Resident participation in site supports • Intakes, referrals, occupancy (are eligible referrals coming into the site?)	• Quality service delivery • Clean and welcoming facility • Cultural competence in service delivery • Provider/Resident collaboration in needed/wanted	• # of participants with negative exit from site • # of discharges for breach of program rules • # of residents participating in Resident Council, site meetings or

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Result	Indicator	Strategy	Measure
		supports and services	other community activities • # of residents accessing available services on-site or in community • # and type of grievances submitted by participants • # of referrals into site and from what referral source
Increased stability, health and wellness for residents	• Positive exits from Safe Park site, including transfers to more substantial shelter • Fewer contacts with emergency services • Increased employment/income	• Partnering with community health workers and other community service providers • Providing employment and/or volunteer opportunities in Safe Park site, and partnering with other low-barrier employment and/or volunteer opportunities	• # of participants accessing regular or preventative healthcare • # of calls to emergency services • Conducting exit interviews and follow-up with participants exiting, when possible • # of participants with increased income, volunteer and/or employment activities
Program participants acquire permanent housing	Average program stay before housing acquisition & exits to permanent housing	• Housing –focused program • Identification of housing barriers and provision of/connection to services/supports to address barriers	• # of exits to permanent housing • # of exits to other housing types • Length of time in program prior to housing acquisition

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Result	Indicator	Strategy	Measure
		• Acquisition of benefits that reduce barriers to housing	
Program and/or participants are not contributing to neighborhood crime and disorder and community residents support program	• Calls for police services related to program or participants are not increasing • Community members, including participants, report feeling safe and support the site	• Behavior modification and accountability strategies, as needed • Enforcement of Code of Conduct • Collaborative problem solving with City, including HART, NPOs/VPD • Provider and residents participate in neighborhood meetings and activities	• # of calls to police in neighborhood related to program, participants and/or homelessness in the area • # of security incident reports generated within specified time period • Community perception of safety (qualitative) • # and type of neighborhood meetings/activities attended by staff and/or participants

Reporting

The Provider will be required to input client-level data, program services/activities, unduplicated numbers of individuals assisted, and program outcomes in the Homeless Management Information System (HMIS) and provide documentation on how the Operator is either currently using or has a plan for participating in the Clark County HMIS system.

- The Operator will provide a monthly report, to be received no later than the 5th of each month, which will include:
  - Total # of clients served (monthly and YTD running total)
  - Total # of client exits
    - # of successful outcomes to housing (breakdown of type of housing accessed)
    - # of transfers to more substantial shelter

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        - # of clients barred or discharged from program
    - Total # of new client entries
    - # of services accessed by type, and # of individuals accessing services
    - # of individuals referred to partner agencies, including kind of services referred to
    - Average length of stay in program prior to housing acquisition
    - Demographics
        - # of male clients
        - # of female clients
        - # of transgender or non-binary participants
        - # of couples living together
        - # of households with children under age 18
        - Racial breakdown
        - Breakdown by age
        - # of veterans
        - # of chronically homeless
    - # and description of activities to promote health and wellness, and client stability
    - # and description of community or community-building events (site meetings/events, neighborhood meetings/events, etc.)
    - Qualitative summary which includes:
        - A review of the month
        - Identify any significant trends or needs
        - Two stories of success
        - Two challenges
        - Steps to be taken to address challenges

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EXHIBIT "B":
Fee Schedule

Employee	Wage	Hours	Payroll Taxes (10%)	Total
ED	$45.00	16	$3,744.00	$37,440.00
Operations Manager	$38.00	20	$3,952.00	$39,520.00
Housing Program Manager	$33.00	20	$3,432.00	$34,320.00
Peer Lead	$33.00	20	$3,432.00	$34,320.00
Housing Case Coordinator	$26.00	80	$10,816.00	$108,160.00
Peer Support Specialist	$25.00	296	$38,480.00	$384,800.00
Accounting	$43.00	9		$20,000.00
HR	$43.00	9		$20,000.00
Total Staffing Costs			**$63,856.00**	**$678,560.00**
Total Payroll with Tax				$742,416.00
Cleaning and Janitorial Supplies (cleaning supplies, trash cans, toilet paper, soap)				$12,000.00
Admin supplies (paper, office supplies)				$3,600.00
Community engagement activities (art groups, life skills sessions, gift cards for community game nights)				$2,400.00
Site Equipment and Supplies (weather items- ac units, heaters, propane, garden hoses)				$12,000.00
Food (snacks, water, meals)				$7,200.00
Housing Flex Funds (move in costs, furniture, ids, docs, DL or court fees, phones, car parts, gas cards)				$24,000.00
Bus passes/laundry cards)				$9,000.00
Transportation (mileage, fuel, auto)				$7,200.00
IT(software, apps, internet, laptops, cell phones)				$6,500.00
Staff Training				$2,000.00
Medical insurance				$48,000.00
Total				$133,900.00

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total line plus staff				$876,316.00
10% indirect costs				$87,631.60
Projected Annual Budget				**$963,947.60**

Professional Services Agreement C-101967
Amendment No. 1
Safe Park Service Provider

This first amendment ("Amendment") amends the Professional Services Agreement number C-101967 ("Agreement") between the City of Vancouver, ("City"), and Live Love Outreach ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

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

   Payment to the Contractor for the Services described in this Agreement shall be increased $984,644.00 for a revised not to exceed $ 1,948,591.60 USD.

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

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Live Love Outreach
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Lisa Brandl, City Clerk	
Approved as to form:	
City Attorney's Office	

Staff Report: 124-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject

Contract Amendment - Sixth Amendment to with General Contractor/Construction Manager Contract with Skanska Construction for New Public Works Operations Campus - C-101991

Key Points

- The New Public Works Operations Campus project employs the General Contractor/Construction Manager (GCCM) construction delivery method which is structured with an initial contract and subsequent amendments for competitively bid construction work.
- This is the sixth amendment to the GCCM contract that was approved in June 2025. This sixth amendment adds supply and erection of pre-engineered metal buildings (PEMB) to the contract. The PEMBs will cover bulk storage and trash/recycling areas, the fuel station and the vehicle wash bays.
- The value of the fifth amendment is $1,014,793. The bid is 33% under budget estimate for this scope of work.
- The total committed contract amount is $19,702,788.

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 scope of work, pre-engineered metal buildings (PEMB), is the next phase of construction that follows the installation of the aggregate pier ground improvements. Bidding this work allows site construction activities to continue, while design progresses on larger main campus buildings.

Total committed contract amount after Amendment #6: $19,702,788.

Advantage(s)

Advantages to procuring this work include maintaining the efficiency of early site work and construction sequencing through 2026 and into 2027.

Challenge(s)

None

Budget Impact

This bid package, which includes fees for GCCM contingency and contractor's fee percentage, was competitively bid, and is in alignment with expected costs for these services. The Fiscal Year 2025-2026 Biennium Budget for this project includes allocations for these costs.

Prior Council Review

- City Council Amendment #5 Consent, June 8, 2026
- City Council Workshop Update, May 11, 2026
- City Council Amendment #4 Consent, March 16, 2026
- City Council Amendment #3 Consent, January 5, 2026
- City Council Amendment #2 Consent, December 15, 2025
- Workshop Update to Council, July 7, 2025
- GCCM Contract Execution, June 9, 2025

Action Requested

On Monday, June 15, 2026, authorize the City Manager, or designee, to execute Amendment No. 6 to contract C-101991 between the City of Vancouver and Skanska Construction. Increase the not-to-exceed amount by $1,014,793 to a total of $19,702,788.

Staff Contact

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

Attachments:

1. Skanska Amendment 6 - MACC 6
2. Skanska - Executed Agreement
3. Skanska Amendment 1 - MACC 1 Executed
4. Skanska Amendment 2 - MACC 2 Executed
5. Skanska Amendment 3 - MACC 3 Executed
6. Skanska Amendment 4 - MACC 4 Executed
7. Skanska Amendment 5 - MACC 5

AIA® Document A133™ – 2019
Exhibit A

Guaranteed Maximum Price Amendment #6

This sixth 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 $**18,805,030**, 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
Shoring Allowance	$150,000

§ 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	CONTRACTOR: Skanska USA Building Inc
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Lisa Brandl, City Clerk	
Approved as to form:	
Nena Cook, City Attorney	

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EXHIBIT A - CONSTRUCTION COST SUMMARY

May 22, 2026

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Original Value	Value of Previous Amendments	Value of Amendment #06		**Total Contract Value**
32A	Early Planting and Irrigation	$ -	$ 223,000	$ -		**$ 223,000**
32B	Fencing	$ -	$ 169,656	$ -		**$ 169,656**
Bid Group 2						
31A	Early Sitework	$ -	$ 1,682,000	$ -		**$ 1,682,000**
31B	Site Retaining Wall #2	$ -	$ 1,895,106	$ -		**$ 1,895,106**
Bid Group 3						
07A	Sealer and Joint Sealant	$ -	$ 34,036	$ -		**$ 34,036**
23A	Geo Exchange Boring Field	$ -	$ 3,425,400	$ -		**$ 3,425,400**
Bid Group 4						
23B	Mechanical Contractor Preconstruction Value	$ -	$ 125,000	$ -		**$ 125,000**
26A	Electrical Contractor Preconstruction Value	$ -	$ 85,000	$ -		**$ 85,000**
Bid Group 5						
03A	Covered Storage H & J Foundations	$ -	$ 960,784	$ -		**$ 960,784**
Bid Group 6						
31C	Aggregate Piers	$ -	$ 3,399,900	$ -		**$ 3,399,900**
Bid Group 7						
13A	PEMB H.1 and H.2	$ -	$ -	$ 800,567		**$ 800,567**
1	**Subtotal for Direct Subcontract Work**	**$ -**	**$ 11,999,882**	**$ 800,567**		**$ 12,800,449**
2	Fencing Vegetation Clearing and Trimming Allowance	$ -	$ 7,500	$ -		**$ 7,500**
3	Dewatering Baker Tank and Filtration Allowance	$ -	$ 200,000	$ -		**$ 200,000**
4	Subcontractor Bonds (included in bid packages)	$ -	$ -	$ -		Included
5	PEMB H.2 Shoring Allowance	$ -	$ -	$ 150,000		**$ 150,000**
6	**Subtotal for Other Contract Costs** (Add Lines 2, 3, & 4)	**$ -**	**$ 207,500**	**$ 150,000**		**$ 357,500**
7	**Total Subcontract Costs** (Add Lines 1 & 5)	**$ -**	**$ 12,207,382**	**$ 950,567**		**$ 13,157,949**
8	Negotiated Support Services	$ -	$ 536,188	$ -		**$ 536,188**
9	Builder's Risk Allowance	$ -	$ 500,000	$ -		**$ 500,000**
10	GC/CM Contingency (Subcontract Total x % Shown Below)	$ -	$ 393,848	$ 24,017		**$ 417,865**
11	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ -**	**$ 13,637,418**	**$ 974,584**		**$ 14,612,002**
12	Fixed Amount for Specified General Conditions	$ 2,331,834	$ -	$ -		**$ 2,331,834**
13	GC/CM Fee x % Shown Below)	$ -	$ 658,840	$ 40,209		**$ 699,049**
14	MCCM/ECCM P&P Bond Deduct 0.4%	$ -	$ (840)	$ -		**$ (840)**
15	Change Order No. 1		$ 500,000			**$ 500,000**
16	Change Order No. 2		$ 662,985			**$ 662,985**
17	**Total GMP** (Add Lines 11 through 16)	**$ 2,331,834**	**$ 15,458,403**	**$ 1,014,793**		**$ 18,805,030**
18	Preconstruction Services	$ 897,758.00	$ -	$ -		**$ 897,758**
19	**Total GMP plus Preconstruction Services** (Add Lines 17 and 18)	**$ 3,229,592**	**$ 15,458,403**	**$ 1,014,793**		**$ 19,702,788**

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-6 (Contract AMENDMENT #6)
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 #6:

City of Vancouver (MACC-6 Bid Packages – Early Work Requirements):

1. BP 13A – PEMB H.1 and H.2
   a. Scope of work includes furnish and installation of Pre-Engineered Metal Buildings, PEMB, H.1 and H.2 in accordance with Bid Package 13A, Bid Addenda, and the Contract Documents

General Conditions and Negotiated Support Services (NSS):

1. Negotiated Support Services: No Change
2. General Conditions: No change
3. Overhead and Profit 4.23%: $40,209.00

ASSUMPTIONS AND CLARIFICATIONS -

1. Assumes a Notice to Proceed, NTP, from the Owner for the bid package values in Amendment Exhibit A, by June 19, 2026, and an executed associated GMP Amendment by June 26, 2026.

EXCLUSIONS -

The following exclusions apply for Amendment #6:

1. Any scope not specifically outlined above

COST BASIS OF AMENDMENT #6

Amendment #6 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 May 1st, 2026, Data Date: May 1st, 2026
4. Bids received on May 21, 2026, for Bid Packages: 13A

EXHIBIT "C"

MACC-6 (Contract AMENDMENT #6)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Campus.

DRAWINGS & SKETCHES, SPECIFICATIONS, ADDENDA and OTHER DOCUMENTS

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

Drawings & Sketches

Drawing or Sketch No.	Description	Rev No.	Date
	GENERAL		
G000	GRAPHIC COVER SHEET	10	28-Apr-26
G101	COVER SHEET	10	28-Apr-26
G102	SHEET INDEX	10	28-Apr-26
G201	ABBREVIATIONS, SYMBOLS & GENERAL NOTES	10	28-Apr-26
	CIVIL		
C300	OVERALL GRADING PLAN	8	28-Apr-26
C304	GRADING PLAN	8	28-Apr-26
C307	GRADING PLAN	8	28-Apr-26
C308	GRADING PLAN	8	28-Apr-26
C420	OVERALL SEWER PLAN	8	28-Apr-26
C424	SEWER PLAN	8	28-Apr-26
C427	SEWER PLAN	8	28-Apr-26
C428	SEWER PLAN	8	28-Apr-26
	ARCHITECTURAL		
A101	REFERENCE SITE PLAN	1	28-Apr-26
Ah201	BUILDING H FLOOR PLAN GENERAL NOTES & LEGEND	1	28-Apr-26
Ah202a	BUILDING H REFERENCE FLOOR PLAN	9	28-Apr-26
Ah210a	BUILDING H AREA PLAN (H1)	9	28-Apr-26
Ah210b	BUILDING H AREA PLAN -HIGH BAY (H1)	9	28-Apr-26
Ah211a	BUILDING H AREA PLAN (H2)	9	28-Apr-26
Ah301	BUILDING H ROOF PLAN	9	28-Apr-26
Ah401	BUILDING H REFLECTED CEILING PLAN GENERAL NOTES & LEGEND	9	28-Apr-26
Ah402	BUILDING H REFLECTED CEILING PLAN	9	28-Apr-26
Ah502	BUILDING H EXTERIOR ELEVATIONS (H1)	9	28-Apr-26
Ah503	BUILDING H EXTERIOR ELEVATIONS (H2)	9	28-Apr-26
Ah601	BUILDING H BUILDING SECTIONS	9	28-Apr-26
A2018	FOUNDATION DETAILS (PEMB)	9	28-Apr-26
A2019	FOUNDATION DETAILS (PEMB)	9	28-Apr-26
A2101	FLOOR TYPES, ASSEMBLIES, AND GENERAL NOTES	9	28-Apr-26
A3001	EXTERIOR WALL TYPES GENERAL NOTES & LEGEND	9	28-Apr-26
A3003	EXTERIOR WALL TYPES -PEMB	9	28-Apr-26
A4001	ROOF TYPES & CANOPY	9	28-Apr-26

A4013	ROOF DETAILS -PEMB	9	28-Apr-26
A4014	ROOF DETAILS -PEMB	9	28-Apr-26
	STRUCTURAL		
Sh001	BUILDING H -GENERAL NOTES	8	28-Apr-26
Sh002	BUILDING H -GENERAL NOTES	8	28-Apr-26
Sh003	BUILDING H -GENERAL NOTES	8	28-Apr-26
Sh004	BUILDING H -GENERAL NOTES	7	28-Apr-26
Sh005	BUILDING H -GENERAL NOTES	7	28-Apr-26
Sh210	BUILDING H -FOUNDATION PLAN -AREA '1'	8	28-Apr-26
Sh211	BUILDING H -FOUNDATION PLAN -AREA '2'	8	28-Apr-26
Sh301	BUILDING H -FOUNDATION DETAILS	8	28-Apr-26
Sh302	BUILDING H -FOUNDATION DETAILS	8	28-Apr-26
Sh310	BUILDING H -SLAB ON GRADE DETAILS	8	28-Apr-26
	PLUMBING		
Ph001	BUILDING H SYMBOL LIST AND GENERAL NOTES -PLUMBING	9	28-Apr-26
Ph201	BUILDING H FIRST FLOOR PLAN -PLUMBING	9	28-Apr-26
Ph601	BUILDING H RISER DIAGRAMS -PLUMBING	9	28-Apr-26
Ph602	BUILDING H RISER DIAGRAMS -PLUMBING	9	28-Apr-26

Specifications

Specification Section	Description	Rev No.	Date
00	**PROCUREMENT**		6/20/2025
01	**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 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
133419	METAL BUILDING SYSTEMS		28-Apr-26

Addenda

Addendum No.	Description	Rev No.	Date
01	Bidder Clarifications		5/11/2026
02	Bidder Clarifications		5/14/2026
03	Bidder Clarifications		5/18/2026

Other

Document No.	Document Name	Rev No.	Date
	Geotechnical Report	2	10/2/2025

EXHIBIT "D"
Contract AMENDMENT #6
Allowance Items
City of Vancouver – Public Works Operations Campus

ALLOWANCE ITEMS -

1. **PEMB H.2 Shoring Allowance =** $150,000 funding to provide shoring for the H.2 Decant Foundations and PEMB structure.

EXHIBIT “E”
Contract AMENDMENT #6
Alternate Prices
City of Vancouver – Public Works Operations Campus

ALTERNATE PRICES

None

EXHIBIT “F”
Contract AMENDMENT #6
Unit Prices
City of Vancouver – Public Works Operation Campus

Unit Prices -

1. None

EXHIBIT "G"
Contract AMENDMENT #6
Early Work Negotiated Support Services
City of Vancouver – Public Works Operations Campus

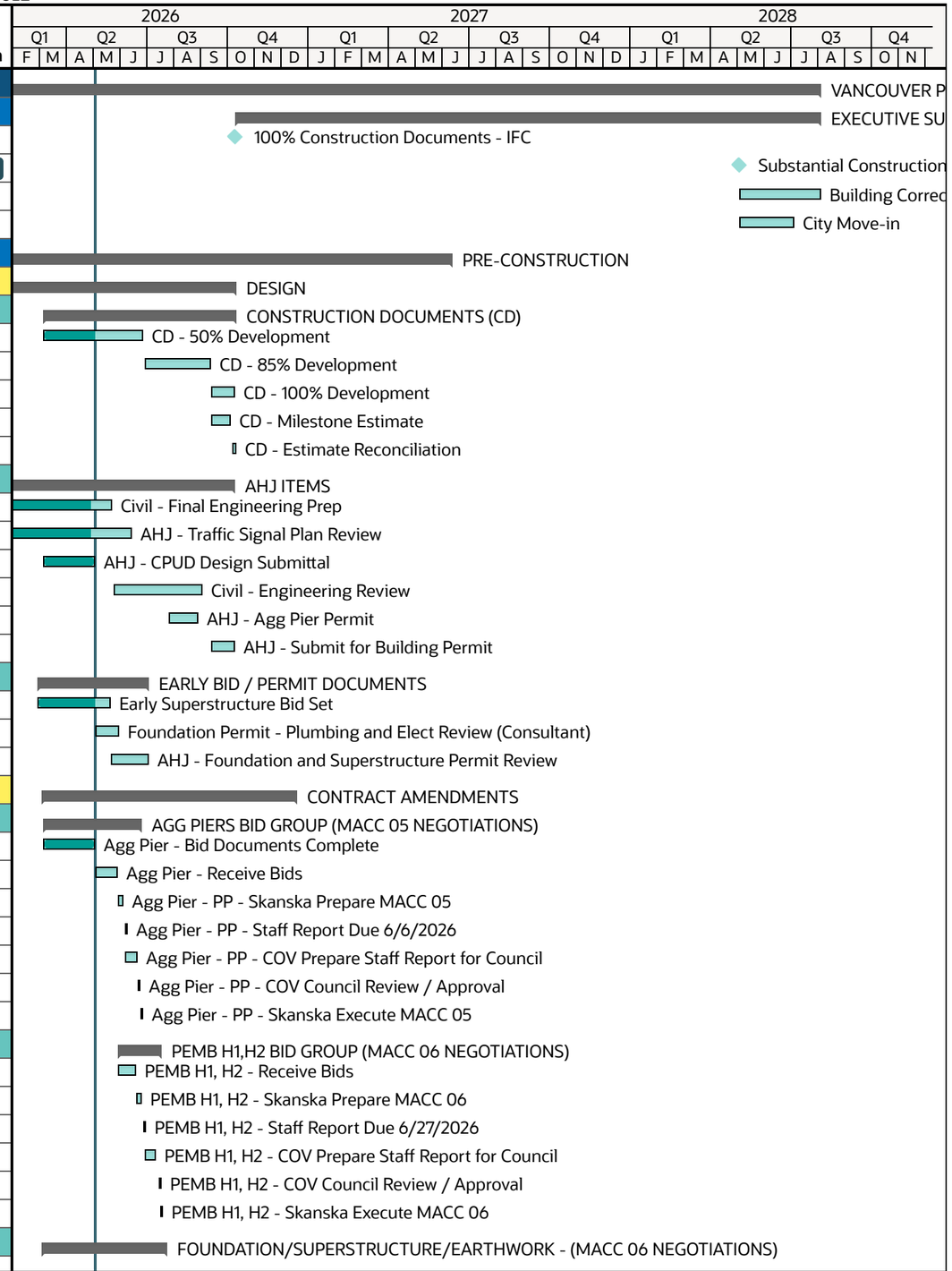
NEGOTIATED SUPPORT SERVICES

1. **None**

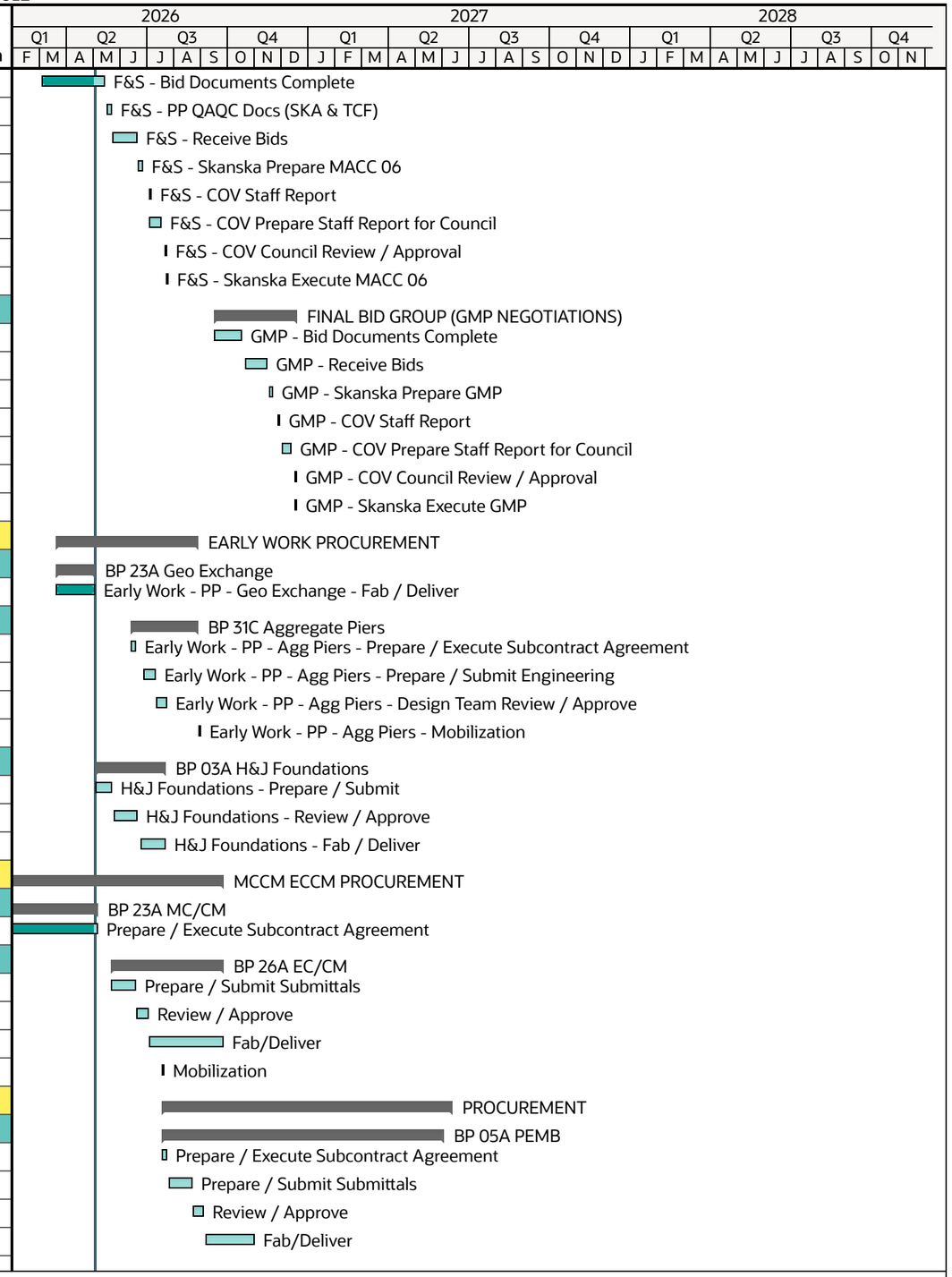
EXHIBIT “H”
Contract AMENDMENT #6
Project Schedule
City of Vancouver – Public Works Operations Campus

Project Schedule - Data Date May 01, 2026, Run Date: May 01, 2026

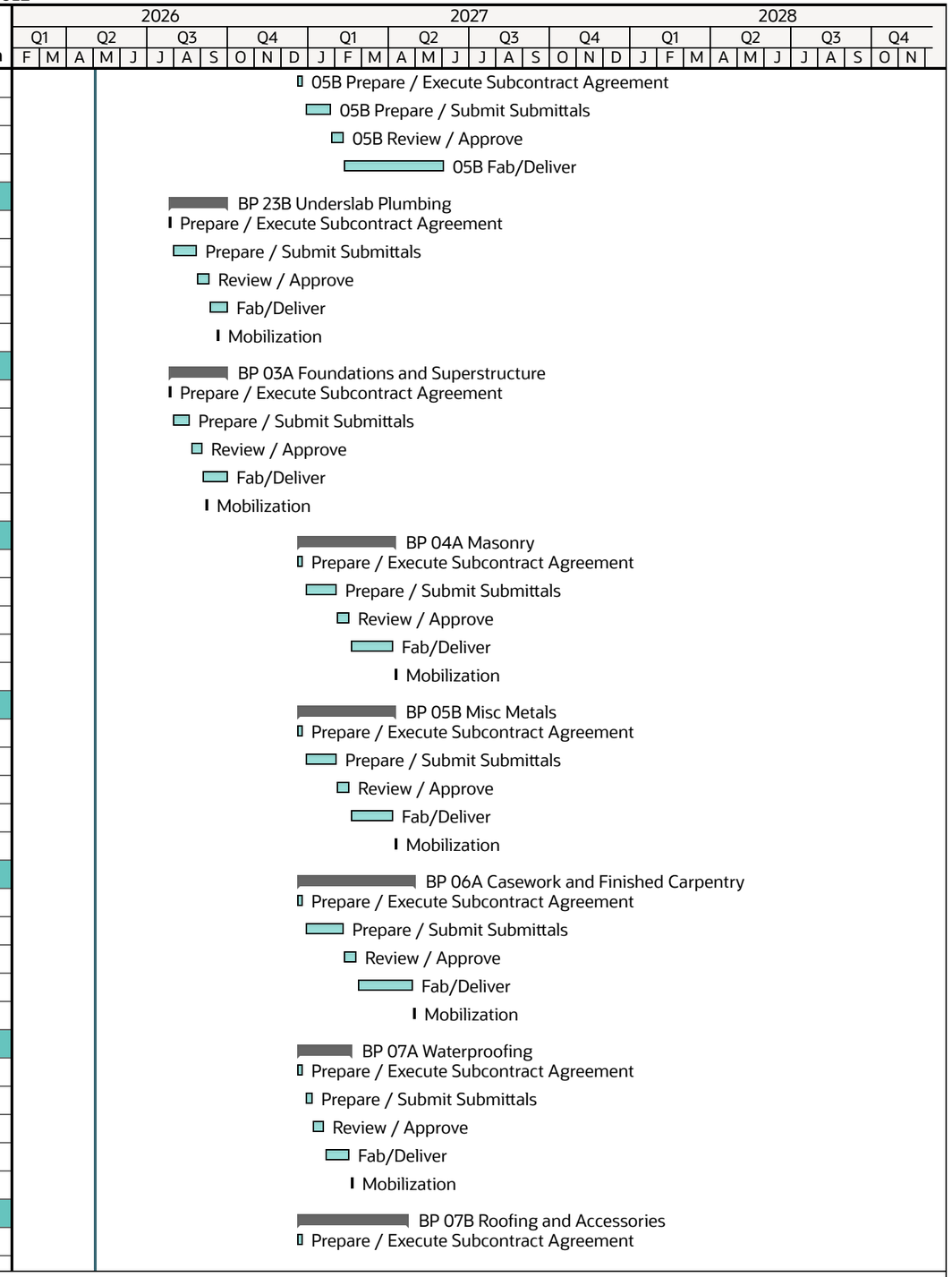
ID	Name	Planned Duration	Remaining Duration	Start	Finish
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT - A Martin		723d	573d	29-Sep-25 A	02-Aug-28
EXECUTIVE SUMMARY		461d	461d	08-Oct-26	02-Aug-28
DES187	100% Construction Documents - IFC	0d	0d		08-Oct-26
EXE101	Substantial Construction Completion	0d	0d		01-May-28 C
EXE153	Building Correction of Work Period / Final Completion / Cl...	65d	65d	02-May-28	02-Aug-28
EXE143	City Move-in	44d	44d	02-May-28	03-Jul-28
PRE-CONSTRUCTION		367d	283d	22-Dec-25 A	11-Jun-27
DESIGN		197d	113d	02-Jan-26 A	09-Oct-26
CONSTRUCTION DOCUMENTS (CD)		156d	113d	03-Mar-26 A	09-Oct-26
DES300	CD - 50% Development	80d	39d	03-Mar-26 A	25-Jun-26
DES305	CD - 85% Development	53d	53d	26-Jun-26	10-Sep-26
DES310	CD - 100% Development	20d	20d	11-Sep-26	08-Oct-26
DES315	CD - Milestone Estimate	16d	16d	11-Sep-26	02-Oct-26
DES320	CD - Estimate Reconciliation	5d	5d	05-Oct-26	09-Oct-26
AHJ ITEMS		196d	112d	02-Jan-26 A	08-Oct-26
DES404	Civil - Final Engineering Prep	80d	15d	02-Jan-26 A	21-May-26
DES405	AHJ - Traffic Signal Plan Review	110d	30d	05-Jan-26 A	12-Jun-26
DES262	AHJ - CPUD Design Submittal	40d	0d	03-Mar-26 A	01-May-26
DES455	Civil - Engineering Review	71d	71d	22-May-26	01-Sep-26
DES252	AHJ - Agg Pier Permit	25d	25d	24-Jul-26	27-Aug-26
DES414	AHJ - Submit for Building Permit	20d	20d	11-Sep-26	08-Oct-26
EARLY BID / PERMIT DOCUMENTS		90d	43d	25-Feb-26 A	01-Jul-26
DES330	Early Superstructure Bid Set	60d	13d	25-Feb-26 A	19-May-26
DES250	Foundation Permit - Plumbing and Elect Review (Consultant)	20d	20d	01-May-26	29-May-26
DES270	AHJ - Foundation and Superstructure Permit Review	30d	30d	20-May-26	01-Jul-26
CONTRACT AMENDMENTS		204d	160d	02-Mar-26 A	17-Dec-26
AGG PIERS BID GROUP (MACC 05 NEGOTIATIONS)		81d	38d	03-Mar-26 A	24-Jun-26
EW15310	Agg Pier - Bid Documents Complete	25d	0d	03-Mar-26 A	01-May-26
EW15340	Agg Pier - Receive Bids	18d	18d	01-May-26	27-May-26
EW15330	Agg Pier - PP - Skanska Prepare MACC 05	5d	5d	28-May-26	03-Jun-26
EWS447	Agg Pier - PP - Staff Report Due 6/6/2026	1d	1d	04-Jun-26 C	04-Jun-26
EWS457	Agg Pier - PP - COV Prepare Staff Report for Council	10d	10d	05-Jun-26	18-Jun-26
EWS467	Agg Pier - PP - COV Council Review / Approval	1d	1d	19-Jun-26 C	19-Jun-26
EWS477	Agg Pier - PP - Skanska Execute MACC 05	3d	3d	22-Jun-26	24-Jun-26
PEMB H1,H2 BID GROUP (MACC 06 NEGOTIATIONS)		35d	35d	28-May-26	16-Jul-26
EW16330	PEMB H1, H2 - Receive Bids	15d	15d	28-May-26 C	17-Jun-26
EW16340	PEMB H1, H2 - Skanska Prepare MACC 06	5d	5d	18-Jun-26	24-Jun-26
EW16350	PEMB H1, H2 - Staff Report Due 6/27/2026	1d	1d	25-Jun-26 C	25-Jun-26
EW16360	PEMB H1, H2 - COV Prepare Staff Report for Council	10d	10d	26-Jun-26	10-Jul-26
EW16370	PEMB H1, H2 - COV Council Review / Approval	1d	1d	13-Jul-26 C	13-Jul-26
EW16380	PEMB H1, H2 - Skanska Execute MACC 06	3d	3d	14-Jul-26	16-Jul-26
FOUNDATION/SUPERSTRUCTURE/EARTHWORK - (MACC 06 NEGOTIATIONS)		102d	58d	02-Mar-26 A	23-Jul-26



ID	Name	Planned Duration	Remaining Duration	Start	Finish
EW16180	F&S - Bid Documents Complete	53d	9d	02-Mar-26 A	13-May-26
EW16290	F&S - PP QAQC Docs (SKA & TCF)	5d	5d	14-May-26	20-May-26
EW16190	F&S - Receive Bids	20d	20d	21-May-26	18-Jun-26
EW16200	F&S - Skanska Prepare MACC 06	5d	5d	19-Jun-26	25-Jun-26
EWS787	F&S - COV Staff Report	1d	1d	01-Jul-26 C	01-Jul-26
EWS797	F&S - COV Prepare Staff Report for Council	10d	10d	02-Jul-26	16-Jul-26
EWS807	F&S - COV Council Review / Approval	1d	1d	20-Jul-26 C	20-Jul-26
EWS817	F&S - Skanska Execute MACC 06	3d	3d	21-Jul-26	23-Jul-26
FINAL BID GROUP (GMP NEGOTIATIONS)		67d	67d	14-Sep-26	17-Dec-26
EW15360	GMP - Bid Documents Complete	25d	25d	14-Sep-26	16-Oct-26
EW15370	GMP - Receive Bids	20d	20d	19-Oct-26	13-Nov-26
EW15380	GMP - Skanska Prepare GMP	5d	5d	16-Nov-26	20-Nov-26
EWS487	GMP - COV Staff Report	1d	1d	25-Nov-26 C	25-Nov-26
EWS497	GMP - COV Prepare Staff Report for Council	10d	10d	30-Nov-26	11-Dec-26
EWS507	GMP - COV Council Review / Approval	1d	1d	14-Dec-26 C	14-Dec-26
EWS517	GMP - Skanska Execute GMP	3d	3d	15-Dec-26	17-Dec-26
EARLY WORK PROCUREMENT		116d	84d	18-Mar-26 A	28-Aug-26
BP 23A Geo Exchange		20d	0d	18-Mar-26 A	01-May-26
EW14580	Early Work - PP - Geo Exchange - Fab / Deliver	20d	0d	18-Mar-26 A	01-May-26
BP 31C Aggregate Piers		56d	56d	11-Jun-26	28-Aug-26
EWS297	Early Work - PP - Agg Piers - Prepare / Execute Subcontrac...	5d	5d	11-Jun-26	17-Jun-26
EW14510	Early Work - PP - Agg Piers - Prepare / Submit Engineering	10d	10d	25-Jun-26	09-Jul-26
EW14590	Early Work - PP - Agg Piers - Design Team Review / Approve	10d	10d	10-Jul-26	23-Jul-26
EW14600	Early Work - PP - Agg Piers - Mobilization	1d	1d	28-Aug-26	28-Aug-26
BP 03A H&J Foundations		55d	55d	01-May-26	20-Jul-26
EW16351	H&J Foundations - Prepare / Submit	15d	15d	01-May-26 C	21-May-26
EW16361	H&J Foundations - Review / Approve	20d	20d	22-May-26	19-Jun-26
EW16371	H&J Foundations - Fab / Deliver	20d	20d	22-Jun-26	20-Jul-26
MCCM ECCM PROCUREMENT		182d	103d	22-Dec-25 A	25-Sep-26
BP 23A MC/CM		5d	2d	22-Dec-25 A	04-May-26
EWS557	Prepare / Execute Subcontract Agreement	5d	2d	22-Dec-25 A	04-May-26
BP 26A EC/CM		90d	90d	20-May-26	25-Sep-26
EW16250	Prepare / Submit Submittals	20d	20d	20-May-26	17-Jun-26
EW16260	Review / Approve	10d	10d	18-Jun-26	01-Jul-26
EW16270	Fab/Deliver	60d	60d	02-Jul-26	25-Sep-26
EW16280	Mobilization	1d	1d	17-Jul-26	17-Jul-26
PROCUREMENT		230d	230d	17-Jul-26	11-Jun-27
BP 13A PEMB		222d	222d	17-Jul-26	01-Jun-27
EWS567	Prepare / Execute Subcontract Agreement	5d	5d	17-Jul-26	23-Jul-26
EW15580	Prepare / Submit Submittals	20d	20d	24-Jul-26	20-Aug-26
EW15590	Review / Approve	10d	10d	21-Aug-26	03-Sep-26
EW15600	Fab/Deliver	40d	40d	04-Sep-26	30-Oct-26



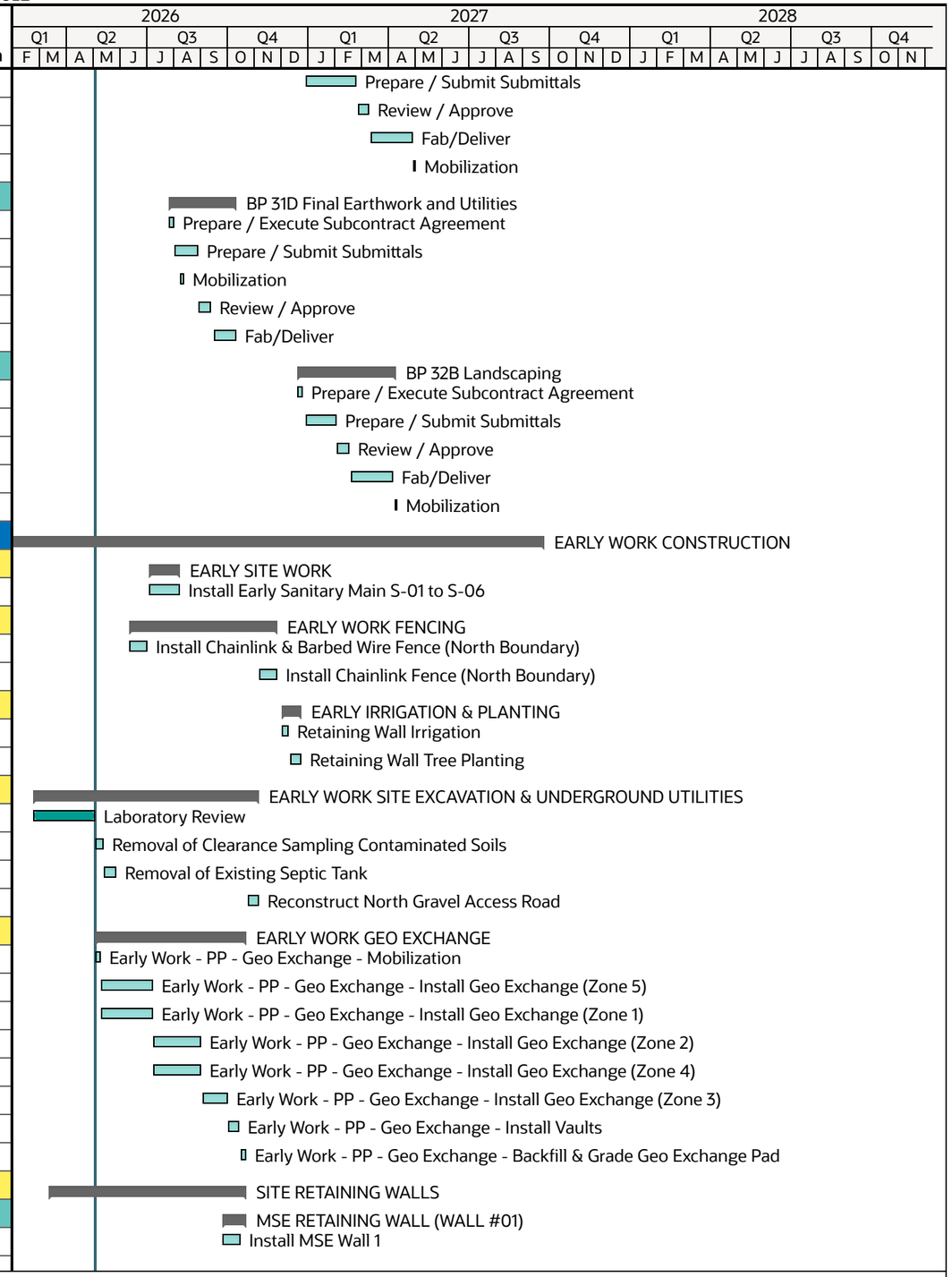
ID	Name	Planned Duration	Remaining Duration	Start	Finish
EW16140	05B Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW16390	05B Prepare / Submit Submittals	20d	20d	28-Dec-26	25-Jan-27
EW16400	05B Review / Approve	10d	10d	26-Jan-27	08-Feb-27
EW16410	05B Fab/Deliver	80d	80d	09-Feb-27	01-Jun-27
BP 23B Underslab Plumbing		48d	48d	24-Jul-26	30-Sep-26
EWS937	Prepare / Execute Subcontract Agreement	3d	3d	24-Jul-26	28-Jul-26
EW16411	Prepare / Submit Submittals	20d	20d	29-Jul-26	25-Aug-26
EW16421	Review / Approve	10d	10d	26-Aug-26	09-Sep-26
EW16431	Fab/Deliver	15d	15d	10-Sep-26	30-Sep-26
EW16441	Mobilization	1d	1d	17-Sep-26	17-Sep-26
BP 03A Foundations and Superstructure		48d	48d	24-Jul-26	30-Sep-26
EWS827	Prepare / Execute Subcontract Agreement	3d	3d	24-Jul-26	28-Jul-26
EW15540	Prepare / Submit Submittals	15d	15d	29-Jul-26	18-Aug-26
EW15550	Review / Approve	10d	10d	19-Aug-26	01-Sep-26
EW15560	Fab/Deliver	20d	20d	02-Sep-26	30-Sep-26
EW15530	Mobilization	1d	1d	04-Sep-26	04-Sep-26
BP 04A Masonry		78d	78d	18-Dec-26	08-Apr-27
EWS627	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW15820	Prepare / Submit Submittals	25d	25d	28-Dec-26	01-Feb-27
EW15830	Review / Approve	10d	10d	02-Feb-27	15-Feb-27
EW15840	Fab/Deliver	35d	35d	16-Feb-27	05-Apr-27
EW15810	Mobilization	3d	3d	06-Apr-27	08-Apr-27
BP 05B Misc Metals		78d	78d	18-Dec-26	08-Apr-27
EWS637	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW15860	Prepare / Submit Submittals	25d	25d	28-Dec-26	01-Feb-27
EW15870	Review / Approve	10d	10d	02-Feb-27	15-Feb-27
EW15880	Fab/Deliver	35d	35d	16-Feb-27	05-Apr-27
EW15850	Mobilization	3d	3d	06-Apr-27	08-Apr-27
BP 06A Casework and Finished Carpentry		93d	93d	18-Dec-26	29-Apr-27
EWS647	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW15900	Prepare / Submit Submittals	30d	30d	28-Dec-26	08-Feb-27
EW15910	Review / Approve	10d	10d	09-Feb-27	22-Feb-27
EW15920	Fab/Deliver	45d	45d	23-Feb-27	26-Apr-27
EW15890	Mobilization	3d	3d	27-Apr-27	29-Apr-27
BP 07A Waterproofing		43d	43d	18-Dec-26	18-Feb-27
EWS577	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW15620	Prepare / Submit Submittals	5d	5d	28-Dec-26	04-Jan-27
EW15630	Review / Approve	10d	10d	05-Jan-27	18-Jan-27
EW15640	Fab/Deliver	20d	20d	19-Jan-27	15-Feb-27
EW15610	Mobilization	3d	3d	16-Feb-27	18-Feb-27
BP 07B Roofing and Accessories		88d	88d	18-Dec-26	22-Apr-27
EWS657	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26



ID	Name	Planned Duration	Remaining Duration	Start	Finish
EW15940	Prepare / Submit Submittals	25d	25d	28-Dec-26	01-Feb-27
EW15950	Review / Approve	10d	10d	02-Feb-27	15-Feb-27
EW15960	Fab/Deliver	45d	45d	16-Feb-27	19-Apr-27
EW15930	Mobilization	3d	3d	20-Apr-27	22-Apr-27
BP 08B Windows, Glazing and Openings		108d	108d	18-Dec-26	20-May-27
EWS667	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW15980	Prepare / Submit Submittals	25d	25d	28-Dec-26	01-Feb-27
EW15990	Review / Approve	10d	10d	02-Feb-27	15-Feb-27
EW16000	Fab/Deliver	65d	65d	16-Feb-27	17-May-27
EW15970	Mobilization	3d	3d	18-May-27	20-May-27
BP 09A Framing and Drywall		43d	43d	18-Dec-26	18-Feb-27
EWS677	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW16020	Prepare / Submit Submittals	5d	5d	28-Dec-26	04-Jan-27
EW16030	Review / Approve	10d	10d	05-Jan-27	18-Jan-27
EW16040	Fab/Deliver	20d	20d	19-Jan-27	15-Feb-27
EW16010	Mobilization	3d	3d	16-Feb-27	18-Feb-27
BP 09B Resilient Flooring		78d	78d	18-Dec-26	08-Apr-27
EWS597	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW15700	Prepare / Submit Submittals	25d	25d	28-Dec-26	01-Feb-27
EW15710	Review / Approve	10d	10d	02-Feb-27	15-Feb-27
EW15720	Fab/Deliver	35d	35d	16-Feb-27	05-Apr-27
EW15690	Mobilization	3d	3d	06-Apr-27	08-Apr-27
BP 09C Tile		78d	78d	18-Dec-26	08-Apr-27
EWS607	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW15740	Prepare / Submit Submittals	25d	25d	28-Dec-26	01-Feb-27
EW15750	Review / Approve	10d	10d	02-Feb-27	15-Feb-27
EW15760	Fab/Deliver	35d	35d	16-Feb-27	05-Apr-27
EW15730	Mobilization	3d	3d	06-Apr-27	08-Apr-27
BP 09G Paing and Wall Coverings		63d	63d	18-Dec-26	18-Mar-27
EWS687	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW16060	Prepare / Submit Submittals	25d	25d	28-Dec-26	01-Feb-27
EW16070	Review / Approve	10d	10d	02-Feb-27	15-Feb-27
EW16080	Fab/Deliver	20d	20d	16-Feb-27	15-Mar-27
EW16050	Mobilization	3d	3d	16-Mar-27	18-Mar-27
BP 10A Misc Specialties and Elevators		123d	123d	18-Dec-26	11-Jun-27
EWS587	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW15660	Prepare / Submit Submittals	25d	25d	28-Dec-26	01-Feb-27
EW15670	Review / Approve	10d	10d	02-Feb-27	15-Feb-27
EW15680	Fab/Deliver	80d	80d	16-Feb-27	08-Jun-27
EW15650	Mobilization	3d	3d	09-Jun-27	11-Jun-27
BP 21A Fire Protection		93d	93d	18-Dec-26	29-Apr-27
EWS617	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26

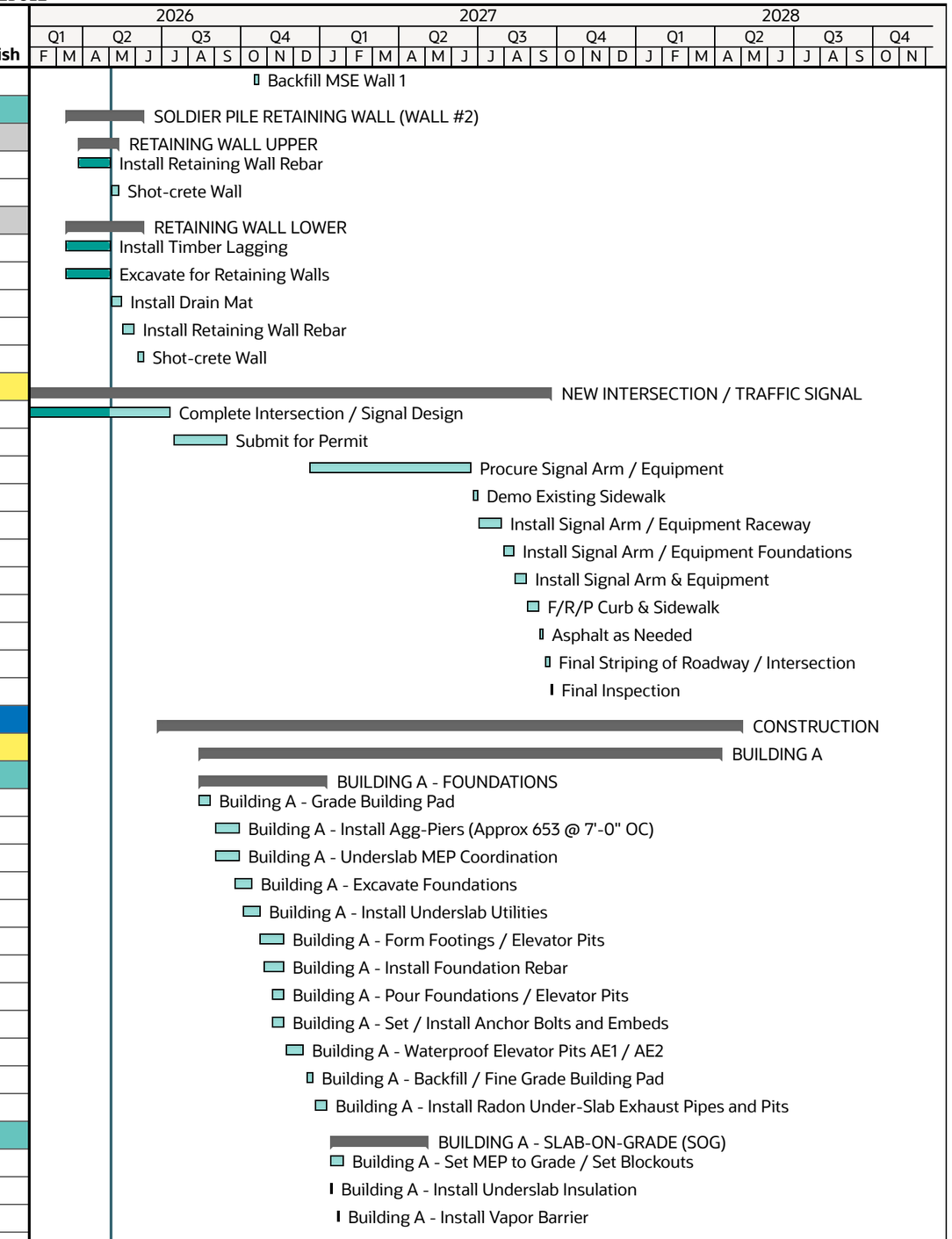


ID	Name	Planned Duration	Remaining Duration	Start	Finish
EW15780	Prepare / Submit Submittals	40d	40d	28-Dec-26	22-Feb-27
EW15790	Review / Approve	10d	10d	23-Feb-27	08-Mar-27
EW15800	Fab/Deliver	35d	35d	09-Mar-27	26-Apr-27
EW15770	Mobilization	3d	3d	27-Apr-27	29-Apr-27
BP 31D Final Earthwork and Utilities		55d	55d	24-Jul-26	09-Oct-26
EWS527	Prepare / Execute Subcontract Agreement	5d	5d	24-Jul-26	30-Jul-26
EW15400	Prepare / Submit Submittals	20d	20d	31-Jul-26	27-Aug-26
EW15390	Mobilization	3d	3d	07-Aug-26	11-Aug-26
EW15410	Review / Approve	10d	10d	28-Aug-26	11-Sep-26
EW15440	Fab/Deliver	20d	20d	14-Sep-26	09-Oct-26
BP 32B Landscaping		78d	78d	18-Dec-26	08-Apr-27
EWS697	Prepare / Execute Subcontract Agreement	5d	5d	18-Dec-26	24-Dec-26
EW16100	Prepare / Submit Submittals	25d	25d	28-Dec-26	01-Feb-27
EW16110	Review / Approve	10d	10d	02-Feb-27	15-Feb-27
EW16120	Fab/Deliver	35d	35d	16-Feb-27	05-Apr-27
EW16090	Mobilization	3d	3d	06-Apr-27	08-Apr-27
EARLY WORK CONSTRUCTION		505d	355d	29-Sep-25 A	23-Sep-27
EARLY SITE WORK		25d	25d	02-Jul-26	06-Aug-26
EW16451	Install Early Sanitary Main S-01 to S-06	25d	25d	02-Jul-26 C	06-Aug-26
EARLY WORK FENCING		119d	119d	10-Jun-26	25-Nov-26
EW15090	Install Chainlink & Barbed Wire Fence (North Boundary)	15d	15d	10-Jun-26	30-Jun-26
EW15040	Install Chainlink Fence (North Boundary)	15d	15d	05-Nov-26	25-Nov-26
EARLY IRRIGATION & PLANTING		17d	17d	30-Nov-26	22-Dec-26
EW15120	Retaining Wall Irrigation	7d	7d	30-Nov-26	08-Dec-26
EW15130	Retaining Wall Tree Planting	10d	10d	09-Dec-26	22-Dec-26
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		181d	131d	20-Feb-26 A	04-Nov-26
EW16401	Laboratory Review	10d	0d	20-Feb-26 A	01-May-26
EW16381	Removal of Clearance Sampling Contaminated Soils	7d	7d	01-May-26	11-May-26
EW1200	Removal of Existing Septic Tank	10d	10d	12-May-26	26-May-26
EW15180	Reconstruct North Gravel Access Road	10d	10d	22-Oct-26	04-Nov-26
EARLY WORK GEO EXCHANGE		120d	120d	01-May-26	20-Oct-26
EW14750	Early Work - PP - Geo Exchange - Mobilization	5d	5d	01-May-26	07-May-26
EW14900	Early Work - PP - Geo Exchange - Install Geo Exchange (Zo...	40d	40d	08-May-26	06-Jul-26
EW14890	Early Work - PP - Geo Exchange - Install Geo Exchange (Zo...	40d	40d	08-May-26	06-Jul-26
EW14910	Early Work - PP - Geo Exchange - Install Geo Exchange (Zo...	40d	40d	07-Jul-26	31-Aug-26
EW14920	Early Work - PP - Geo Exchange - Install Geo Exchange (Zo...	40d	40d	07-Jul-26	31-Aug-26
EW14930	Early Work - PP - Geo Exchange - Install Geo Exchange (Zo...	20d	20d	01-Sep-26	29-Sep-26
EW14950	Early Work - PP - Geo Exchange - Install Vaults	10d	10d	30-Sep-26	13-Oct-26
EW14960	Early Work - PP - Geo Exchange - Backfill & Grade Geo Exc...	5d	5d	14-Oct-26	20-Oct-26
SITE RETAINING WALLS		159d	121d	10-Mar-26 A	21-Oct-26
MSE RETAINING WALL (WALL #01)		20d	20d	24-Sep-26	21-Oct-26
A14010	Install MSE Wall 1	15d	15d	24-Sep-26	14-Oct-26



MACC #6 PEMB BID PACKAGE 13A SCHEDULE

ID	Name	Planned Duration	Remaining Duration	Start	Finish
A14020	Backfill MSE Wall 1	5d	5d	15-Oct-26	21-Oct-26
SOLDIER PILE RETAINING WALL (WALL #2)		65d	27d	10-Mar-26 A	09-Jun-26
RETAINING WALL UPPER		34d	7d	25-Mar-26 A	11-May-26
A2920	Install Retaining Wall Rebar	10d	0d	25-Mar-26 A	01-May-26
A2930	Shot-crete Wall	7d	7d	01-May-26	11-May-26
RETAINING WALL LOWER		65d	27d	10-Mar-26 A	09-Jun-26
A14080	Install Timber Lagging	10d	0d	10-Mar-26 A	01-May-26
A14040	Excavate for Retaining Walls	15d	0d	10-Mar-26 A	01-May-26
A14060	Install Drain Mat	10d	10d	01-May-26	14-May-26
A14050	Install Retaining Wall Rebar	10d	10d	15-May-26	29-May-26
A14090	Shot-crete Wall	7d	7d	01-Jun-26	09-Jun-26
NEW INTERSECTION / TRAFFIC SIGNAL		505d	355d	29-Sep-25 A	23-Sep-27
A14570	Complete Intersection / Signal Design	42d	49d	29-Sep-25 A	10-Jul-26
A14590	Submit for Permit	45d	45d	13-Jul-26	14-Sep-26
A14580	Procure Signal Arm / Equipment	130d	130d	18-Dec-26	22-Jun-27
A14600	Demo Existing Sidewalk	5d	5d	23-Jun-27	29-Jun-27
A14610	Install Signal Arm / Equipment Raceway	20d	20d	30-Jun-27	28-Jul-27
A14620	Install Signal Arm / Equipment Foundations	10d	10d	29-Jul-27	11-Aug-27
A14630	Install Signal Arm & Equipment	10d	10d	12-Aug-27	25-Aug-27
A14640	F/R/P Curb & Sidewalk	10d	10d	26-Aug-27	09-Sep-27
A14650	Asphalt as Needed	3d	3d	10-Sep-27	14-Sep-27
A14660	Final Striping of Roadway / Intersection	5d	5d	15-Sep-27	21-Sep-27
A14670	Final Inspection	2d	2d	22-Sep-27	23-Sep-27
CONSTRUCTION		471d	471d	24-Jun-26	01-May-28
BUILDING A		421d	421d	12-Aug-26	07-Apr-28
BUILDING A - FOUNDATIONS		103d	103d	12-Aug-26	08-Jan-27
A1650	Building A - Grade Building Pad	10d	10d	12-Aug-26	25-Aug-26
A1660	Building A - Install Agg-Piers (Approx 653 @ 7'-0" OC)	20d	20d	31-Aug-26	28-Sep-26
A1690	Building A - Underslab MEP Coordination	20d	20d	31-Aug-26	28-Sep-26
A13990	Building A - Excavate Foundations	15d	15d	22-Sep-26	12-Oct-26
A1670	Building A - Install Underslab Utilities	15d	15d	02-Oct-26	22-Oct-26
A1010	Building A - Form Footings / Elevator Pits	22d	22d	21-Oct-26	19-Nov-26
A1710	Building A - Install Foundation Rebar	18d	18d	26-Oct-26	18-Nov-26
A1810	Building A - Pour Foundations / Elevator Pits	11d	11d	04-Nov-26	18-Nov-26
A1720	Building A - Set / Install Anchor Bolts and Embeds	10d	10d	05-Nov-26	18-Nov-26
A1700	Building A - Waterproof Elevator Pits AE1 / AE2	14d	14d	20-Nov-26	11-Dec-26
A1680	Building A - Backfill / Fine Grade Building Pad	8d	8d	14-Dec-26	23-Dec-26
A1461	Building A - Install Radon Under-Slab Exhaust Pipes and Pits	10d	10d	24-Dec-26	08-Jan-27
BUILDING A - SLAB-ON-GRADE (SOG)		81d	81d	11-Jan-27	03-May-27
A1050	Building A - Set MEP to Grade / Set Blockouts	13d	13d	11-Jan-27	27-Jan-27
A1040	Building A - Install Underslab Insulation	5d	5d	11-Jan-27	15-Jan-27
A1060	Building A - Install Vapor Barrier	4d	4d	19-Jan-27	22-Jan-27

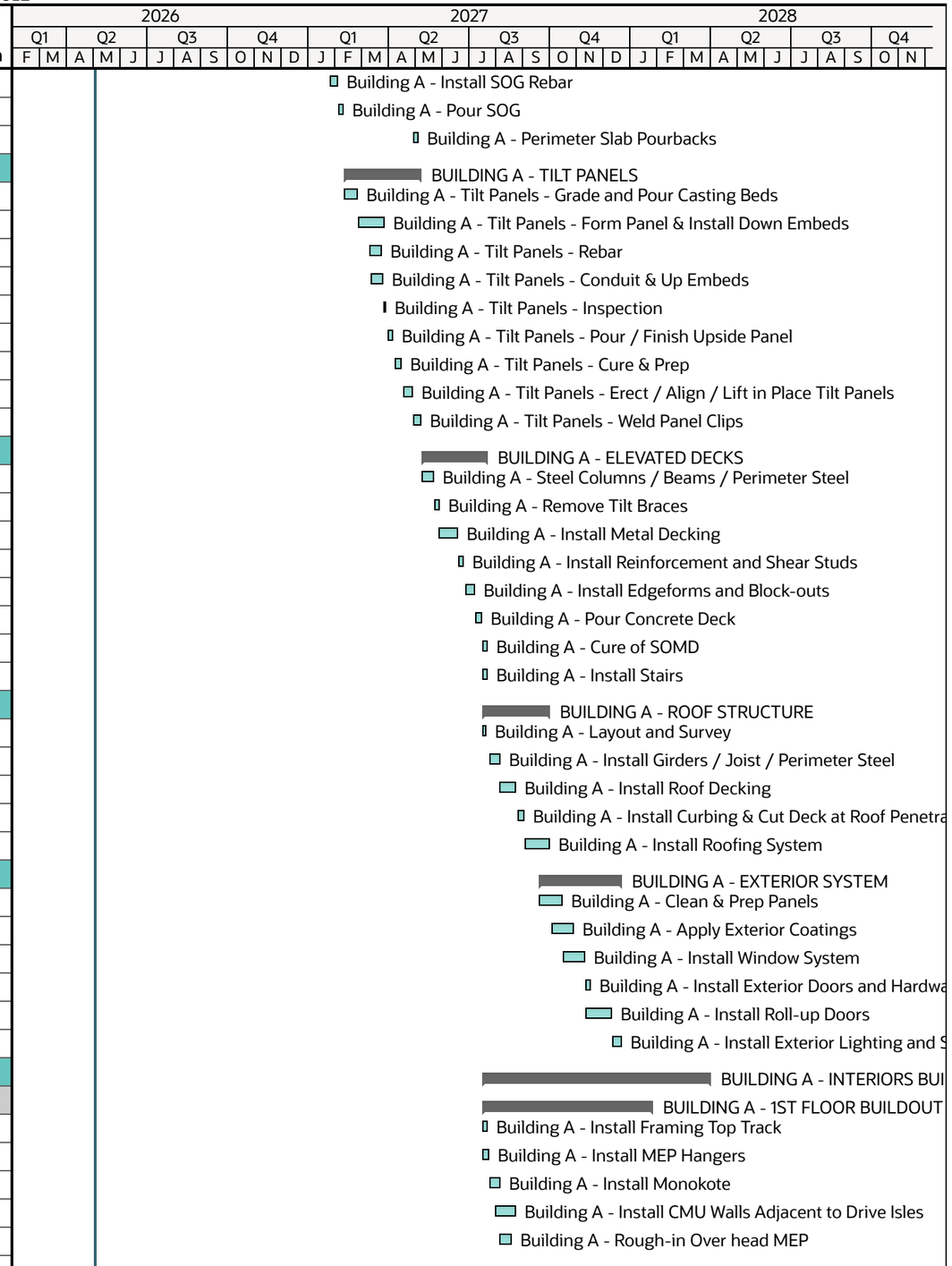


VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - A Martin
01-May-26

View Name: 02. VPOC - All Remain w/o Float - Deliverable
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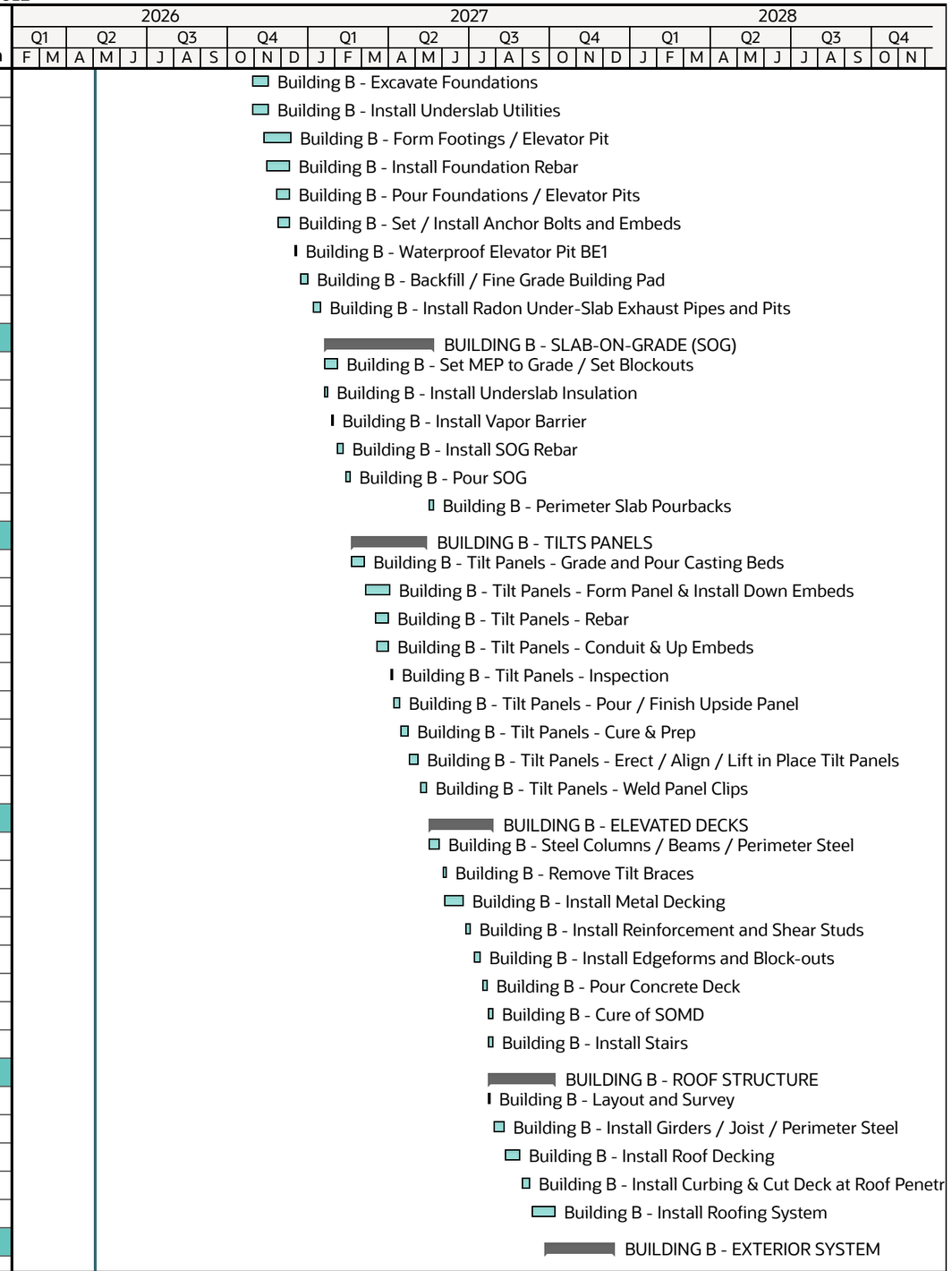
ID	Name	Planned Duration	Remaining Duration	Start	Finish
A1070	Building A - Install SOG Rebar	7d	7d	25-Jan-27	02-Feb-27
A1080	Building A - Pour SOG	5d	5d	03-Feb-27	09-Feb-27
A1030	Building A - Perimeter Slab Pourbacks	5d	5d	27-Apr-27	03-May-27
BUILDING A - TILT PANELS		62d	62d	09-Feb-27	06-May-27
A15112	Building A - Tilt Panels - Grade and Pour Casting Beds	10d	10d	09-Feb-27	23-Feb-27
A13920	Building A - Tilt Panels - Form Panel & Install Down Embeds	22d	22d	24-Feb-27	25-Mar-27
A13930	Building A - Tilt Panels - Rebar	12d	12d	08-Mar-27	23-Mar-27
A13940	Building A - Tilt Panels - Conduit & Up Embeds	12d	12d	09-Mar-27	24-Mar-27
A13950	Building A - Tilt Panels - Inspection	2d	2d	25-Mar-27	26-Mar-27
A13960	Building A - Tilt Panels - Pour / Finish Upside Panel	6d	6d	29-Mar-27	05-Apr-27
A13970	Building A - Tilt Panels - Cure & Prep	7d	7d	06-Apr-27	14-Apr-27
A13980	Building A - Tilt Panels - Erect / Align / Lift in Place Tilt Pan...	8d	8d	15-Apr-27	26-Apr-27
A14110	Building A - Tilt Panels - Weld Panel Clips	8d	8d	27-Apr-27	06-May-27
BUILDING A - ELEVATED DECKS		52d	52d	07-May-27	21-Jul-27
A1730	Building A - Steel Columns / Beams / Perimeter Steel	10d	10d	07-May-27	20-May-27
A1800	Building A - Remove Tilt Braces	5d	5d	21-May-27	28-May-27
A1740	Building A - Install Metal Decking	17d	17d	26-May-27	17-Jun-27
A1760	Building A - Install Reinforcement and Shear Studs	5d	5d	18-Jun-27	24-Jun-27
A1750	Building A - Install Edgeforms and Block-outs	7d	7d	25-Jun-27	06-Jul-27
A1770	Building A - Pour Concrete Deck	6d	6d	07-Jul-27	14-Jul-27
A1780	Building A - Cure of SOMD	5d	5d	15-Jul-27	21-Jul-27
A1790	Building A - Install Stairs	5d	5d	15-Jul-27	21-Jul-27
BUILDING A - ROOF STRUCTURE		55d	55d	15-Jul-27	30-Sep-27
A1180	Building A - Layout and Survey	3d	3d	15-Jul-27	19-Jul-27
A1190	Building A - Install Girders / Joist / Perimeter Steel	10d	10d	22-Jul-27	04-Aug-27
A1200	Building A - Install Roof Decking	15d	15d	03-Aug-27	23-Aug-27
A1210	Building A - Install Curbing & Cut Deck at Roof Penetrations	7d	7d	24-Aug-27	01-Sep-27
A1220	Building A - Install Roofing System	20d	20d	02-Sep-27	30-Sep-27
BUILDING A - EXTERIOR SYSTEM		66d	66d	17-Sep-27	21-Dec-27
A1230	Building A - Clean & Prep Panels	20d	20d	17-Sep-27	14-Oct-27
A1240	Building A - Apply Exterior Coatings	20d	20d	01-Oct-27	28-Oct-27
A1250	Building A - Install Window System	18d	18d	15-Oct-27	09-Nov-27
A1260	Building A - Install Exterior Doors and Hardware	4d	4d	10-Nov-27	15-Nov-27
A1270	Building A - Install Roll-up Doors	20d	20d	10-Nov-27	09-Dec-27
A1280	Building A - Install Exterior Lighting and Signage	8d	8d	10-Dec-27	21-Dec-27
BUILDING A - INTERIORS BUILDOUT		182d	182d	15-Jul-27	31-Mar-28
BUILDING A - 1ST FLOOR BUILDOUT		135d	135d	15-Jul-27	26-Jan-28
A1310	Building A - Install Framing Top Track	5d	5d	15-Jul-27	21-Jul-27
A1290	Building A - Install MEP Hangers	6d	6d	15-Jul-27	22-Jul-27
A1300	Building A - Install Monokote	10d	10d	22-Jul-27	04-Aug-27
A1320	Building A - Install CMU Walls Adjacent to Drive Isles	18d	18d	29-Jul-27	23-Aug-27
A1330	Building A - Rough-in Over head MEP	12d	12d	03-Aug-27	18-Aug-27



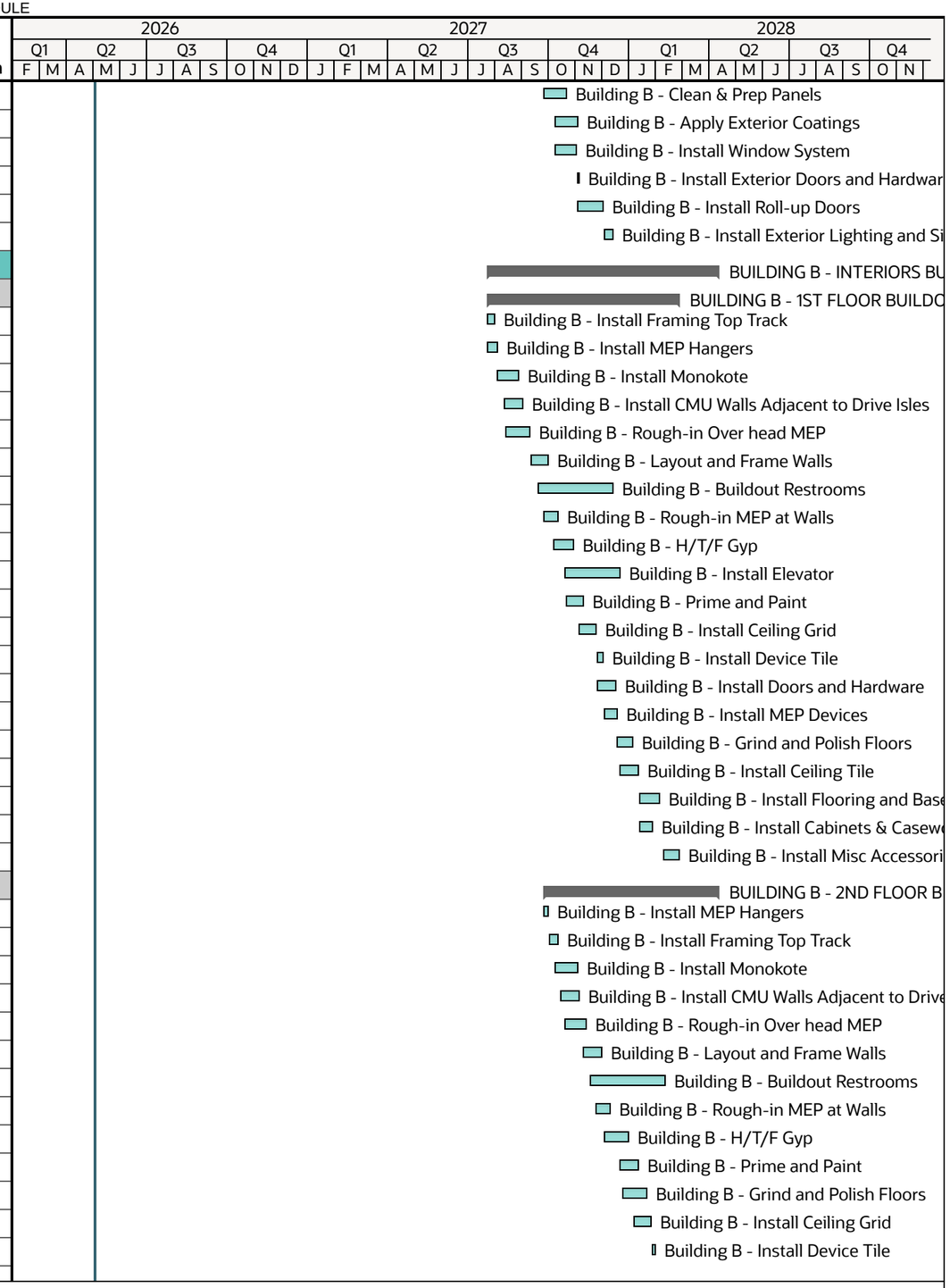
ID	Name	Planned Duration	Remaining Duration	Start	Finish
A1340	Building A - Layout and Frame Walls	8d	8d	19-Aug-27	30-Aug-27
A1460	Building A - Buildout Restrooms	60d	60d	26-Aug-27	18-Nov-27
A1350	Building A - Rough-in MEP at Walls	8d	8d	02-Sep-27	14-Sep-27
A1360	Building A - H/T/F Gyp	15d	15d	13-Sep-27	01-Oct-27
A1380	Building A - Prime and Paint	8d	8d	29-Sep-27	08-Oct-27
A1370	Building A - Install Elevator AE1	45d	45d	01-Oct-27	06-Dec-27
A1390	Building A - Install Ceiling Grid	8d	8d	13-Oct-27	22-Oct-27
A1400	Building A - Install Device Tile	4d	4d	25-Oct-27	28-Oct-27
A1450	Building A - Install Doors and Hardware	7d	7d	25-Oct-27	02-Nov-27
A1410	Building A - Install MEP Devices	6d	6d	29-Oct-27	05-Nov-27
A1500	Building A - Grind and Polish Floors	5d	5d	03-Nov-27	09-Nov-27
A1430	Building A - Install Ceiling Tile	4d	4d	08-Nov-27	11-Nov-27
A1470	Building A - Install Cabinets & Casework	5d	5d	12-Nov-27	18-Nov-27
A1440	Building A - Install Flooring and Base	5d	5d	19-Nov-27	29-Nov-27
A1490	Building A - Install Elevator AE2	45d	45d	19-Nov-27	26-Jan-28
A1475	Building A - Install Misc Accessories	7d	7d	30-Nov-27	08-Dec-27
BUILDING A - 2ND FLOOR BUILDOUT		127d	127d	01-Oct-27	31-Mar-28
A1480	Building A - Install MEP Hangers	6d	6d	01-Oct-27	08-Oct-27
A14680	Building A - Install Framing Top Track	5d	5d	11-Oct-27	15-Oct-27
A14690	Building A - Install Monokote	10d	10d	18-Oct-27	29-Oct-27
A14710	Building A - Rough-in Over head MEP	12d	12d	28-Oct-27	12-Nov-27
A14720	Building A - Layout and Frame Walls	7d	7d	15-Nov-27	23-Nov-27
A14730	Building A - Buildout Restrooms	60d	60d	22-Nov-27	17-Feb-28
A14740	Building A - Rough-in MEP at Walls	8d	8d	01-Dec-27	10-Dec-27
A14750	Building A - H/T/F Gyp	15d	15d	09-Dec-27	30-Dec-27
A14940	Building A - Grind and Polish Floors	20d	20d	23-Dec-27	21-Jan-28
A14770	Building A - Prime and Paint	7d	7d	28-Dec-27	06-Jan-28
A14780	Building A - Install Ceiling Grid	10d	10d	12-Jan-28	25-Jan-28
A14790	Building A - Install Device Tile	5d	5d	26-Jan-28	01-Feb-28
A14800	Building A - Install Doors and Hardware	8d	8d	26-Jan-28	04-Feb-28
A14810	Building A - Install MEP Devices	6d	6d	02-Feb-28	09-Feb-28
A14820	Building A - Install Ceiling Tile	10d	10d	10-Feb-28	23-Feb-28
A14840	Building A - Install Cabinets & Casework	12d	12d	24-Feb-28	10-Mar-28
A14830	Building A - Install Flooring and Base	12d	12d	24-Feb-28	10-Mar-28
A14850	Building A - Install Misc Accessories	15d	15d	13-Mar-28	31-Mar-28
BUILDING A - COMMISSIONING / PUNCHLIST		30d	30d	28-Feb-28	07-Apr-28
A1170	Building A - Commissioning / Punchlist	30d	30d	28-Feb-28	07-Apr-28
BUILDING B		418d	418d	26-Aug-26	18-Apr-28
BUILDING B - FOUNDATIONS		98d	98d	26-Aug-26	15-Jan-27
B13990	Building B - Grade Building Pad	10d	10d	26-Aug-26	09-Sep-26
B14050	Building B - Underslab MEP Coordination	10d	10d	29-Sep-26	12-Oct-26
B14000	Building B - Install Agg-Piers (Approx 653 @ 7'-0" OC)	20d	20d	29-Sep-26	26-Oct-26



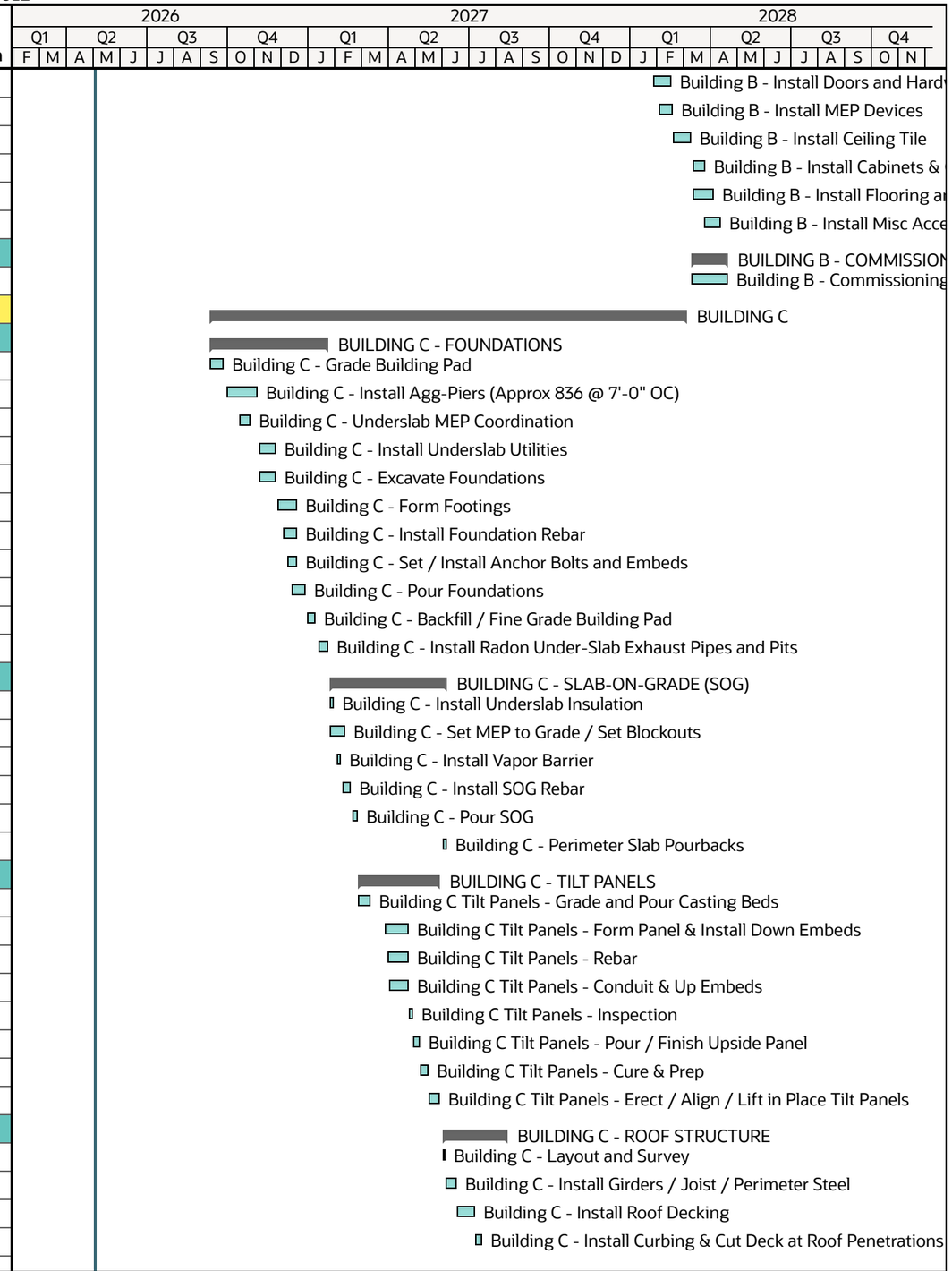
ID	Name	Planned Duration	Remaining Duration	Start	Finish
B14080	Building B - Excavate Foundations	15d	15d	27-Oct-26	16-Nov-26
B14010	Building B - Install Underslab Utilities	15d	15d	27-Oct-26	16-Nov-26
B14020	Building B - Form Footings / Elevator Pit	22d	22d	10-Nov-26	11-Dec-26
B15122	Building B - Install Foundation Rebar	18d	18d	13-Nov-26	10-Dec-26
B15132	Building B - Pour Foundations / Elevator Pits	11d	11d	24-Nov-26	10-Dec-26
B15142	Building B - Set / Install Anchor Bolts and Embeds	10d	10d	25-Nov-26	10-Dec-26
B14040	Building B - Waterproof Elevator Pit BE1	5d	5d	14-Dec-26	18-Dec-26
B14030	Building B - Backfill / Fine Grade Building Pad	8d	8d	21-Dec-26	31-Dec-26
B15041	Building B - Install Radon Under-Slab Exhaust Pipes and Pits	10d	10d	04-Jan-27	15-Jan-27
BUILDING B - SLAB-ON-GRADE (SOG)		89d	89d	18-Jan-27	20-May-27
B15193	Building B - Set MEP to Grade / Set Blockouts	13d	13d	18-Jan-27	03-Feb-27
B15192	Building B - Install Underslab Insulation	5d	5d	18-Jan-27	22-Jan-27
B15194	Building B - Install Vapor Barrier	4d	4d	26-Jan-27	29-Jan-27
B15195	Building B - Install SOG Rebar	7d	7d	01-Feb-27	09-Feb-27
B15196	Building B - Pour SOG	5d	5d	10-Feb-27	16-Feb-27
B14190	Building B - Perimeter Slab Pourbacks	5d	5d	14-May-27	20-May-27
BUILDING B - TILTS PANELS		62d	62d	16-Feb-27	13-May-27
B15102	Building B - Tilt Panels - Grade and Pour Casting Beds	10d	10d	16-Feb-27	02-Mar-27
B14130	Building B - Tilt Panels - Form Panel & Install Down Embeds	22d	22d	03-Mar-27	01-Apr-27
B14140	Building B - Tilt Panels - Rebar	12d	12d	15-Mar-27	30-Mar-27
B13970	Building B - Tilt Panels - Conduit & Up Embeds	12d	12d	16-Mar-27	31-Mar-27
B13980	Building B - Tilt Panels - Inspection	2d	2d	01-Apr-27	02-Apr-27
B13991	Building B - Tilt Panels - Pour / Finish Upside Panel	6d	6d	05-Apr-27	12-Apr-27
B14150	Building B - Tilt Panels - Cure & Prep	7d	7d	13-Apr-27	21-Apr-27
B14160	Building B - Tilt Panels - Erect / Align / Lift in Place Tilt Pan...	8d	8d	22-Apr-27	03-May-27
B14170	Building B - Tilt Panels - Weld Panel Clips	8d	8d	04-May-27	13-May-27
BUILDING B - ELEVATED DECKS		51d	51d	14-May-27	27-Jul-27
B14200	Building B - Steel Columns / Beams / Perimeter Steel	10d	10d	14-May-27	28-May-27
B14210	Building B - Remove Tilt Braces	5d	5d	31-May-27	04-Jun-27
B14220	Building B - Install Metal Decking	17d	17d	02-Jun-27	24-Jun-27
B14230	Building B - Install Reinforcement and Shear Studs	5d	5d	25-Jun-27	01-Jul-27
B14240	Building B - Install Edgeforms and Block-outs	7d	7d	05-Jul-27	13-Jul-27
B14250	Building B - Pour Concrete Deck	5d	5d	14-Jul-27	20-Jul-27
B14260	Building B - Cure of SOMD	5d	5d	21-Jul-27	27-Jul-27
B14270	Building B - Install Stairs	5d	5d	21-Jul-27	27-Jul-27
BUILDING B - ROOF STRUCTURE		55d	55d	21-Jul-27	06-Oct-27
B14280	Building B - Layout and Survey	3d	3d	21-Jul-27	23-Jul-27
B14290	Building B - Install Girders / Joist / Perimeter Steel	10d	10d	28-Jul-27	10-Aug-27
B14300	Building B - Install Roof Decking	15d	15d	09-Aug-27	27-Aug-27
B14310	Building B - Install Curbing & Cut Deck at Roof Penetrations	7d	7d	30-Aug-27	08-Sep-27
B14320	Building B - Install Roofing System	20d	20d	09-Sep-27	06-Oct-27
BUILDING B - EXTERIOR SYSTEM		56d	56d	23-Sep-27	13-Dec-27



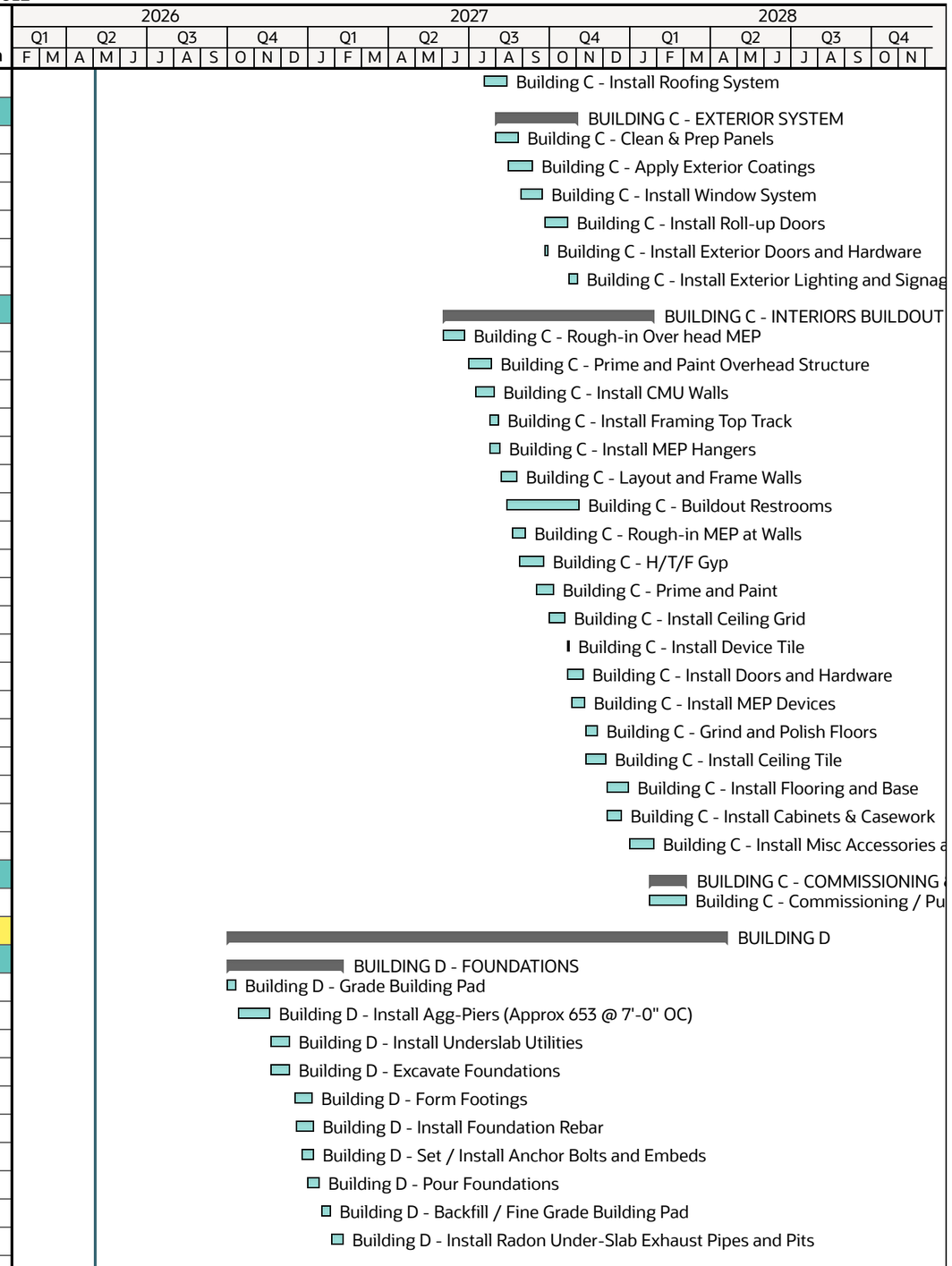
ID	Name	Planned Duration	Remaining Duration	Start	Finish
B14330	Building B - Clean & Prep Panels	20d	20d	23-Sep-27	20-Oct-27
B14340	Building B - Apply Exterior Coatings	20d	20d	07-Oct-27	03-Nov-27
B14350	Building B - Install Window System	18d	18d	07-Oct-27	01-Nov-27
B14360	Building B - Install Exterior Doors and Hardware	4d	4d	02-Nov-27	05-Nov-27
B14370	Building B - Install Roll-up Doors	20d	20d	02-Nov-27	01-Dec-27
B14380	Building B - Install Exterior Lighting and Signage	8d	8d	02-Dec-27	13-Dec-27
BUILDING B - INTERIORS BUILDOUT		185d	185d	21-Jul-27	11-Apr-28
BUILDING B - 1ST FLOOR BUILDOUT		153d	153d	21-Jul-27	25-Feb-28
B14400	Building B - Install Framing Top Track	8d	8d	21-Jul-27	30-Jul-27
B14390	Building B - Install MEP Hangers	10d	10d	21-Jul-27	03-Aug-27
B14410	Building B - Install Monokote	20d	20d	02-Aug-27	27-Aug-27
B14420	Building B - Install CMU Walls Adjacent to Drive Isles	18d	18d	09-Aug-27	01-Sep-27
B14430	Building B - Rough-in Over head MEP	20d	20d	12-Aug-27	09-Sep-27
B14440	Building B - Layout and Frame Walls	15d	15d	10-Sep-27	30-Sep-27
B14460	Building B - Buildout Restrooms	60d	60d	17-Sep-27	13-Dec-27
B14450	Building B - Rough-in MEP at Walls	12d	12d	24-Sep-27	11-Oct-27
B14470	Building B - H/T/F Gyp	20d	20d	04-Oct-27	29-Oct-27
B14480	Building B - Install Elevator	45d	45d	18-Oct-27	21-Dec-27
B14490	Building B - Prime and Paint	15d	15d	20-Oct-27	09-Nov-27
B14500	Building B - Install Ceiling Grid	15d	15d	03-Nov-27	23-Nov-27
B14510	Building B - Install Device Tile	4d	4d	24-Nov-27	01-Dec-27
B14520	Building B - Install Doors and Hardware	15d	15d	24-Nov-27	16-Dec-27
B14530	Building B - Install MEP Devices	12d	12d	02-Dec-27	17-Dec-27
B14700	Building B - Grind and Polish Floors	12d	12d	17-Dec-27	05-Jan-28
B14540	Building B - Install Ceiling Tile	15d	15d	20-Dec-27	11-Jan-28
B14550	Building B - Install Flooring and Base	18d	18d	12-Jan-28	04-Feb-28
B14560	Building B - Install Cabinets & Casework	12d	12d	12-Jan-28	27-Jan-28
B14565	Building B - Install Misc Accessories	15d	15d	07-Feb-28	25-Feb-28
BUILDING B - 2ND FLOOR BUILDOUT		140d	140d	23-Sep-27	11-Apr-28
B14575	Building B - Install MEP Hangers	5d	5d	23-Sep-27	29-Sep-27
B14860	Building B - Install Framing Top Track	8d	8d	30-Sep-27	11-Oct-27
B14870	Building B - Install Monokote	20d	20d	06-Oct-27	02-Nov-27
B14880	Building B - Install CMU Walls Adjacent to Drive Isles	18d	18d	13-Oct-27	05-Nov-27
B14890	Building B - Rough-in Over head MEP	20d	20d	18-Oct-27	12-Nov-27
B14900	Building B - Layout and Frame Walls	15d	15d	08-Nov-27	30-Nov-27
B14910	Building B - Buildout Restrooms	60d	60d	15-Nov-27	10-Feb-28
B14920	Building B - Rough-in MEP at Walls	12d	12d	22-Nov-27	09-Dec-27
B14930	Building B - H/T/F Gyp	20d	20d	02-Dec-27	30-Dec-27
B14950	Building B - Prime and Paint	15d	15d	20-Dec-27	11-Jan-28
B15040	Building B - Grind and Polish Floors	20d	20d	22-Dec-27	20-Jan-28
B14960	Building B - Install Ceiling Grid	15d	15d	05-Jan-28	25-Jan-28
B14970	Building B - Install Device Tile	4d	4d	26-Jan-28	31-Jan-28



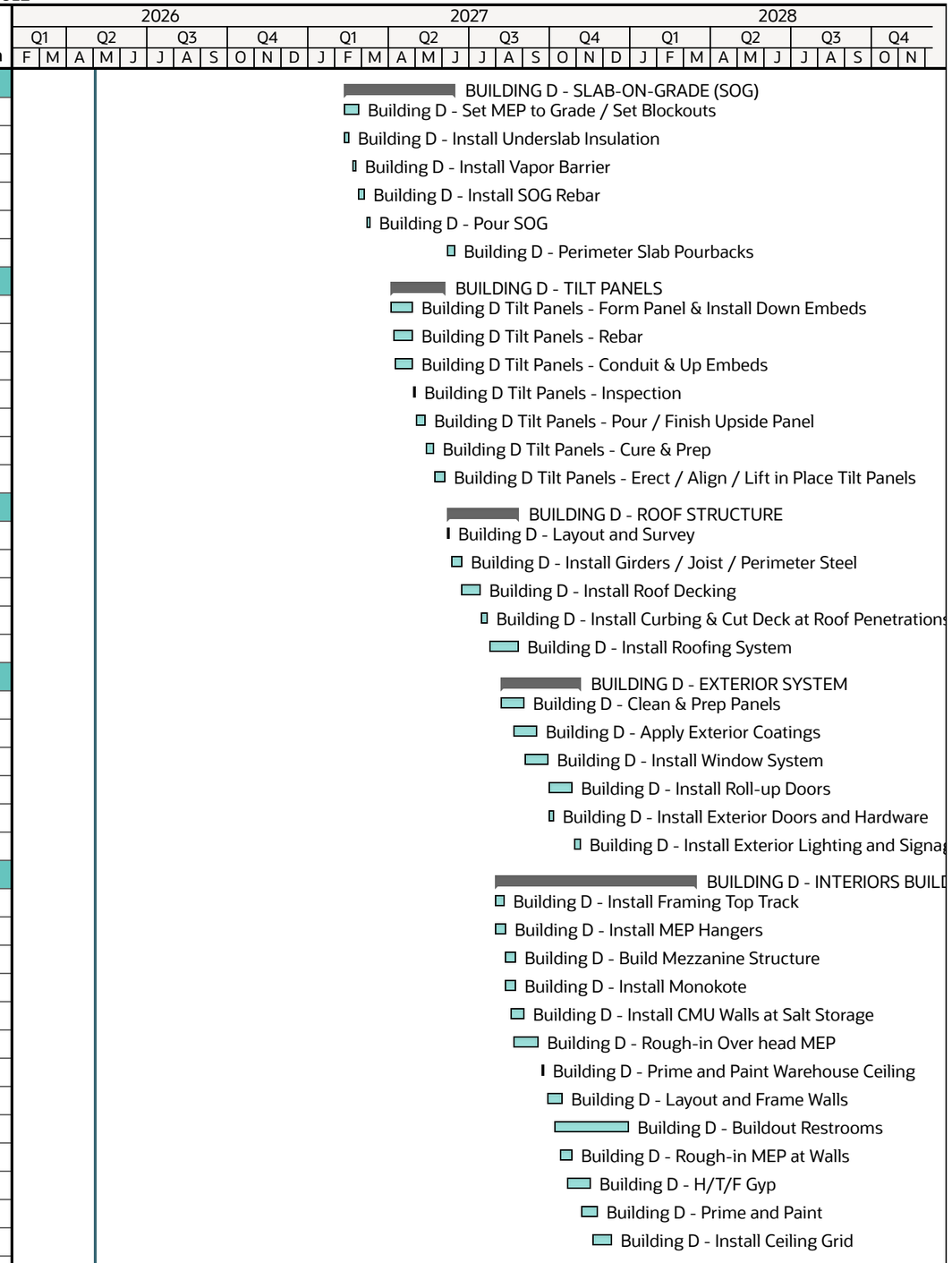
ID	Name	Planned Duration	Remaining Duration	Start	Finish
B14980	Building B - Install Doors and Hardware	15d	15d	26-Jan-28	15-Feb-28
B14990	Building B - Install MEP Devices	12d	12d	01-Feb-28	16-Feb-28
B15000	Building B - Install Ceiling Tile	15d	15d	17-Feb-28	08-Mar-28
B15020	Building B - Install Cabinets & Casework	12d	12d	09-Mar-28	24-Mar-28
B15010	Building B - Install Flooring and Base	18d	18d	09-Mar-28	03-Apr-28
B15030	Building B - Install Misc Accessories	15d	15d	22-Mar-28	11-Apr-28
BUILDING B - COMMISSIONING & PUNCHLIST		30d	30d	08-Mar-28	18-Apr-28
B1240	Building B - Commissioning / Punchlist	30d	30d	08-Mar-28	18-Apr-28
BUILDING C		375d	375d	10-Sep-26	02-Mar-28
BUILDING C - FOUNDATIONS		93d	93d	10-Sep-26	22-Jan-27
C14080	Building C - Grade Building Pad	12d	12d	10-Sep-26	25-Sep-26
C14090	Building C - Install Agg-Piers (Approx 836 @ 7'-0" OC)	27d	27d	28-Sep-26	03-Nov-26
C14140	Building C - Underslab MEP Coordination	10d	10d	13-Oct-26	26-Oct-26
C14100	Building C - Install Underslab Utilities	15d	15d	04-Nov-26	24-Nov-26
C14095	Building C - Excavate Foundations	15d	15d	04-Nov-26	24-Nov-26
C14110	Building C - Form Footings	15d	15d	25-Nov-26	17-Dec-26
C15152	Building C - Install Foundation Rebar	13d	13d	02-Dec-26	18-Dec-26
C15172	Building C - Set / Install Anchor Bolts and Embeds	10d	10d	07-Dec-26	18-Dec-26
C15162	Building C - Pour Foundations	11d	11d	11-Dec-26	28-Dec-26
C14120	Building C - Backfill / Fine Grade Building Pad	8d	8d	29-Dec-26	08-Jan-27
C15042	Building C - Install Radon Under-Slab Exhaust Pipes and Pits	10d	10d	11-Jan-27	22-Jan-27
BUILDING C - SLAB-ON-GRADE (SOG)		94d	94d	25-Jan-27	04-Jun-27
C15206	Building C - Install Underslab Insulation	5d	5d	25-Jan-27	29-Jan-27
C15216	Building C - Set MEP to Grade / Set Blockouts	13d	13d	25-Jan-27	10-Feb-27
C15226	Building C - Install Vapor Barrier	4d	4d	02-Feb-27	05-Feb-27
C15236	Building C - Install SOG Rebar	7d	7d	08-Feb-27	16-Feb-27
C15246	Building C - Pour SOG	5d	5d	17-Feb-27	23-Feb-27
C14922	Building C - Perimeter Slab Pourbacks	5d	5d	31-May-27	04-Jun-27
BUILDING C - TILT PANELS		68d	68d	23-Feb-27	28-May-27
C15092	Building C Tilt Panels - Grade and Pour Casting Beds	10d	10d	23-Feb-27	09-Mar-27
C15062	Building C Tilt Panels - Form Panel & Install Down Embeds	20d	20d	25-Mar-27	22-Apr-27
C15072	Building C Tilt Panels - Rebar	17d	17d	29-Mar-27	21-Apr-27
C14000	Building C Tilt Panels - Conduit & Up Embeds	17d	17d	30-Mar-27	22-Apr-27
C14010	Building C Tilt Panels - Inspection	2d	2d	22-Apr-27	26-Apr-27
C14020	Building C Tilt Panels - Pour / Finish Upside Panel	7d	7d	26-Apr-27	05-May-27
C15082	Building C Tilt Panels - Cure & Prep	7d	7d	05-May-27	14-May-27
C15052	Building C Tilt Panels - Erect / Align / Lift in Place Tilt Panels	10d	10d	14-May-27	28-May-27
BUILDING C - ROOF STRUCTURE		53d	53d	31-May-27	12-Aug-27
C14950	Building C - Layout and Survey	3d	3d	31-May-27	02-Jun-27
C14960	Building C - Install Girders / Joist / Perimeter Steel	10d	10d	03-Jun-27	16-Jun-27
C14970	Building C - Install Roof Decking	15d	15d	15-Jun-27	06-Jul-27
C14980	Building C - Install Curbing & Cut Deck at Roof Penetrations	7d	7d	07-Jul-27	15-Jul-27



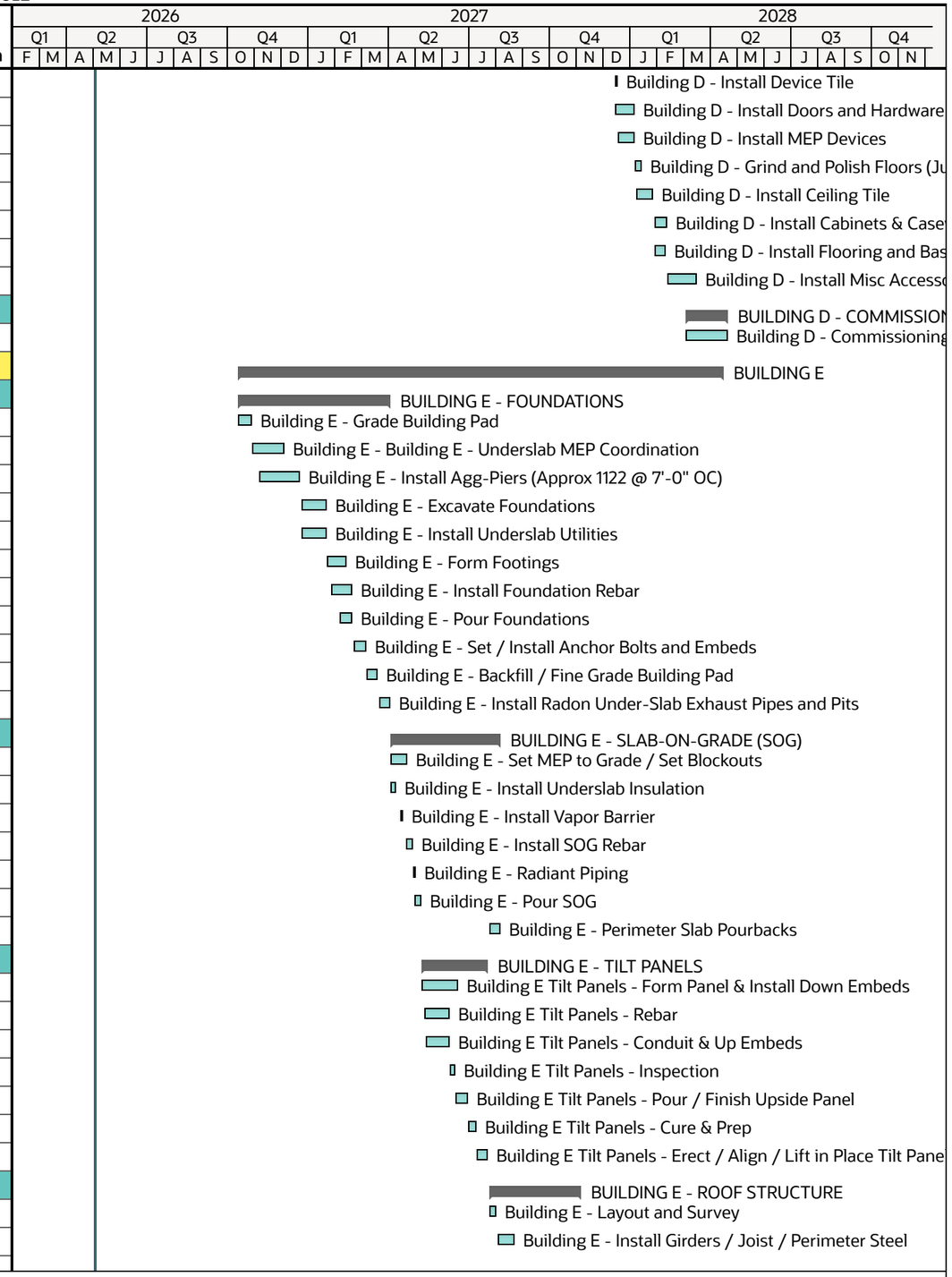
ID	Name	Planned Duration	Remaining Duration	Start	Finish
C14990	Building C - Install Roofing System	20d	20d	16-Jul-27	12-Aug-27
BUILDING C - EXTERIOR SYSTEM		66d	66d	30-Jul-27	01-Nov-27
C15000	Building C - Clean & Prep Panels	20d	20d	30-Jul-27	26-Aug-27
C15010	Building C - Apply Exterior Coatings	20d	20d	13-Aug-27	10-Sep-27
C15020	Building C - Install Window System	18d	18d	27-Aug-27	22-Sep-27
C15040	Building C - Install Roll-up Doors	20d	20d	23-Sep-27	20-Oct-27
C15030	Building C - Install Exterior Doors and Hardware	4d	4d	23-Sep-27	28-Sep-27
C15050	Building C - Install Exterior Lighting and Signage	8d	8d	21-Oct-27	01-Nov-27
BUILDING C - INTERIORS BUILDOUT		168d	168d	31-May-27	27-Jan-28
C14190	Building C - Rough-in Over head MEP	20d	20d	31-May-27	25-Jun-27
C14170	Building C - Prime and Paint Overhead Structure	20d	20d	28-Jun-27	26-Jul-27
C14180	Building C - Install CMU Walls	18d	18d	06-Jul-27	29-Jul-27
C14160	Building C - Install Framing Top Track	8d	8d	23-Jul-27	03-Aug-27
C14150	Building C - Install MEP Hangers	10d	10d	23-Jul-27	05-Aug-27
C14200	Building C - Layout and Frame Walls	15d	15d	04-Aug-27	24-Aug-27
C14210	Building C - Buildout Restrooms	60d	60d	11-Aug-27	03-Nov-27
C14220	Building C - Rough-in MEP at Walls	12d	12d	18-Aug-27	02-Sep-27
C14230	Building C - H/T/F Gyp	20d	20d	26-Aug-27	23-Sep-27
C14250	Building C - Prime and Paint	15d	15d	14-Sep-27	04-Oct-27
C14260	Building C - Install Ceiling Grid	15d	15d	28-Sep-27	18-Oct-27
C14270	Building C - Install Device Tile	4d	4d	19-Oct-27	22-Oct-27
C14280	Building C - Install Doors and Hardware	15d	15d	19-Oct-27	08-Nov-27
C14290	Building C - Install MEP Devices	12d	12d	25-Oct-27	09-Nov-27
C14300	Building C - Grind and Polish Floors	12d	12d	09-Nov-27	24-Nov-27
C14310	Building C - Install Ceiling Tile	15d	15d	10-Nov-27	02-Dec-27
C14320	Building C - Install Flooring and Base	18d	18d	03-Dec-27	29-Dec-27
C14330	Building C - Install Cabinets & Casework	12d	12d	03-Dec-27	20-Dec-27
C14340	Building C - Install Misc Accessories and CFCI / OFCI Equip...	20d	20d	30-Dec-27	27-Jan-28
BUILDING C - COMMISSIONING & PUNCHLIST		30d	30d	21-Jan-28	02-Mar-28
C1310	Building C - Commissioning / Punchlist	30d	30d	21-Jan-28	02-Mar-28
BUILDING D		397d	397d	28-Sep-26	19-Apr-28
BUILDING D - FOUNDATIONS		92d	92d	28-Sep-26	08-Feb-27
D14170	Building D - Grade Building Pad	10d	10d	28-Sep-26	09-Oct-26
D14180	Building D - Install Agg-Piers (Approx 653 @ 7'-0" OC)	27d	27d	12-Oct-26	17-Nov-26
D14190	Building D - Install Underslab Utilities	15d	15d	18-Nov-26	10-Dec-26
D14260	Building D - Excavate Foundations	15d	15d	18-Nov-26	10-Dec-26
D14200	Building D - Form Footings	15d	15d	14-Dec-26	05-Jan-27
D15182	Building D - Install Foundation Rebar	13d	13d	17-Dec-26	06-Jan-27
D15202	Building D - Set / Install Anchor Bolts and Embeds	10d	10d	22-Dec-26	06-Jan-27
D15192	Building D - Pour Foundations	11d	11d	29-Dec-26	13-Jan-27
D14210	Building D - Backfill / Fine Grade Building Pad	8d	8d	14-Jan-27	25-Jan-27
D15043	Building D - Install Radon Under-Slab Exhaust Pipes and Pits	10d	10d	26-Jan-27	08-Feb-27



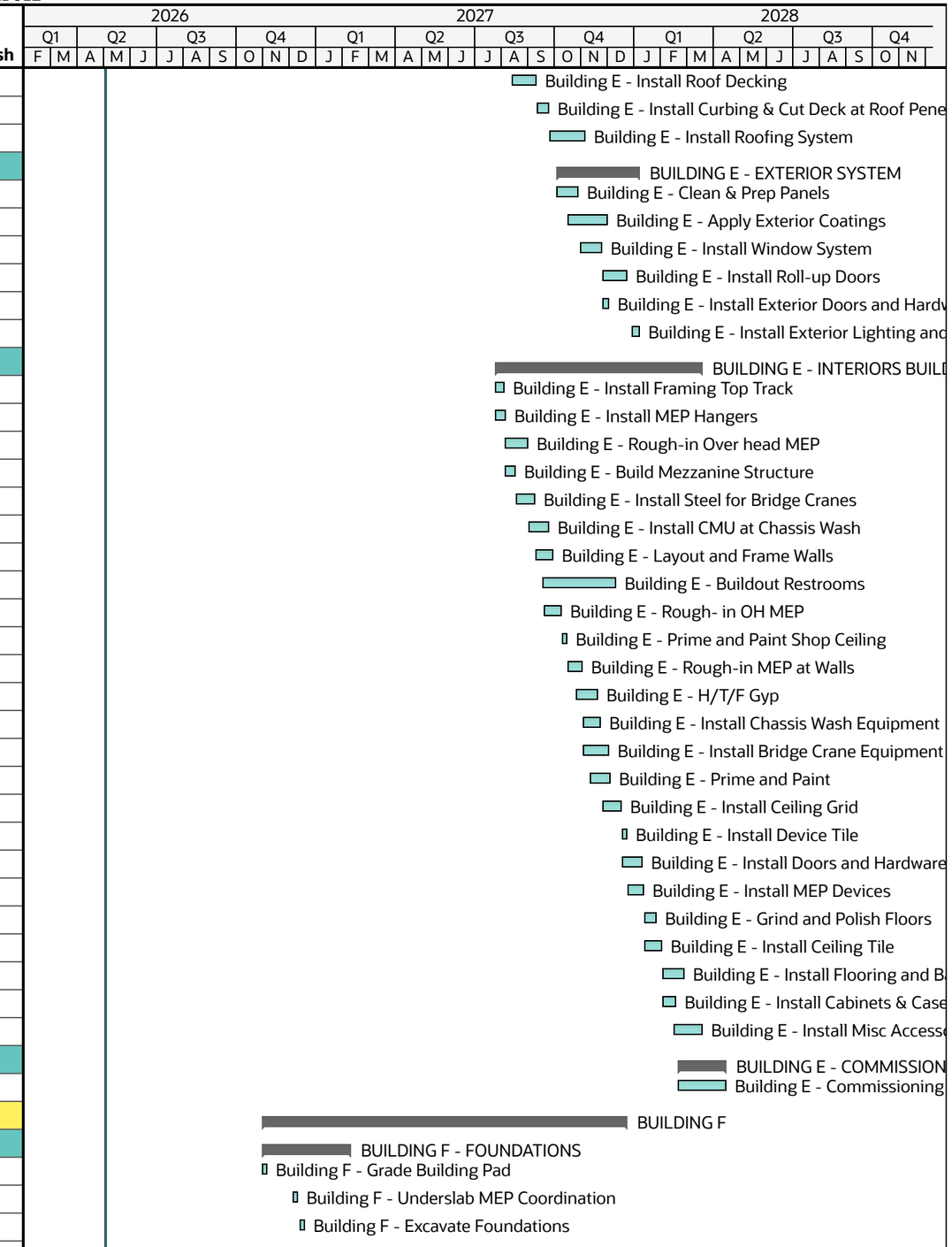
ID	Name	Planned Duration	Remaining Duration	Start	Finish
BUILDING D - SLAB-ON-GRADE (SOG)		89d	89d	09-Feb-27	14-Jun-27
D15266	Building D - Set MEP to Grade / Set Blockouts	13d	13d	09-Feb-27	25-Feb-27
D15256	Building D - Install Underslab Insulation	5d	5d	09-Feb-27	15-Feb-27
D15276	Building D - Install Vapor Barrier	4d	4d	17-Feb-27	22-Feb-27
D15286	Building D - Install SOG Rebar	7d	7d	23-Feb-27	03-Mar-27
D15296	Building D - Pour SOG	5d	5d	04-Mar-27	10-Mar-27
D15102	Building D - Perimeter Slab Pourbacks	7d	7d	04-Jun-27	14-Jun-27
BUILDING D - TILT PANELS		45d	45d	01-Apr-27	03-Jun-27
D14480	Building D Tilt Panels - Form Panel & Install Down Embeds	18d	18d	01-Apr-27	27-Apr-27
D14230	Building D Tilt Panels - Rebar	15d	15d	05-Apr-27	26-Apr-27
D14030	Building D Tilt Panels - Conduit & Up Embeds	15d	15d	06-Apr-27	27-Apr-27
D14040	Building D Tilt Panels - Inspection	2d	2d	27-Apr-27	29-Apr-27
D14050	Building D Tilt Panels - Pour / Finish Upside Panel	8d	8d	29-Apr-27	11-May-27
D14240	Building D Tilt Panels - Cure & Prep	7d	7d	11-May-27	20-May-27
D14250	Building D Tilt Panels - Erect / Align / Lift in Place Tilt Panels	10d	10d	20-May-27	03-Jun-27
BUILDING D - ROOF STRUCTURE		58d	58d	04-Jun-27	25-Aug-27
D15060	Building D - Layout and Survey	3d	3d	04-Jun-27	08-Jun-27
D15070	Building D - Install Girders / Joist / Perimeter Steel	10d	10d	09-Jun-27	22-Jun-27
D15080	Building D - Install Roof Decking	15d	15d	21-Jun-27	12-Jul-27
D15090	Building D - Install Curbing & Cut Deck at Roof Penetrations	7d	7d	13-Jul-27	21-Jul-27
D15100	Building D - Install Roofing System	25d	25d	22-Jul-27	25-Aug-27
BUILDING D - EXTERIOR SYSTEM		66d	66d	05-Aug-27	05-Nov-27
D15160	Building D - Clean & Prep Panels	20d	20d	05-Aug-27	01-Sep-27
D15170	Building D - Apply Exterior Coatings	20d	20d	19-Aug-27	16-Sep-27
D15180	Building D - Install Window System	18d	18d	02-Sep-27	28-Sep-27
D15200	Building D - Install Roll-up Doors	20d	20d	29-Sep-27	26-Oct-27
D15190	Building D - Install Exterior Doors and Hardware	4d	4d	29-Sep-27	04-Oct-27
D15210	Building D - Install Exterior Lighting and Signage	8d	8d	27-Oct-27	05-Nov-27
BUILDING D - INTERIORS BUILDOUT		160d	160d	29-Jul-27	15-Mar-28
D14280	Building D - Install Framing Top Track	8d	8d	29-Jul-27	09-Aug-27
D14270	Building D - Install MEP Hangers	10d	10d	29-Jul-27	11-Aug-27
D14360	Building D - Build Mezzanine Structure	10d	10d	10-Aug-27	23-Aug-27
D14290	Building D - Install Monokote	10d	10d	10-Aug-27	23-Aug-27
D14300	Building D - Install CMU Walls at Salt Storage	12d	12d	17-Aug-27	01-Sep-27
D14310	Building D - Rough-in Over head MEP	20d	20d	20-Aug-27	17-Sep-27
D14470	Building D - Prime and Paint Warehouse Ceiling	5d	5d	20-Sep-27	24-Sep-27
D14320	Building D - Layout and Frame Walls	15d	15d	27-Sep-27	15-Oct-27
D14330	Building D - Buildout Restrooms	60d	60d	04-Oct-27	29-Dec-27
D14340	Building D - Rough-in MEP at Walls	12d	12d	11-Oct-27	26-Oct-27
D14350	Building D - H/T/F Gyp	20d	20d	19-Oct-27	15-Nov-27
D14370	Building D - Prime and Paint	15d	15d	04-Nov-27	24-Nov-27
D14380	Building D - Install Ceiling Grid	15d	15d	18-Nov-27	10-Dec-27



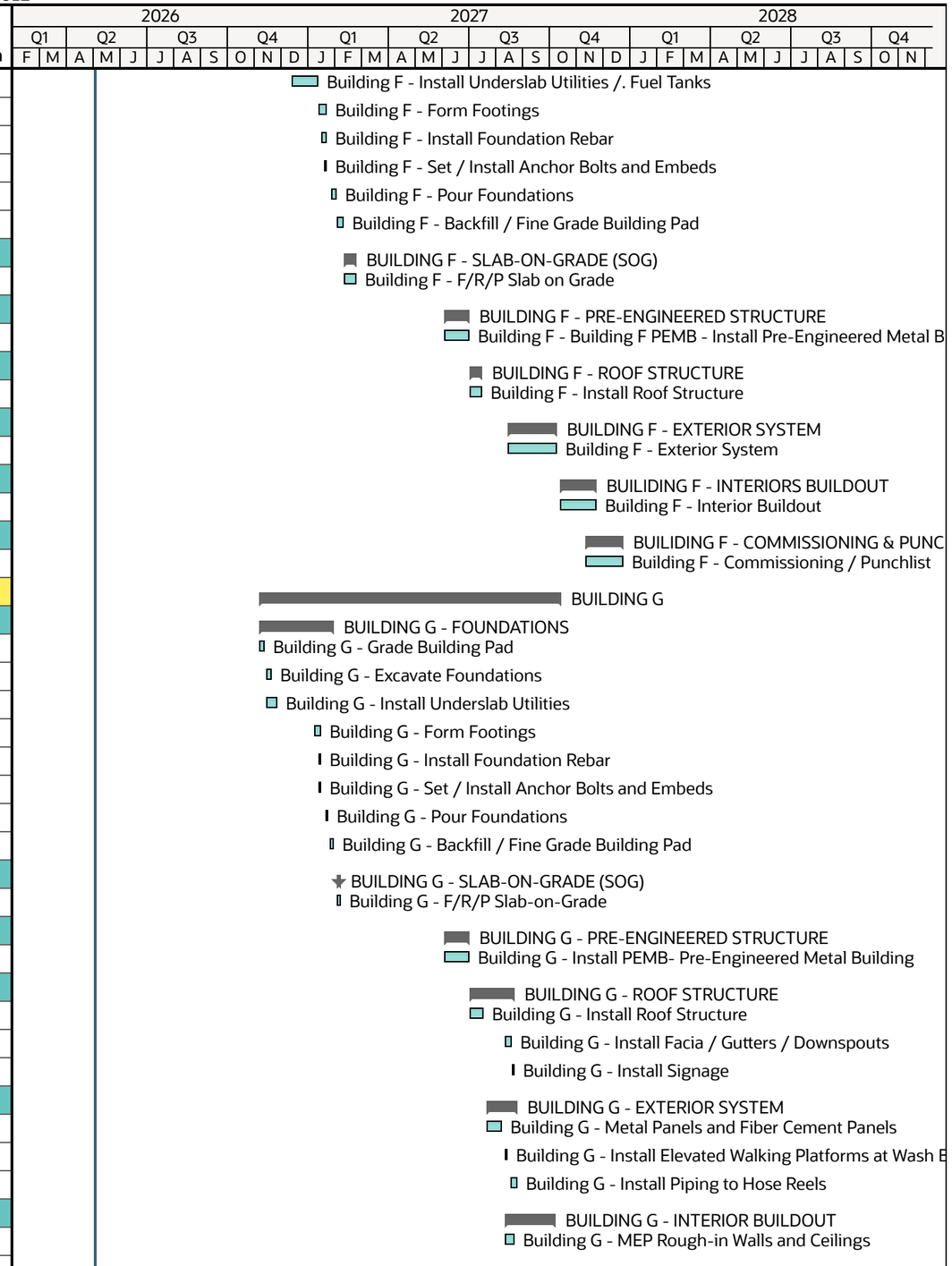
ID	Name	Planned Duration	Remaining Duration	Start	Finish
D14390	Building D - Install Device Tile	4d	4d	13-Dec-27	16-Dec-27
D14400	Building D - Install Doors and Hardware	15d	15d	13-Dec-27	04-Jan-28
D14410	Building D - Install MEP Devices	12d	12d	17-Dec-27	05-Jan-28
D14420	Building D - Grind and Polish Floors (Just the Restrooms)	7d	7d	05-Jan-28	13-Jan-28
D14430	Building D - Install Ceiling Tile	15d	15d	06-Jan-28	26-Jan-28
D14450	Building D - Install Cabinets & Casework	12d	12d	27-Jan-28	11-Feb-28
D14440	Building D - Install Flooring and Base	10d	10d	27-Jan-28	09-Feb-28
D14460	Building D - Install Misc Accessories and CFCI / OFCI Equip...	25d	25d	10-Feb-28	15-Mar-28
BUILDING D - COMMISSIONING & PUNCHLIST		35d	35d	02-Mar-28	19-Apr-28
D1380	Building D - Commissioning / Punchlist	35d	35d	02-Mar-28	19-Apr-28
BUILDING E		383d	383d	12-Oct-26	13-Apr-28
BUILDING E - FOUNDATIONS		120d	120d	12-Oct-26	01-Apr-27
E14260	Building E - Grade Building Pad	13d	13d	12-Oct-26	28-Oct-26
E14360	Building E - Building E - Underslab MEP Coordination	25d	25d	27-Oct-26	02-Dec-26
E14270	Building E - Install Agg-Piers (Approx 1122 @ 7'-0" OC)	32d	32d	04-Nov-26	21-Dec-26
E14350	Building E - Excavate Foundations	20d	20d	22-Dec-26	20-Jan-27
E14280	Building E - Install Underslab Utilities	20d	20d	22-Dec-26	20-Jan-27
E14290	Building E - Form Footings	17d	17d	21-Jan-27	12-Feb-27
E15212	Building E - Install Foundation Rebar	18d	18d	26-Jan-27	18-Feb-27
E15222	Building E - Pour Foundations	11d	11d	04-Feb-27	18-Feb-27
E15232	Building E - Set / Install Anchor Bolts and Embeds	10d	10d	19-Feb-27	04-Mar-27
E14300	Building E - Backfill / Fine Grade Building Pad	10d	10d	05-Mar-27	18-Mar-27
E14320	Building E - Install Radon Under-Slab Exhaust Pipes and Pits	10d	10d	19-Mar-27	01-Apr-27
BUILDING E - SLAB-ON-GRADE (SOG)		87d	87d	02-Apr-27	04-Aug-27
D15316	Building E - Set MEP to Grade / Set Blockouts	13d	13d	02-Apr-27	20-Apr-27
D15306	Building E - Install Underslab Insulation	5d	5d	02-Apr-27	08-Apr-27
D15326	Building E - Install Vapor Barrier	5d	5d	12-Apr-27	16-Apr-27
D15336	Building E - Install SOG Rebar	7d	7d	19-Apr-27	27-Apr-27
E15280	Building E - Radiant Piping	5d	5d	26-Apr-27	30-Apr-27
D15346	Building E - Pour SOG	7d	7d	28-Apr-27	06-May-27
D15220	Building E - Perimeter Slab Pourbacks	10d	10d	22-Jul-27	04-Aug-27
BUILDING E - TILT PANELS		54d	54d	06-May-27	21-Jul-27
E14620	Building E Tilt Panels - Form Panel & Install Down Embeds	30d	30d	06-May-27	17-Jun-27
E14630	Building E Tilt Panels - Rebar	20d	20d	10-May-27	07-Jun-27
E14060	Building E Tilt Panels - Conduit & Up Embeds	20d	20d	11-May-27	08-Jun-27
E14070	Building E Tilt Panels - Inspection	4d	4d	08-Jun-27	14-Jun-27
E14080	Building E Tilt Panels - Pour / Finish Upside Panel	10d	10d	14-Jun-27	28-Jun-27
E14330	Building E Tilt Panels - Cure & Prep	7d	7d	28-Jun-27	07-Jul-27
E14340	Building E Tilt Panels - Erect / Align / Lift in Place Tilt Panels	10d	10d	07-Jul-27	21-Jul-27
BUILDING E - ROOF STRUCTURE		75d	75d	22-Jul-27	04-Nov-27
E15110	Building E - Layout and Survey	7d	7d	22-Jul-27	30-Jul-27
E15120	Building E - Install Girders / Joist / Perimeter Steel	15d	15d	02-Aug-27	20-Aug-27



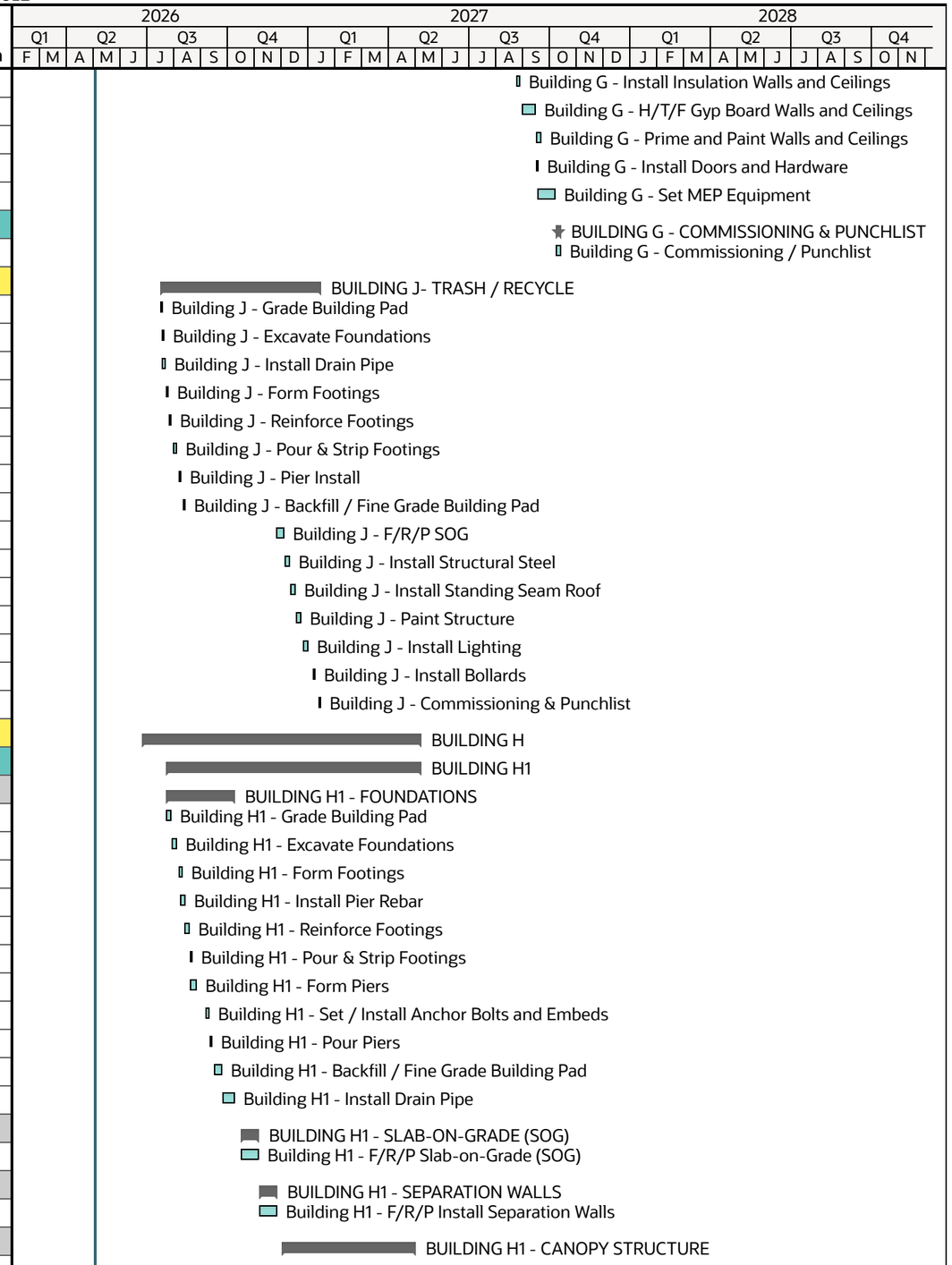
ID	Name	Planned Duration	Remaining Duration	Start	Finish
E15130	Building E - Install Roof Decking	20d	20d	12-Aug-27	09-Sep-27
E15140	Building E - Install Curbing & Cut Deck at Roof Penetrations	10d	10d	10-Sep-27	23-Sep-27
E15150	Building E - Install Roofing System	30d	30d	24-Sep-27	04-Nov-27
BUILDING E - EXTERIOR SYSTEM		66d	66d	01-Oct-27	06-Jan-28
E15220	Building E - Clean & Prep Panels	20d	20d	01-Oct-27	28-Oct-27
E15230	Building E - Apply Exterior Coatings	30d	30d	15-Oct-27	29-Nov-27
E15240	Building E - Install Window System	18d	18d	29-Oct-27	23-Nov-27
E15260	Building E - Install Roll-up Doors	20d	20d	24-Nov-27	23-Dec-27
E15250	Building E - Install Exterior Doors and Hardware	4d	4d	24-Nov-27	01-Dec-27
E15270	Building E - Install Exterior Lighting and Signage	8d	8d	27-Dec-27	06-Jan-28
BUILDING E - INTERIORS BUILDOUT		167d	167d	22-Jul-27	17-Mar-28
E14380	Building E - Install Framing Top Track	8d	8d	22-Jul-27	02-Aug-27
E14370	Building E - Install MEP Hangers	10d	10d	22-Jul-27	04-Aug-27
E14410	Building E - Rough-in Over head MEP	20d	20d	03-Aug-27	30-Aug-27
E14400	Building E - Build Mezzanine Structure	10d	10d	03-Aug-27	16-Aug-27
E14460	Building E - Install Steel for Bridge Cranes	15d	15d	17-Aug-27	07-Sep-27
E14610	Building E - Install CMU at Chassis Wash	18d	18d	31-Aug-27	24-Sep-27
E14420	Building E - Layout and Frame Walls	15d	15d	08-Sep-27	28-Sep-27
E14430	Building E - Buildout Restrooms	60d	60d	15-Sep-27	09-Dec-27
E14570	Building E - Rough- in OH MEP	15d	15d	17-Sep-27	07-Oct-27
E14580	Building E - Prime and Paint Shop Ceiling	5d	5d	08-Oct-27	14-Oct-27
E14440	Building E - Rough-in MEP at Walls	12d	12d	15-Oct-27	01-Nov-27
E14450	Building E - H/T/F Gyp	20d	20d	25-Oct-27	19-Nov-27
E14600	Building E - Install Chassis Wash Equipment	15d	15d	02-Nov-27	22-Nov-27
E14590	Building E - Install Bridge Crane Equipment	20d	20d	02-Nov-27	01-Dec-27
E14470	Building E - Prime and Paint	15d	15d	10-Nov-27	02-Dec-27
E14480	Building E - Install Ceiling Grid	15d	15d	24-Nov-27	16-Dec-27
E14490	Building E - Install Device Tile	4d	4d	17-Dec-27	22-Dec-27
E14500	Building E - Install Doors and Hardware	15d	15d	17-Dec-27	10-Jan-28
E14510	Building E - Install MEP Devices	12d	12d	23-Dec-27	11-Jan-28
E14520	Building E - Grind and Polish Floors	12d	12d	11-Jan-28	26-Jan-28
E14530	Building E - Install Ceiling Tile	15d	15d	12-Jan-28	01-Feb-28
E14540	Building E - Install Flooring and Base	18d	18d	02-Feb-28	25-Feb-28
E14550	Building E - Install Cabinets & Casework	12d	12d	02-Feb-28	17-Feb-28
E14560	Building E - Install Misc Accessories and CFCI /OFCI Equip...	25d	25d	14-Feb-28	17-Mar-28
BUILDING E - COMMISSIONING & PUNCHLIST		40d	40d	18-Feb-28	13-Apr-28
E1450	Building E - Commissioning / Punchlist	40d	40d	18-Feb-28	13-Apr-28
BUILDING F		291d	291d	29-Oct-26	22-Dec-27
BUILDING F - FOUNDATIONS		69d	69d	29-Oct-26	08-Feb-27
F14350	Building F - Grade Building Pad	5d	5d	29-Oct-26	04-Nov-26
F14410	Building F - Underslab MEP Coordination	5d	5d	03-Dec-26	09-Dec-26
F14440	Building F - Excavate Foundations	5d	5d	11-Dec-26	17-Dec-26



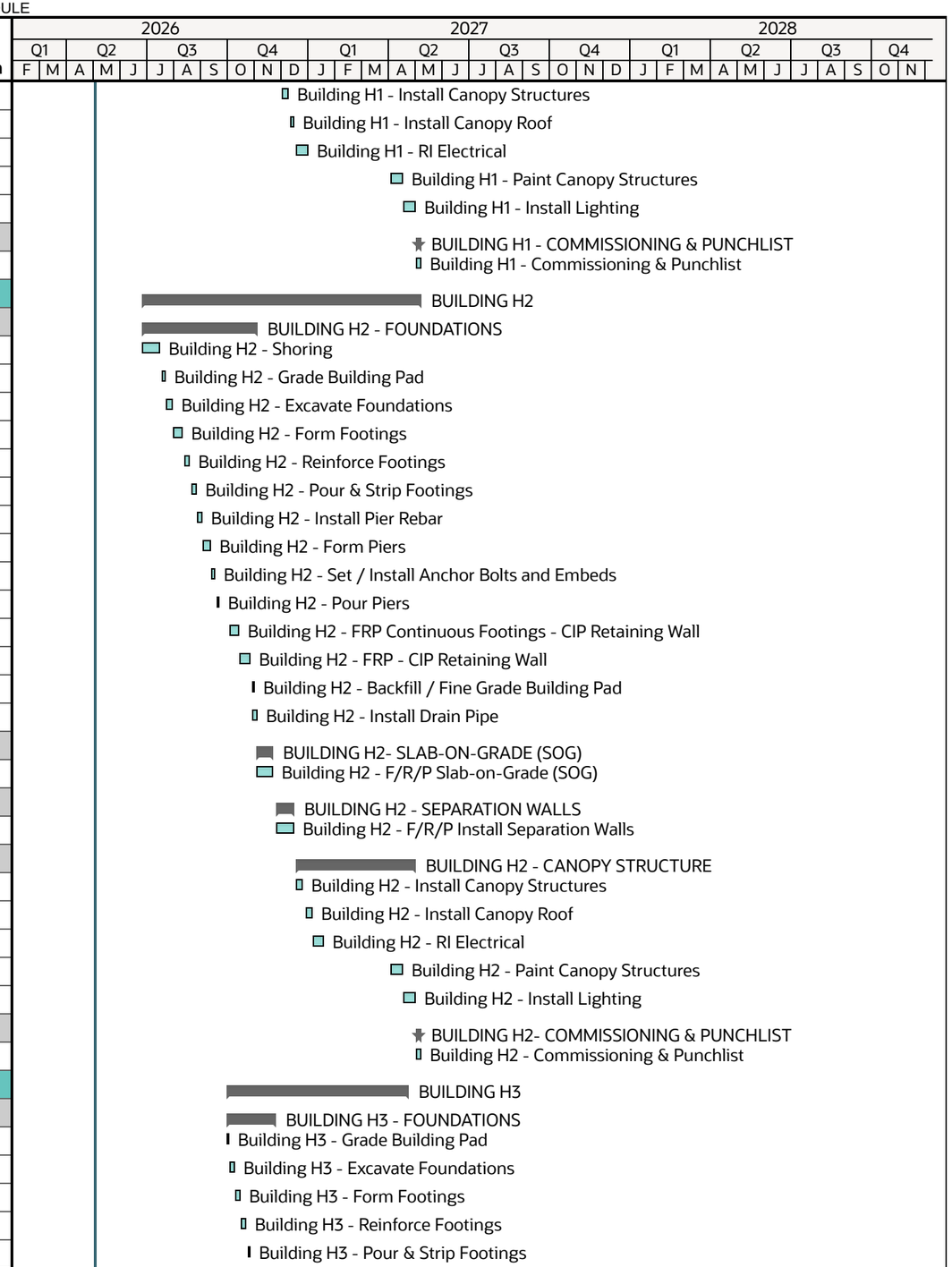
ID	Name	Planned Duration	Remaining Duration	Start	Finish
F14370	Building F - Install Underslab Utilities /. Fuel Tanks	20d	20d	11-Dec-26	11-Jan-27
F14380	Building F - Form Footings	7d	7d	12-Jan-27	20-Jan-27
F15242	Building F - Install Foundation Rebar	4d	4d	15-Jan-27	20-Jan-27
F15262	Building F - Set / Install Anchor Bolts and Embeds	3d	3d	18-Jan-27	20-Jan-27
F15252	Building F - Pour Foundations	5d	5d	26-Jan-27	01-Feb-27
F14390	Building F - Backfill / Fine Grade Building Pad	5d	5d	02-Feb-27	08-Feb-27
BUILDING F - SLAB-ON-GRADE (SOG)		10d	10d	09-Feb-27	22-Feb-27
F1470	Building F - F/R/P Slab on Grade	10d	10d	09-Feb-27	22-Feb-27
BUILDING F - PRE-ENGINEERED STRUCTURE		20d	20d	02-Jun-27	29-Jun-27
F14400	Building F - Building F PEMB - Install Pre-Engineered Metal...	20d	20d	02-Jun-27	29-Jun-27
BUILDING F - ROOF STRUCTURE		10d	10d	30-Jun-27	14-Jul-27
F1490	Building F - Install Roof Structure	10d	10d	30-Jun-27	14-Jul-27
BUILDING F - EXTERIOR SYSTEM		40d	40d	13-Aug-27	08-Oct-27
F1500	Building F - Exterior System	40d	40d	13-Aug-27	08-Oct-27
BUILIDING F - INTERIORS BUILDOUT		30d	30d	12-Oct-27	22-Nov-27
F1510	Building F - Interior Buildout	30d	30d	12-Oct-27	22-Nov-27
BUILIDING F - COMMISSIONING & PUNCHLIST		30d	30d	09-Nov-27	22-Dec-27
F1520	Building F - Commissioning / Punchlist	30d	30d	09-Nov-27	22-Dec-27
BUILDING G		238d	238d	05-Nov-26	13-Oct-27
BUILDING G - FOUNDATIONS		58d	58d	05-Nov-26	29-Jan-27
G1540	Building G - Grade Building Pad	5d	5d	05-Nov-26	11-Nov-26
G1580	Building G - Excavate Foundations	5d	5d	12-Nov-26	18-Nov-26
G1570	Building G - Install Underslab Utilities	10d	10d	12-Nov-26	25-Nov-26
G1590	Building G - Form Footings	7d	7d	06-Jan-27	14-Jan-27
G15272	Building G - Install Foundation Rebar	4d	4d	11-Jan-27	14-Jan-27
G15292	Building G - Set / Install Anchor Bolts and Embeds	3d	3d	12-Jan-27	14-Jan-27
G15282	Building G - Pour Foundations	3d	3d	20-Jan-27	22-Jan-27
G1600	Building G - Backfill / Fine Grade Building Pad	5d	5d	25-Jan-27	29-Jan-27
BUILDING G - SLAB-ON-GRADE (SOG)		5d	5d	01-Feb-27	05-Feb-27
G1610	Building G - F/R/P Slab-on-Grade	5d	5d	01-Feb-27	05-Feb-27
BUILDING G - PRE-ENGINEERED STRUCTURE		20d	20d	02-Jun-27	29-Jun-27
G1620	Building G - Install PEMB- Pre-Engineered Metal Building	20d	20d	02-Jun-27	29-Jun-27
BUILDING G - ROOF STRUCTURE		37d	37d	30-Jun-27	20-Aug-27
G1630	Building G - Install Roof Structure	12d	12d	30-Jun-27	16-Jul-27
G1670	Building G - Install Facia / Gutters / Downspouts	7d	7d	09-Aug-27	17-Aug-27
G1680	Building G - Install Signage	3d	3d	18-Aug-27	20-Aug-27
BUILDING G - EXTERIOR SYSTEM		27d	27d	19-Jul-27	24-Aug-27
G1640	Building G - Metal Panels and Fiber Cement Panels	15d	15d	19-Jul-27	06-Aug-27
G1690	Building G - Install Elevated Walking Platforms at Wash Bays	5d	5d	09-Aug-27	13-Aug-27
G1700	Building G - Install Piping to Hose Reels	7d	7d	16-Aug-27	24-Aug-27
BUILDING G - INTERIOR BUILDOUT		42d	42d	09-Aug-27	06-Oct-27
G1650	Building G - MEP Rough-in Walls and Ceilings	10d	10d	09-Aug-27	20-Aug-27



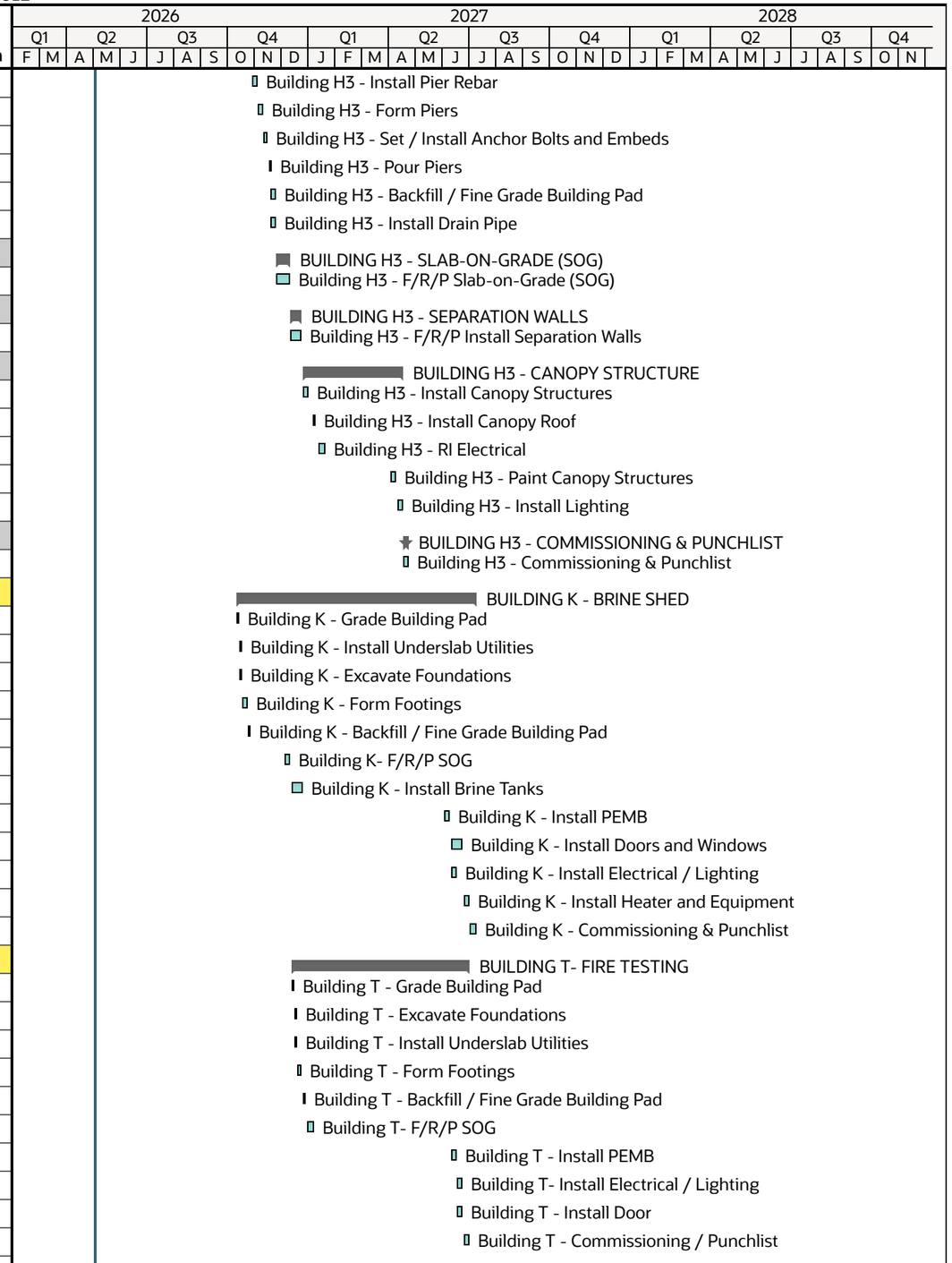
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G1710	Building G - Install Insulation Walls and Ceilings	5d	5d	23-Aug-27	27-Aug-27
G1720	Building G - H/T/F Gyp Board Walls and Ceilings	10d	10d	30-Aug-27	13-Sep-27
G1730	Building G - Prime and Paint Walls and Ceilings	5d	5d	14-Sep-27	20-Sep-27
G1740	Building G - Install Doors and Hardware	2d	2d	14-Sep-27	15-Sep-27
G1750	Building G - Set MEP Equipment	15d	15d	16-Sep-27	06-Oct-27
BUILDING G - COMMISSIONING & PUNCHLIST		5d	5d	07-Oct-27	13-Oct-27
G1660	Building G - Commissioning / Punchlist	5d	5d	07-Oct-27	13-Oct-27
BUILDING J- TRASH / RECYCLE		129d	129d	14-Jul-26	15-Jan-27
J1860	Building J - Grade Building Pad	2d	2d	14-Jul-26	15-Jul-26
J1880	Building J - Excavate Foundations	2d	2d	16-Jul-26	17-Jul-26
J1870	Building J - Install Drain Pipe	3d	3d	16-Jul-26	20-Jul-26
J1890	Building J - Form Footings	3d	3d	21-Jul-26	23-Jul-26
J1971	Building J - Reinforce Footings	3d	3d	24-Jul-26	28-Jul-26
J1972	Building J - Pour & Strip Footings	4d	4d	29-Jul-26	03-Aug-26
J1973	Building J - Pier Install	4d	4d	04-Aug-26	07-Aug-26
J1900	Building J - Backfill / Fine Grade Building Pad	2d	2d	10-Aug-26	11-Aug-26
J1910	Building J - F/R/P SOG	6d	6d	23-Nov-26	02-Dec-26
J1920	Building J - Install Structural Steel	5d	5d	03-Dec-26	09-Dec-26
J1930	Building J - Install Standing Seam Roof	5d	5d	10-Dec-26	16-Dec-26
J1940	Building J - Paint Structure	5d	5d	17-Dec-26	23-Dec-26
J1950	Building J - Install Lighting	5d	5d	24-Dec-26	31-Dec-26
J1960	Building J - Install Bollards	5d	5d	04-Jan-27	08-Jan-27
J1970	Building J - Commissioning & Punchlist	5d	5d	11-Jan-27	15-Jan-27
BUILDING H		221d	221d	24-Jun-26	06-May-27
BUILDING H1		203d	203d	21-Jul-26	06-May-27
BUILDING H1 - FOUNDATIONS		56d	56d	21-Jul-26	07-Oct-26
H1880	Building H1 - Grade Building Pad	5d	5d	21-Jul-26	27-Jul-26
H1910	Building H1 - Excavate Foundations	5d	5d	28-Jul-26	03-Aug-26
H1870	Building H1 - Form Footings	5d	5d	04-Aug-26	10-Aug-26
H2040	Building H1 - Install Pier Rebar	4d	4d	07-Aug-26	12-Aug-26
H2010	Building H1 - Reinforce Footings	5d	5d	11-Aug-26	17-Aug-26
H2020	Building H1 - Pour & Strip Footings	3d	3d	18-Aug-26	20-Aug-26
H2060	Building H1 - Form Piers	6d	6d	18-Aug-26	25-Aug-26
H2050	Building H1 - Set / Install Anchor Bolts and Embeds	3d	3d	04-Sep-26	09-Sep-26
H2030	Building H1 - Pour Piers	2d	2d	10-Sep-26	11-Sep-26
H1900	Building H1 - Backfill / Fine Grade Building Pad	8d	8d	14-Sep-26	23-Sep-26
H1890	Building H1 - Install Drain Pipe	10d	10d	24-Sep-26	07-Oct-26
BUILDING H1 - SLAB-ON-GRADE (SOG)		15d	15d	15-Oct-26	04-Nov-26
H1920	Building H1 - F/R/P Slab-on-Grade (SOG)	15d	15d	15-Oct-26	04-Nov-26
BUILDING H1 - SEPARATION WALLS		15d	15d	05-Nov-26	25-Nov-26
H1930	Building H1 - F/R/P Install Separation Walls	15d	15d	05-Nov-26	25-Nov-26
BUILDING H1 - CANOPY STRUCTURE		107d	107d	30-Nov-26	29-Apr-27



ID	Name	Planned Duration	Remaining Duration	Start	Finish
H1960	Building H1 - Install Canopy Structures	7d	7d	30-Nov-26	08-Dec-26
H2000	Building H1 - Install Canopy Roof	5d	5d	09-Dec-26	15-Dec-26
H2190	Building H1 - RI Electrical	10d	10d	16-Dec-26	30-Dec-26
H1970	Building H1 - Paint Canopy Structures	10d	10d	02-Apr-27	15-Apr-27
H2180	Building H1 - Install Lighting	10d	10d	16-Apr-27	29-Apr-27
BUILDING H1 - COMMISSIONING & PUNCHLIST		5d	5d	30-Apr-27	06-May-27
H1980	Building H1 - Commissioning & Punchlist	5d	5d	30-Apr-27	06-May-27
BUILDING H2		221d	221d	24-Jun-26	06-May-27
BUILDING H2 - FOUNDATIONS		92d	92d	24-Jun-26	02-Nov-26
H1680	Building H2 - Shoring	15d	15d	24-Jun-26	15-Jul-26
H2200	Building H2 - Grade Building Pad	3d	3d	16-Jul-26	20-Jul-26
H2210	Building H2 - Excavate Foundations	7d	7d	21-Jul-26	29-Jul-26
H2220	Building H2 - Form Footings	8d	8d	30-Jul-26	10-Aug-26
H2240	Building H2 - Reinforce Footings	6d	6d	11-Aug-26	18-Aug-26
H2250	Building H2 - Pour & Strip Footings	5d	5d	19-Aug-26	25-Aug-26
H2230	Building H2 - Install Pier Rebar	5d	5d	26-Aug-26	01-Sep-26
H2260	Building H2 - Form Piers	6d	6d	02-Sep-26	10-Sep-26
H2270	Building H2 - Set / Install Anchor Bolts and Embeds	4d	4d	11-Sep-26	16-Sep-26
H2280	Building H2 - Pour Piers	2d	2d	17-Sep-26	18-Sep-26
H2310	Building H2 - FRP Continuous Footings - CIP Retaining Wall	8d	8d	01-Oct-26	12-Oct-26
H2320	Building H2 - FRP - CIP Retaining Wall	10d	10d	13-Oct-26	26-Oct-26
H2290	Building H2 - Backfill / Fine Grade Building Pad	4d	4d	27-Oct-26	30-Oct-26
H2300	Building H2 - Install Drain Pipe	5d	5d	27-Oct-26	02-Nov-26
BUILDING H2- SLAB-ON-GRADE (SOG)		15d	15d	02-Nov-26	20-Nov-26
H1750	Building H2 - F/R/P Slab-on-Grade (SOG)	15d	15d	02-Nov-26	20-Nov-26
BUILDING H2 - SEPARATION WALLS		15d	15d	23-Nov-26	15-Dec-26
H1760	Building H2 - F/R/P Install Separation Walls	15d	15d	23-Nov-26	15-Dec-26
BUILDING H2 - CANOPY STRUCTURE		95d	95d	16-Dec-26	29-Apr-27
H2330	Building H2 - Install Canopy Structures	7d	7d	16-Dec-26	24-Dec-26
H2340	Building H2 - Install Canopy Roof	5d	5d	28-Dec-26	04-Jan-27
H2350	Building H2 - RI Electrical	10d	10d	05-Jan-27	18-Jan-27
H2360	Building H2 - Paint Canopy Structures	10d	10d	02-Apr-27	15-Apr-27
H2370	Building H2 - Install Lighting	10d	10d	16-Apr-27	29-Apr-27
BUILDING H2- COMMISSIONING & PUNCHLIST		5d	5d	30-Apr-27	06-May-27
H1810	Building H2 - Commissioning & Punchlist	5d	5d	30-Apr-27	06-May-27
BUILDING H3		145d	145d	28-Sep-26	22-Apr-27
BUILDING H3 - FOUNDATIONS		42d	42d	28-Sep-26	24-Nov-26
H2380	Building H3 - Grade Building Pad	3d	3d	28-Sep-26	30-Sep-26
H2390	Building H3 - Excavate Foundations	5d	5d	01-Oct-26	07-Oct-26
H2400	Building H3 - Form Footings	5d	5d	08-Oct-26	14-Oct-26
H2410	Building H3 - Reinforce Footings	5d	5d	15-Oct-26	21-Oct-26
H2420	Building H3 - Pour & Strip Footings	3d	3d	22-Oct-26	26-Oct-26



ID	Name	Planned Duration	Remaining Duration	Start	Finish
H2430	Building H3 - Install Pier Rebar	5d	5d	27-Oct-26	02-Nov-26
H2440	Building H3 - Form Piers	5d	5d	03-Nov-26	09-Nov-26
H2450	Building H3 - Set / Install Anchor Bolts and Embeds	4d	4d	10-Nov-26	13-Nov-26
H2460	Building H3 - Pour Piers	2d	2d	16-Nov-26	17-Nov-26
H2490	Building H3 - Backfill / Fine Grade Building Pad	4d	4d	18-Nov-26	23-Nov-26
H2500	Building H3 - Install Drain Pipe	5d	5d	18-Nov-26	24-Nov-26
BUILDING H3 - SLAB-ON-GRADE (SOG)		10d	10d	24-Nov-26	09-Dec-26
H2120	Building H3 - F/R/P Slab-on-Grade (SOG)	10d	10d	24-Nov-26	09-Dec-26
BUILDING H3 - SEPARATION WALLS		10d	10d	10-Dec-26	23-Dec-26
H2130	Building H3 - F/R/P Install Separation Walls	10d	10d	10-Dec-26	23-Dec-26
BUILDING H3 - CANOPY STRUCTURE		79d	79d	24-Dec-26	15-Apr-27
H2510	Building H3 - Install Canopy Structures	5d	5d	24-Dec-26	31-Dec-26
H2520	Building H3 - Install Canopy Roof	5d	5d	04-Jan-27	08-Jan-27
H2530	Building H3 - RI Electrical	7d	7d	11-Jan-27	19-Jan-27
H2540	Building H3 - Paint Canopy Structures	5d	5d	02-Apr-27	08-Apr-27
H2550	Building H3 - Install Lighting	5d	5d	09-Apr-27	15-Apr-27
BUILDING H3 - COMMISSIONING & PUNCHLIST		5d	5d	16-Apr-27	22-Apr-27
H2160	Building H3 - Commissioning & Punchlist	5d	5d	16-Apr-27	22-Apr-27
BUILDING K - BRINE SHED		188d	188d	09-Oct-26	07-Jul-27
K1980	Building K - Grade Building Pad	2d	2d	09-Oct-26	12-Oct-26
K2000	Building K - Install Underslab Utilities	3d	3d	13-Oct-26	15-Oct-26
K2010	Building K - Excavate Foundations	2d	2d	13-Oct-26	14-Oct-26
K2020	Building K - Form Footings	5d	5d	16-Oct-26	22-Oct-26
K2030	Building K - Backfill / Fine Grade Building Pad	2d	2d	23-Oct-26	26-Oct-26
K2040	Building K- F/R/P SOG	6d	6d	03-Dec-26	10-Dec-26
K1780	Building K - Install Brine Tanks	10d	10d	11-Dec-26	24-Dec-26
K2050	Building K - Install PEMB	5d	5d	02-Jun-27	08-Jun-27
K1990	Building K - Install Doors and Windows	10d	10d	09-Jun-27	22-Jun-27
K2060	Building K - Install Electrical / Lighting	5d	5d	09-Jun-27	15-Jun-27
K2070	Building K - Install Heater and Equipment	5d	5d	23-Jun-27	29-Jun-27
K2080	Building K - Commissioning & Punchlist	5d	5d	30-Jun-27	07-Jul-27
BUILDING T- FIRE TESTING		140d	140d	11-Dec-26	29-Jun-27
T2090	Building T - Grade Building Pad	2d	2d	11-Dec-26	14-Dec-26
K2100	Building T - Excavate Foundations	2d	2d	15-Dec-26	16-Dec-26
K2090	Building T - Install Underslab Utilities	3d	3d	15-Dec-26	17-Dec-26
K2110	Building T - Form Footings	4d	4d	18-Dec-26	23-Dec-26
K2120	Building T - Backfill / Fine Grade Building Pad	2d	2d	24-Dec-26	28-Dec-26
K2130	Building T- F/R/P SOG	6d	6d	29-Dec-26	06-Jan-27
K2140	Building T - Install PEMB	5d	5d	09-Jun-27	15-Jun-27
K2160	Building T- Install Electrical / Lighting	5d	5d	16-Jun-27	22-Jun-27
K2150	Building T - Install Door	4d	4d	16-Jun-27	21-Jun-27
K2170	Building T - Commissioning / Punchlist	5d	5d	23-Jun-27	29-Jun-27



ID	Name	Planned Duration	Remaining Duration	Start	Finish
SITEWORK		415d	415d	14-Sep-26	01-May-28
SITE GRADING		55d	55d	14-Sep-26	01-Dec-26
S1626	Site Grading - Cut & Rough Grade Site	25d	25d	14-Sep-26	16-Oct-26
S1627	Site Grading - Install Access Roads	20d	20d	28-Sep-26	23-Oct-26
S1628	Site Grading - Grade Storm Swales	20d	20d	05-Oct-26	30-Oct-26
S1629	Site Grading - Install Underground Piping	20d	20d	26-Oct-26	20-Nov-26
S1630	Site Grading - Install Manholes & Catch Basins	20d	20d	02-Nov-26	01-Dec-26
SITE LIGHTING		192d	192d	23-Nov-26	25-Aug-27
S1621	Site Lighting - Install Underground Raceway	20d	20d	23-Nov-26	22-Dec-26
S1622	Site Lighting - Install Pole Bases	15d	15d	09-Dec-26	30-Dec-26
S1623	Site Lighting - Install Light Poles	15d	15d	22-Jul-27	11-Aug-27
S1624	Site Lighting - Pull Wire & Terminate	10d	10d	05-Aug-27	18-Aug-27
S1625	Site Lighting - Energize & Test	5d	5d	19-Aug-27	25-Aug-27
CURBS		75d	75d	21-Jan-27	05-May-27
S1530	Curb - Grade	25d	25d	21-Jan-27	24-Feb-27
S1611	Curb - FPS	30d	30d	25-Feb-27	07-Apr-27
S1612	Curb - Backfill	20d	20d	08-Apr-27	05-May-27
PARKING LOT		60d	60d	25-Feb-27	19-May-27
S1540	Parking Lot - Set Manholes and Catch Basins to Grade	20d	20d	25-Feb-27	24-Mar-27
S1615	Parking Lot - Grade & Compact Lot	40d	40d	25-Mar-27	19-May-27
Base Sect AC		40d	40d	12-Jul-27	03-Sep-27
S1550	Base Sect AC	40d	40d	12-Jul-27	03-Sep-27
SIDEWALKS		45d	45d	06-May-27	09-Jul-27
S1560	Sidewalks	45d	45d	06-May-27	09-Jul-27
GENERATORS		60d	60d	11-Oct-27	06-Jan-28
S1570	Set 300 kW Generator #1 (2) / Set / Make-up Transformer	40d	40d	11-Oct-27	07-Dec-27
S1640	Set 300 kW Generator #2 (2) / Set / Make-up Transformer	35d	35d	15-Nov-27	06-Jan-28
IRRIGATION & LANDSCAPING		70d	70d	07-Sep-27	15-Dec-27
S1616	Rough Grade Landscape Areas	20d	20d	07-Sep-27	04-Oct-27
S1617	Install Landscape Irrigation	20d	20d	21-Sep-27	18-Oct-27
S1618	Soil Amendments	20d	20d	12-Oct-27	08-Nov-27
S1610	Planting Trees & Shrubs	25d	25d	26-Oct-27	01-Dec-27
S1619	Mulch Landscape Areas	10d	10d	02-Dec-27	15-Dec-27
2nd Lift AC		20d	20d	16-Dec-27	14-Jan-28
S1580	2nd Lift AC	20d	20d	16-Dec-27	14-Jan-28
STRIPING & SITE FURNISHINGS		54d	54d	23-Dec-27	09-Mar-28
S1590	Place Bollards & Signage	45d	45d	23-Dec-27	25-Feb-28
S1620	Install Striping & Wheelstops	20d	20d	31-Jan-28	25-Feb-28
S1650	Site Work Punchlist	9d	9d	28-Feb-28	09-Mar-28
COMMISSIONING & PUNCHLIST		37d	37d	10-Mar-28	01-May-28
S1600	Final Commissioning / Punchlist	37d	37d	10-Mar-28	01-May-28

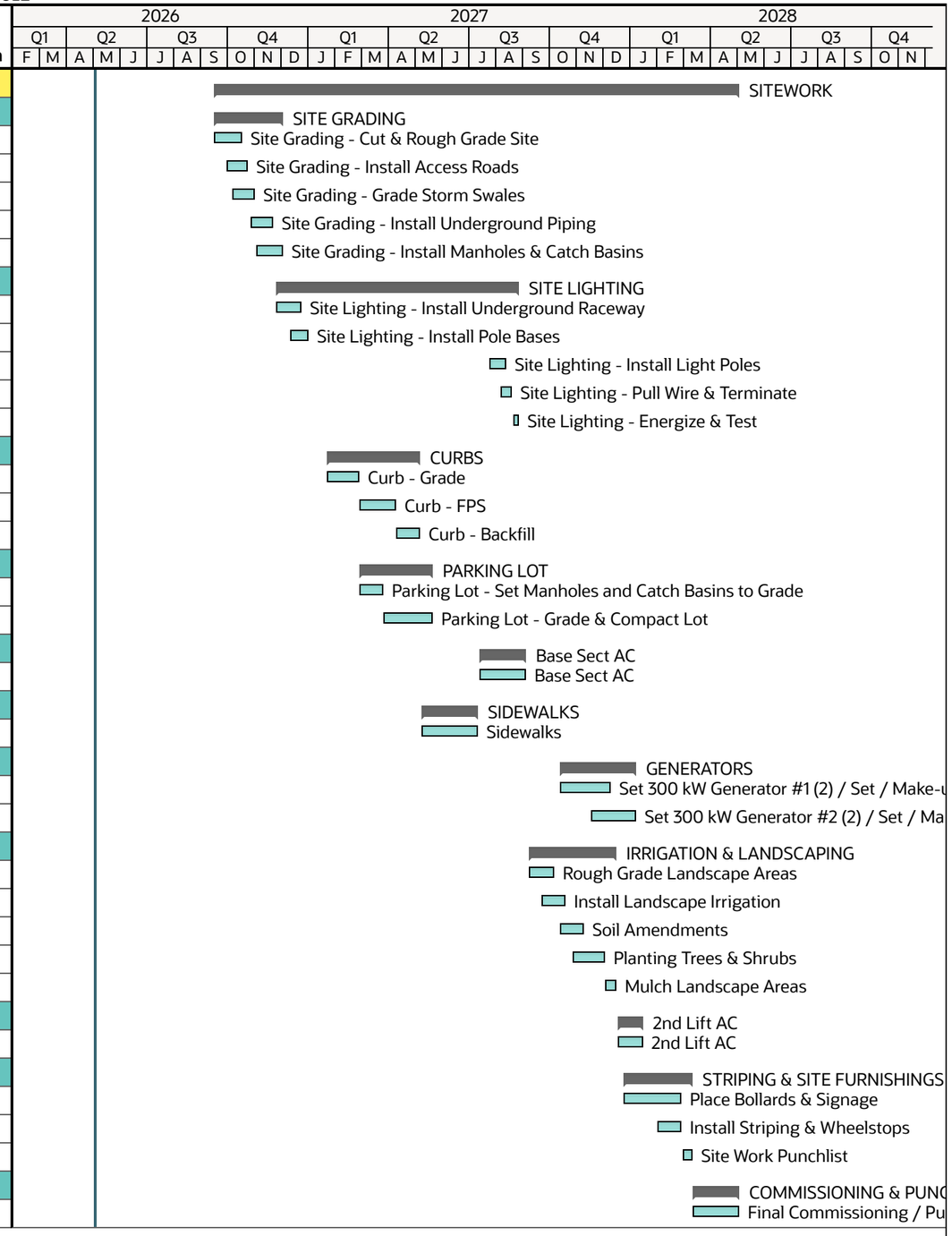


EXHIBIT "I"
Contract AMENDMENT #6
Early Work General Conditions
City of Vancouver – Public Works Operations Campus

GENERAL CONDITIONS

No change

EXHIBIT "J"
MACC-6 (Contract AMENDMENT #6)
Bid Package# 13A
City of Vancouver – Public Works Operations Campus

Bid Package 13A Bid Tab and Bids

Docusign Envelope ID: 98798365-9E4A-8B0D-82EA-F7FA9F9E2DD9

4125009: Vancouver Public Works Operations Campus - MACC 06

Prepared by Skanska - 400 Fairview Avenue North, Seattle, WA 98109, United States of America

Bid Package Lead: Shams Khalid (shams.khalid@skanska.com)

Project Location: 415 West 6th Street, City Hall, Vancouver, WA 98660, United States of America

13A: Pre-engineered Metal Buildings H.1 and H.2

Generated May 21, 2026

Base Bid

JH Kelly LLC

Submitted by Jose Valencia

$800,567

Original Proposal, May 21, 2026

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$800,567**
PEMB H.1 Furnish and Install				$302,228
PEMB H.2 Furnish and Install				$475,549
Trench Safety RCW 39.04.180				$0
ADDITIONAL ITEMS				
Anchor Bolt / Templates				$22,790
Base Bid Total				**$800,567**

SCOPE-SPECIFIC CLARIFICATIONS

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

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.

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GENERAL ACKNOWLEDGMENTS	
Legal Name of Bidder	JH KELLY LLC
Contact	JOSH BERNARD
Phone #	3604235510
Email	JHKELLYBIDS@JHKELLY.COM
State of Washington Contractor's License No.	JHKELLL044KF
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
Receipt of Addenda # through # hereby acknowledged	1 through 3

Summary	Please pay attention to the Order by date. We can only hold pricing on the PEMB until 6.14. We hav

Signed by:
Derek Bourque
A9F4E320B8144E3...

DocuSigned by:
Mark Nowak
A4D5CCF350C8415...

Docusign Envelope ID: 98798365-9E4A-8B0D-82EA-F7FA9F9E2DD9

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
JH Kelly, LLC
821 - 3rd Avenue
Longview, WA 98632

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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.
1010 NW Flanders, Ste 500
Portland OR 97209

BOND AMOUNT: $ Five Percent (5%) of the Total Amount Bid ---

PROJECT:
(Name, location or address, and Project number, if any)
Vancouver Public Works Operations Center
Bid Package #13A PEMB H.1 and H.2
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 21st day of May 2026

JH Kelly, LLC
(Principal) *(Seal)*

(Witness)

(Title)

Liberty Mutual Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) Susan B. Larson
Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
Seal No. 5690

S-0054/AS 8/10

Docusign Envelope ID: 98798365-9E4A-8B0D-82EA-F7FA9F9E2DD9

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213403 – 023001**

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, Guy Armfield; Janteane Blyton; Abbie A. Bonney; Sandy L. Boswell; John Claeys; Katelyn Cooper; Michael S. Cranston; Kyle Dozier; Scott Fisher; Nicholas Fredrickson; Deanna M. French; Scott Garcia; Alex Giannini; Alec Gumpfer; Elizabeth R. Hahn; Roger Kaltenbach; Andrew Kerslake; Greg Lagreid; Ronald J. Lange; Chris Larson; Susan B. Larson; Janie P. Ma; Scott McGilvray; Drew D. Neessen; Brenda S. Nolin; Sharon Pope; Mindee L. Rankin; Jana M. Roy; Gregory C. Ryerson; Rebecca Sarmiento; William Smith; Nicholas Warren

all of the city of Bellevue 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 19th day of March, 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 19th day of March, 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 21st day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

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: 98798365-9E4A-8B0D-82EA-F7FA9F9E2DD9

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

BID FORM

(To be submitted no later than 11:00 AM on Thursday, May 21st, 2026)

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

Or Electronically Submitted:
Building Connected
Sealed Bidding

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 #13A Pre-Engineered Metal Buildings:

Description of Bid Item:	Unit of Measure	Bid Amount
PEMB H.1 Furnish and Install	1 LS	$ 302,228
PEMB H.2 Furnish and Install	1 LS	$ 475,549
Trench Safety RCW 39.04.180	1 LS	$ 0.00
	Total Bid:	$ 777,777

II. TOTAL BID:

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

 Initials of Bidder's Representative

Docusign Envelope ID: 98798365-9E4A-8B0D-82EA-F7FA9F9E2DD9

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

Seven hundred seventy, seven thousand, seven hundred, seventy seven Dollars
Print Dollar Amount

$ 777,777
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.

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.

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:

JH Kelly LLC
Legal Name of Bidder

By (Authorized Signature)

Mathieu Ouellette
Printed Name

VP of Structures
Title

850 third ave Longview, WA 98632
Street Address

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

 Initials of Bidder's Representative ____

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

City State

360-423-5510
Telephone Fax No.

jhkellybids@jhkelly.com
Email

JHKELLL044KF
State of Washington Contractor's License No.

 Initials of Bidder's Representative

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May 21, 2026

Skanska USA Building, Inc.

RE: JH Kelly, LLC - Letter of Bondability
Vancouver Public Works Operations Center
Bid Package #13A PEMB H.1 and H.2

It has been the privilege of IMA Financial Group | Parker, Smith & Feek and Liberty Mutual Insurance Company to provide surety bonds on behalf of JH Kelly, LLC for over 29 years, during which time JH Kelly, LLC has performed, and we have issued performance and payment bonds for contracts valued in the range of $140,000,000. In our opinion, JH Kelly, LLC remains properly financed, well equipped, and capably managed.

At the present time, Liberty Mutual Insurance Company provides a $150,000,000 single project / $400,000,000 aggregate surety program to JH Kelly, LLC. JH Kelly, LLC maintains more than sufficient capacity to support Performance and Payment Bonds in the amount of 100% of the contract price in accordance with Skanska Subcontract Exhibit "O" for your project now and during the course of the project.

As always, Liberty Mutual Insurance Company reserves the right to perform routine underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. This is a surety norm to which all surety clients are well accustomed.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A XV by A.M. Best Company.

I welcome any questions or comments regarding the content of this letter and would be happy to amplify on any of my comments here. My direct line is: (425) 830-0012.

Best regards,

Scott Fisher
SVP - Surety

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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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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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User Notes: (3B9ADA43)

SKANSKA

Exhibit 1
Contractor's Preconstruction Work Plan

PROJECT: Vancouver Maintenance and Operations
OWNER: City of Vancouver
ARCHITECT: TCF

ESTIMATE TYPE: GC/CM Precon Services
ISSUE DATE: 5/22/2025

Preconstruction Start: 4/22/2025
Preconstruction Complete: 9/30/2026
Duration (weeks): 75
Duration (months): 17

Weeks Check 0

SECTION	ITEM NO.	ITEM DESCRIPTION	QUANTITY	U/M	MAT'L	MATERIAL AMOUNT	AM Brian		PRE Manager Albert		PM Derek		SUP'T Wade		Scheduler Dean		Lead Estimator Noel		Estimate Support Varies		MEP Estimators		Structural Estimators		Project Acct TBD		Sustainability Mark		Diversity Manager Courtney		TOTAL AMOUNT		Comments
							Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Total Hrs	Total $	
1.0	**Kickoff**	**4/22/2025 to 5/1/2025**	0	ea																												$0
		Kick-off Mtg	0	ea	$ -	$ -	6	0	6	0	6	0	6	0		0	6	0		0		0		0		0		0		0	0	$0	
		Preliminary Estimate and Day 1 Cost Estimate	0	ea	$ -	$ -	4	0	16	0		0	4	0		0	60	0	170	0	73	0		0		0		0		0	0	$0	
		Pull Planning Session	0	ea	$ -	$ -		0	8	0	8	0	8	0	8	0		0		0		0		0		0		0		0	0	$0	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
2.0	**SD**	**5/1/2025 to 6/30/2025**	10	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$110,170
		Preliminary Estimate and Day 1 Cost Reconciliati	1	ea	$ 500	$ 500		0	16	16		0		0		0	16	16	16	16	16	16		0		0		0		0	64	$9,057	
		OAC Meetings (Virtual)	10	ea	$ -	$ -	1	10	2	20	1	10	1	10		0	1	10		0		0		0		0	0.5	5		0	65	$11,080	
		Design Coordination Meetings	10	ea	$ -	$ -	0	0	4	40	2	20	4	40		0	4	40		0		0		0		0	0.5	5	1.0	10	155	$24,343	
		In Person Meetings Held In Vancouver	4	ea	$ 500	$ 2,000	8	32	8	32		0	8	32		0	8	32		0		0		0		0		0		0	128	$24,033	
		80% SD BCS Update	1	ea	$ -	$ -		0		0		0		0		0	60	60	50	50	39	39		0		0		0		0	149	$20,231	
		Scheule Development / Updates	2	mos	$ -	$ -	2	4	8	16	2	4	8	16	6	12	0	0		0	0	0		0		0		0	2	4	56	$8,786	
		Interdisciplinary QA/QC	2	mos	$ -	$ -	0	0	8	16	8	16	8	16		0	10	20		0	6	12		0		0		0	1	2	82	$12,640	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
3.0	**DD**	**7/1/2025 to 10/31/2025**	17	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$290,952
		OAC Meetings (Virtual)	17	wks	$ -	$ -	1	17	2	35	1	17	1	17		0	1	17		0		0		0		0	0.5	9	0	0	113	$19,205	
		Design Coordination Meetings	17	wks	$ -	$ -	0	0	4	69	2	35	4	69		0	4	69		0		0		0		0	0.5	9	1	17	269	$42,195	
		In Person Meetings Held In Vancouver	2	ea	$ 500	$ 1,000	8	16	8	16	2	4	8	16		0	8	16		0		0		0		0	0.5	9	0	0	68	$12,555	
		80% DD Estimate	1	ea	$ -	$ -	4	4	16	16		0	4	4		0	80	80	240	240	160	160	80	80		0		0		0	584	$68,762	
		80% DD Estimate Reconciliation	1	ea	$ -	$ -		0	16	16		0		0		0	24	24	16	16	32	32		0		0		0		0	88	$12,550	
		Scheule Development / Updates	6	mos	$ -	$ -	2	12	8	48	4	24	8	48	6	36	0	0		0	0	0		0		0		0	6	36	204	$30,653	
		Interdisciplinary QA/QC	6	mos	$ -	$ -	2	12	8	48	8	48	8	48		0	10	60		0	8	48		0		0		0		0	264	$41,824	
		Bid Package Management	6	mos	$ -	$ -	0	0	8	48	4	24	4	24		0	4	24		0		0		0		0		0	2	12	132	$20,604	
		DD Phase Value analysis	6	mos	$ -	$ -	0	0	8	48	4	24	4	24		0	16	96	8	48	8	48		0		0		0		0	288	$42,605	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
4.0	**CD**	**11/1/2025 to 9/30/2026**	48	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$430,290
		OAC Meetings (Virtual)	48	ea	$ -	$ -	1	48	2	95	1	48	1	48		0	1	48		0		0		0		0	0.5	24	0	0	310	$52,811	
		Design Coordination Meetings	48	ea	$ -	$ -	0	0	4	191	2	95	4	191		0	2	95		0		0		0		0	0.5	24	1	48	643	$99,159	
		In Person Meetings Held In Vancouver	2	ea	$ 500	$ 1,000	8	16	8	16	2	4	8	16		0	8	16		0		0		0		0		0		0	68	$12,555	
		90% CD Estimate	1	ea	$ -	$ -	4	4	16	16		0	4	4		0	120	120	240	240	160	160	80	80		0		0		0	624	$75,840	
		90% CD Estimate Reconciliation	1	ea	$ -	$ -		0	16	16		0		0		0	16	16	16	16	32	32		0		0		0		0	80	$11,134	
		Scheule Development / Updates	9	mos	$ -	$ -	2	18	8	72	4	36	8	72	6	54	0	0		0	0	0		0		0		0	6	54	306	$45,979	
		Interdisciplinary QA/QC	9	mos	$ -	$ -	2	18	8	72	8	72	8	72		0	10	90		0	8	72		0		0		0		0	396	$62,736	
		Bid Package Management	9	mos	$ -	$ -	0	0	8	72	4	36	4	36		0	4	36		0		0		0		0		0	4	36	216	$32,915	
		CD Phase Value analysis	9	mos	$ -	$ -	0	0	4	36	4	36	4	36		0	8	72	4	36	4	36		0		0		0		0	252	$37,160	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
5.0	**General**		17	mos	$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
		Accounting Support	17	mos	$ -	$ -		0		0		0		0		0		0		0		0		0	8.7	147		0		0	147	$9,546	
		Allowance for Agg Pier Engineering and Misc Shop	1	Allowance	$ -	$ 50,000		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
SUBTOTAL Kickoff																															**$ 840,958**	**Total Labor Cost**
TOTAL MATERIAL / STAFF HOURS / STAFF LABOR						**$54,500**		**211**		**1070**		**553**		**839**		**102**		**1058**		**662**		**655**		**160**		**147**		**75**		**219**	**5,751**	**Total Hours**

377.00 wd	**PRECONSTRUCTION DURATION (Work Days)**	START	END	DURATION (HRS)
Duration in Hours is based on 8hrs/day for a standard 5 day work-week.		04/22/25	09/30/26	3,016

ESTIMATED REIMBURSABLES

Drawings / Reproduction	1	Allow	$ 500	$ 500
Parking & Transportation	1	Allow	$ 1,750	$ 1,750
Postage / Messenger	1	Allow	$ 250	$ 50
Total Reimbursable				$ 2,300

PRECONSTRUCTION SERVICES SUMMARY

Travel	$4,500
EW Engineering and Detailing Allowance	$50,000

COMMENTS:
- Full estimate and reconciliation at 80% SD not included at the moment. Currently a heavier budget control summary effort performed at that stage
- Recommend performing the CD estimate earlier that 90%

	Total Staff Labor	$ 840,958
	Total Reimbursable	$ 2,300
	SUBTOTAL DIRECT COSTS	$ 897,758
B&O Taxes	Incl in rates	$ -
Insurances	Incl in rates	$ -
Contractors Fee (N/A Fixed Rates)	Incl in rates	$ -
	SUBTOTAL INDIRECT COSTS	$ -
	SUBTOTAL PRECONSTRUCTION SERVICES FEE	$ 897,758
	TOTAL PRECONSTRUCTION SERVICES FEE --->	$ 897,758

Contractor's Preconstruction Work Plan

Hourly Rates											
$251.21 /hr	$168.25 /hr	$134.60 /hr	$154.65 /hr	$135.83 /hr	$176.94 /hr	$90.99 /hr	$129.86 /hr	$95.95 /hr	$64.79 /hr	$108.26 /hr	$111.64 /hr
AM Brian	PRE Manager Albert	PM Derek	SUP'T Wade	Scheduler Dean	Lead Estimator Noel	Estimate Support Varies	MEP Estimators	Structural Estimators	Project Acct TBD	Sustainability Mark	Diversity Manager Courtney

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Exhibit 2
Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
In order to assist the GC/CM proposers in developing the cost associated with the segments of the fee proposals process and how costs are intended to be treated under the Contract Documents, the Owner is providing the following Cost Responsibility Matrix (CRM). The shaded and checked box indicates in what section the Owner expects the GC/CM proposer to apply the identified costs. This list is not intended to be a complete list of activities and costs required to complete the project, but a guide outline. Proposers should refer to the Request for Final Proposals (RFFP) along with the Contract Documents (Agreement & General Conditions), including all addenda, to ascertain all of the full project scope requirements. In the event there is conflict or omitted items contained in the CRM, the Contract Documents shall govern. Note that there are some items listed in the CRM that are not specifically addressed in the RFFP or Contract Documents but have been added to this CRM to clarify scope. These clarified scope items shall be included in the scope of services.								
Preconstruction Services (Definition)		X						
Make recommendation on possible alternate or substitute products, technologies, techniques, methods and practices.		X						
Preconstruction Services & related tasks prior to GMP.		X						
Review design drawings and specifications and comment on errors, omissions, inconsistencies and coordination issues.		X						
Evaluate Owner's program, schedule and construction budget.		X						
Design meetings with Owner and Architect and recording/dispersement of meeting minutes.		X						
Advise and make recommendations to Owner and Architect on design issues such as site use, selection of building materials, building systems, equipment and other project determinents.		X						
Assist Owner and Architect in establishing building information modeling protocols and standards.		X						
Review Owner-provided reports, existing facility record documents, design standards and program information and identify any errors or inconsistencies between them and the design.		X						
Constructability plan and ongoing constructability review/analysis of the design documents.		X						
Ongoing value engineering review and recommendations of the design documents.		X						
Site Investigation.		X						
Preparation and update of project schedule prior to GMP.		X						
Construction phasing plan and recommendations on phasing and early procurement prior to GMP.		X						
Ongoing cost estimating and budget reconcilliation prior to GMP.		X						

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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.								
Make recommendation on equipment, materials, services and temporary facilities.		X						
Analysis of subcontractor and supplier market conditions prior to GMP.		X						
Development of subcontracting plan and subcontractor outreach to develop interest in the project prior to GMP.		X						
Subcontractor bididng process, including pre-bid eligibility, subcontractor bidding, subcontractor buyout and subcontract award and execution prior to GMP amendment.		X						
Testing, intrusive investigation, selective demolition and restoration during design, when pre-approved by Owner.		X						
Submit information as required to CPARB, prior to GMP.		X						
Udating and/or modifying of building information models supplied by Owner/Architect for cost estimating purposes.		X						
Advise/recommend on early procurement and/or early bid packages and provide planning, assembly, advertising, pre-bid conference, bidding, and associated GMP Amendment/Mini-MACC.		X						
Construction Manager's Fee (Definition)			X					
GCCM profit and all overhead expenses not otherwise reimbursable under Contract Documents.			X					
Overhead and other expenses of the GCCM's home office and offices other than the on-site office.			X					
All taxes (use, B&O, income, etc.), except State and local sales tax.			X					
Preparation and negotiation of Guaranteed Maximum Price proposal and the final Guaranteed Maximum Price Amendment.			X					
Costs above the Guaranteed Maximum Price, other than costs approved by Owner in a Change Order.			X					

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Cost Responsibility Matrix

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.								
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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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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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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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.								
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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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.								
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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Cost Responsibility Matrix

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Subcontractor outreach to develop interest in the project after the GMP.				X				
All costs related to project closeout including, but not limited to, labor, activities and procedures.				X				
GC/CM's costs for hard-wired service connections, connection fees and monthly service charges for computers, internet, phone, copy machines and fax machines. Note that subcontractor costs for these items shall be included in the cost of the work.				X				
All costs related to project record documents.				X				
Cost of the Work/MACC (Definition)					X			
Allowances for Work that is not fully defined and/or quantified at the time of the GMP.					X			
Subcontractor bid document reproduction, after GMP, unless paid directly by Owner.					X			
Subcontractor cost(s) including labor, materials, equipment, rentals, fee, insurance, bonds etc. as allowed by the Contract Documents.					X			
Design-build subcontractor(s) and designer(s) as required by the Contract Documents.					X			
Wages or salaries of GC/CM's construction workers performing construction of the work at the site.					X			
Personnel payroll related costs required by law or collective bargaining for taxes, insurance, contributions, assessments. For personnel not covered by collective bargaining, sick leave, medical and health benefits, holidays, vacation time and pensions.					X			
Cost of materials and equipment, including transportation and off-site storage, to be incorporated in the construction.					X			

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Costs of transportation, storage, installation, dismantling, maintenance and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM and fully consumed in performance of the work.					X			
Rental charges from a third party for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM at the site and costs of transportation, installation, dismantling, minor repairs and removal of such temporary facilities, machinery, equipment and hand tools.					X			
Rentals from the GC/CM or an entity that it or any of it's owners has ownership.					X			
Subcontractor cost for progress cleaning including removal of rubbish and debris from the site of the Work and its proper and legal disposal. Note that a separate, specific subcontract for progress cleaning, rubbish removal and debris removal not normally included in a trade subcontract is not allowed as a cost of the Work.					X			
Fees of laboratories for tests required of the GCCM by the Contract Documents, except those related to defective or nonconforming work.					X			
Royalties and license fees paid fro the use of a particular design, process or product required by the contract documents.					X			
Deposits lost for causes other than the GC/CM's negligence or failure to fulfill a specific responsibility in the Contract Documents.					X			
Subcontractor permits, fees and licenses.					X			
Material, equipment, product and system warranties.					X			
Cutting, patching and restoration.					X			
Costs associated with uncovering work that is prematurely covered up prior to the Owner, Architect or a povernmental authority having been provide proper opportunity to inspect.					X			

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Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.					X			
Subcontractor's costs for hard-wired service connections, connection fees and monthly service charges for computers, phone, copy machines and fax machines. Note that GC/CM's costs for these items shall be included in the Specified General Conditions.					X			
Costs for Subcontractor's electronic equipment and software, including computers, copy machines, printers, scanners, plotters and fax machines and the related connection and useage costs.								
Subcontractor costs for preparing, submitting and approval of submittals including, but not limited to, product data, samples, mockups, shop drawings, layout drawings required by specification divisions 02-49.					X			
Protection of building products subject to damage, under cover in a clean and weather-tight enclosure, with ventilation adequate to prevent condensation and maintain temperature and humidity within range required by manufacturer’s instructions.					X			
Construction waste including on-site containers for waste and recycling as well as related collection and/or disposal costs.								
All costs associated with equipment and utility shutdowns, including costs for associated overtime work, schedule changes or failure to complete utility connections within authorized shutdown periods.					X			
Removal of all temporary support facilities including, but not limited to, hoist power and water infrastructure, hoist foundations, and communications cabling and pathway, unless indicated otherwise in the Contract Documents and restoration of the Project site to original or new conditions, patching and filling as required to match adjacent surfaces.					X			

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Coordinate the need and pay for all electrical power and service with the local public utility. Contractor shall pay for, provide, and install all necessary temporary equipment for the installation and removal of temporary construction power as required for the Project and by the Owner and/or public utility. Temporary equipment shall be installed and maintained in accordance with applicable safety regulations and the Owner's requirements.					X			
Provide and maintain construction lighting to provide adequate general illumination of the work area for all trades. Shield construction lighting from adjacent residential areas.					X			
If Owner's HVAC system is utilized for construction, protect the HVAC system from construction dust contamination, install MERV 8 filter media, Replace Owner's filtration on any return air fan system with a minimum 85 percent filtration media prior to substantial completion and provide cleaning of the components exposed to contamination prior to Owner's occupancy.					X			
Costs associated with Preliminary Cleaning operations as a prerequisite for Architect's Final (Punchlist) Inspection.					X			
Coordinate and pay for: all temporary construction water with the local public utility; all cost of temporary piping including pressure reducing station, back flow preventer; and removal of piping and restoration as required by the public utility at the completion of the Work.					X			
Temporary enclosures including, but not limited to, fire-rated barriers, dustproof enclosures and site fences to protect the Work and to provide for public protection as required by law and ordinance.								
Negotiated Support Services (Definition)						X		

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Cranes and hoisting related costs including, but not limited to, mobile and/or tower cranes, personnel hoists, forklifts, and other specialized lifting apparatus and their labor for operation, as required for the work, if not subcontracted.						X		
GC/CM cost for progress cleaning including removal of rubbish and debris from the site of the Work and its proper and legal disposal, except when performed by a trade subcontractor as part of their subcontract work.						X		
Street cleaning, sweeping, dust control and maintenance/control of traffic, including flaggers, cones, signage, etc., on public streets and roads.						X		
Temporary heat, hookups and toilet & wash facililties.						X		
Temporary hookup, meter, fees and installation for construction utilities including, water, electric, natural gas, sewer and storm water.						X		
Advertisement and negotitiation of subcontractor bid packages after GMP.						X		
Builders Risk Insurance, if not paid by Owner.						X		
Fees for project-specific permits, licenses and the inspections of authorities having jurisdiction required of the GC/CM by the Contract Documents.						X		
Cost for final cleaning required following Architect's Final (Punchlist) Inspection and prior to Substantial Completion.						X		
Except for subcontractor permits, fees and licenses, all additional permits, licenses and micellaneous or ancillary fees required for the execution of the Work, including costs of renewal and penalties.						X		
Temporary protection of trees, shrubs, lawns, walks, pavement, etc.						X		
Temporary trailer/ field office space for Contractor and Owner/Architect, if required.						X		

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Furnish and install project identification sign(s) as designed by Architect.						X		
Cost for utilities (power, water and sewer) used during construction.						X		
Construction site security including security lighting, camera systems, alarm systems, patrols, fire watches, etc., as required.						X		
Temporary, construction utility (water, power, sewer) permits/fees, hook-up and meters.						X		
Provide, install and maintain erosion control measures.						X		
Provide, install and maintain scaffolding and shoring.						X		
Temporary elevator operations during construction and prior to inspection/approval by WA L&I.						X		
Weather protection costs not included in subcontractor bid scope.						X		
Building system mockups required by Contract Documents.						X		
Test Engineer Services						X		
Electrical Testing Subcontractor.						X		
Temporary fire protection.						X		
Furnish adequate temporary facilities for the sole use of the Owner's Testing Agency to provide safe storage and curing space for test specimens that must remain on-site prior to transport to the laboratory.						X		
Provide, install, maintain and remove miscellaneous temporary construction to protect the Work, including but not limited to, all required tarpaulins, canopies, warning signs, steps, bridges, platforms and other temporary construction necessary for the safe and proper completion of the Work.						X		

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Provide, install, maintain and remove temporary noise barriers between work equipment and adjacent facilities or properties as required to Maintain the sound pressure level of exterior construction noise from exceeding 60 decibels with a frequency rating function A (60 dBA) inside adjacent facilities with windows closed between the hours of 7:30 a.m. and 5:30 p.m. weekdays						X		
Services of Contractor's Structural Engineer and Contractor's Surveyor						X		
Travel expenses for out of town travel for project specific purposes, only if approved by the Owner,						X		
Construction Manager's Contingency (Definition)							X	
Costs related to project and design issues that a reasonable construction manager should have resolved during Precon.							X	
Costs for coordination items between drawings, drawings and specifications, items specified and not drawn, ambiguities in the Contract Documents.							X	
Buyout errors or shortfalls, scope gaps and coordination items between disciplines.							X	
Damaged Work not covered by insurance.							X	
Unanticipated General Conditions expenses.							X	
Increases in bid subcontracts and subcontractor performance or failure.							X	
Builders Risk Insurance, if paid by Owner.								X
Changes in scope of the Work after the GMP that result in Change Order.								X

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Concealed or unknown conditions that could not have been reasonably anticipated or discovered by the GC/CM during Preconstruction.								X
Regulatory agency changes after the GMP.								X
Significant design errors or omissions in the drawings or specs that could not have been reasonably anticipated or discovered by the GC/CM prior to GMP.								X
Changes required by governmental inspectors to meet requirements beyond those required in regulations.								X
Adjustments to allowances contained within the GMP.								X
State and local sales taxes.								X
Tests, inspections and reports required by law or otherwise agreed to, including structural, mechanical, chemical, air and water polution and hazardous materials.								X
Existing site survey and legal description.								X
Geotechnical engineering investigations and report.								X
Initial building permit and fees.								X
Independent Testing Agency testing and inspection services.								X
Subcontractor bid document reproduction prior to GMP.								X
Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.								X
Design Team (Architectural & Engineering) Services.								X
Owner's Commissioning Authority.								X
GC/CM Advisory and Project Management Consultant, if applicable.								X

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Auditing Consultant.								X

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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.

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§ 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

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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**	

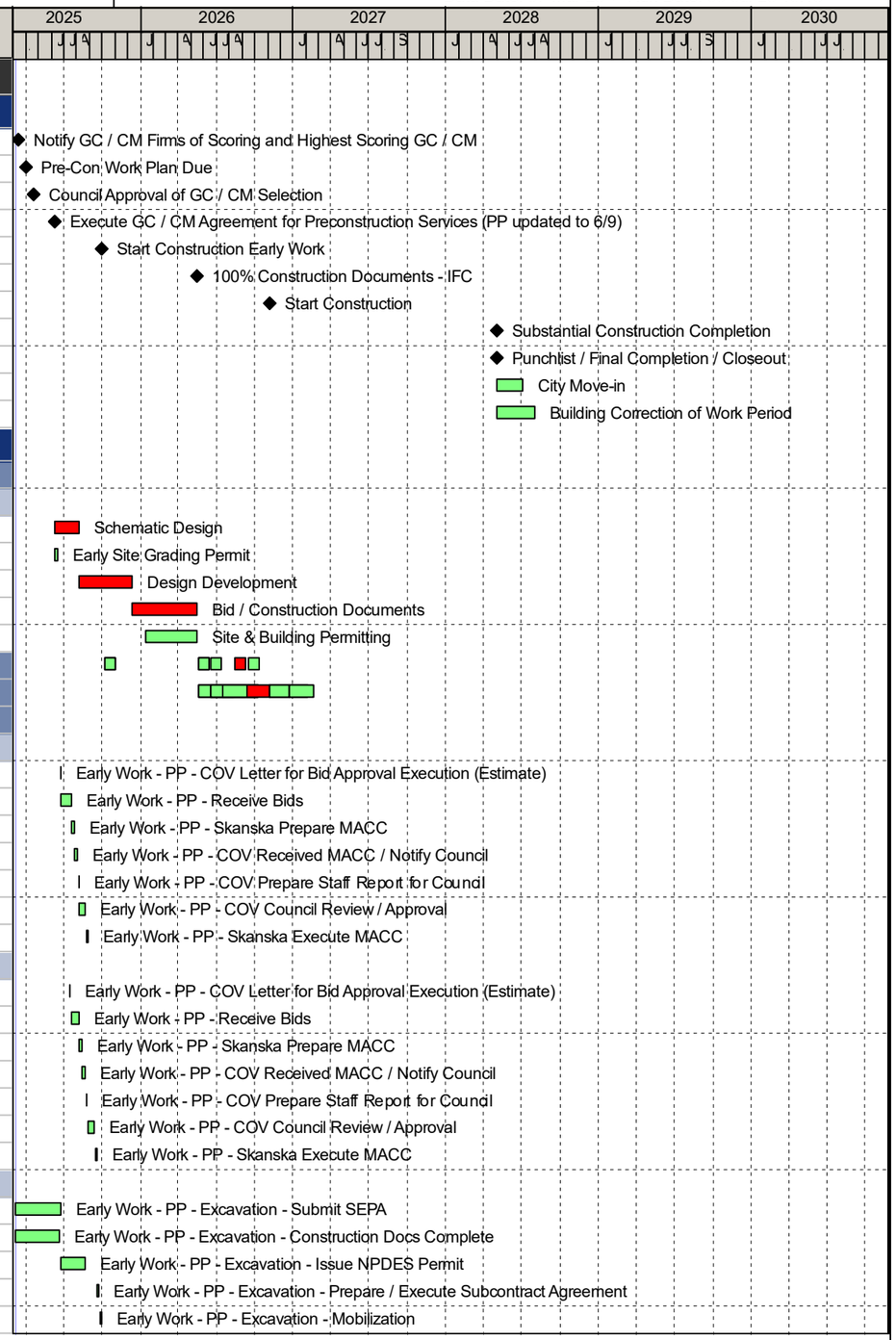
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SKANSKA

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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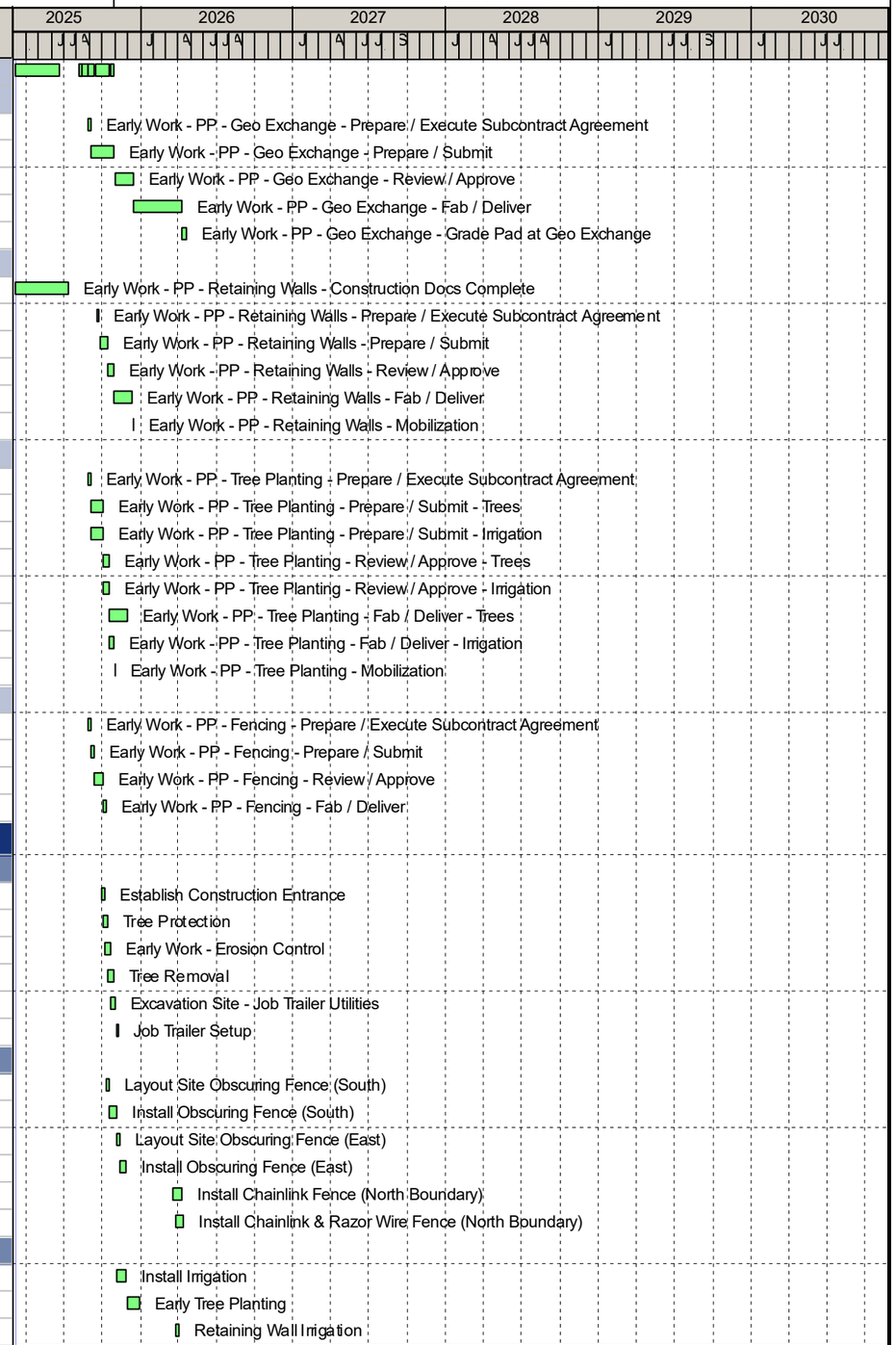
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT		1240	1246	14-Mar-25 A	23-Jan-30
EXECUTIVE SUMMARY		860	860	14-Mar-25	02-Aug-28
EXE163	Notify GC / CM Firms of Scoring and Highest Scoring GC / CM	0	0		14-Mar-25*
EXE173	Pre-Con Work Plan Due	0	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



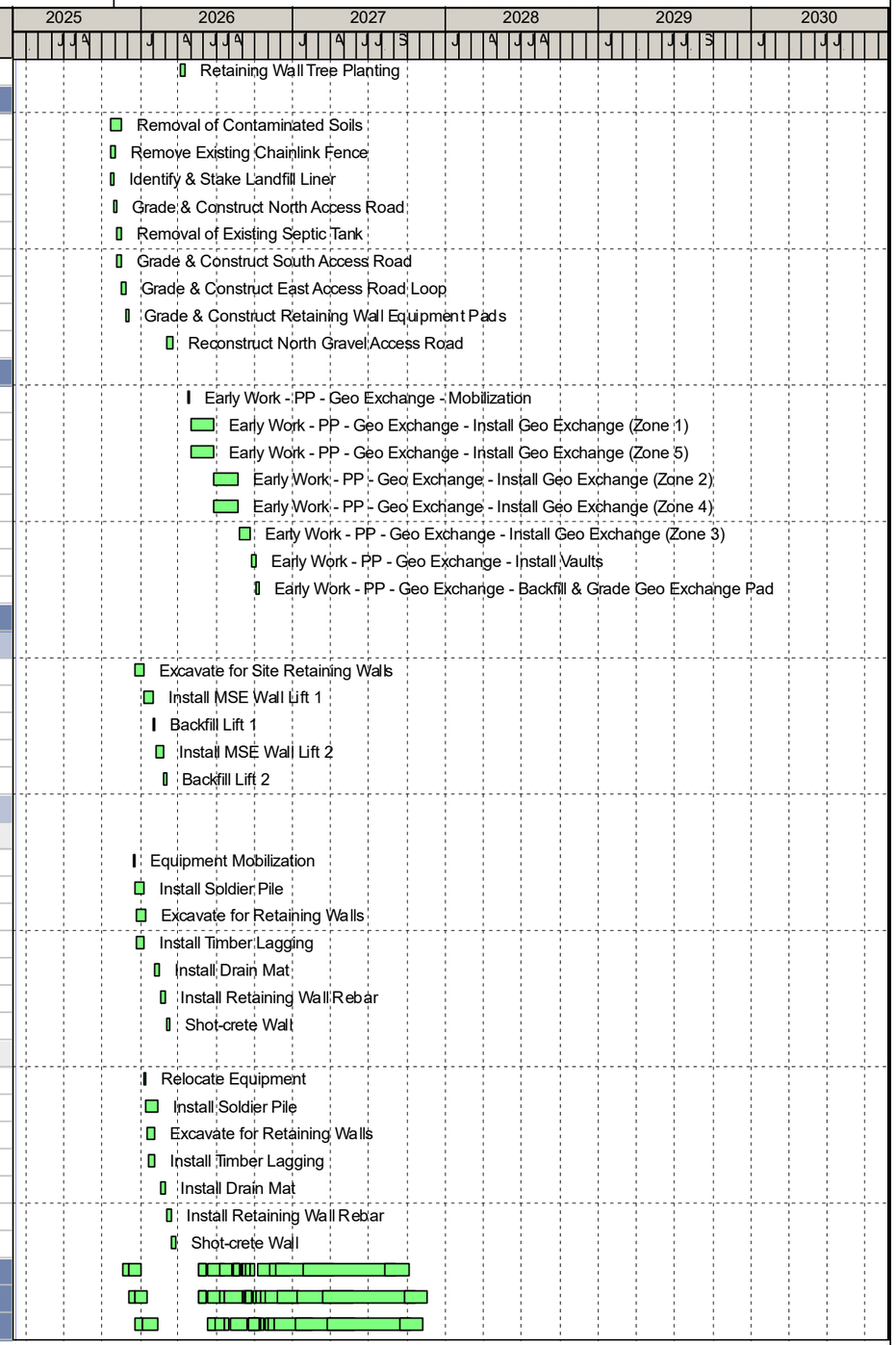
Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

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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

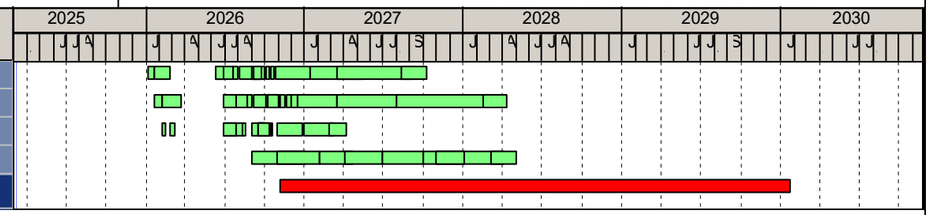


Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EW15130	Retaining Wall Tree Planting	10	10	06-Apr-26	17-Apr-26
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		104	104	21-Oct-25	19-Mar-26
EW1180	Removal of Contaminated Soils	20	20	21-Oct-25	17-Nov-25
EW15170	Remove Existing Chainlink Fence	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



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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



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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 ~~UBC~~ 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

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

(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
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ADDENDA:

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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)

TO: Skanska USA Building, Inc.

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

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 3 is hereby acknowledged.

BASE BID:

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

I. Bid Package #32B Fencing:

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

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

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

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

II. TOTAL BID:

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

169,656.25 Dollars

Initials of Bidder's Representative

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

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 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 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

Initials of Bidder's Representative GC

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 Millian Six Hundred Eighty Two thousand dollars Dollars
Print Dollar Amount

$ 1,682,000.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID

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

PREVAILING WAGE:

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

BIDDER RESPONSIBILITY CRITERIA:

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

TIME OF COMPLETION:

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

CONTRACT AND BOND:

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

BIDDER INFORMATION:

Colf Construction LLC
Legal Name of Bidder

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

By (Authorized Signature)

Garrett Colf
Printed Name

Estimator
Title

Po Box 1434
Street Address

Vancouver Wa

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

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.

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

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

Scope-Specific Information and Unit Costs

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

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	Hourly Rate	$ 17,520.00
	120	$ 146.00	
		Total Bid:	$1,827,476.00

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

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

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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 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

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

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

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

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

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

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

Scope-Specific Information and Unit Costs

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

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	Hourly Rate	$ 13,200.00
	120	$ 110.00	
		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

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)).

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

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

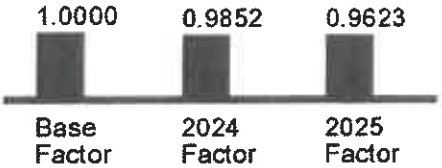
Class Code	Class Code Description	Accident Fund (AF)[1]	Medical Aid Fund (MA)[2]	Stay at Work Program[3]	Supp. Pension Fund (SP)[3]	Hourly* Employer Contribution	+ Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
0101-02	Excavation NOC	1.3751	0.5262	0.0206	0.1758	$1.67420	$0.35100	$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 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 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

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):

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 Maria Gomez (Seal)
Maria Gomez, Notary Public

TRAVELERS

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

POWER OF ATTORNEY

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

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

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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

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

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

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this August 8, 2025

_____
Kevin E. Hughes, Assistant Secretary

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

CHUBB

Power of Attorney

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

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

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

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

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

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

Notarial Seal

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

Notary Public

CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

Rupert HD Swindells, Assistant Secretary

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

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

M. BENT
NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

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

.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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

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

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

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

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 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.	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 *(Witness)*	Pacific Foundation, Inc. *(Contractor as Principal)* *(Seal)* By: *(Title)*
Gary McCann *(Witness)* Gary McCann	Merchants Bonding Company (Mutual) *(Surety)* *(Seal)* *(Title)* Ian J. Campbell (Attorney-in-Fact)

Init.
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User Notes:
(1667516258)

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 authority 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

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. -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

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

SURETEC INSURANCE COMPANY

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

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 CORPORATE SEAL ILLINOIS

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)**

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.

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

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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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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User Notes: (2020107107)

§ 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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User Notes: (2020107107)

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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

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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User Notes: (2020107107)

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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**

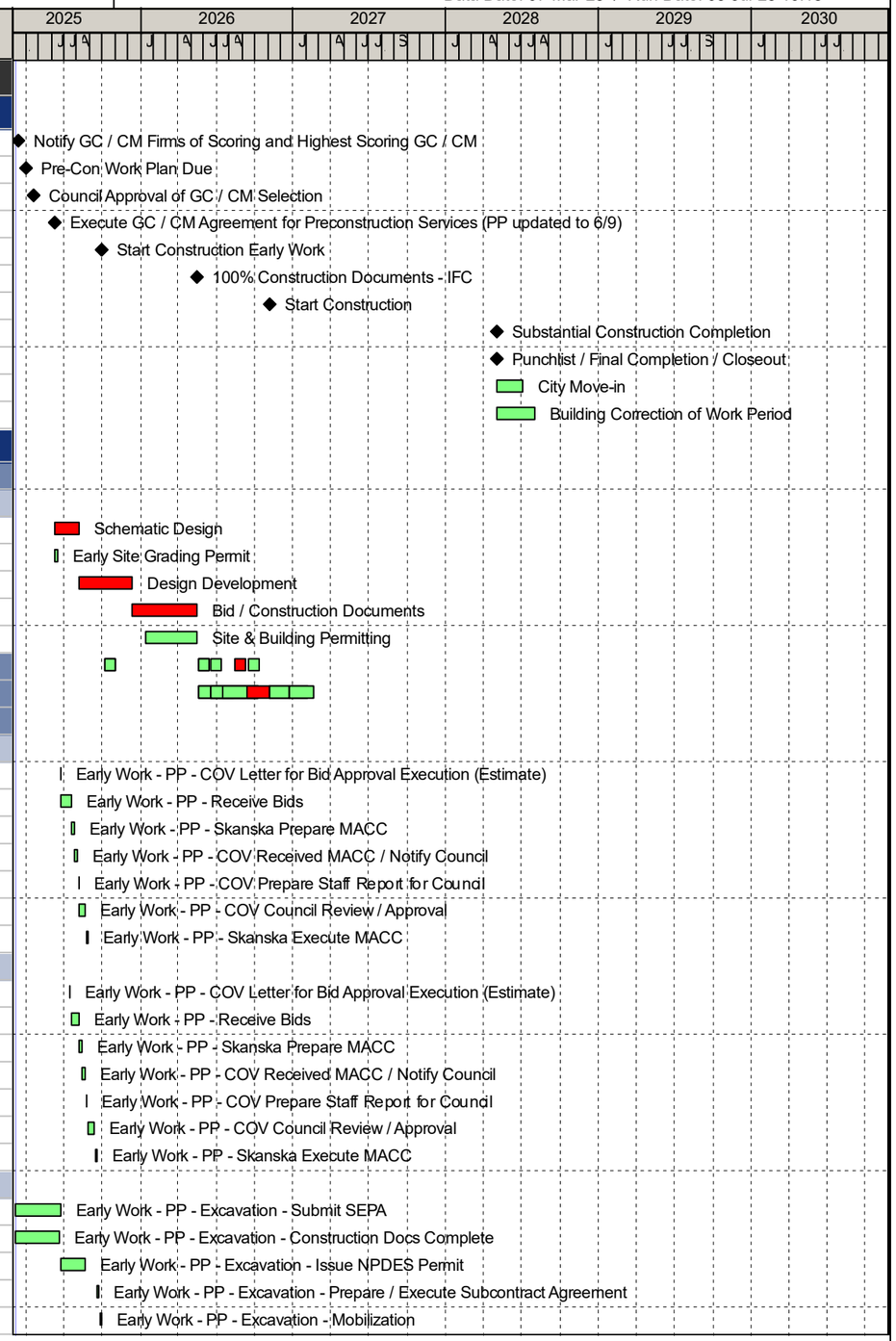
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EXHIBIT “H”
Contract AMENDMENT #2
Project Schedule
City of Vancouver – Public Works Operations Center

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

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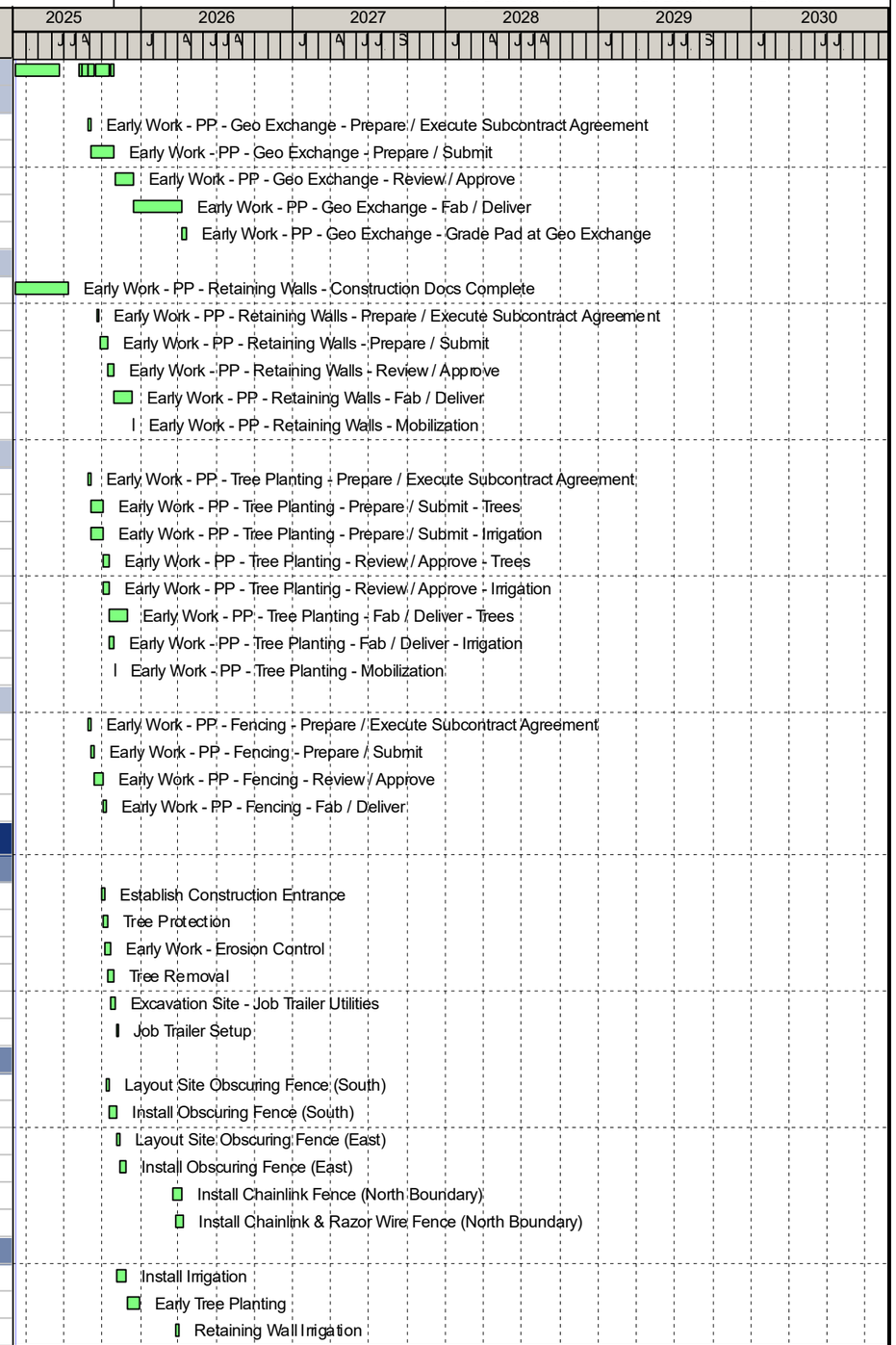
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT		1240	1246	14-Mar-25 A	23-Jan-30
EXECUTIVE SUMMARY		860	860	14-Mar-25	02-Aug-28
EXE163	Notify GC / CM Firms of Scoring and Highest Scoring GC / CM	0	0		14-Mar-25*
EXE173	Pre-Con Work Plan Due	0	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



Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

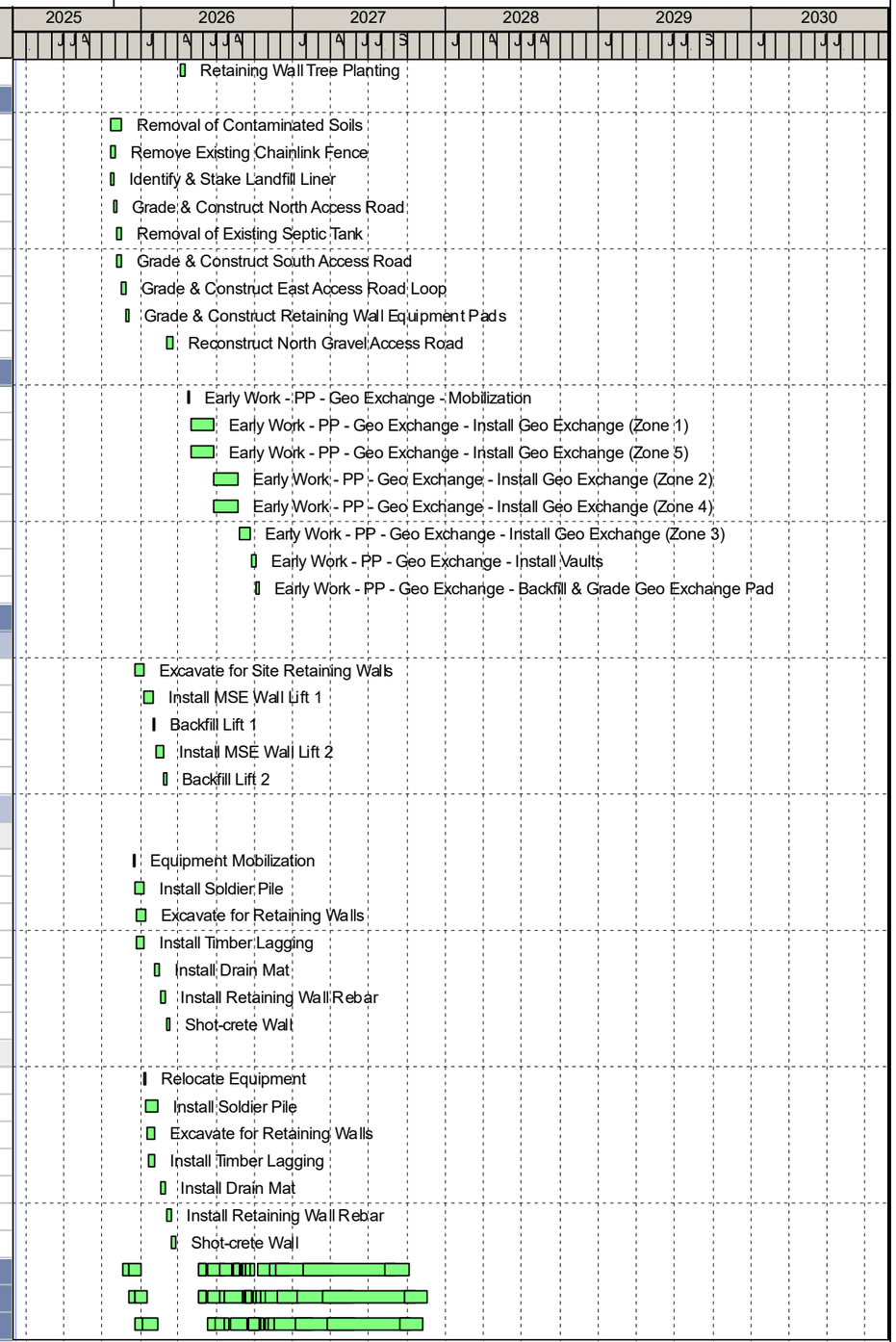
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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EARLY WORK Aggregate Piers		228	164	05-May-25 A	27-Oct-25
EARLY WORK Geo Exchange		165	165	28-Aug-25	22-Apr-26
EWS367	Early Work - PP - Geo Exchange - Prepare / Execute Subcontract Agreement	5	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



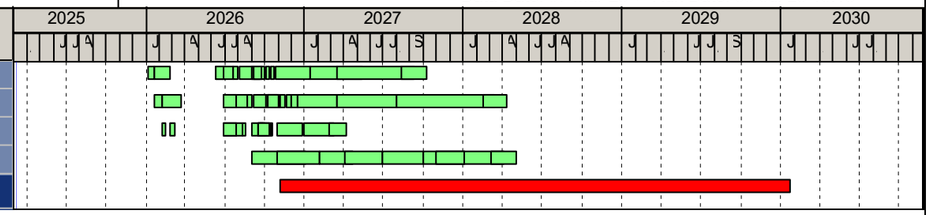
Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

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



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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



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT

SKANSKA

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...

Base Bid

Consurco, Inc.

Submitted by Ian Thackeray

$34,036

Original Proposal, October 16, 2025

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$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
			$3,396,700
			$3,386,000
each	1.00	$3,250.00	$3,250
each	0.00	$0.00	$0
			$7,450
			$28,700
			$3,396,700
			YES
			YES
			YES
			YES
1-3			

MacDonald-Miller Facility Solutions, LLC

Submitted by Michael Weber

$4,038,795

Original Proposal, October 31, 2025

Unit	Qty	Unit Cost	Total Cost
			$4,038,795
			$4,038,295
each	1.00	$0.00	$0
each	0.00	$0.00	$0
			$500
			$39,555
			$4,038,795
			YES
			YES
			YES
			YES
#01 through #03			
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
			$4,477,230
			$4,353,960
each	1.00	$115,270.00	$115,270
each	0.00	$0.00	$0
			$8,000
			$25,838
			$4,477,230
			YES
			YES
			YES
			YES
1-3			
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
			$4,792,390
			$4,771,675
each	1.00	$715.00	$715
each	0.00	$0.00	$0
			$20,000
			$280,000
			$4,792,390
			YES
			YES
			YES
			YES
1 through 3			

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:	**$**

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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)

(Title)

(Witness) Michael Giarrantano

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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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
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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
Liabilities and Surplus:	
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

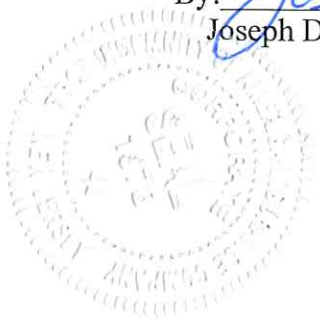
To Whom It May Concern:

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

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.

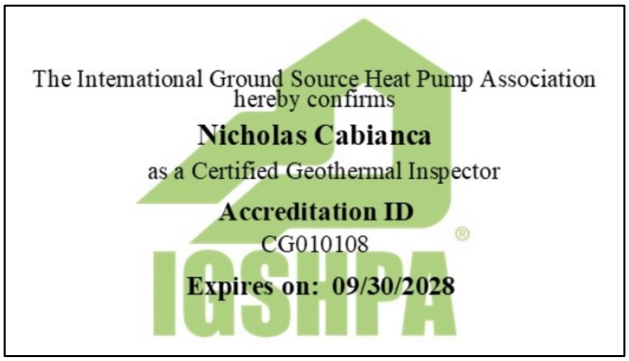
Our federally recognized apprenticeship program via Midwest Geothermal is the first of its kind in the country. It focuses on both installation and safety training. Our field team completes OSHA-10 and our site supervisors complete OSHA-30 safety training courses.

I. IGSHPA Certifications

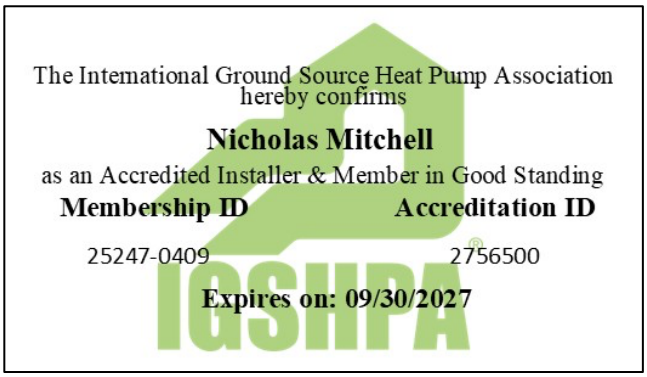
a. Nicholas Cabianca (Geothermal Inspector: 2016-present)

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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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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)

OR# 205923. Information contained in this document is the sole property of Geonomic Developments. All rights reserved.

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

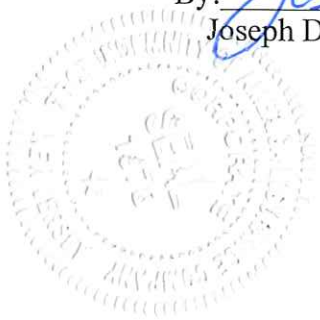
To Whom It May Concern:

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)

(Title)

(Witness) Michael Giarrantano

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
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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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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.

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Angela Grant, Secretary

Docusign Envelope ID: 40660BCB-391D-4979-8968-C35FE3539676

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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

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.

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.

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:08:18 ET on 06/11/2021 under Order No.7344460123 which expires on 02/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
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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[« »] 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	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		

EXHIBIT "C"

MACC-3 (Contract AMENDMENT #3)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center.

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

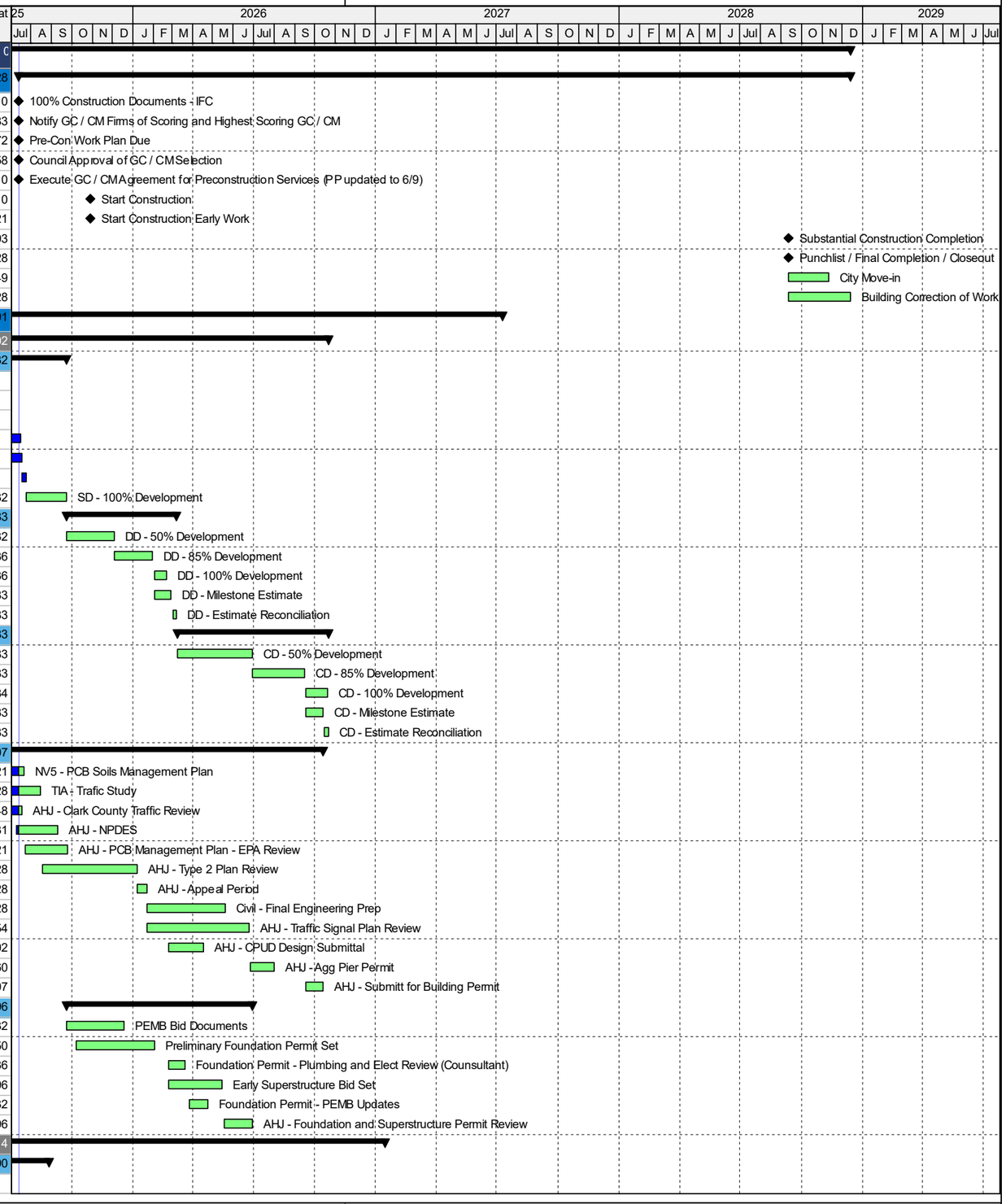
NEGOTIATED SUPPORT SERVICES

None.

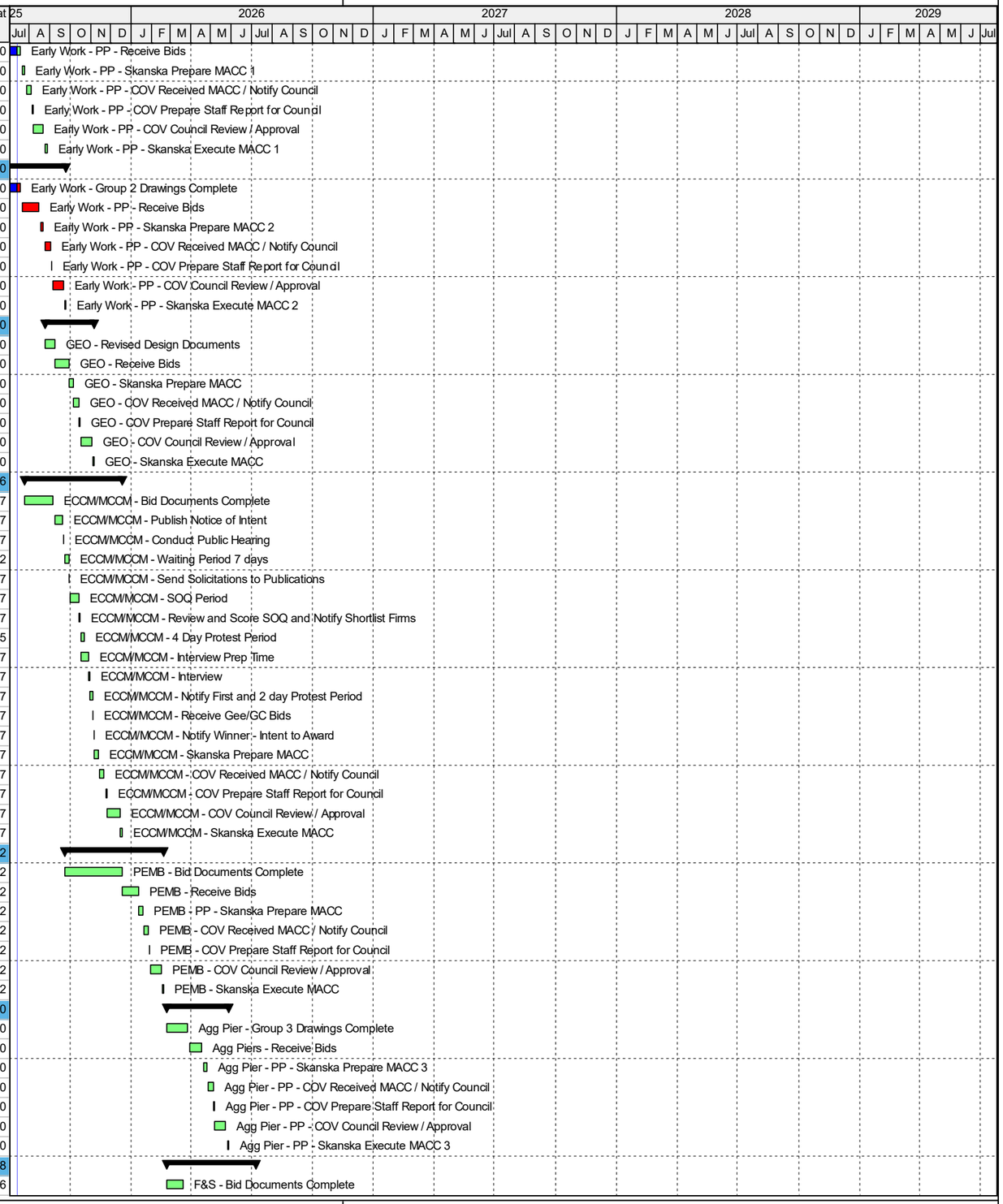
EXHIBIT “H”
Contract AMENDMENT #3
Project Schedule
City of Vancouver – Public Works Operations Center

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

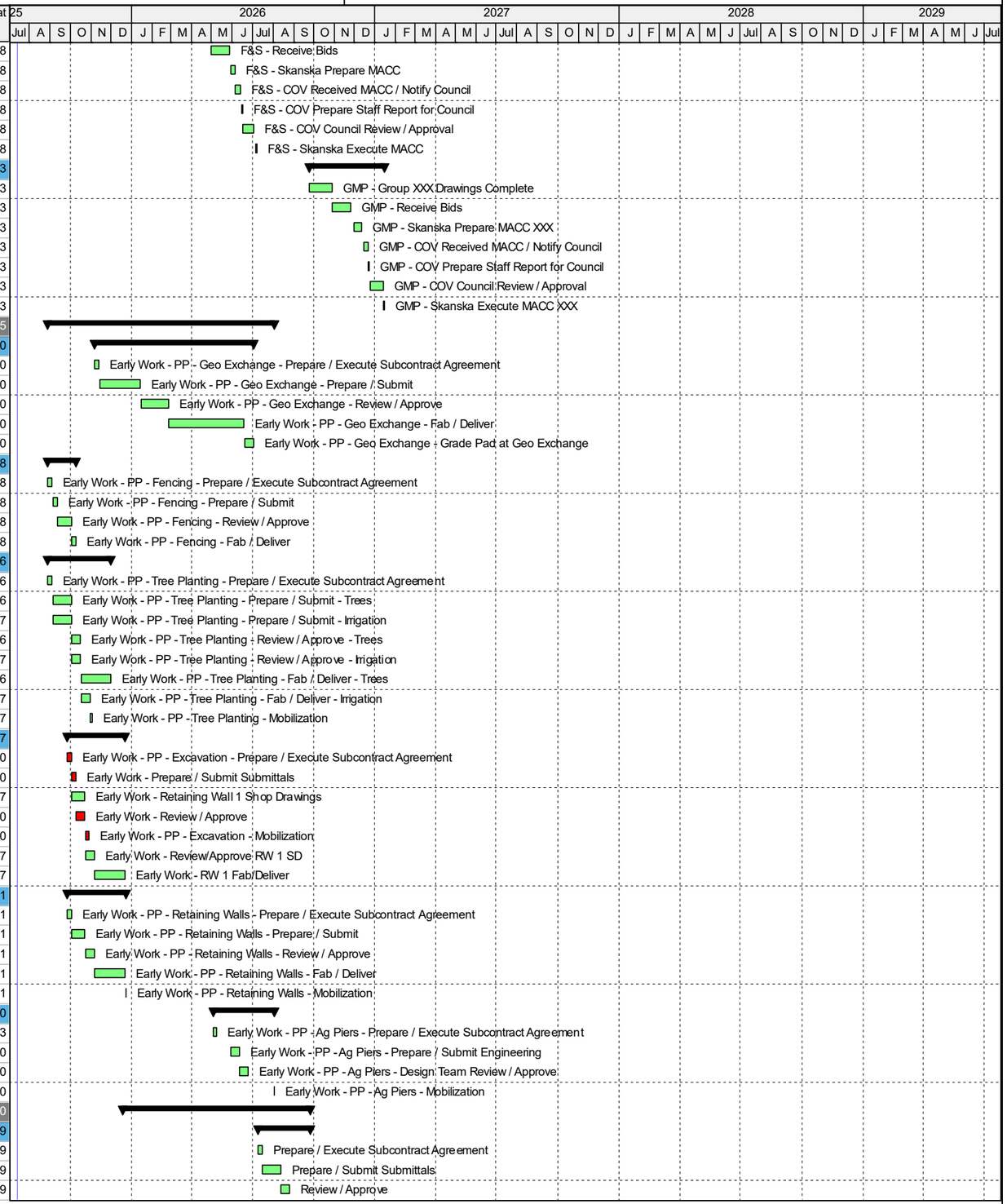
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT - A Martin		869	01-Jan-25 A	13-Dec-28	0
EXECUTIVE SUMMARY		869	14-Jul-25	13-Dec-28	28
DES187	100% Construction Documents - IFC	0		14-Jul-25*	310
EXE163	Notify GC / CM Firms of Scoring 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	



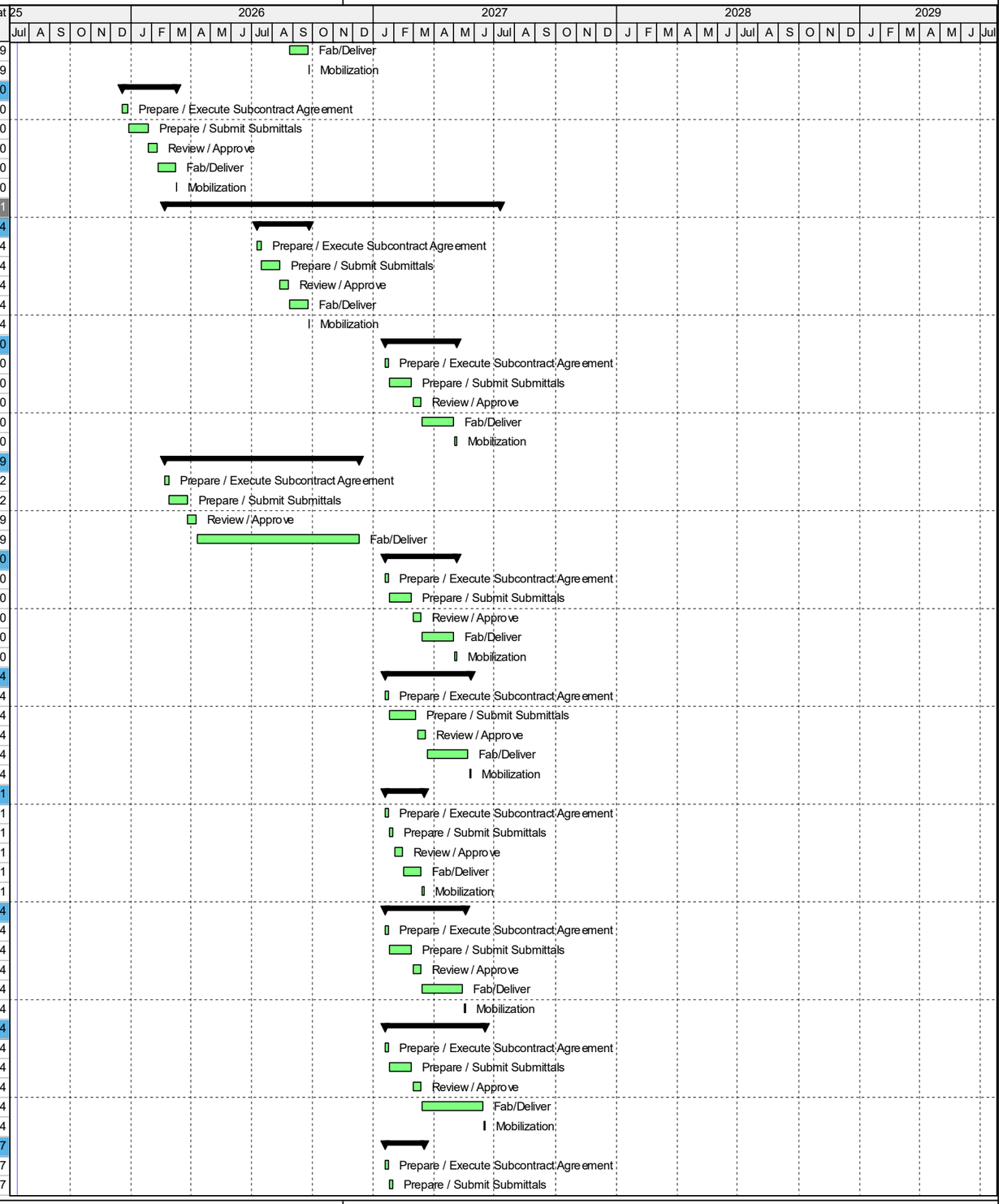
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EW227	Early Work - PP - Receive Bids	15	27-Jun-25 A	18-Jul-25	140
EW15070	Early Work - PP - Skanska Prepare MACC 1	5	21-Jul-25	25-Jul-25	140
EWS257	Early Work - PP - COV Received MACC / Notify Council	6	28-Jul-25	04-Aug-25	140
EWS267	Early Work - PP - 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



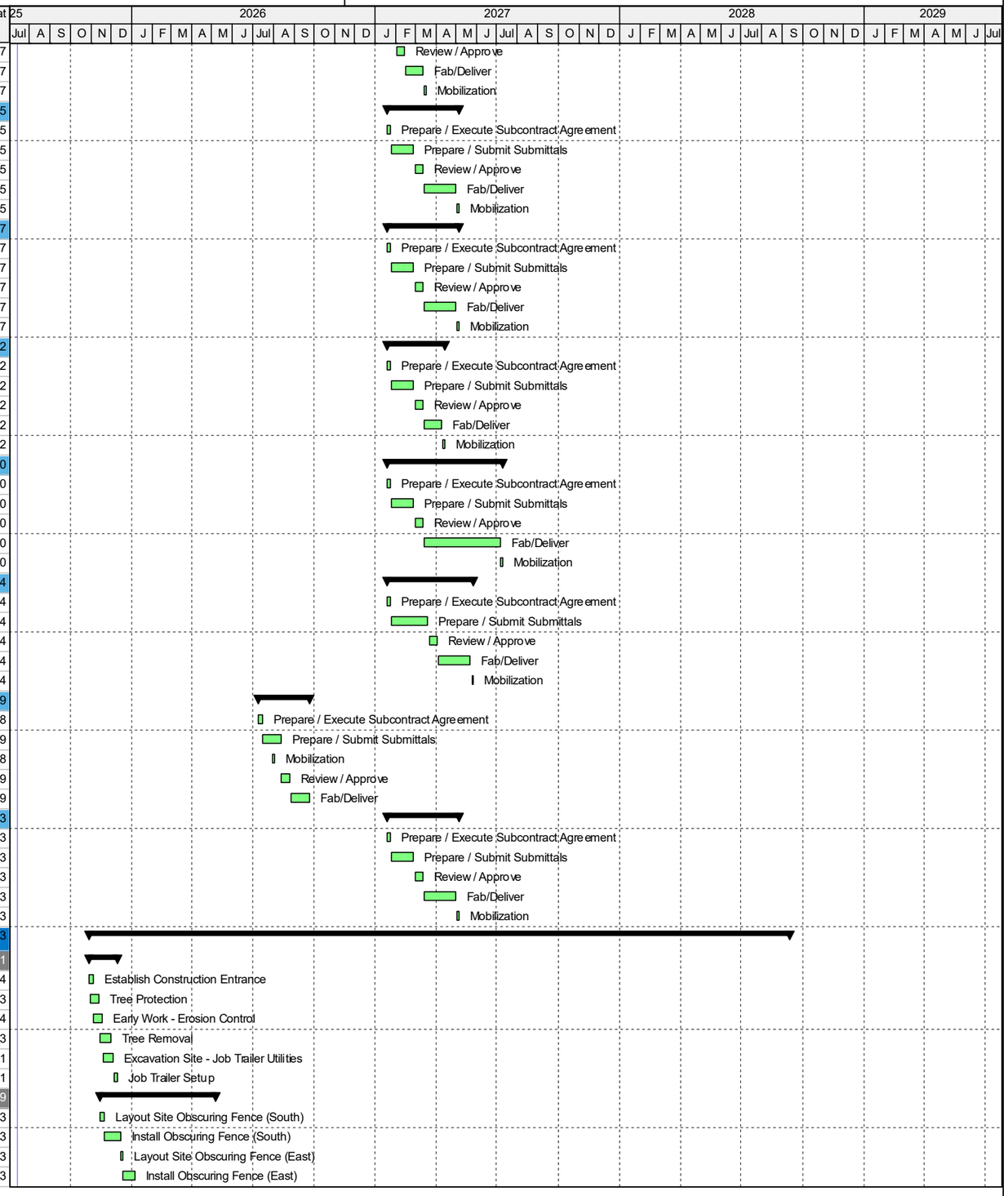
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
EW16190	F&S - Receive Bids	20	30-Apr-26	28-May-26	28
EW16200	F&S - Skanska Prepare MACC	5	29-May-26	04-Jun-26	28
EWS787	F&S - COV Received MACC / Notify Council	6	05-Jun-26	12-Jun-26	28
EWS797	F&S - COV Prepare Staff Report for Council	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



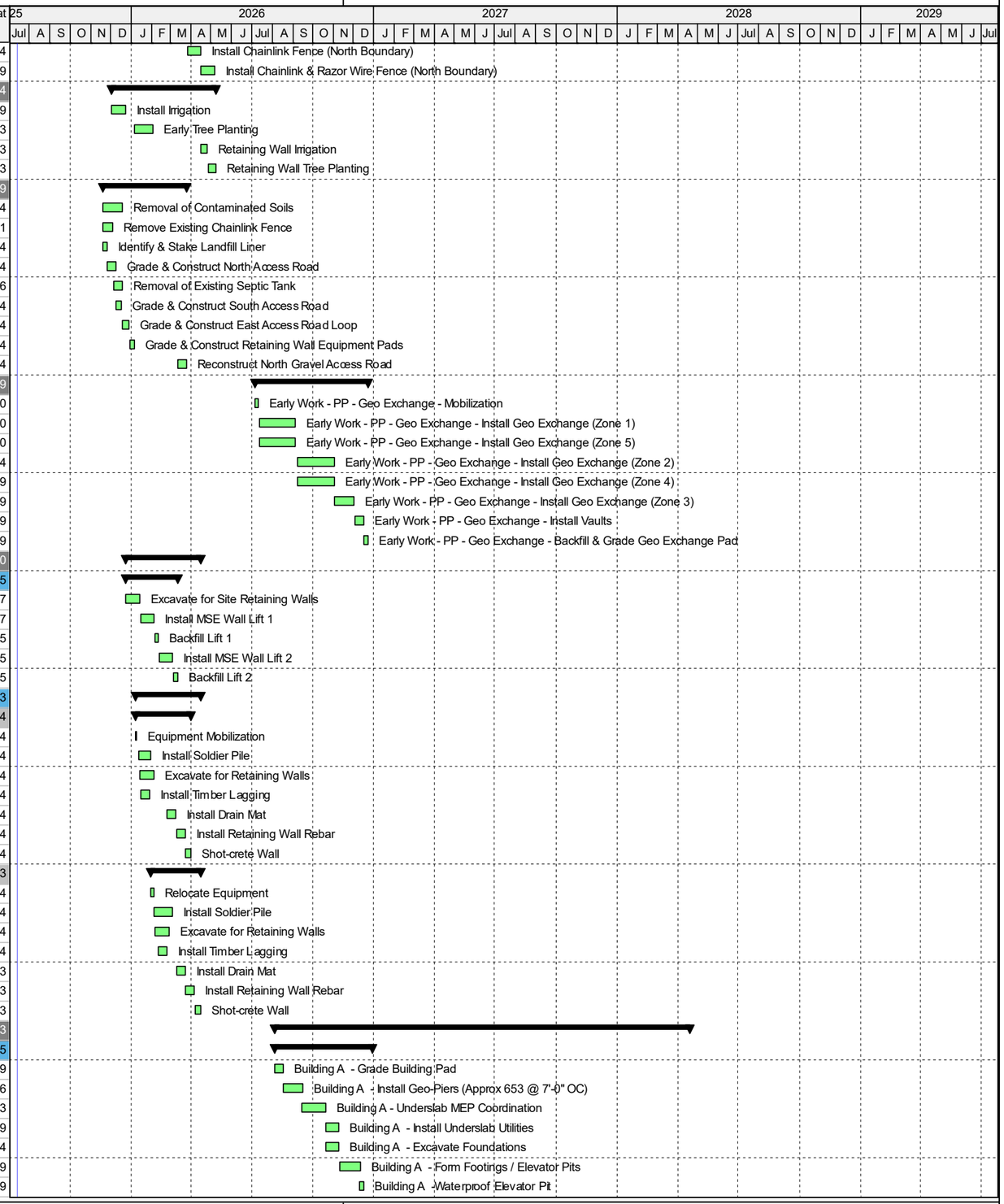
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
EW16230	Fab/Deliver	20	27-Aug-26	24-Sep-26	219
EW16240	Mobilization	1	25-Sep-26	25-Sep-26	219
BP 26A EC/CM		56	19-Dec-25	10-Mar-26	730
EWS837	Prepare / Execute Subcontract Agreement	5	19-Dec-25	26-Dec-25	730
EW16250	Prepare / Submit 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



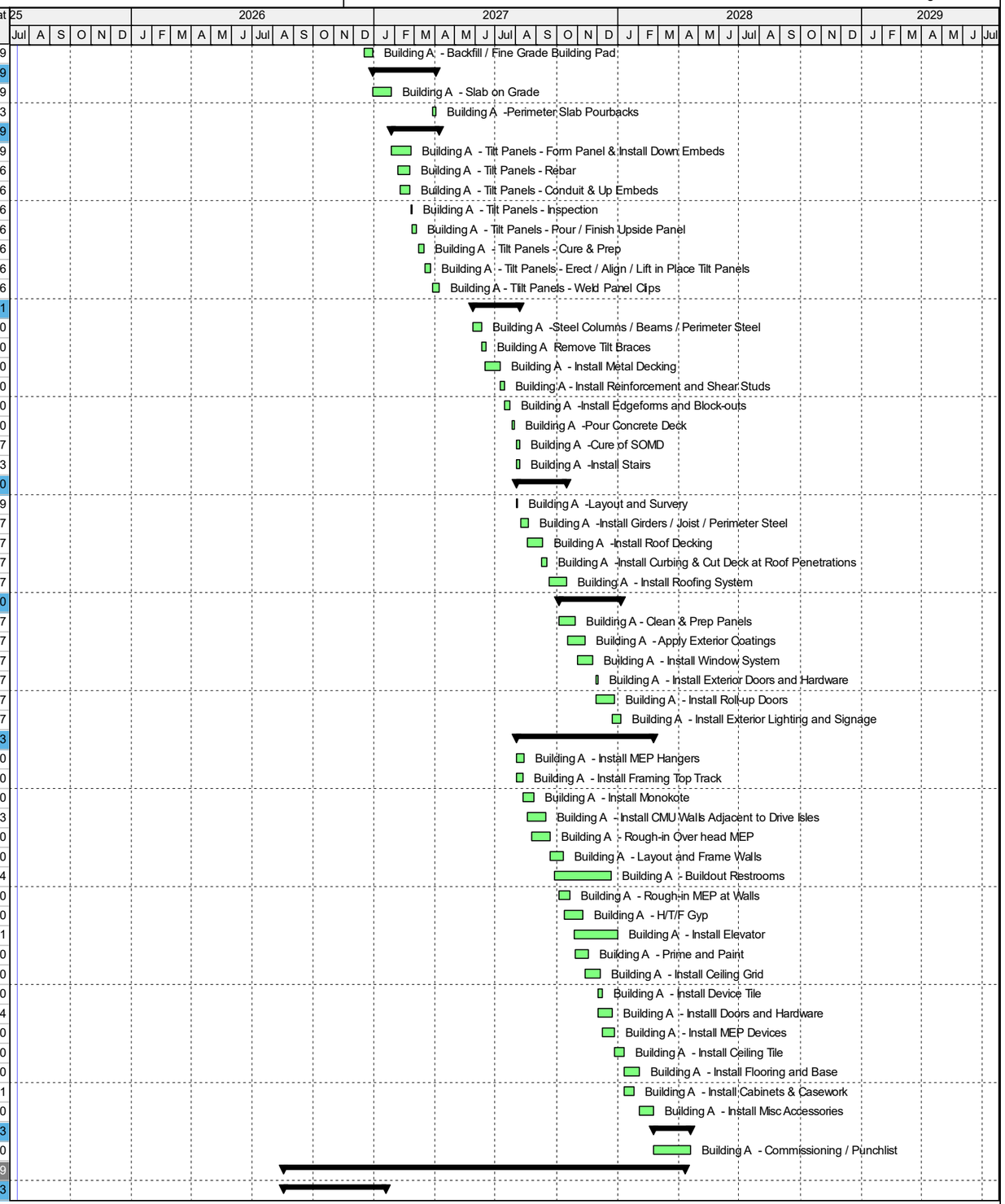
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EW16030	Review / Approve	10	01-Feb-27	12-Feb-27	367
EW16040	Fab/Deliver	20	15-Feb-27	12-Mar-27	367
EW16010	Mobilization	3	15-Mar-27	17-Mar-27	367
BP 09B Resilient Flooring		78	18-Jan-27	05-May-27	305
EWS597	Prepare / Execute Subcontract Agreement	5	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



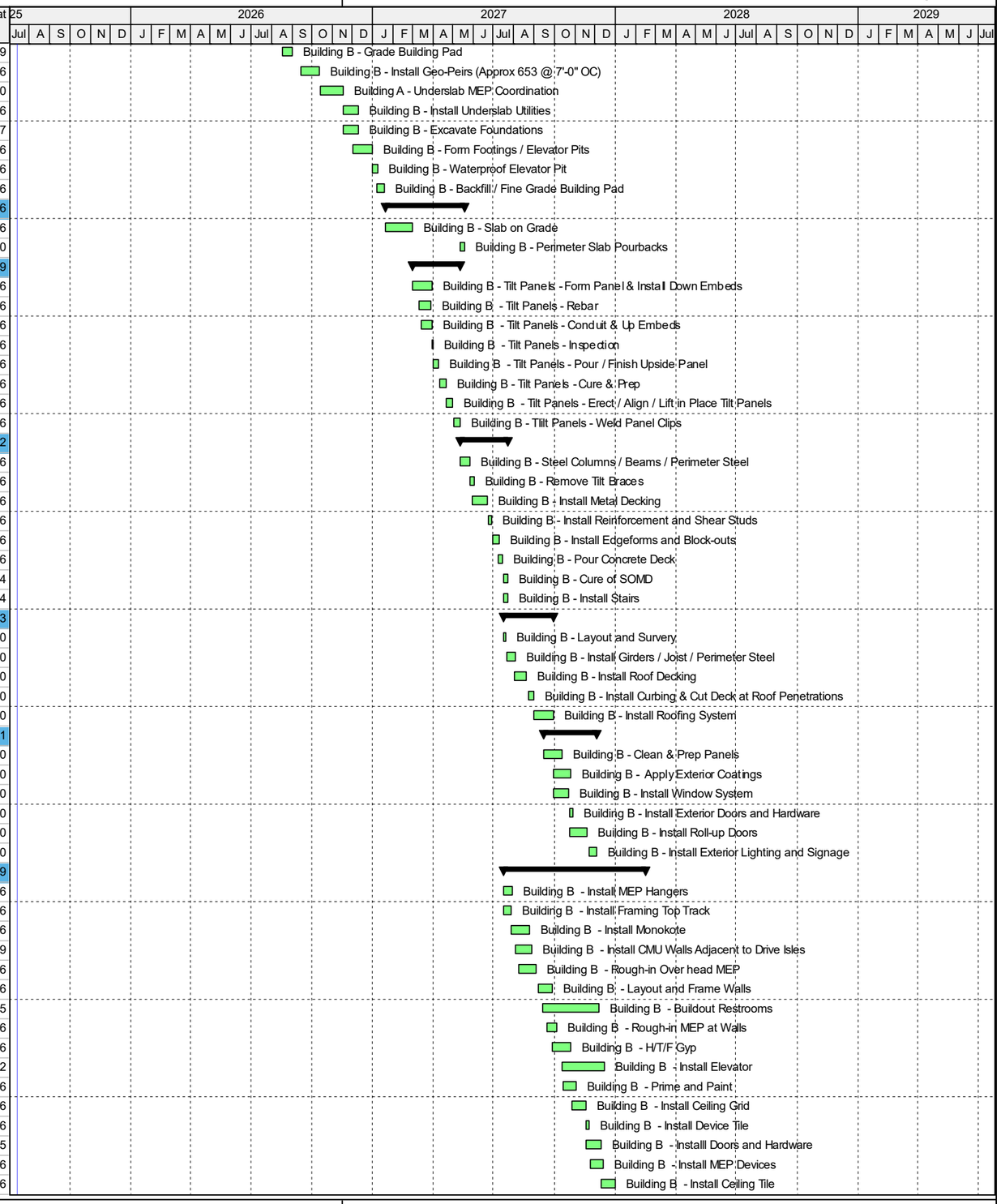
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
EW15040	Install Chainlink Fence (North Boundary)	15	26-Mar-26	15-Apr-26	704
EW15090	Install Chainlink & Razor Wire Fence (North Boundary)	15	16-Apr-26	06-May-26	689
EARLY IRRIGATION & PLANTING		112	02-Dec-25	08-May-26	434
EW15100	Install 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



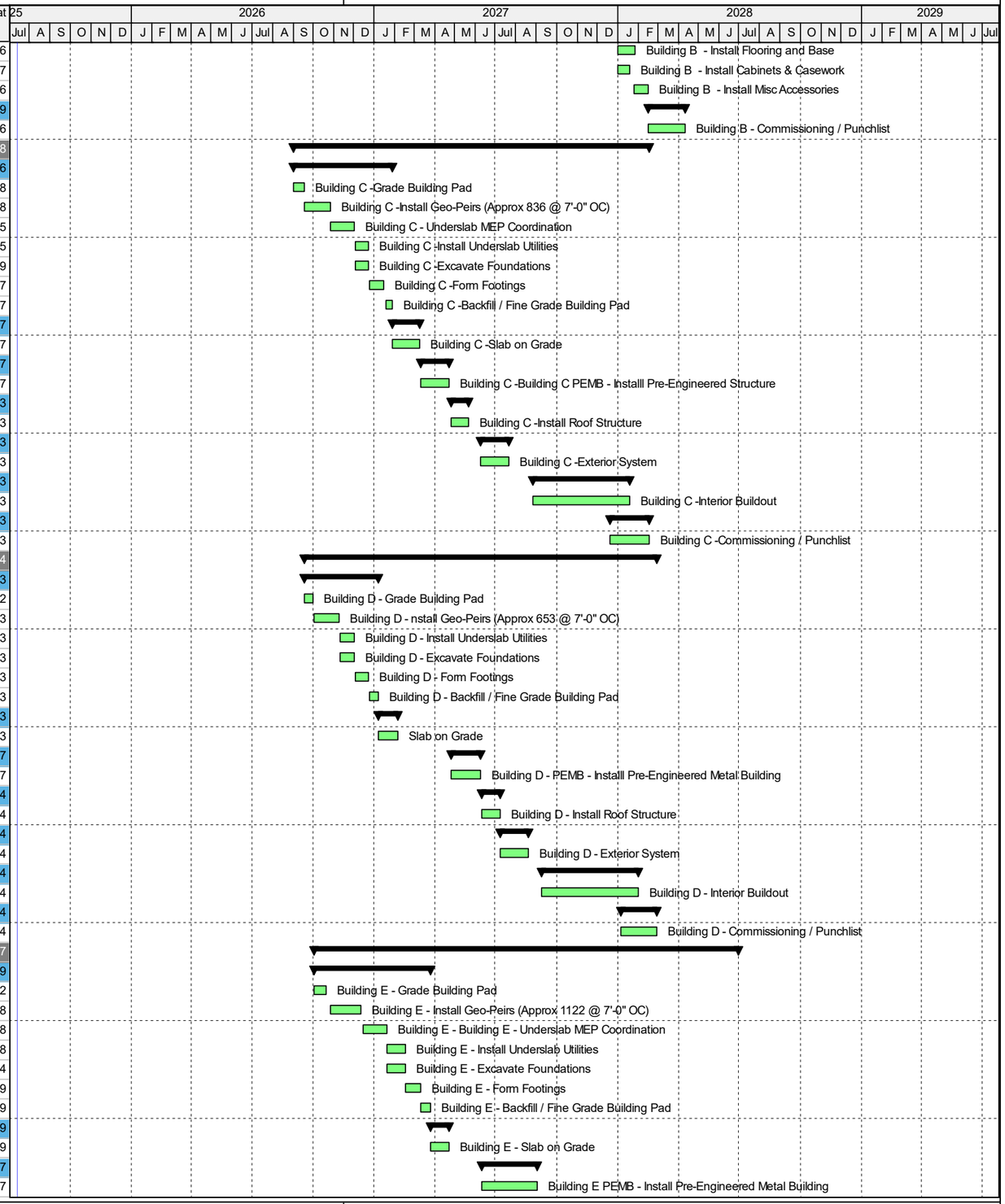
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A1680	Building A - Backfill / Fine Grade Building Pad	8	17-Dec-26	29-Dec-26	209
BUILDING A - SLAB-ON-GRADE (SOG)		68	29-Dec-26	02-Apr-27	459
A1020	Building A - Slab on Grade	20	29-Dec-26	26-Jan-27	209
A1030	Building A -Perimeter Slab 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

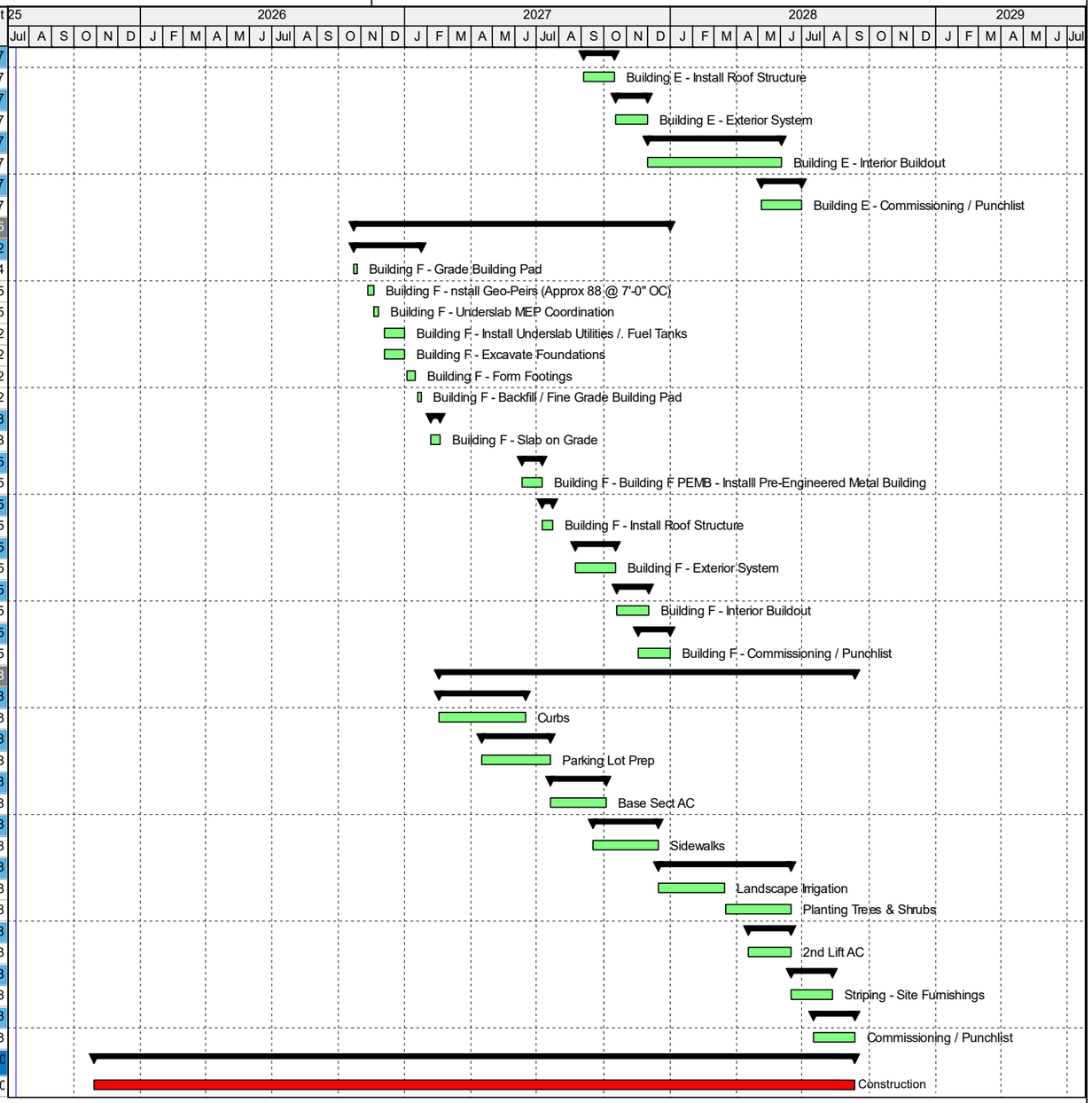


EXHIBIT "I"
Contract AMENDMENT #3
Early Work General Conditions
City of Vancouver – Public Works Operations Center

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

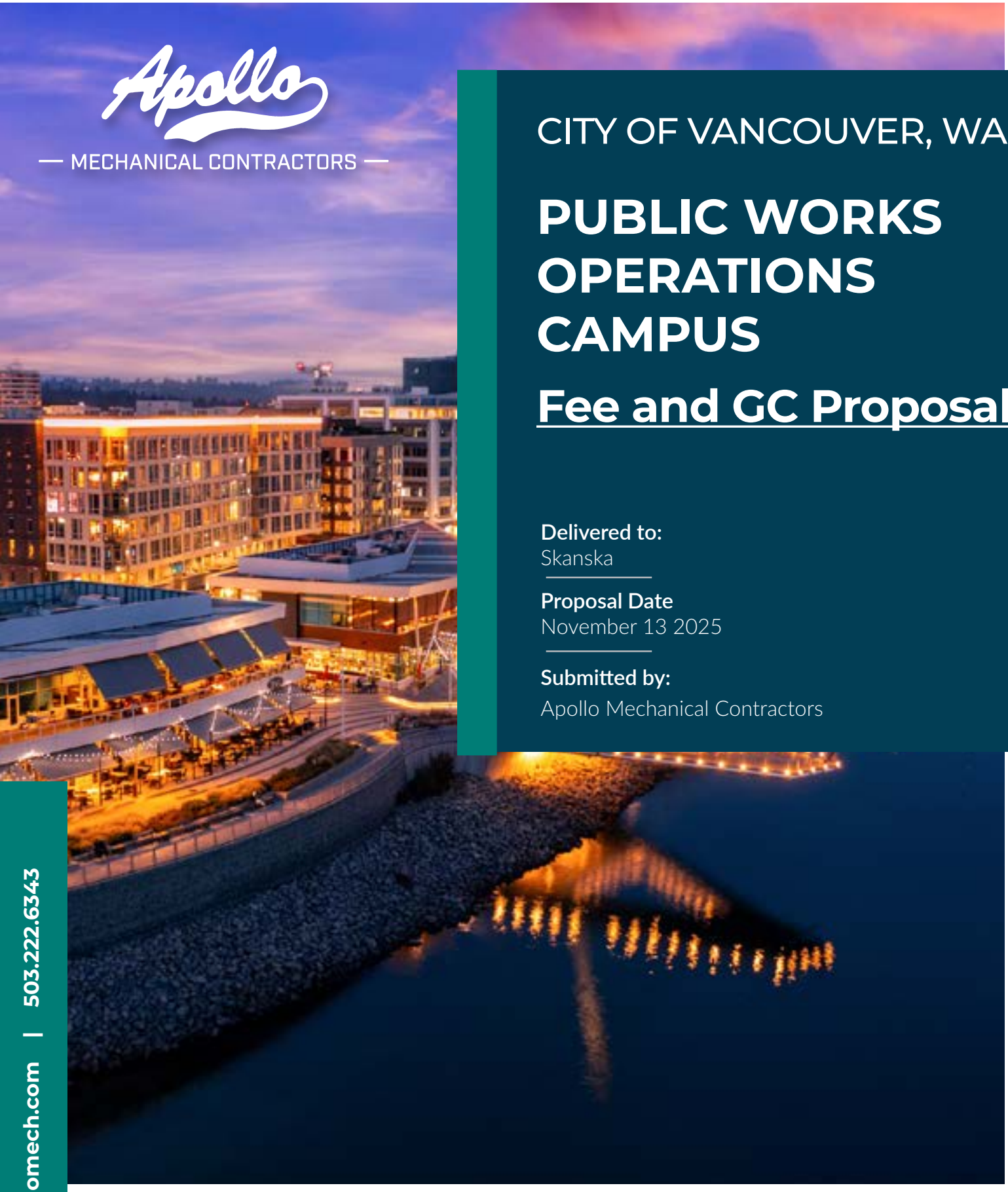
Bonding Capacity: Ability to provide Payment and Performance Bonds for the anticipated value of this contract (Approx. $13.6M). Provide a letter from your Surety or Bonding Agent indicating that the firm has the requisite bonding capacity during the anticipated contract period and will provide bonds 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)

The firm represented by the above signature is:

Sole Proprietorship	
Partnership	
Corporation	X
State of Incorporation	WA
Other	

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.

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

	$
	$
	$
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	$

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

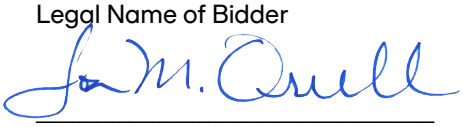
CONTRACT AND BOND:

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

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	$

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

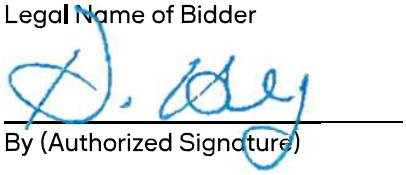
CONTRACT AND BOND:

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	

AIA® Document A133™ – 2019
Exhibit A

Guaranteed Maximum Price Amendment #4

This fourth 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.

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.

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:08:18 ET on 06/11/2021 under Order No.7344460123 which expires on 02/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (2020107107)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed $12,861,361, 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	CONTRACTOR: Skanska USA Building Inc
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Anthony Glenn, Deputy City Clerk	
Approved as to form:	
Nena Cook, City Attorney	

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MACC No. 4
Contract Amendment #4

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 Thirty-Nine Thousand, Two Hundred Twenty-Six ($239,226)** to a total of **Twelve Million, Eight Hundred Sixty-One Thousand, Three Hundred Sixty-One ($12,861,361)**. 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 #4 GMP Pricing	02/25/2026
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	
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 01/27/2026
Exhibit I	General Conditions (None)	
Exhibit J	Bid Package 03A – Covered Storage H & J Foundations	

EXHIBIT A - CONSTRUCTION COST SUMMARY

February 25, 2026

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Original Value	Value of Previous Amendments	Value of Amendment #04		**Total Contract Value**
32A	Early Planting and Irrigation	$ -	$ 223,000	$ -		**$ 223,000**
32B	Fencing	$ -	$ 169,656	$ -		**$ 169,656**
Bid Group 2						
31A	Early Sitework	$ -	$ 1,682,000	$ -		**$ 1,682,000**
31B	Site Retaining Wall #2	$ -	$ 1,895,106	$ -		**$ 1,895,106**
Bid Group 3						
07A	Sealer and Joint Sealant	$ -	$ 34,036	$ -		**$ 34,036**
23A	Geo Exchange Boring Field	$ -	$ 3,425,400	$ -		**$ 3,425,400**
Bid Group 4						
23B	Mechanical Contractor Preconstruction Value	$ -	$ 125,000	$ -		**$ 125,000**
26A	Electrical Contractor Preconstruction Value	$ -	$ 85,000	$ -		**$ 85,000**
Bid Group 5						
03A	Covered Storage H & J Foundations	$ -	$ -	$ 960,784		**$ 960,784**
1	**Subtotal for Direct Subcontract Work**	**$ -**	**$ 7,639,198**	**$ 960,784**		**$ 8,599,982**
2	Fencing Vegetation Clearing and Trimming Allowance	$ -	$ 7,500	$ -		**$ 7,500**
3	Dewatering Baker Tank and Filtration Allowance	$ -	$ 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**
6	**Total Subcontract Costs** (Add Lines 1 & 5)	**$ -**	**$ 7,846,698**	**$ 960,784**		**$ 8,807,482**
7	Negotiated Support Services	$ -	$ 420,887	$ -		**$ 420,887**
8	Builder's Risk Allowance	$ -	$ 500,000	$ -		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ -	$ 281,794	$ 10,057		**$ 291,851**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ -**	**$ 9,049,379**	**$ 970,841**		**$ 10,020,220**
11	Fixed Amount for Specified General Conditions	$ 2,331,834	$ 835,549	$ (835,549)		**$ 2,331,834**
12	GC/CM Fee x % Shown Below)	$ -	$ 406,213	$ 103,934		**$ 510,147**
13	MCCM/ECCM P&P Bond Deduct 0.4%	$ -	$ (840)	$ -		**$ (840)**
14	**Total GMP** (Add Lines 10, 11, 12 and 13)	**$ 2,331,834**	**$ 10,290,301**	**$ 239,226**		**$ 12,861,361**
15	Preconstruction Services	$ 897,758.00	$ -	$ -		**$ 897,758**
16	**Total GMP plus Preconstruction Services** (Add Lines 13 and 14)	**$ 3,229,592**	**$ 10,290,301**	**$ 239,226**		**$ 13,759,119**

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 A - CONSTRUCTION COST SUMMARY

December 11, 2025

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Original Value	Value of Previous Amendments	Value of Amendment #02		Total Contract Value
32A	Early Planting and Irrigation	$ -	$ 223,000	$ -		**$ 223,000**
32B	Fencing	$ -	$ 169,656	$ -		**$ 169,656**
Bid Group 2						
31A	Early Sitework	$ -	$ 1,682,000	$ -		**$ 1,682,000**
31B	Site Retaining Wall #2	$ -	$ 1,895,106	$ -		**$ 1,895,106**
Bid Group 3						
07A	Sealer and Joint Sealant	$ -	$ 34,036	$ -		**$ 34,036**
23A	Geo Exchange Boring Field	$ -	$ 3,425,400	$ -		**$ 3,425,400**
Bid Group 4						
23B	Mechanical Contractor Preconstruction Value	$ -	$ -	$ 125,000		**$ 125,000**
26A	Electrical Contractor Preconstruction Value	$ -	$ -	$ 85,000		**$ 85,000**
1	**Subtotal for Direct Subcontract Work**	**$ -**	**$ 7,429,198**	**$ 210,000**		**$ 7,639,198**
2	Fencing Vegetation Clearing and Trimming Allowance	$ -	$ 7,500	$ -		**$ 7,500**
3	Dewatering Baker Tank and Filtration Allowance	$ -	$ 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**
6	**Total Subcontract Costs** (Add Lines 1 & 5)	**$ -**	**$ 7,636,698**	**$ 210,000**		**$ 7,846,698**
7	Negotiated Support Services	$ -	$ 420,887	$ -		**$ 420,887**
8	Builder's Risk Allowance	$ -	$ 500,000	$ -		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ -	$ 281,794	$ -		**$ 281,794**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ -**	**$ 8,839,379**	**$ 210,000**		**$ 9,049,379**
11	Fixed Amount for Specified General Conditions	$ 2,331,834	$ 835,549	$ -		**$ 3,167,383**
12	GC/CM Fee x % Shown Below)	$ -	$ 397,330	$ 8,883		**$ 406,213**
13	**Total Contract Cost (TCC)** (Add Lines 10, 12, and 12)	**$ 2,331,834**	**$ 10,072,258**	**$ 218,883**		**$ 12,622,975**
14	Preconstruction Services	$ 897,758.00	$ -	$ -		**$ 897,758**
15	MCCM/ECCM P&P Bond Deduct 0.4%		$ -	$ (840)		**$ (840)**
15	**TCC plus Preconstruction Services** (Add Lines 13 and 14)	**$ 3,229,592**	**$ 10,072,258**	**$ 218,043**		**$ 13,519,893**

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%

FOR REFERENCE

EXHIBIT A - CONSTRUCTION COST SUMMARY

November 21, 2025

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Original Value	Value of Previous Amendments	Value of Amendment #02		Total Contract Value
32A	Early Planting and Irrigation	$ -	$ 223,000	$ -		**$ 223,000**
32B	Fencing	$ -	$ 169,656	$ -		**$ 169,656**
Bid Group 2						
31A	Early Sitework	$ -	$ 1,682,000	$ -		**$ 1,682,000**
31B	Site Retaining Wall #2	$ -	$ 1,895,106	$ -		**$ 1,895,106**
Bid Group 3						
07A	Sealer and Joint Sealant	$ -	$ -	$ 34,036		**$ 34,036**
23A	Geo Exchange Boring Field	$ -	$ -	$ 3,425,400		**$ 3,425,400**
1	**Subtotal for Direct Subcontract Work**	**$ -**	**$ 3,969,762**	**$ 3,459,436**		**$ 7,429,198**
2	Fencing Vegetation Clearing and Trimming Allowance	$ -	$ 7,500	$ -		**$ 7,500**
3	Dewatering Baker Tank and Filtration Allowance	$ -	$ 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**
6	**Total Subcontract Costs** (Add Lines 1 & 5)	**$ -**	**$ 4,177,262**	**$ 3,459,436**		**$ 7,636,698**
7	Negotiated Support Services	$ -	$ 404,728	$ 16,159		**$ 420,887**
8	Builder's Risk Allowance	$ -	$ 500,000	$ -		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ -	$ 125,318	$ 156,476		**$ 281,794**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ -**	**$ 5,207,308**	**$ 3,632,071**		**$ 8,839,379**
11	Fixed Amount for Specified General Conditions	$ 2,331,834	$ 835,549	$ -		**$ 3,167,383**
12	GC/CM Fee x % Shown Below)	$ -	$ 255,613	$ 141,717		**$ 397,330**
13	**Total Contract Cost (TCC)** (Add Lines 10, 12, and 12)	**$ 2,331,834**	**$ 6,298,470**	**$ 3,773,788**		**$ 12,404,092**
14	Preconstruction Services	$ 897,758.00	$ -	$ -		**$ 897,758**
15	**TCC plus Preconstruction Services** (Add Lines 13 and 14)	**$ 3,229,592**	**$ 6,298,470**	**$ 3,773,788**		**$ 13,301,850**

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%

FOR REFERENCE

EXHIBIT A - CONSTRUCTION COST SUMMARY

August 27, 2025

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Original Value	Value of Previous Amendments	Value of Amendment #01		Total Contract Value
Bid Group 1						
32A	Early Planting and Irrigation	$ -	$ -	$ 223,000		**$ 223,000**
32B	Fencing	$ -	$ -	$ 169,656		**$ 169,656**
Bid Group 2						
31A	Early Sitework	$ -	$ -	$ 1,682,000		**$ 1,682,000**
31B	Site Retaining Wall #2	$ -		$ 1,895,106		**$ 1,895,106**
1	**Subtotal for Direct Subcontract Work**	**$ -**	**$ -**	**$ 3,969,762**		**$ 3,969,762**
2	Fencing Vegetation Clearing and Trimming Allowance	$ -	$ -	$ 7,500		**$ 7,500**
3	De-watering Baker Tank and Filtration Allowance	$ -	$ -	$ 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**
6	**Total Subcontract Costs** (Add Lines 1 & 5)	**$ -**	**$ -**	**$ 4,177,262**		**$ 4,177,262**
7	Negotiated Support Services	$ -	$ -	$ 404,728		**$ 404,728**
8	Builder's Risk Allowance	$ -	$ -	$ 500,000		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ -	$ -	$ 125,318		**$ 125,318**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ -**	**$ -**	**$ 5,207,308**		**$ 5,207,308**
11	Fixed Amount for Specified General Conditions	$ 2,331,834	$ -	$ 835,549		**$ 3,167,383**
12	GC/CM Fee x % Shown Below	$ -	$ -	$ 255,613		**$ 255,613**
13	**Total Contract Cost (TCC)** (Add Lines 10, 12, and 12)	**$ 2,331,834**	**$ -**	**$ 6,298,470**		**$ 8,630,304**
14	Preconstruction Services	$ 897,758.00	$ -	$ -		**$ 897,758.00**
15	**TCC plus Preconstruction Services** (Add Lines 13 and 14)	**$ 3,229,592**	**$ -**	**$ 6,298,470**		**$ 9,528,062**

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%

FOR REFERENCE

EXHIBIT "B"
MACC-4 (Contract AMENDMENT #4)
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 #4:

City of Vancouver (MACC-4 Bid Packages – Early Work Requirements):

1. BP 03A – Covered Storage H & J Foundations
   a. Scope of work includes reinforcing, cast-in-place concrete, excavation and backfill for Building J, H.1 and H.2 foundations in accordance with the Contract Documents

General Conditions and Negotiated Support Services (NSS):

1. Negotiated Support Services: No Change
2. General Conditions: No change
3. Overhead and Profit 4.23%: $103,934.00

ASSUMPTIONS AND CLARIFICATIONS -

1. Assumes a Notice to Proceed, NTP, from the Owner for the bid package values in Amendment Exhibit A, by March 20, 2026, and an executed associated GMP Amendment by March 27, 2026.

EXCLUSIONS -

The following exclusions apply for Amendment #4:

1. Any scope not specifically outlined above
2. Over-excavation
3. Excavation, handling, and disposal of contaminated or unsuitable material
4. Building H.3
5. Site utilities – a CCD is required and anticipated for the remaining storm system behind the MSE wall
6. Slab on Grade

EXHIBIT "B"
MACC-4 (Contract AMENDMENT #4)
Scope of Work and Assumptions and Clarifications
City of Vancouver - Public Works Operations Campus

COST BASIS OF AMENDMENT #4

Amendment #4 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 January 25, 2026, Run Date: January 27, 2026
4. Bids received on February 19, 2026, for Bid Packages: 03A

EXHIBIT "C"

MACC-4 (Contract AMENDMENT #4)
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		
	G000 - GRAPHIC COVER SHEET		1/27/2026
	G101 - COVER SHEET		1/27/2026
	G102 - SHEET INDEX		1/27/2026
	G201 - ABBREVIATIONS, SYMBOLS, GENERAL NOTES & MATERIALS LEGEND		1/27/2026
	CIVIL		
	C100 - EXISTING CONDITIONS PLAN		1/27/2026
	C101 - CLEARING AND EROSION CONTROL PLAN		1/27/2026
	C200 - GRADING PLAN		1/27/2026
	C203 - RETAINING WALL PROFILES		1/27/2026
	C204 - RETAINING WALL PROFILES		1/27/2026
	C304 - GRADING PLAN		1/27/2026
	C307 - GRADING PLAN		1/27/2026
	C308 - GRADING PLAN		1/27/2026
	SITE		
	A101 - SITE REFERENCE PLAN		1/27/2026
	GENERAL - BLDG H		
	Gh302a - GROSS AREA GROUP CODE PLAN -BUILDING H		1/27/2026
	Gh305a - CODE REVIEW		1/27/2026
	Gh305b - CODE REVIEW		1/27/2026
	ARCHITECURAL - BLDG H		
	Ah201 - FLOOR PLAN GENERAL NOTES & LEGEND		1/27/2026
	Ah202a - BUILDING H -FLOOR PLAN		1/27/2026
	Ah210a - BUILDING H (NORTH H.1) , AREA PLAN		1/27/2026
	Ah211a - BUILDING H (EAST H.2) , AREA PLAN	ADD #2	2/12/2026
	Ah212a - BUILDING H (SOUTH H.3) , AREA PLAN		1/27/2026
	Ah301 - ROOF PLAN -BUILDING H	ADD #2	2/12/2026
	Ah402 - FIRST FLOOR -REFLECTEDCEILING PLAN		1/27/2026
	Ah502 - EXTERIOR ELEVATIONS	ADD #2	2/12/2026

	Ah503 - EXTERIOR ELEVATIONS	ADD #2	2/12/2026
	Ah601 - BUILDING SECTIONS	ADD #2	2/12/2026
	STRUCTURAL - BLDG H		
	Sh001 - BUILDING H -GENERALNOTES	ADD #2	2/12/2026
	Sh002 - BUILDING H -GENERALNOTES	ADD #2	2/12/2026
	Sh003 - BUILDING H -GENERALNOTES	ADD #2	2/12/2026
	Sh004 - BUILDING H -GENERALNOTES		1/27/2026
	Sh005 - BUILDING H -GENERALNOTES		1/27/2026
	Sh210 - BUILDING H -FOUNDATIONPLAN -AREA '1'	ADD #2	2/12/2026
	Sh211 - BUILDING H -FOUNDATIONPLAN -AREA '2'	ADD #2	2/12/2026
	Sh212 - BUILDING H -FOUNDATIONPLAN -AREA '3'	ADD #2	2/12/2026
	Sh301 - BUILDING H -FOUNDATIONDETAILS	ADD #2	2/12/2026
	Sh302 - BUILDING H -FOUNDATIONDETAILS	ADD #2	2/12/2026
	Sh310 - BUILDING H -SLAB ON GRADE DETAILS	ADD #2	2/12/2026
	GENERAL - BLDG J		
	Gj302a - GROSS AREA GROUP CODE PLAN -BUILDING J		1/27/2026
	Gj305a - CODE REVIEW		1/27/2026
	Gj305b - CODE REVIEW		1/27/2026
	ARCHITECURAL - BLDG J		
	Aj201 - FLOOR PLAN GENERAL NOTES & LEGEND	ADD #2	2/12/2026
	Aj210 - FLOOR PLAN & DIMENSION PLAN -BUILDING J		1/27/2026
	Aj302 - ROOF PLAN -BUILDING J		1/27/2026
	Aj401 - REFLECTED CEILING PLAN GENERAL NOTES & LEGEND		1/27/2026
	Aj402 - REFLECTED CEILING PLAN - BUILDING J		1/27/2026
	Aj502 - EXTERIOR ELEVATIONS	ADD #2	2/12/2026
	Aj601 - BUILDING SECTIONS	ADD #2	2/12/2026
	STRUCTURAL - BLDG J		
	Sj001 - BUILDING J -GENERALNOTES	ADD #2	2/12/2026
	Sj002 - BUILDING J -GENERALNOTES	ADD #2	2/12/2026
	Sj003 - BUILDING J -GENERALNOTES	ADD #2	2/12/2026
	Sj004 - BUILDING J -GENERALNOTES		1/27/2026
	Sj005 - BUILDING J -GENERALNOTES		1/27/2026
	Sj006 - BUILDING J -GENERALNOTES		1/27/2026
	Sj210 - BUILDING J -FOUNDATIONPLAN	ADD #2	2/12/2026
	Sj211 - BUILDING J -ROOF FRAMING PLAN		1/27/2026
	Sj301 - BUILDING J -FOUNDATIONDETAILS	ADD #2	2/12/2026
	Sj302 - BUILDING J -SLAB ON GRADE DETAILS	ADD #2	2/12/2026
	Sj501 - BUILDING J -STEELFRAMINGDETAILS		1/27/2026

EXHIBIT "C"

MACC-4 (Contract AMENDMENT #4)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

	ARCHITECTURAL DETAILS		
	A2017 - FOUNDATION DETAILS (PEMB)	ADD #2	2/12/2026
	A2018 - FOUNDATION DETAILS (PEMB)	ADD #2	2/12/2026
	A2019 - FOUNDATION DETAILS	ADD #2	2/12/2026
	A2020 - FOUNDATION DETAILS	ADD #2	2/12/2026
	A2101 - FLOOR TYPES, ASSEMBLIES, AND GENERAL NOTES	ADD #2	2/12/2026
	A4001 - ROOF TYPES & CANOPY		1/27/2026

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

EXHIBIT "C"

MACC-4 (Contract AMENDMENT #4)

Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

03	**CONCRETE**		
03 2000	CONCRETE REINFORCING		1/27/2026
03 3000	CAST-IN-PLACE CONCRETE		1/27/2026
05	**METALS**		
05 1200	STRUCTURAL STEEL FRAMING	ADD #2	2/12/2026
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	ADD #2	2/12/2026
31 23 19	DEWATERING		7/18/2025
31 25 00	EROSION AND SEDIMENT CONTRO		7/18/2025
32	**EXTERIOR IMPROVEMENTS**		
32 31 13	CHAIN LINK FENCING AND GATES		6/20/2025
32 84 00	TEMPORARY IRRIGATION (DESIGN BUILD)		6/20/2025
32 91 13	SOIL PREPARATION		6/20/2025
32 93 00	PLANTS		6/20/2025
33	**UTILITIES**		
33 41 16	SUBDRAINAGE PIPING		7/18/2025

EXHIBIT "C"

MACC-4 (Contract AMENDMENT #4)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

Addenda

Addendum No.	Description	Rev No.	Date
1	Addendum #1		02/09/2026
2	Addendum #2		02/13/2026

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

EXHIBIT “D”
Contract AMENDMENT #4
Allowance Items
City of Vancouver – Public Works Operations Center

ALLOWANCE ITEMS -

None

EXHIBIT “E”
Contract AMENDMENT #4
Alternate Prices
City of Vancouver – Public Works Operations Center

ALTERNATE PRICES

None.

EXHIBIT “F”
Contract AMENDMENT #4
Unit Prices
City of Vancouver – Public Works Operation Center

Unit Prices -

None

EXHIBIT “G”
Contract AMENDMENT #4
Early Work Negotiated Support Services
City of Vancouver – Public Works Operations Center

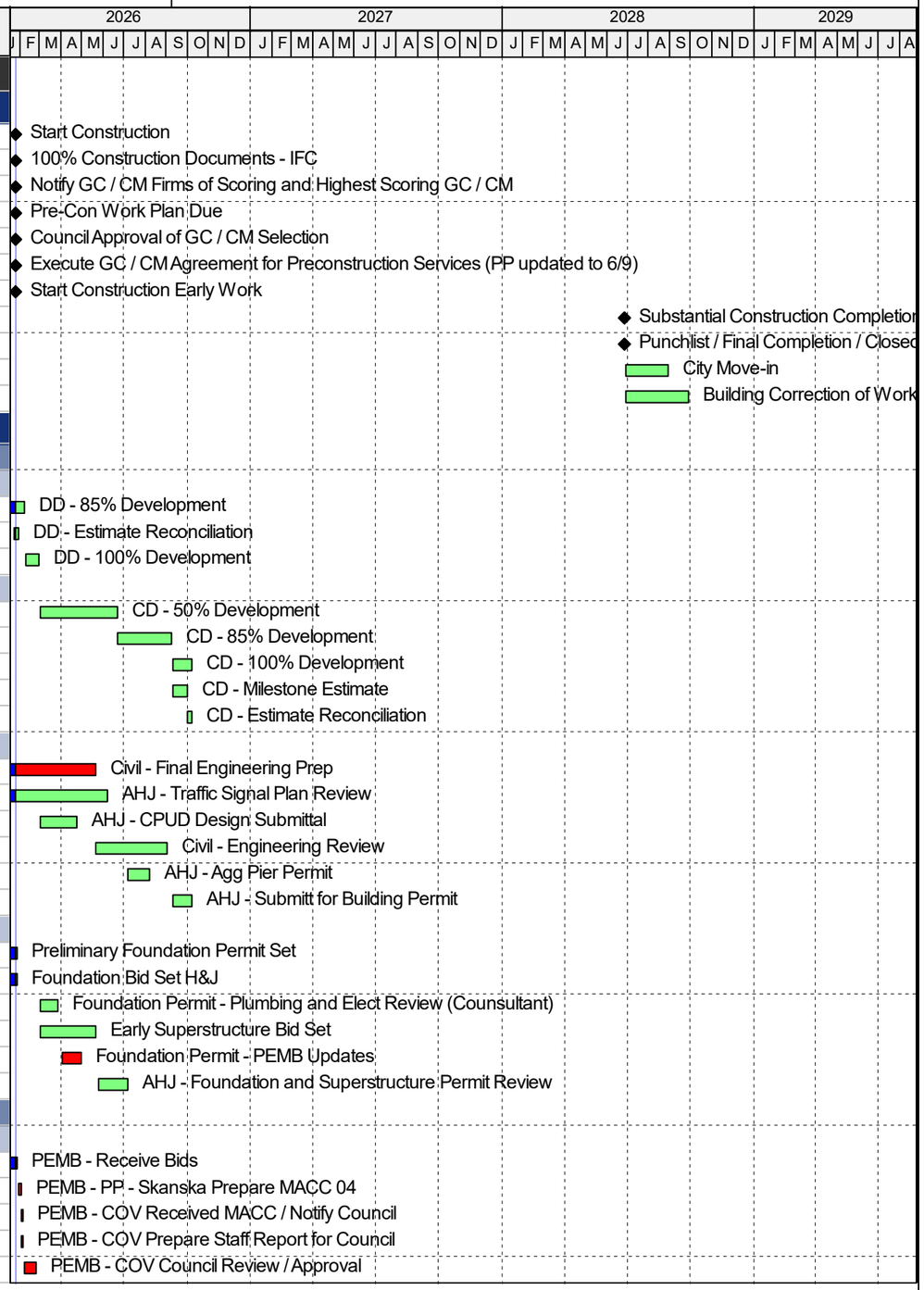
NEGOTIATED SUPPORT SERVICES

No Change

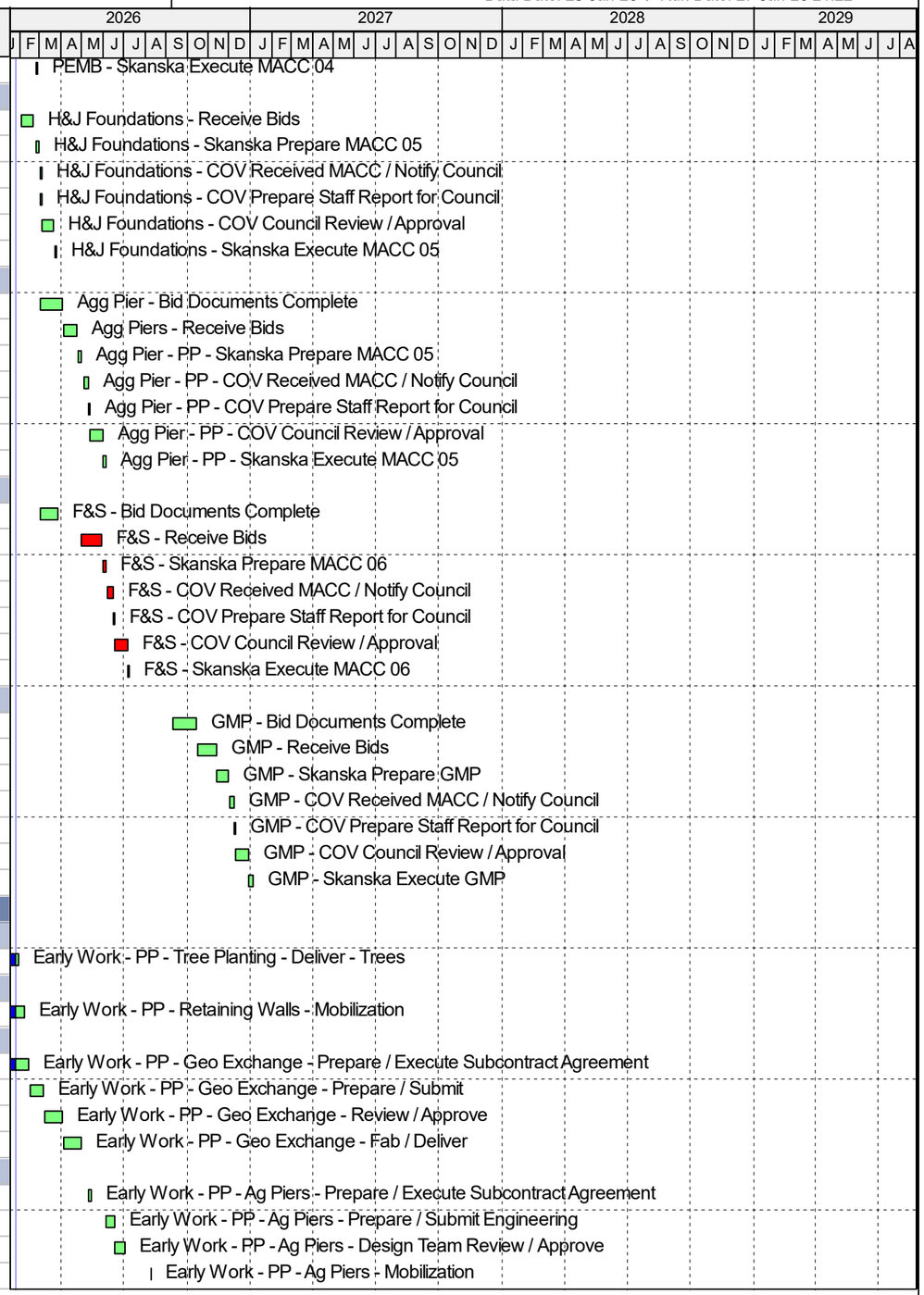
EXHIBIT “H”
Contract AMENDMENT #4
Project Schedule
City of Vancouver – Public Works Operations Center

Project Schedule - Data Date January 25, 2026, Run Date: January 27, 2026

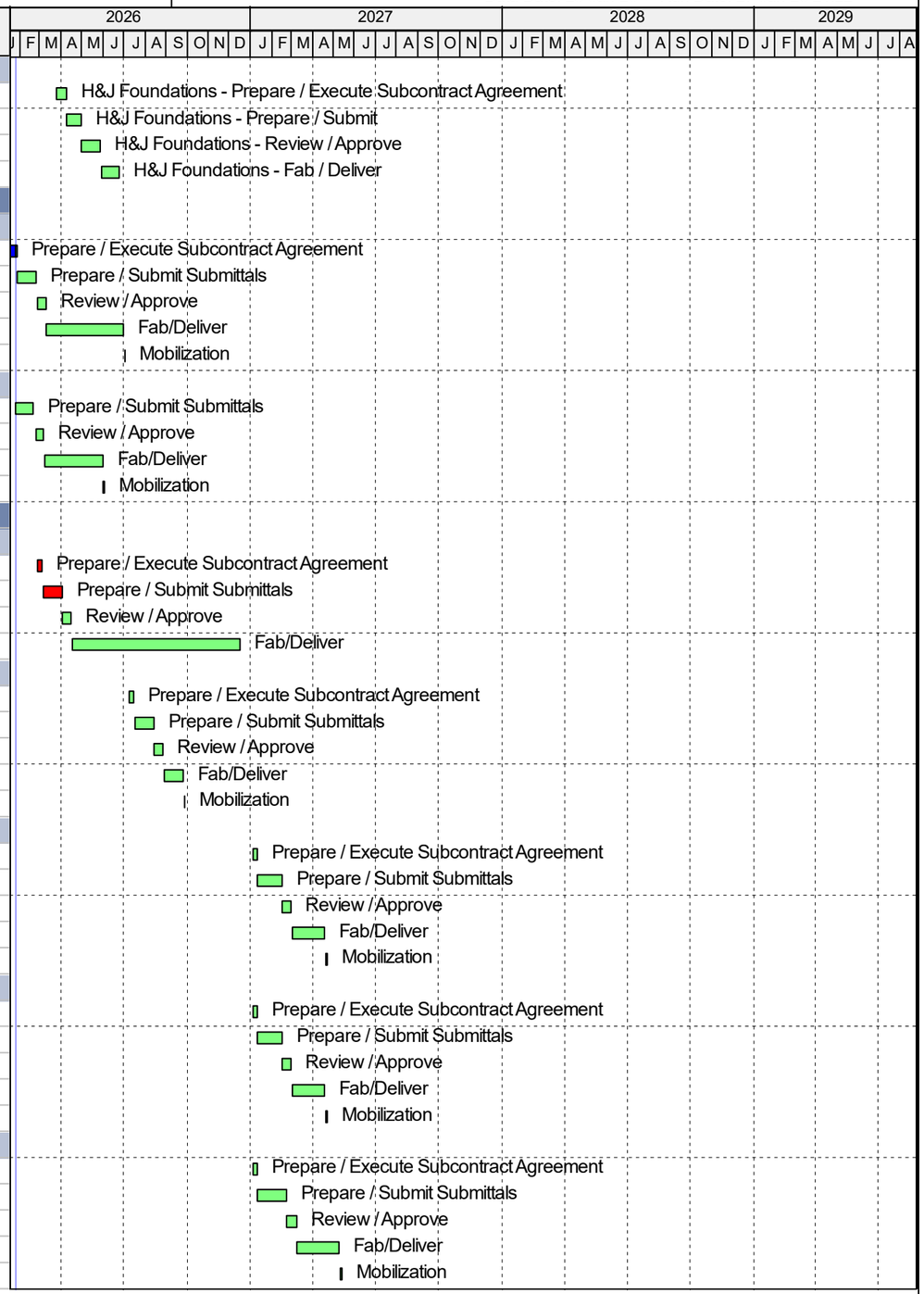
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT - A Martin		781	700	29-Sep-25 A	24-Oct-28
EXECUTIVE SUMMARY		682	682	26-Jan-26	28-Sep-28
EXE113	Start Construction	0	0	26-Jan-26	
DES187	100% Construction Documents - IFC	0	0		26-Jan-26
EXE163	Notify GC / CM Firms of Scoring and Highest Scoring GC / CM	0	0		26-Jan-26
EXE173	Pre-Con Work Plan Due	0	0		26-Jan-26
EXE183	Council Approval of GC / CM Selection	0	0		26-Jan-26
EXE193	Execute GC / CM Agreement for Preconstruction Services (PP updated to 6/9)	0	0		26-Jan-26
EXE203	Start Construction Early Work	0	0	26-Jan-26	
EXE101	Substantial Construction Completion	0	0		27-Jun-28*
EXE103	Punchlist / Final Completion / Closeout	0	0		27-Jun-28*
EXE143	City Move-in	44	44	28-Jun-28	29-Aug-28
EXE153	Building Correction of Work Period	65	65	28-Jun-28	28-Sep-28
PRE-CONSTRUCTION		439	362	03-Oct-25 A	25-Jun-27
DESIGN		258	181	03-Oct-25 A	08-Oct-26
DESIGN DEVELOPMENT (DD)		55	25	11-Dec-25 A	27-Feb-26
DES205	DD - 85% Development	30	10	11-Dec-25 A	06-Feb-26
DES220	DD - Estimate Reconciliation	5	4	23-Jan-26 A	29-Jan-26
DES210	DD - 100% Development	15	15	09-Feb-26	27-Feb-26
CONSTRUCTION DOCUMENTS (CD)		156	156	02-Mar-26	08-Oct-26
DES300	CD - 50% Development	80	80	02-Mar-26	22-Jun-26
DES305	CD - 85% Development	55	55	23-Jun-26	09-Sep-26
DES310	CD - 100% Development	20	20	10-Sep-26	07-Oct-26
DES315	CD - Milestone Estimate	16	16	10-Sep-26	01-Oct-26
DES320	CD - Estimate Reconciliation	5	5	02-Oct-26	08-Oct-26
AHJ ITEMS		195	180	02-Jan-26 A	07-Oct-26
DES404	Civil - Final Engineering Prep	80	84	02-Jan-26 A	21-May-26
DES405	AHJ - Traffic Signal Plan Review	110	95	05-Jan-26 A	08-Jun-26
DES262	AHJ - CPUD Design Submittal	40	40	02-Mar-26	24-Apr-26
DES455	Civil - Engineering Review	71	71	22-May-26	01-Sep-26
DES252	AHJ - Agg Pier Permit	25	25	06-Jul-26	07-Aug-26
DES414	AHJ - Submitt for Building Permit	20	20	10-Sep-26	07-Oct-26
EARLY BID / PERMIT DOCUMENTS		192	115	03-Oct-25 A	07-Jul-26
DES230	Preliminary Foundation Permit Set	80	3	03-Oct-25 A	28-Jan-26
DES465	Foundation Bid Set H&J	20	3	03-Oct-25 A	28-Jan-26
DES250	Foundation Permit - Plumbing and Elect Review (Counsultant)	20	20	02-Mar-26	27-Mar-26
DES330	Early Superstructure Bid Set	60	60	02-Mar-26	22-May-26
DES260	Foundation Permit - PEMB Updates	20	20	03-Apr-26	30-Apr-26
DES270	AHJ - Foundation and Superstructure Permit Review	30	30	26-May-26	07-Jul-26
CONTRACT AMENDMENTS		263	239	19-Dec-25 A	04-Jan-27
PEMB BID GROUP (MACC 04 NEGOTIATIONS)		48	24	19-Dec-25 A	26-Feb-26
EW16150	PEMB - Receive Bids	15	3	19-Dec-25 A	28-Jan-26
EW16160	PEMB - PP - Skanska Prepare MACC 04	3	3	29-Jan-26	02-Feb-26
EWS707	PEMB - COV Received MACC / Notify Council	3	3	03-Feb-26	05-Feb-26
EWS717	PEMB - COV Prepare Staff Report for Council	3	3	03-Feb-26	05-Feb-26
EWS727	PEMB - COV Council Review / Approval	12	12	06-Feb-26	23-Feb-26



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EWS737	PEMB - Skanska Execute MACC 04	3	3	24-Feb-26	26-Feb-26
BUILDING H&J FOUNDATIONS BID GROUP (MACC 05 NEGOTIATIONS)		38	38	02-Feb-26	25-Mar-26
EW16341	H&J Foundations - Receive Bids	15	15	02-Feb-26*	20-Feb-26
EW16331	H&J Foundations - Skanska Prepare MACC 05	5	5	23-Feb-26	27-Feb-26
EWS897	H&J Foundations - COV Received MACC / Notify Council	3	3	02-Mar-26	04-Mar-26
EWS907	H&J Foundations - COV Prepare Staff Report for Council	3	3	02-Mar-26	04-Mar-26
EWS917	H&J Foundations - COV Council Review / Approval	12	12	05-Mar-26	20-Mar-26
EWS887	H&J Foundations - Skanska Execute MACC 05	3	3	23-Mar-26	25-Mar-26
AGG PIERS BID GROUP (MACC 05 NEGOTIATIONS)		68	68	02-Mar-26	04-Jun-26
EW15310	Agg Pier - Bid Documents Complete	25	25	02-Mar-26	03-Apr-26
EW15340	Agg Piers - Receive Bids	15	15	06-Apr-26	24-Apr-26
EW15330	Agg Pier - PP - Skanska Prepare MACC 05	5	5	27-Apr-26	01-May-26
EWS447	Agg Pier - PP - COV Received MACC / Notify Council	6	6	04-May-26	11-May-26
EWS457	Agg Pier - PP - COV Prepare Staff Report for Council	2	2	12-May-26	13-May-26
EWS467	Agg Pier - PP - COV Council Review / Approval	12	12	14-May-26	01-Jun-26
EWS477	Agg Pier - PP - Skanska Execute MACC 05	3	3	02-Jun-26	04-Jun-26
FOUNDATION/SUPERSTRUCTURE/EARTHWORK - (MACC 06 NEGOTIATIONS		92	92	02-Mar-26	09-Jul-26
EW16180	F&S - Bid Documents Complete	20	20	02-Mar-26	27-Mar-26
EW16190	F&S - Receive Bids	20	20	01-May-26	29-May-26
EW16200	F&S - Skanska Prepare MACC 06	5	5	01-Jun-26	05-Jun-26
EWS787	F&S - COV Received MACC / Notify Council	6	6	08-Jun-26	15-Jun-26
EWS797	F&S - COV Prepare Staff Report for Council	2	2	16-Jun-26	17-Jun-26
EWS807	F&S - COV Council Review / Approval	12	12	18-Jun-26	06-Jul-26
EWS817	F&S - Skanska Execute MACC 06	3	3	07-Jul-26	09-Jul-26
FINAL BID GROUP (GMP NEGOTIATIONS)		78	78	11-Sep-26	04-Jan-27
EW15360	GMP - Bid Documents Complete	25	25	11-Sep-26	15-Oct-26
EW15370	GMP - Receive Bids	20	20	16-Oct-26	12-Nov-26
EW15380	GMP - Skanska Prepare GMP	10	10	13-Nov-26	30-Nov-26
EWS487	GMP - COV Received MACC / Notify Council	6	6	01-Dec-26	08-Dec-26
EWS497	GMP - COV Prepare Staff Report for Council	2	2	09-Dec-26	10-Dec-26
EWS507	GMP - COV Council Review / Approval	12	12	11-Dec-26	29-Dec-26
EWS517	GMP - Skanska Execute GMP	3	3	30-Dec-26	04-Jan-27
EARLY WORK PROCUREMENT		177	139	25-Nov-25 A	10-Aug-26
BP 32A Tree Planting		30	5	01-Dec-25 A	30-Jan-26
EW14830	Early Work - PP - Tree Planting - Deliver - Trees	30	5	01-Dec-25 A	30-Jan-26
BP 31B Retaining Walls		2	10	25-Nov-25 A	06-Feb-26
EW14800	Early Work - PP - Retaining Walls - Mobilization	2	10	25-Nov-25 A	06-Feb-26
BP 23A Geo Exchange		93	70	22-Dec-25 A	01-May-26
EWS367	Early Work - PP - Geo Exchange - Prepare / Execute Subcontract Agreement	5	15	22-Dec-25 A	13-Feb-26
EW14500	Early Work - PP - Geo Exchange - Prepare / Submit	15	15	16-Feb-26	06-Mar-26
EW14570	Early Work - PP - Geo Exchange - Review / Approve	20	20	09-Mar-26	03-Apr-26
EW14580	Early Work - PP - Geo Exchange - Fab / Deliver	20	20	06-Apr-26	01-May-26
BP 31C Aggregate Piers		64	64	11-May-26	10-Aug-26
EWS297	Early Work - PP - Ag Piers - Prepare / Execute Subcontract Agreement	5	5	11-May-26	15-May-26
EW14510	Early Work - PP - Ag Piers - Prepare / Submit Engineering	10	10	05-Jun-26	18-Jun-26
EW14590	Early Work - PP - Ag Piers - Design Team Review / Approve	10	10	19-Jun-26	02-Jul-26
EW14600	Early Work - PP - Ag Piers - Mobilization	1	1	10-Aug-26	10-Aug-26



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
BP 03A H&J Foundations		65	65	26-Mar-26	25-Jun-26
EWS927	H&J Foundations - Prepare / Execute Subcontract Agreement	10	10	26-Mar-26	08-Apr-26
EW16351	H&J Foundations - Prepare / Submit	15	15	09-Apr-26	29-Apr-26
EW16361	H&J Foundations - Review / Approve	20	20	30-Apr-26	28-May-26
EW16371	H&J Foundations - Fab / Deliver	20	20	29-May-26	25-Jun-26
MCCM ECCM PROCUREMENT		123	113	22-Dec-25 A	02-Jul-26
BP 23A MC/CM		123	113	22-Dec-25 A	02-Jul-26
EWS557	Prepare / Execute Subcontract Agreement	5	2	22-Dec-25 A	27-Jan-26
EW16210	Prepare / Submit Submittals	20	20	28-Jan-26	24-Feb-26
EW16220	Review / Approve	10	10	25-Feb-26	10-Mar-26
EW16230	Fab/Deliver	80	80	11-Mar-26	01-Jul-26
EW16240	Mobilization	1	1	02-Jul-26	02-Jul-26
BP 26A EC/CM		91	91	26-Jan-26	02-Jun-26
EW16250	Prepare / Submit Submittals	20	20	26-Jan-26	20-Feb-26
EW16260	Review / Approve	10	10	23-Feb-26	06-Mar-26
EW16270	Fab/Deliver	60	60	09-Mar-26	01-Jun-26
EW16280	Mobilization	1	1	02-Jun-26	02-Jun-26
PROCUREMENT		338	338	27-Feb-26	25-Jun-27
BP 05A PEMB		205	205	27-Feb-26	17-Dec-26
EWS567	Prepare / Execute Subcontract Agreement	5	5	27-Feb-26	05-Mar-26
EW15580	Prepare / Submit Submittals	20	20	06-Mar-26	02-Apr-26
EW15590	Review / Approve	10	10	03-Apr-26	16-Apr-26
EW15600	Fab/Deliver	170	170	17-Apr-26	17-Dec-26
BP 03A Foundations and Superstructure		56	56	10-Jul-26	28-Sep-26
EWS827	Prepare / Execute Subcontract Agreement	5	5	10-Jul-26	16-Jul-26
EW15540	Prepare / Submit Submittals	20	20	17-Jul-26	13-Aug-26
EW15550	Review / Approve	10	10	14-Aug-26	27-Aug-26
EW15560	Fab/Deliver	20	20	28-Aug-26	25-Sep-26
EW15530	Mobilization	1	1	28-Sep-26	28-Sep-26
BP 04A Masonry		78	78	05-Jan-27	22-Apr-27
EWS627	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15820	Prepare / Submit Submittals	25	25	12-Jan-27	15-Feb-27
EW15830	Review / Approve	10	10	16-Feb-27	01-Mar-27
EW15840	Fab/Deliver	35	35	02-Mar-27	19-Apr-27
EW15810	Mobilization	3	3	20-Apr-27	22-Apr-27
BP 05B Misc Metals		78	78	05-Jan-27	22-Apr-27
EWS637	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15860	Prepare / Submit Submittals	25	25	12-Jan-27	15-Feb-27
EW15870	Review / Approve	10	10	16-Feb-27	01-Mar-27
EW15880	Fab/Deliver	35	35	02-Mar-27	19-Apr-27
EW15850	Mobilization	3	3	20-Apr-27	22-Apr-27
BP 06A Casework and Finished Carpentry		93	93	05-Jan-27	13-May-27
EWS647	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15900	Prepare / Submit Submittals	30	30	12-Jan-27	22-Feb-27
EW15910	Review / Approve	10	10	23-Feb-27	08-Mar-27
EW15920	Fab/Deliver	45	45	09-Mar-27	10-May-27
EW15890	Mobilization	3	3	11-May-27	13-May-27

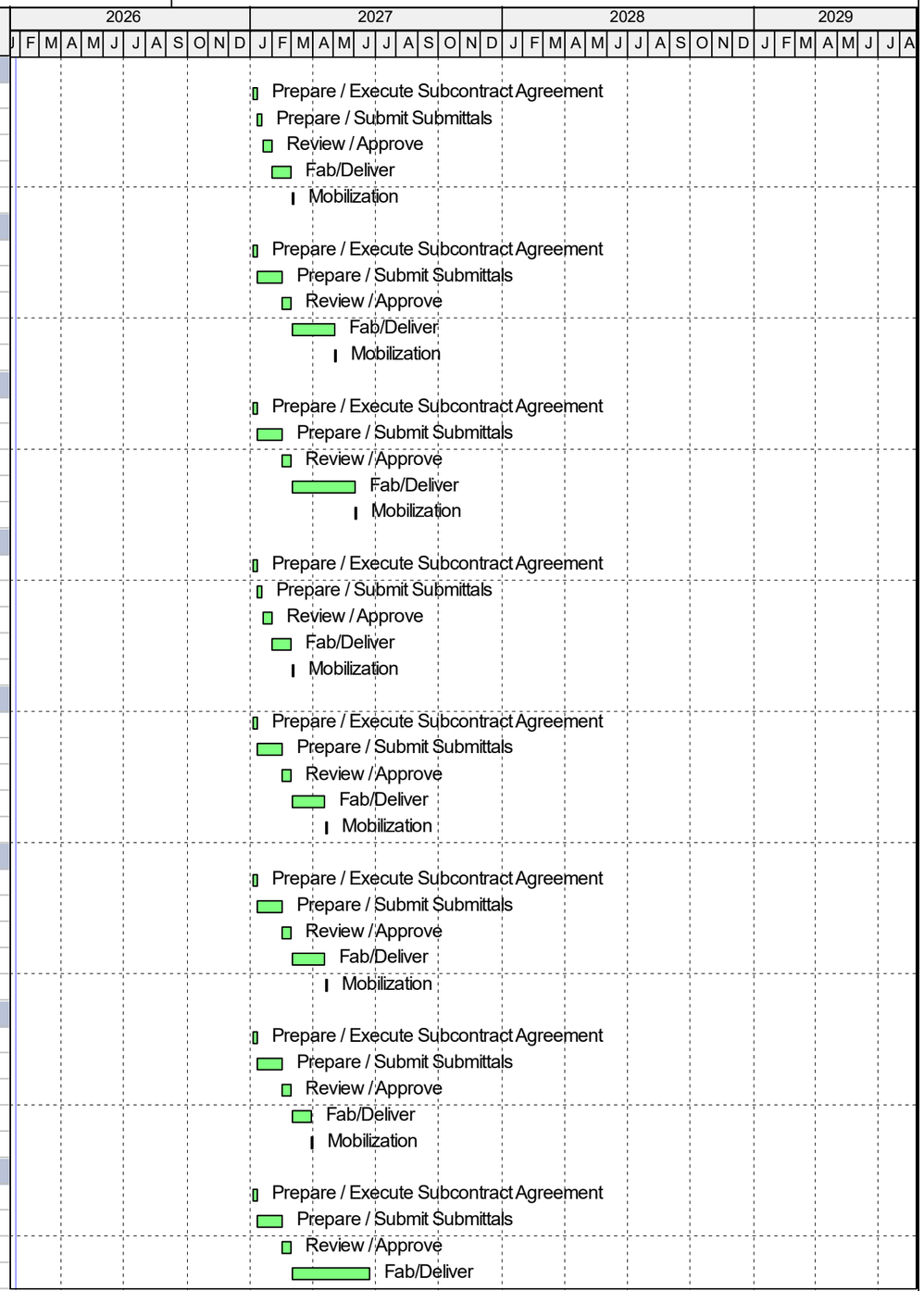


Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT - A Martin

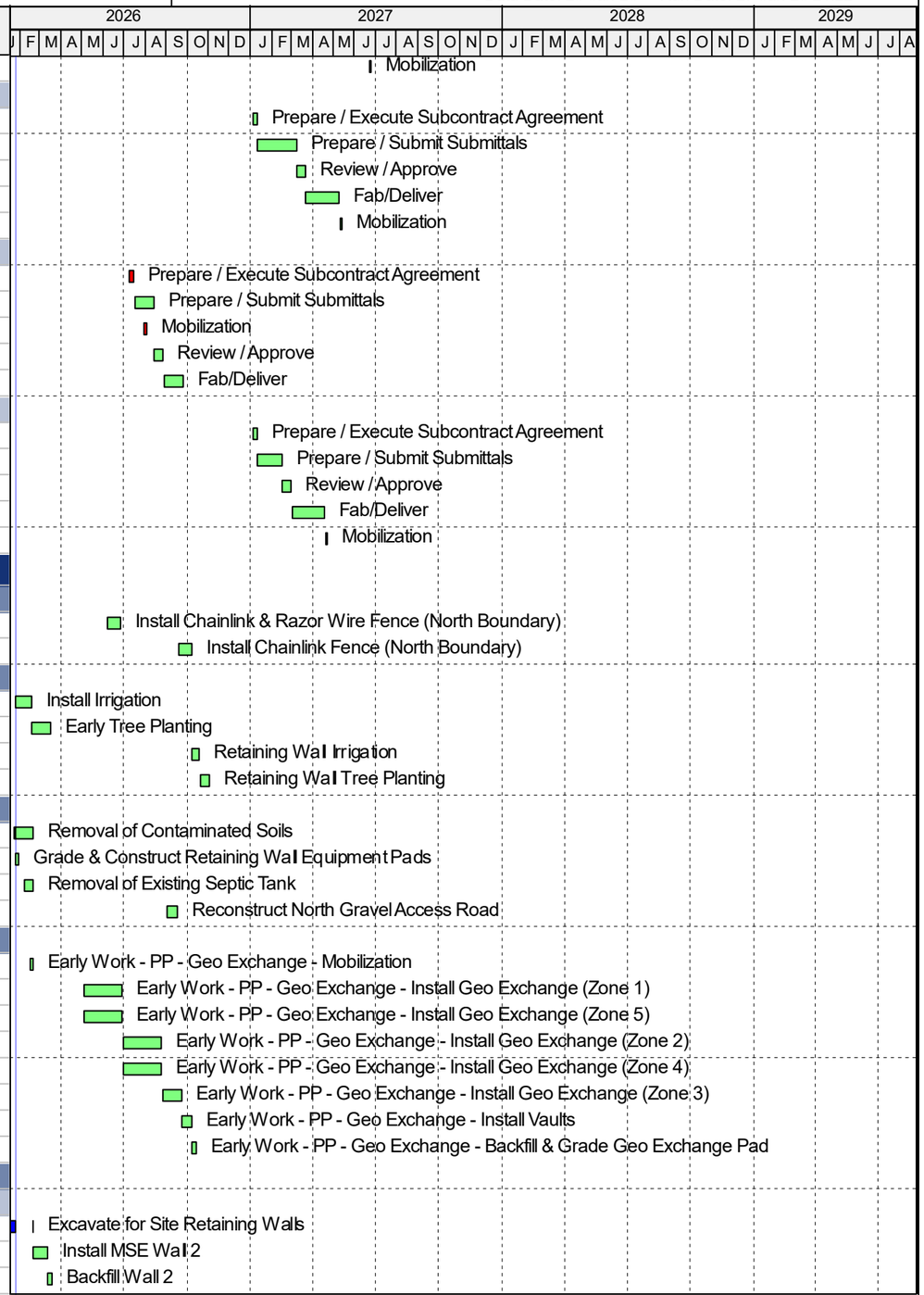
SKANSKA

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
BP 07A Waterproofing		43	43	05-Jan-27	04-Mar-27
EWS577	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15620	Prepare / Submit Submittals	5	5	12-Jan-27	18-Jan-27
EW15630	Review / Approve	10	10	19-Jan-27	01-Feb-27
EW15640	Fab/Deliver	20	20	02-Feb-27	01-Mar-27
EW15610	Mobilization	3	3	02-Mar-27	04-Mar-27
BP 07B Roofing and Accessories		88	88	05-Jan-27	06-May-27
EWS657	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15940	Prepare / Submit Submittals	25	25	12-Jan-27	15-Feb-27
EW15950	Review / Approve	10	10	16-Feb-27	01-Mar-27
EW15960	Fab/Deliver	45	45	02-Mar-27	03-May-27
EW15930	Mobilization	3	3	04-May-27	06-May-27
BP 08B Windows, Glazing and Openings		108	108	05-Jan-27	04-Jun-27
EWS667	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15980	Prepare / Submit Submittals	25	25	12-Jan-27	15-Feb-27
EW15990	Review / Approve	10	10	16-Feb-27	01-Mar-27
EW16000	Fab/Deliver	65	65	02-Mar-27	01-Jun-27
EW15970	Mobilization	3	3	02-Jun-27	04-Jun-27
BP 09A Framing and Drywall		43	43	05-Jan-27	04-Mar-27
EWS677	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW16020	Prepare / Submit Submittals	5	5	12-Jan-27	18-Jan-27
EW16030	Review / Approve	10	10	19-Jan-27	01-Feb-27
EW16040	Fab/Deliver	20	20	02-Feb-27	01-Mar-27
EW16010	Mobilization	3	3	02-Mar-27	04-Mar-27
BP 09B Resilient Flooring		78	78	05-Jan-27	22-Apr-27
EWS597	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15700	Prepare / Submit Submittals	25	25	12-Jan-27	15-Feb-27
EW15710	Review / Approve	10	10	16-Feb-27	01-Mar-27
EW15720	Fab/Deliver	35	35	02-Mar-27	19-Apr-27
EW15690	Mobilization	3	3	20-Apr-27	22-Apr-27
BP 09C Tile		78	78	05-Jan-27	22-Apr-27
EWS607	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15740	Prepare / Submit Submittals	25	25	12-Jan-27	15-Feb-27
EW15750	Review / Approve	10	10	16-Feb-27	01-Mar-27
EW15760	Fab/Deliver	35	35	02-Mar-27	19-Apr-27
EW15730	Mobilization	3	3	20-Apr-27	22-Apr-27
BP 09G Paing and Wall Coverings		63	63	05-Jan-27	01-Apr-27
EWS687	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW16060	Prepare / Submit Submittals	25	25	12-Jan-27	15-Feb-27
EW16070	Review / Approve	10	10	16-Feb-27	01-Mar-27
EW16080	Fab/Deliver	20	20	02-Mar-27	29-Mar-27
EW16050	Mobilization	3	3	30-Mar-27	01-Apr-27
BP 10A Misc Specialties and Elevators		123	123	05-Jan-27	25-Jun-27
EWS587	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15660	Prepare / Submit Submittals	25	25	12-Jan-27	15-Feb-27
EW15670	Review / Approve	10	10	16-Feb-27	01-Mar-27
EW15680	Fab/Deliver	80	80	02-Mar-27	22-Jun-27

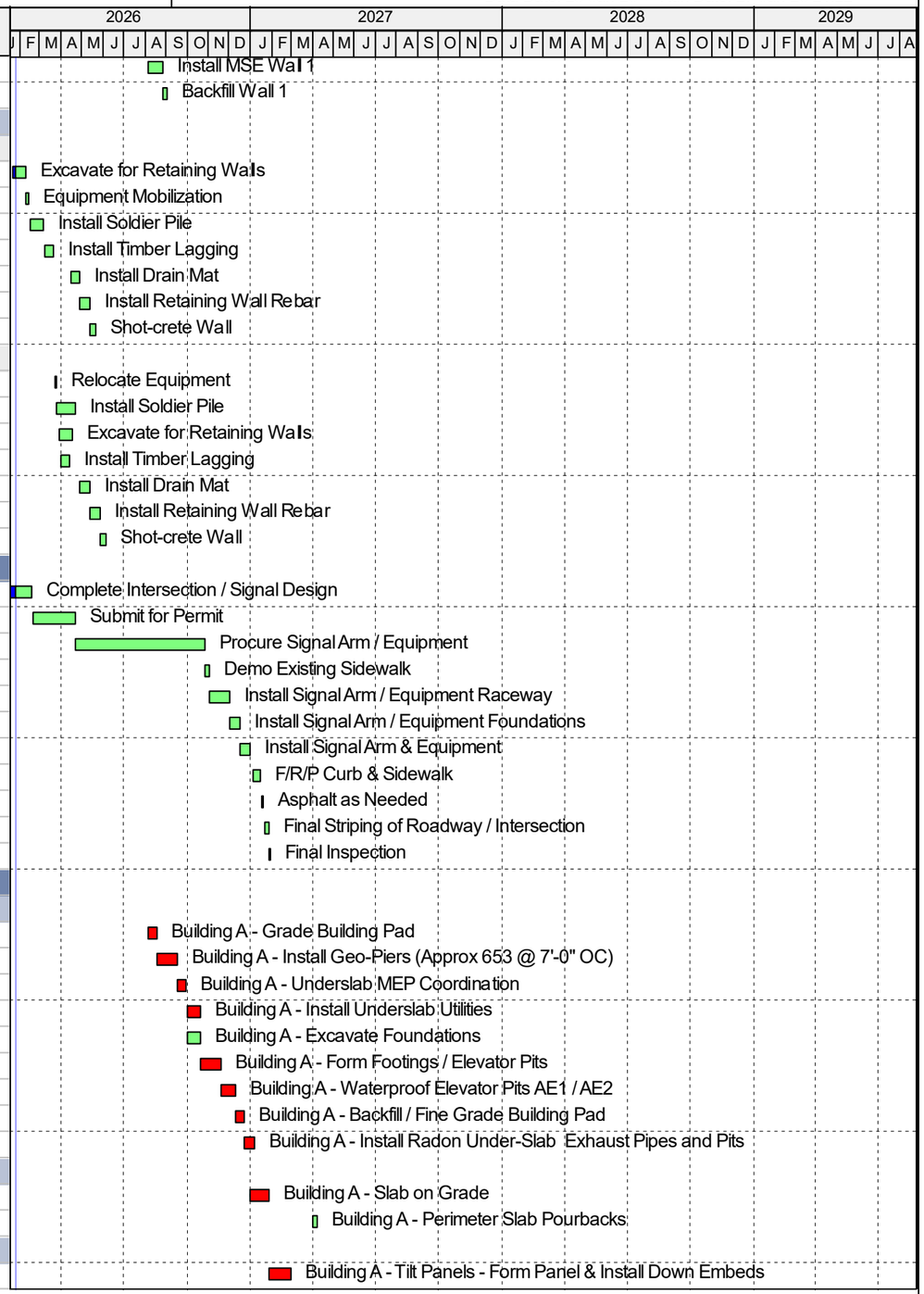


Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

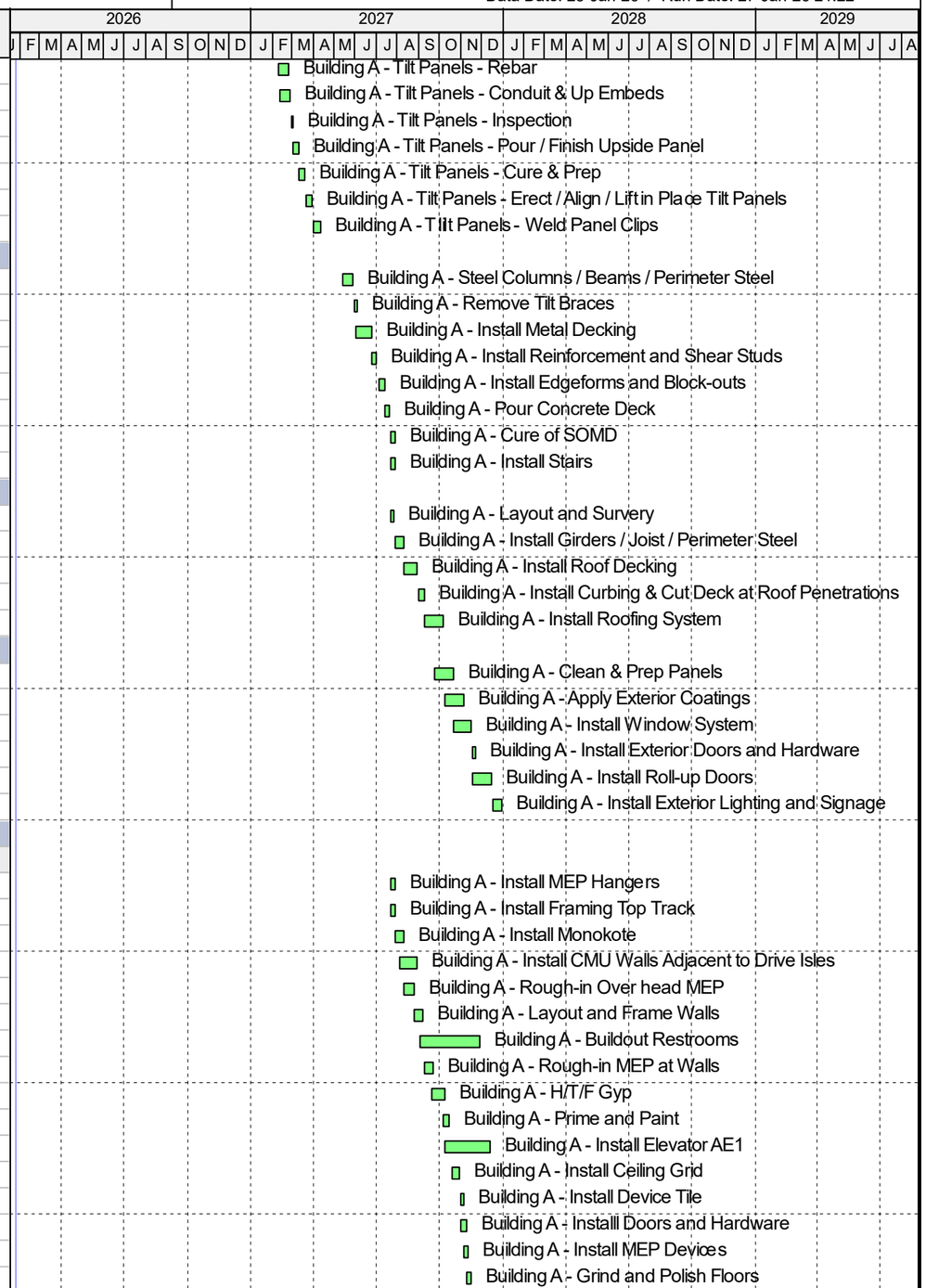
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EW15650	Mobilization	3	3	23-Jun-27	25-Jun-27
BP 21A Fire Protection		93	93	05-Jan-27	13-May-27
EWS617	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW15780	Prepare / Submit Submittals	40	40	12-Jan-27	08-Mar-27
EW15790	Review / Approve	10	10	09-Mar-27	22-Mar-27
EW15800	Fab/Deliver	35	35	23-Mar-27	10-May-27
EW15770	Mobilization	3	3	11-May-27	13-May-27
BP 31D Final Earthwork and Utilities		55	55	10-Jul-26	25-Sep-26
EWS527	Prepare / Execute Subcontract Agreement	5	5	10-Jul-26	16-Jul-26
EW15400	Prepare / Submit Submittals	20	20	17-Jul-26	13-Aug-26
EW15390	Mobilization	3	3	31-Jul-26	04-Aug-26
EW15410	Review / Approve	10	10	14-Aug-26	27-Aug-26
EW15440	Fab/Deliver	20	20	28-Aug-26	25-Sep-26
BP 32B Landscaping		78	78	05-Jan-27	22-Apr-27
EWS697	Prepare / Execute Subcontract Agreement	5	5	05-Jan-27	11-Jan-27
EW16100	Prepare / Submit Submittals	25	25	12-Jan-27	15-Feb-27
EW16110	Review / Approve	10	10	16-Feb-27	01-Mar-27
EW16120	Fab/Deliver	35	35	02-Mar-27	19-Apr-27
EW16090	Mobilization	3	3	20-Apr-27	22-Apr-27
EARLY WORK CONSTRUCTION		698	617	29-Sep-25 A	27-Jun-28
EARLY WORK FENCING		87	87	08-Jun-26	08-Oct-26
EW15090	Install Chainlink & Razor Wire Fence (North Boundary)	15	15	08-Jun-26	26-Jun-26
EW15040	Install Chainlink Fence (North Boundary)	15	15	18-Sep-26	08-Oct-26
EARLY IRRIGATION & PLANTING		198	198	26-Jan-26	02-Nov-26
EW15100	Install Irrigation	17	17	26-Jan-26	17-Feb-26
EW15110	Early Tree Planting	20	20	18-Feb-26	17-Mar-26
EW15120	Retaining Wall Irrigation	7	7	09-Oct-26	19-Oct-26
EW15130	Retaining Wall Tree Planting	10	10	20-Oct-26	02-Nov-26
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		167	166	23-Jan-26 A	17-Sep-26
EW1180	Removal of Contaminated Soils	20	19	23-Jan-26 A	19-Feb-26
EW15230	Grade & Construct Retaining Wall Equipment Pads	5	5	26-Jan-26	30-Jan-26
EW1200	Removal of Existing Septic Tank	10	10	06-Feb-26	19-Feb-26
EW15180	Reconstruct North Gravel Access Road	10	10	03-Sep-26	17-Sep-26
EARLY WORK GEO EXCHANGE		170	170	16-Feb-26	14-Oct-26
EW14750	Early Work - PP - Geo Exchange - Mobilization	5	5	16-Feb-26	20-Feb-26
EW14890	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 1)	40	40	04-May-26	29-Jun-26
EW14900	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 5)	40	40	04-May-26	29-Jun-26
EW14910	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 2)	40	40	30-Jun-26	25-Aug-26
EW14920	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 4)	40	40	30-Jun-26	25-Aug-26
EW14930	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 3)	20	20	26-Aug-26	23-Sep-26
EW14950	Early Work - PP - Geo Exchange - Install Vaults	10	10	24-Sep-26	07-Oct-26
EW14960	Early Work - PP - Geo Exchange - Backfill & Grade Geo Exchange Pad	5	5	08-Oct-26	14-Oct-26
SITE RETAINING WALLS		160	156	29-Dec-25 A	02-Sep-26
MSE RETAINING WALL (WALL #01)		151	137	29-Dec-25 A	02-Sep-26
A2430	Excavate for Site Retaining Walls	15	0	29-Dec-25 A	20-Feb-26
A2850	Install MSE Wall 2	15	15	20-Feb-26	12-Mar-26
A14000	Backfill Wall 2	5	5	13-Mar-26	19-Mar-26



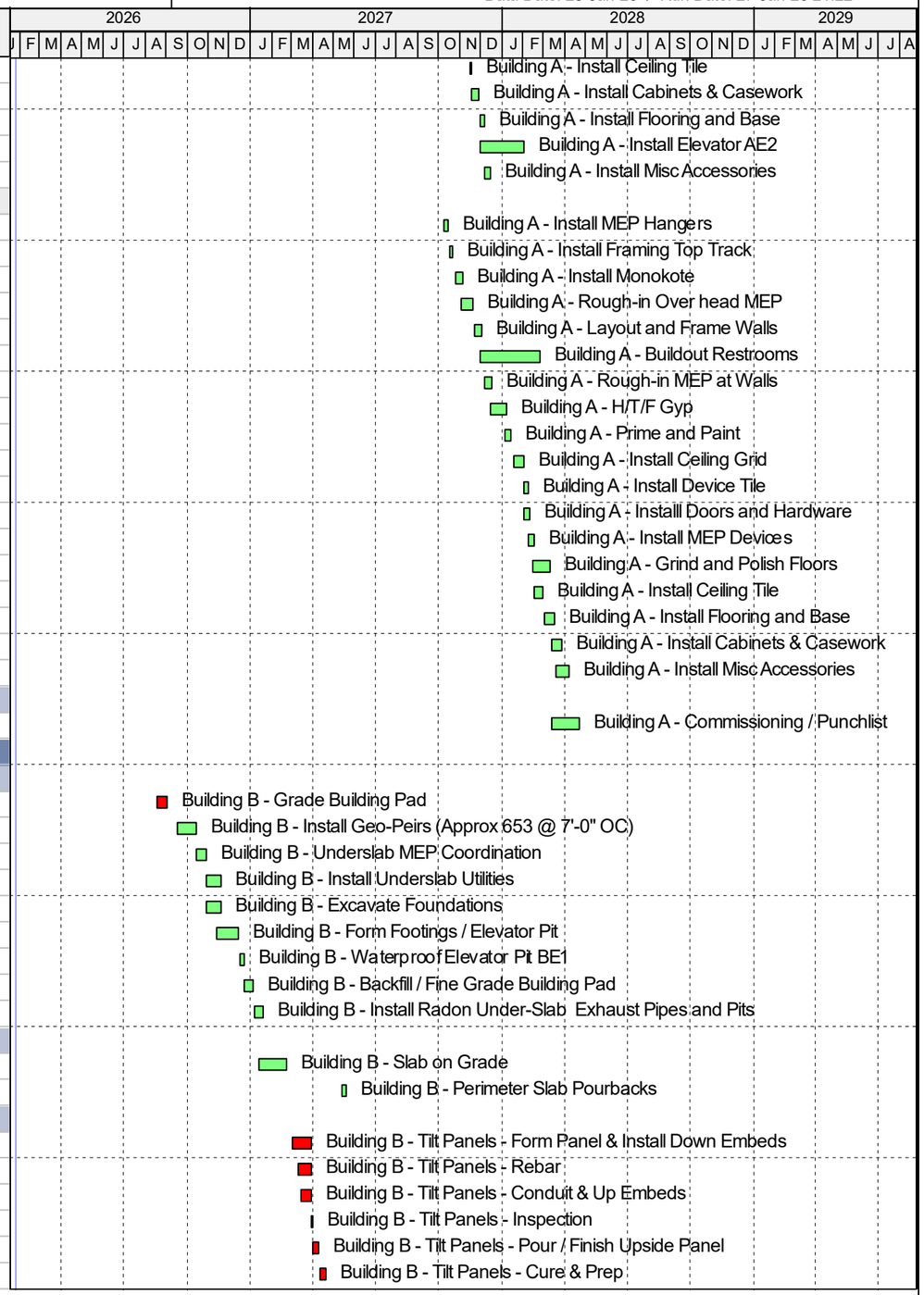
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
A14010	Install MSE Wall 1	15	15	06-Aug-26	26-Aug-26
A14020	Backfill Wall 1	5	5	27-Aug-26	02-Sep-26
SOLDIER PILE RETAINING WALL (WALL #2)		98	94	20-Jan-26 A	05-Jun-26
RETAINING WALL UPPER		88	84	20-Jan-26 A	21-May-26
A2880	Excavate for Retaining Walls	15	11	20-Jan-26 A	09-Feb-26
A14030	Equipment Mobilization	5	5	09-Feb-26	13-Feb-26
A2900	Install Soldier Pile	15	15	16-Feb-26	06-Mar-26
A2910	Install Timber Lagging	10	10	09-Mar-26	20-Mar-26
A2940	Install Drain Mat	10	10	15-Apr-26	28-Apr-26
A2920	Install Retaining Wall Rebar	10	10	29-Apr-26	12-May-26
A2930	Shot-crete Wall	7	7	13-May-26	21-May-26
RETAINING WALL LOWER		54	54	23-Mar-26	05-Jun-26
A14100	Relocate Equipment	3	3	23-Mar-26	25-Mar-26
A14070	Install Soldier Pile	20	20	26-Mar-26	22-Apr-26
A14040	Excavate for Retaining Walls	15	15	30-Mar-26	17-Apr-26
A14080	Install Timber Lagging	10	10	01-Apr-26	14-Apr-26
A14060	Install Drain Mat	10	10	29-Apr-26	12-May-26
A14050	Install Retaining Wall Rebar	10	10	13-May-26	27-May-26
A14090	Shot-crete Wall	7	7	28-May-26	05-Jun-26
NEW INTERSECTION / TRAFFIC SIGNAL		339	258	29-Sep-25 A	29-Jan-27
A14570	Complete Intersection / Signal Design	42	18	29-Sep-25 A	18-Feb-26
A14590	Submit for Permit	45	45	19-Feb-26	22-Apr-26
A14580	Procure Signal Arm / Equipment	130	130	23-Apr-26	26-Oct-26
A14600	Demo Existing Sidewalk	5	5	27-Oct-26	02-Nov-26
A14610	Install Signal Arm / Equipment Raceway	20	20	03-Nov-26	02-Dec-26
A14620	Install Signal Arm / Equipment Foundations	10	10	03-Dec-26	16-Dec-26
A14630	Install Signal Arm & Equipment	10	10	17-Dec-26	31-Dec-26
A14640	F/R/P Curb & Sidewalk	10	10	04-Jan-27	15-Jan-27
A14650	Asphalt as Needed	3	3	18-Jan-27	20-Jan-27
A14660	Final Striping of Roadway / Intersection	5	5	21-Jan-27	27-Jan-27
A14670	Final Inspection	2	2	28-Jan-27	29-Jan-27
BUILDING A		436	436	05-Aug-26	21-Apr-28
BUILDING A - FOOTINGS		107	107	05-Aug-26	07-Jan-27
A1650	Building A - Grade Building Pad	10	10	05-Aug-26	18-Aug-26
A1660	Building A - Install Geo-Piers (Approx 653 @ 7'-0" OC)	20	20	19-Aug-26	16-Sep-26
A1690	Building A - Underslab MEP Coordination	10	10	17-Sep-26	30-Sep-26
A1670	Building A - Install Underslab Utilities	15	15	01-Oct-26	21-Oct-26
A13990	Building A - Excavate Foundations	15	15	01-Oct-26	21-Oct-26
A1010	Building A - Form Footings / Elevator Pits	22	22	20-Oct-26	18-Nov-26
A1700	Building A - Waterproof Elevator Pits AE1 / AE2	14	14	19-Nov-26	10-Dec-26
A1680	Building A - Backfill / Fine Grade Building Pad	8	8	11-Dec-26	22-Dec-26
A1461	Building A - Install Radon Under-Slab Exhaust Pipes and Pits	10	10	23-Dec-26	07-Jan-27
BUILDING A - SLAB-ON-GRADE (SOG)		69	69	31-Dec-26	07-Apr-27
A1020	Building A - Slab on Grade	20	20	31-Dec-26	28-Jan-27
A1030	Building A - Perimeter Slab Pourbacks	5	5	01-Apr-27	07-Apr-27
BUILDING A - TILT PANELS		52	52	29-Jan-27	12-Apr-27
A13920	Building A - Tilt Panels - Form Panel & Install Down Embeds	22	22	29-Jan-27	01-Mar-27



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
A13930	Building A - Tilt Panels - Rebar	12	12	10-Feb-27	25-Feb-27
A13940	Building A - Tilt Panels - Conduit & Up Embeds	12	12	11-Feb-27	26-Feb-27
A13950	Building A - Tilt Panels - Inspection	2	2	01-Mar-27	02-Mar-27
A13960	Building A - Tilt Panels - Pour / Finish Upside Panel	6	6	03-Mar-27	10-Mar-27
A13970	Building A - Tilt Panels - Cure & Prep	7	7	11-Mar-27	19-Mar-27
A13980	Building A - Tilt Panels - Erect / Align / Lift in Place Tilt Panels	8	8	22-Mar-27	31-Mar-27
A14110	Building A - Tilt Panels - Weld Panel Clips	8	8	01-Apr-27	12-Apr-27
BUILDING A - ELEVATED DECKS		52	52	14-May-27	28-Jul-27
A1730	Building A - Steel Columns / Beams / Perimeter Steel	10	10	14-May-27	28-May-27
A1800	Building A - Remove Tilt Braces	5	5	31-May-27	04-Jun-27
A1740	Building A - Install Metal Decking	17	17	02-Jun-27	24-Jun-27
A1760	Building A - Install Reinforcement and Shear Studs	5	5	25-Jun-27	01-Jul-27
A1750	Building A - Install Edgeforms and Block-outs	7	7	05-Jul-27	13-Jul-27
A1770	Building A - Pour Concrete Deck	6	6	14-Jul-27	21-Jul-27
A1780	Building A - Cure of SOMD	5	5	22-Jul-27	28-Jul-27
A1790	Building A - Install Stairs	5	5	22-Jul-27	28-Jul-27
BUILDING A - ROOF STRUCTURE		55	55	22-Jul-27	07-Oct-27
A1180	Building A - Layout and Survery	3	3	22-Jul-27	26-Jul-27
A1190	Building A - Install Girders / Joist / Perimeter Steel	10	10	29-Jul-27	11-Aug-27
A1200	Building A - Install Roof Decking	15	15	10-Aug-27	30-Aug-27
A1210	Building A - Install Curbing & Cut Deck at Roof Penetrations	7	7	31-Aug-27	09-Sep-27
A1220	Building A - Install Roofing System	20	20	10-Sep-27	07-Oct-27
BUILDING A - EXTERIOR SYSTEM		66	66	24-Sep-27	29-Dec-27
A1230	Building A - Clean & Prep Panels	20	20	24-Sep-27	21-Oct-27
A1240	Building A - Apply Exterior Coatings	20	20	08-Oct-27	04-Nov-27
A1250	Building A - Install Window System	18	18	22-Oct-27	16-Nov-27
A1260	Building A - Install Exterior Doors and Hardware	4	4	17-Nov-27	22-Nov-27
A1270	Building A - Install Roll-up Doors	20	20	17-Nov-27	16-Dec-27
A1280	Building A - Install Exterior Lighting and Signage	8	8	17-Dec-27	29-Dec-27
BUILDING A - INTERIORS BUILDOUT		182	182	22-Jul-27	07-Apr-28
BUILDING A - 1ST FLOOR BUILDOUT		135	135	22-Jul-27	02-Feb-28
A1290	Building A - Install MEP Hangers	6	6	22-Jul-27	29-Jul-27
A1310	Building A - Install Framing Top Track	5	5	22-Jul-27	28-Jul-27
A1300	Building A - Install Monokote	10	10	29-Jul-27	11-Aug-27
A1320	Building A - Install CMU Walls Adjacent to Drive Isles	18	18	05-Aug-27	30-Aug-27
A1330	Building A - Rough-in Over head MEP	12	12	10-Aug-27	25-Aug-27
A1340	Building A - Layout and Frame Walls	8	8	26-Aug-27	07-Sep-27
A1460	Building A - Buildout Restrooms	60	60	02-Sep-27	29-Nov-27
A1350	Building A - Rough-in MEP at Walls	8	8	10-Sep-27	21-Sep-27
A1360	Building A - H/T/F Gyp	15	15	20-Sep-27	08-Oct-27
A1380	Building A - Prime and Paint	8	8	06-Oct-27	15-Oct-27
A1370	Building A - Install Elevator AE1	45	45	08-Oct-27	13-Dec-27
A1390	Building A - Install Ceiling Grid	8	8	20-Oct-27	29-Oct-27
A1400	Building A - Install Device Tile	4	4	01-Nov-27	04-Nov-27
A1450	Building A - Installl Doors and Hardware	7	7	01-Nov-27	09-Nov-27
A1410	Building A - Install MEP Devices	6	6	05-Nov-27	12-Nov-27
A1500	Building A - Grind and Polish Floors	5	5	10-Nov-27	16-Nov-27



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
A1430	Building A - Install Ceiling Tile	4	4	15-Nov-27	18-Nov-27
A1470	Building A - Install Cabinets & Casework	5	5	19-Nov-27	29-Nov-27
A1440	Building A - Install Flooring and Base	5	5	30-Nov-27	06-Dec-27
A1490	Building A - Install Elevator AE2	45	45	30-Nov-27	02-Feb-28
A1475	Building A - Install Misc Accessories	7	7	07-Dec-27	15-Dec-27
BUILDING A - 2ND FLOOR BUILDOUT		127	127	08-Oct-27	07-Apr-28
A1480	Building A - Install MEP Hangers	6	6	08-Oct-27	15-Oct-27
A14680	Building A - Install Framing Top Track	5	5	18-Oct-27	22-Oct-27
A14690	Building A - Install Monokote	10	10	25-Oct-27	05-Nov-27
A14710	Building A - Rough-in Over head MEP	12	12	04-Nov-27	19-Nov-27
A14720	Building A - Layout and Frame Walls	7	7	22-Nov-27	02-Dec-27
A14730	Building A - Buildout Restrooms	60	60	01-Dec-27	24-Feb-28
A14740	Building A - Rough-in MEP at Walls	8	8	08-Dec-27	17-Dec-27
A14750	Building A - H/T/F Gyp	15	15	16-Dec-27	07-Jan-28
A14770	Building A - Prime and Paint	7	7	05-Jan-28	13-Jan-28
A14780	Building A - Install Ceiling Grid	10	10	19-Jan-28	01-Feb-28
A14790	Building A - Install Device Tile	5	5	02-Feb-28	08-Feb-28
A14800	Building A - Installl Doors and Hardware	8	8	02-Feb-28	11-Feb-28
A14810	Building A - Install MEP Devices	6	6	09-Feb-28	16-Feb-28
A14940	Building A - Grind and Polish Floors	20	20	14-Feb-28	10-Mar-28
A14820	Building A - Install Ceiling Tile	10	10	17-Feb-28	01-Mar-28
A14830	Building A - Install Flooring and Base	12	12	02-Mar-28	17-Mar-28
A14840	Building A - Install Cabinets & Casework	12	12	13-Mar-28	28-Mar-28
A14850	Building A - Install Misc Accessories	15	15	20-Mar-28	07-Apr-28
BUILDING A - COMMISSIONING / PUNCHLIST		30	30	13-Mar-28	21-Apr-28
A1170	Building A - Commissioning / Punchlist	30	30	13-Mar-28	21-Apr-28
BUILDING B		432	432	19-Aug-26	01-May-28
BUILDING B - FOOTINGS		105	105	19-Aug-26	19-Jan-27
B13990	Building B - Grade Building Pad	10	10	19-Aug-26	01-Sep-26
B14000	Building B - Install Geo-Peirs (Approx 653 @ 7'-0" OC)	20	20	17-Sep-26	14-Oct-26
B14050	Building B - Underslab MEP Coordination	10	10	15-Oct-26	28-Oct-26
B14010	Building B - Install Underslab Utilities	15	15	29-Oct-26	18-Nov-26
B14080	Building B - Excavate Foundations	15	15	29-Oct-26	18-Nov-26
B14020	Building B - Form Footings / Elevator Pit	22	22	12-Nov-26	15-Dec-26
B14040	Building B - Waterproof Elevator Pit BE1	5	5	16-Dec-26	22-Dec-26
B14030	Building B - Backfill / Fine Grade Building Pad	8	8	23-Dec-26	05-Jan-27
B15041	Building B - Install Radon Under-Slab Exhaust Pipes and Pits	10	10	06-Jan-27	19-Jan-27
BUILDING B - SLAB-ON-GRADE (SOG)		91	91	13-Jan-27	19-May-27
B1190	Building B - Slab on Grade	30	30	13-Jan-27	23-Feb-27
B14190	Building B - Perimeter Slab Pourbacks	5	5	13-May-27	19-May-27
BUILDING B - TILTS PANELS		52	52	02-Mar-27	12-May-27
B14130	Building B - Tilt Panels - Form Panel & Install Down Embeds	22	22	02-Mar-27	31-Mar-27
B14140	Building B - Tilt Panels - Rebar	12	12	12-Mar-27	29-Mar-27
B13970	Building B - Tilt Panels - Conduit & Up Embeds	12	12	15-Mar-27	30-Mar-27
B13980	Building B - Tilt Panels - Inspection	2	2	31-Mar-27	01-Apr-27
B13991	Building B - Tilt Panels - Pour / Finish Upside Panel	6	6	02-Apr-27	09-Apr-27
B14150	Building B - Tilt Panels - Cure & Prep	7	7	12-Apr-27	20-Apr-27

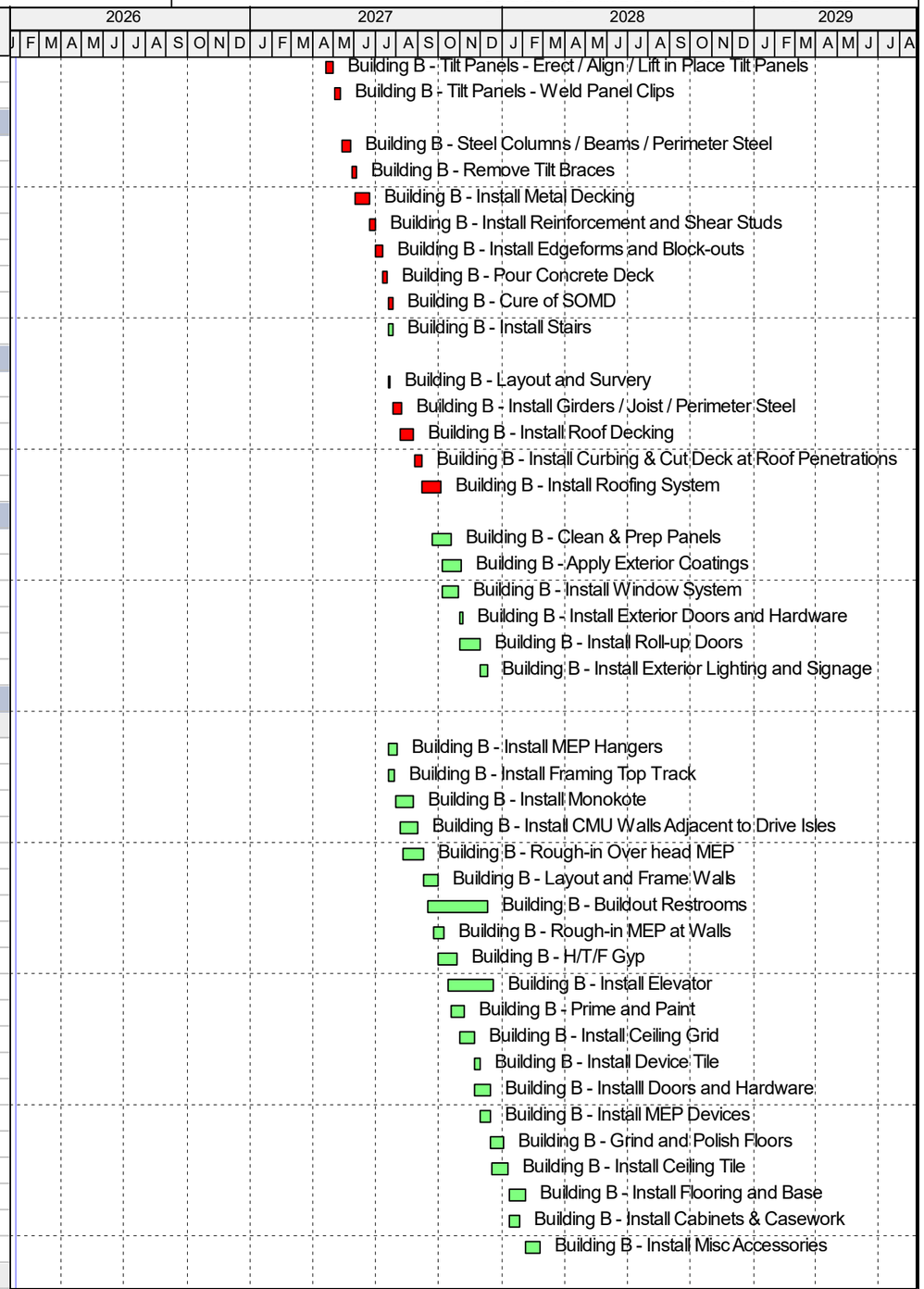


Remaining Level of Effort | Actual Work | Critical Remaining Work
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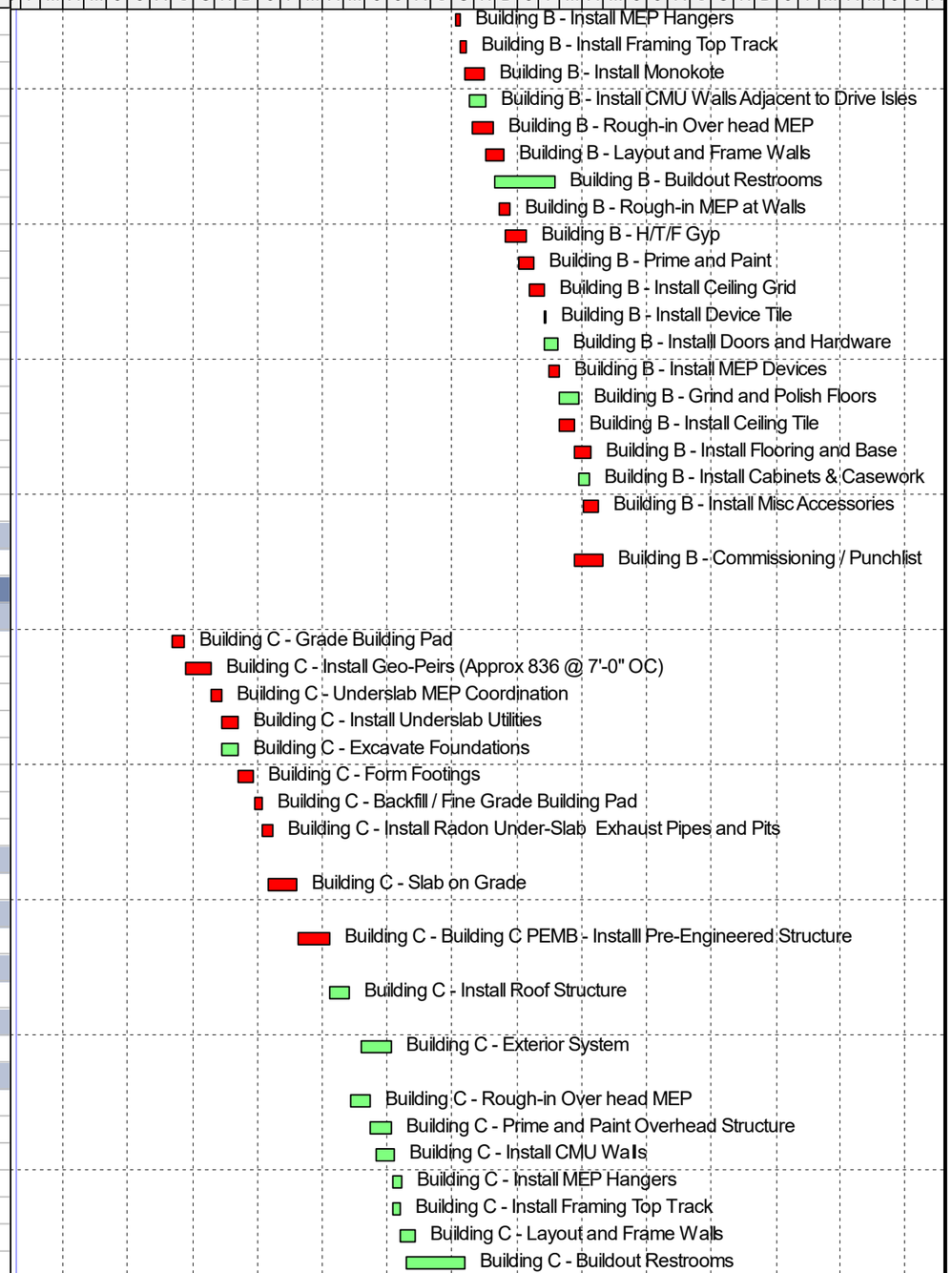
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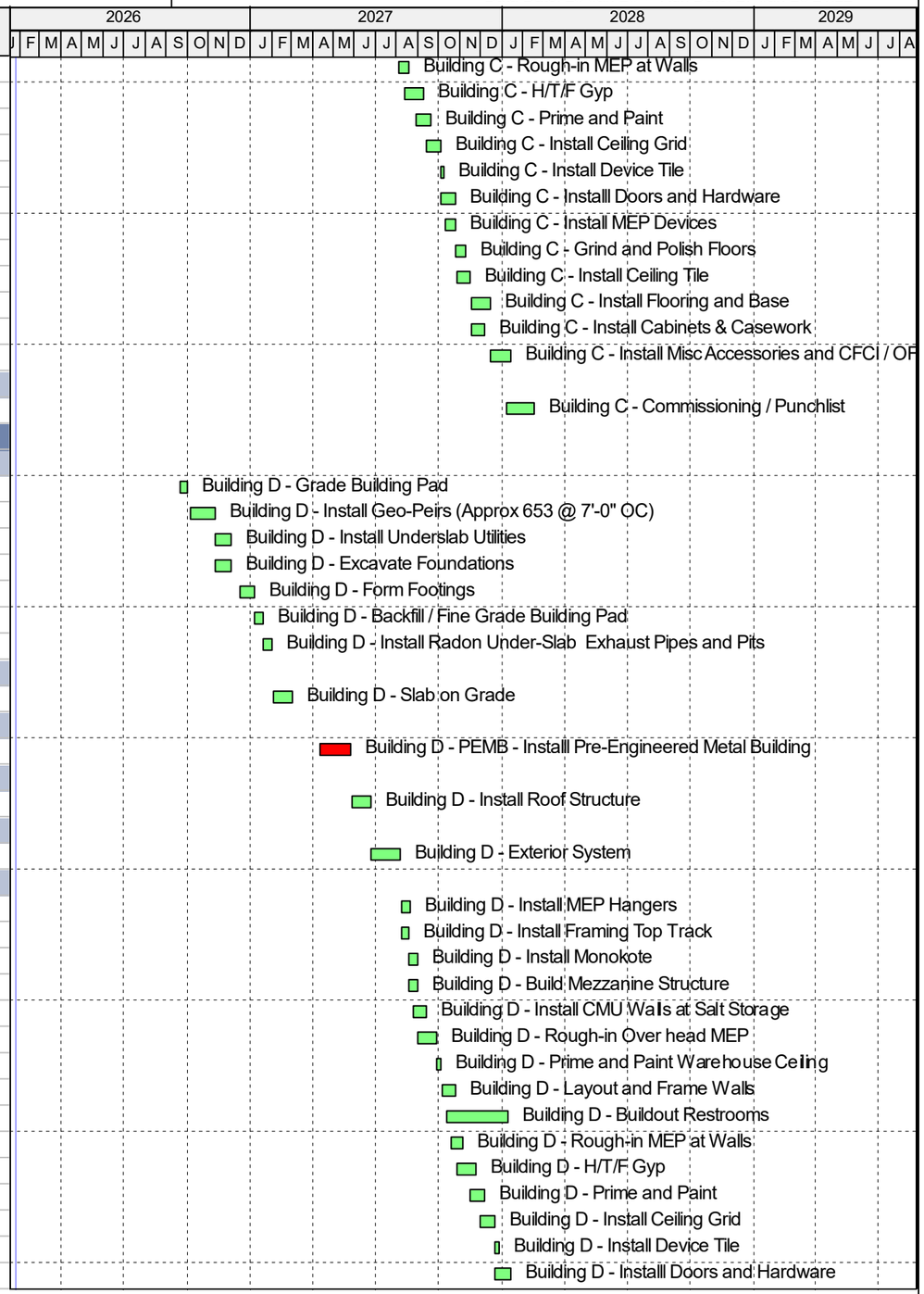
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
B14160	Building B - Tilt Panels - Erect / Align / Lift in Place Tilt Panels	8	8	21-Apr-27	30-Apr-27
B14170	Building B - Tilt Panels - Weld Panel Clips	8	8	03-May-27	12-May-27
BUILDING B - ELEVATED DECKS		51	51	13-May-27	26-Jul-27
B14200	Building B - Steel Columns / Beams / Perimeter Steel	10	10	13-May-27	27-May-27
B14210	Building B - Remove Tilt Braces	5	5	28-May-27	03-Jun-27
B14220	Building B - Install Metal Decking	17	17	01-Jun-27	23-Jun-27
B14230	Building B - Install Reinforcement and Shear Studs	5	5	24-Jun-27	30-Jun-27
B14240	Building B - Install Edgeforms and Block-outs	7	7	01-Jul-27	12-Jul-27
B14250	Building B - Pour Concrete Deck	5	5	13-Jul-27	19-Jul-27
B14260	Building B - Cure of SOMD	5	5	20-Jul-27	26-Jul-27
B14270	Building B - Install Stairs	5	5	20-Jul-27	26-Jul-27
BUILDING B - ROOF STRUCTURE		55	55	20-Jul-27	05-Oct-27
B14280	Building B - Layout and Survery	3	3	20-Jul-27	22-Jul-27
B14290	Building B - Install Girders / Joist / Perimeter Steel	10	10	27-Jul-27	09-Aug-27
B14300	Building B - Install Roof Decking	15	15	06-Aug-27	26-Aug-27
B14310	Building B - Install Curbing & Cut Deck at Roof Penetrations	7	7	27-Aug-27	07-Sep-27
B14320	Building B - Install Roofing System	20	20	08-Sep-27	05-Oct-27
BUILDING B - EXTERIOR SYSTEM		56	56	22-Sep-27	10-Dec-27
B14330	Building B - Clean & Prep Panels	20	20	22-Sep-27	19-Oct-27
B14340	Building B - Apply Exterior Coatings	20	20	06-Oct-27	02-Nov-27
B14350	Building B - Install Window System	18	18	06-Oct-27	29-Oct-27
B14360	Building B - Install Exterior Doors and Hardware	4	4	01-Nov-27	04-Nov-27
B14370	Building B - Install Roll-up Doors	20	20	01-Nov-27	30-Nov-27
B14380	Building B - Install Exterior Lighting and Signage	8	8	01-Dec-27	10-Dec-27
BUILDING B - INTERIORS BUILDOUT		195	195	20-Jul-27	24-Apr-28
BUILDING B - 1ST FLOOR BUILDOUT		153	153	20-Jul-27	24-Feb-28
B14390	Building B - Install MEP Hangers	10	10	20-Jul-27	02-Aug-27
B14400	Building B - Install Framing Top Track	8	8	20-Jul-27	29-Jul-27
B14410	Building B - Install Monokote	20	20	30-Jul-27	26-Aug-27
B14420	Building B - Install CMU Walls Adjacent to Drive Isles	18	18	06-Aug-27	31-Aug-27
B14430	Building B - Rough-in Over head MEP	20	20	11-Aug-27	08-Sep-27
B14440	Building B - Layout and Frame Walls	15	15	09-Sep-27	29-Sep-27
B14460	Building B - Buildout Restrooms	60	60	16-Sep-27	10-Dec-27
B14450	Building B - Rough-in MEP at Walls	12	12	23-Sep-27	08-Oct-27
B14470	Building B - H/T/F Gyp	20	20	01-Oct-27	28-Oct-27
B14480	Building B - Install Elevator	45	45	15-Oct-27	20-Dec-27
B14490	Building B - Prime and Paint	15	15	19-Oct-27	08-Nov-27
B14500	Building B - Install Ceiling Grid	15	15	02-Nov-27	22-Nov-27
B14510	Building B - Install Device Tile	4	4	23-Nov-27	30-Nov-27
B14520	Building B - Installl Doors and Hardware	15	15	23-Nov-27	15-Dec-27
B14530	Building B - Install MEP Devices	12	12	01-Dec-27	16-Dec-27
B14700	Building B - Grind and Polish Floors	12	12	16-Dec-27	04-Jan-28
B14540	Building B - Install Ceiling Tile	15	15	17-Dec-27	10-Jan-28
B14550	Building B - Install Flooring and Base	18	18	11-Jan-28	03-Feb-28
B14560	Building B - Install Cabinets & Casework	12	12	11-Jan-28	26-Jan-28
B14565	Building B - Install Misc Accessories	15	15	04-Feb-28	24-Feb-28
BUILDING B - 2ND FLOOR BUILDOUT		140	140	06-Oct-27	24-Apr-28



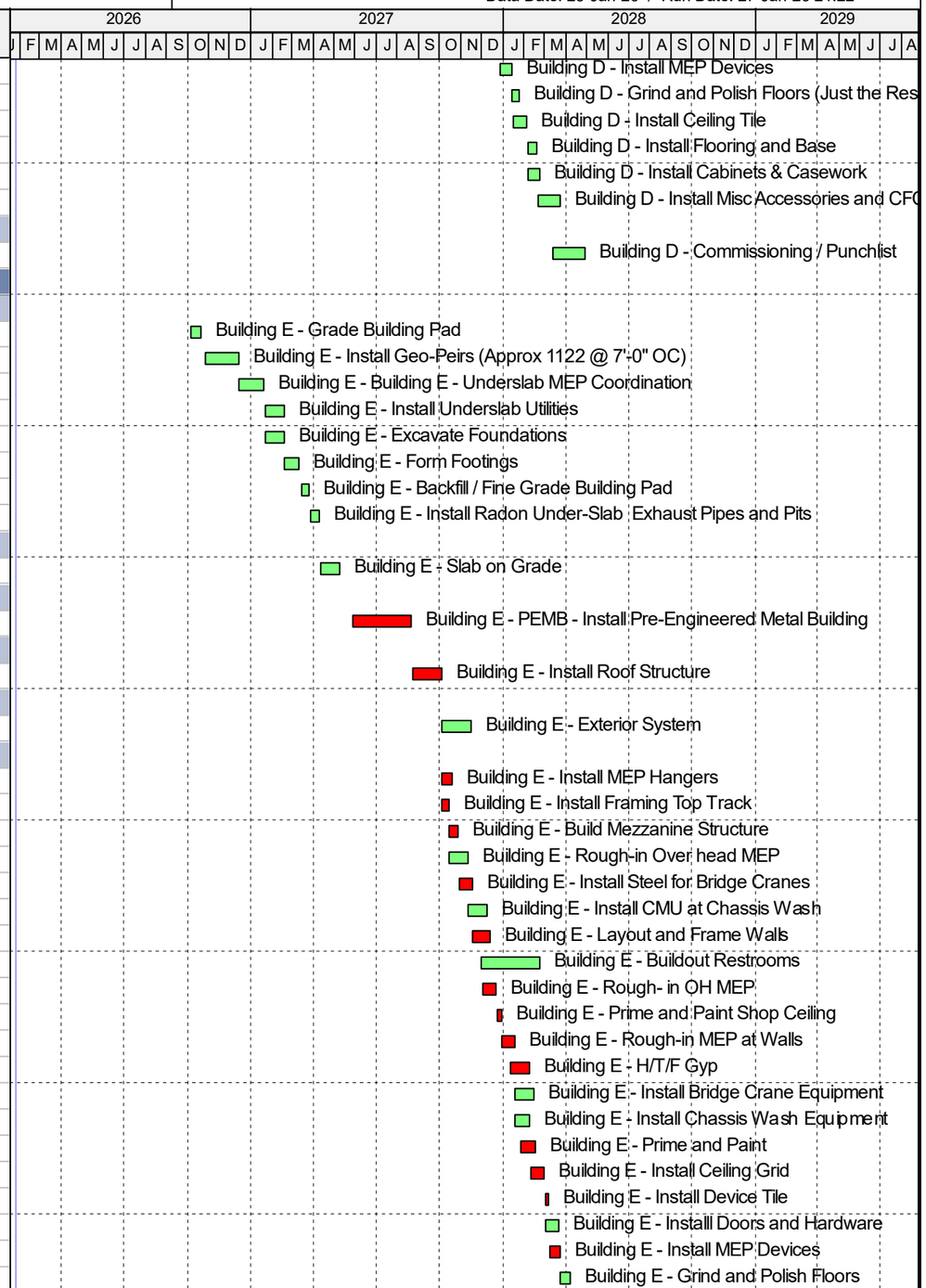
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
B14575	Building B - Install MEP Hangers	5	5	06-Oct-27	12-Oct-27
B14860	Building B - Install Framing Top Track	8	8	13-Oct-27	22-Oct-27
B14870	Building B - Install Monokote	20	20	19-Oct-27	15-Nov-27
B14880	Building B - Install CMU Walls Adjacent to Drive Isles	18	18	26-Oct-27	18-Nov-27
B14890	Building B - Rough-in Over head MEP	20	20	29-Oct-27	29-Nov-27
B14900	Building B - Layout and Frame Walls	15	15	19-Nov-27	13-Dec-27
B14910	Building B - Buildout Restrooms	60	60	30-Nov-27	23-Feb-28
B14920	Building B - Rough-in MEP at Walls	12	12	07-Dec-27	22-Dec-27
B14930	Building B - H/T/F Gyp	20	20	15-Dec-27	13-Jan-28
B14950	Building B - Prime and Paint	15	15	04-Jan-28	24-Jan-28
B14960	Building B - Install Ceiling Grid	15	15	18-Jan-28	07-Feb-28
B14970	Building B - Install Device Tile	4	4	08-Feb-28	11-Feb-28
B14980	Building B - Installl Doors and Hardware	15	15	08-Feb-28	28-Feb-28
B14990	Building B - Install MEP Devices	12	12	14-Feb-28	29-Feb-28
B15040	Building B - Grind and Polish Floors	20	20	29-Feb-28	27-Mar-28
B15000	Building B - Install Ceiling Tile	15	15	01-Mar-28	21-Mar-28
B15010	Building B - Install Flooring and Base	18	18	22-Mar-28	14-Apr-28
B15020	Building B - Install Cabinets & Casework	12	12	28-Mar-28	12-Apr-28
B15030	Building B - Install Misc Accessories	15	15	04-Apr-28	24-Apr-28
BUILDING B - COMMISSIONING & PUNCHLIST		30	30	21-Mar-28	01-May-28
B1240	Building B - Commissioning / Punchlist	30	30	21-Mar-28	01-May-28
BUILDING C		370	370	02-Sep-26	17-Feb-28
FOOTINGS		97	97	02-Sep-26	21-Jan-27
C14080	Building C - Grade Building Pad	12	12	02-Sep-26	18-Sep-26
C14090	Building C - Install Geo-Peirs (Approx 836 @ 7'-0" OC)	27	27	21-Sep-26	27-Oct-26
C14140	Building C - Underslab MEP Coordination	10	10	28-Oct-26	10-Nov-26
C14100	Building C - Install Underslab Utilities	15	15	11-Nov-26	03-Dec-26
C14095	Building C - Excavate Foundations	15	15	11-Nov-26	03-Dec-26
C14110	Building C - Form Footings	15	15	04-Dec-26	24-Dec-26
C14120	Building C - Backfill / Fine Grade Building Pad	8	8	28-Dec-26	07-Jan-27
C15042	Building C - Install Radon Under-Slab Exhaust Pipes and Pits	10	10	08-Jan-27	21-Jan-27
SLAB-ON-GRADE (SOG)		30	30	15-Jan-27	25-Feb-27
C1260	Building C - Slab on Grade	30	30	15-Jan-27	25-Feb-27
PRE-ENGINEERED STRUCTURE		32	32	26-Feb-27	12-Apr-27
C14130	Building C - Building C PEMB - Installl Pre-Engineered Structure	32	32	26-Feb-27	12-Apr-27
ROOF STRUCTURE		20	20	13-Apr-27	10-May-27
C1280	Building C - Install Roof Structure	20	20	13-Apr-27	10-May-27
EXTERIOR SYSTEM		30	30	27-May-27	08-Jul-27
C1290	Building C - Exterior System	30	30	27-May-27	08-Jul-27
INTERIORS BUILDOUT		171	171	11-May-27	13-Jan-28
C14190	Building C - Rough-in Over head MEP	20	20	11-May-27	08-Jun-27
C14170	Building C - Prime and Paint Overhead Structure	20	20	09-Jun-27	07-Jul-27
C14180	Building C - Install CMU Walls	18	18	16-Jun-27	12-Jul-27
C14150	Building C - Install MEP Hangers	10	10	09-Jul-27	22-Jul-27
C14160	Building C - Install Framing Top Track	8	8	09-Jul-27	20-Jul-27
C14200	Building C - Layout and Frame Walls	15	15	21-Jul-27	10-Aug-27
C14210	Building C - Buildout Restrooms	60	60	28-Jul-27	20-Oct-27



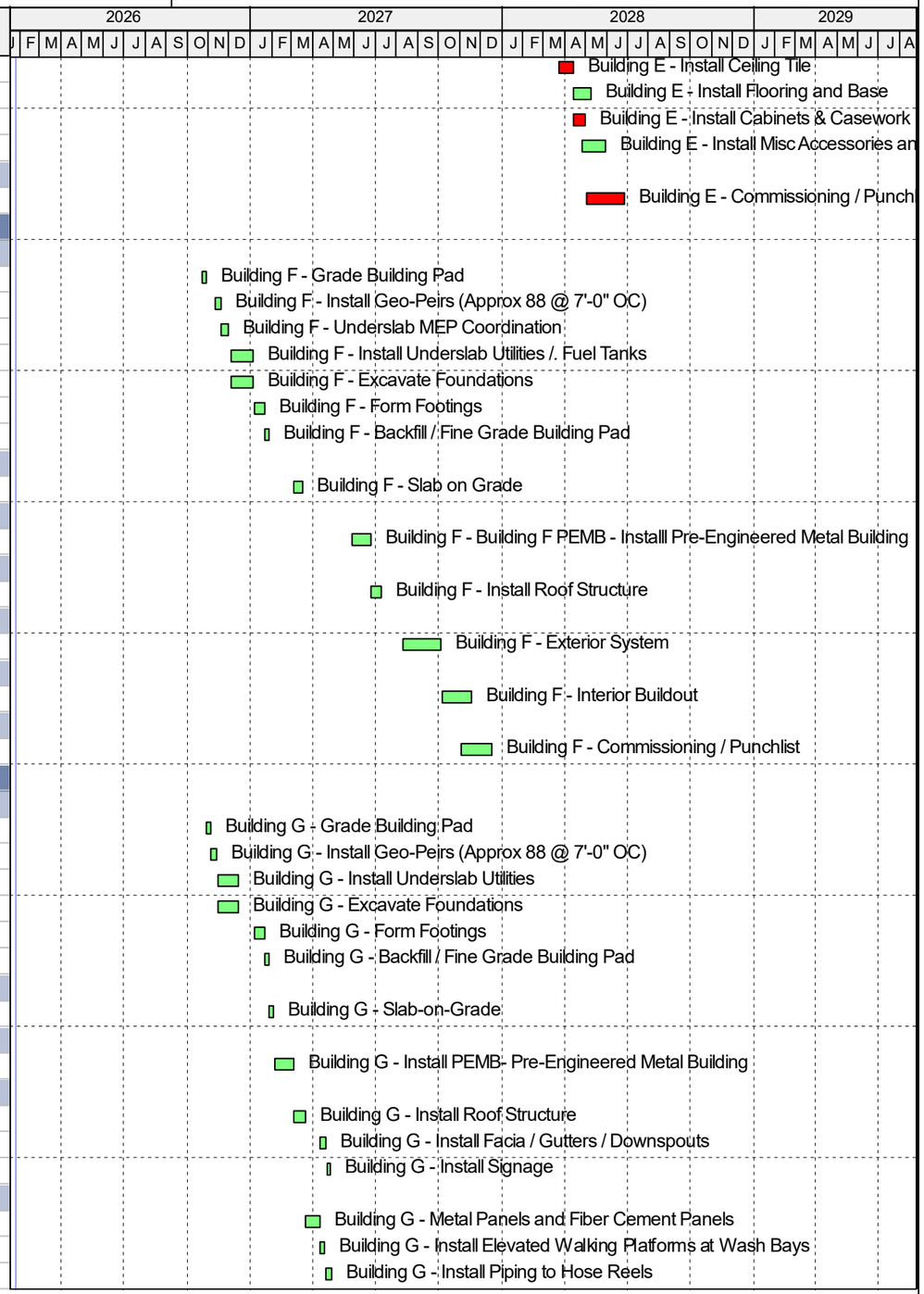
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
C14220	Building C - Rough-in MEP at Walls	12	12	04-Aug-27	19-Aug-27
C14230	Building C - H/T/F Gyp	20	20	12-Aug-27	09-Sep-27
C14250	Building C - Prime and Paint	15	15	30-Aug-27	20-Sep-27
C14260	Building C - Install Ceiling Grid	15	15	14-Sep-27	04-Oct-27
C14270	Building C - Install Device Tile	4	4	05-Oct-27	08-Oct-27
C14280	Building C - Installl Doors and Hardware	15	15	05-Oct-27	25-Oct-27
C14290	Building C - Install MEP Devices	12	12	11-Oct-27	26-Oct-27
C14300	Building C - Grind and Polish Floors	12	12	26-Oct-27	10-Nov-27
C14310	Building C - Install Ceiling Tile	15	15	27-Oct-27	16-Nov-27
C14320	Building C - Install Flooring and Base	18	18	17-Nov-27	14-Dec-27
C14330	Building C - Install Cabinets & Casework	12	12	17-Nov-27	06-Dec-27
C14340	Building C - Install Misc Accessories and CFCI / OFCI Equipment	20	20	15-Dec-27	13-Jan-28
COMMISSIONING & PUNCHLIST		30	30	07-Jan-28	17-Feb-28
C1310	Building C - Commissioning / Punchlist	30	30	07-Jan-28	17-Feb-28
BUILDING D		409	409	21-Sep-26	28-Apr-28
FOOTINGS		93	93	21-Sep-26	02-Feb-27
D14170	Building D - Grade Building Pad	10	10	21-Sep-26	02-Oct-26
D14180	Building D - Install Geo-Peirs (Approx 653 @ 7'-0" OC)	27	27	05-Oct-26	10-Nov-26
D14190	Building D - Install Underslab Utilities	15	15	11-Nov-26	03-Dec-26
D14260	Building D - Excavate Foundations	15	15	11-Nov-26	03-Dec-26
D14200	Building D - Form Footings	15	15	16-Dec-26	07-Jan-27
D14210	Building D - Backfill / Fine Grade Building Pad	8	8	08-Jan-27	19-Jan-27
D15043	Building D - Install Radon Under-Slab Exhaust Pipes and Pits	10	10	20-Jan-27	02-Feb-27
SLAB-ON-GRADE (SOG)		21	21	03-Feb-27	03-Mar-27
D1330	Building D - Slab on Grade	21	21	03-Feb-27	03-Mar-27
PRE-ENGINEERED STRUCTURE		32	32	13-Apr-27	27-May-27
D14220	Building D - PEMB - Installl Pre-Engineered Metal Building	32	32	13-Apr-27	27-May-27
ROOF STRUCTURE		20	20	28-May-27	24-Jun-27
D1350	Building D - Install Roof Structure	20	20	28-May-27	24-Jun-27
EXTERIOR SYSTEM		30	30	25-Jun-27	06-Aug-27
D1360	Building D - Exterior System	30	30	25-Jun-27	06-Aug-27
INTERIORS BUILDOUT		160	160	09-Aug-27	24-Mar-28
D14270	Building D - Install MEP Hangers	10	10	09-Aug-27	20-Aug-27
D14280	Building D - Install Framing Top Track	8	8	09-Aug-27	18-Aug-27
D14290	Building D - Install Monokote	10	10	19-Aug-27	01-Sep-27
D14360	Building D - Build Mezzanine Structure	10	10	19-Aug-27	01-Sep-27
D14300	Building D - Install CMU Walls at Salt Storage	12	12	26-Aug-27	13-Sep-27
D14310	Building D - Rough-in Over head MEP	20	20	31-Aug-27	28-Sep-27
D14470	Building D - Prime and Paint Warehouse Ceiling	5	5	29-Sep-27	05-Oct-27
D14320	Building D - Layout and Frame Walls	15	15	06-Oct-27	26-Oct-27
D14330	Building D - Buildout Restrooms	60	60	13-Oct-27	10-Jan-28
D14340	Building D - Rough-in MEP at Walls	12	12	20-Oct-27	04-Nov-27
D14350	Building D - H/T/F Gyp	20	20	28-Oct-27	24-Nov-27
D14370	Building D - Prime and Paint	15	15	15-Nov-27	07-Dec-27
D14380	Building D - Install Ceiling Grid	15	15	01-Dec-27	21-Dec-27
D14390	Building D - Install Device Tile	4	4	22-Dec-27	28-Dec-27
D14400	Building D - Installl Doors and Hardware	15	15	22-Dec-27	13-Jan-28



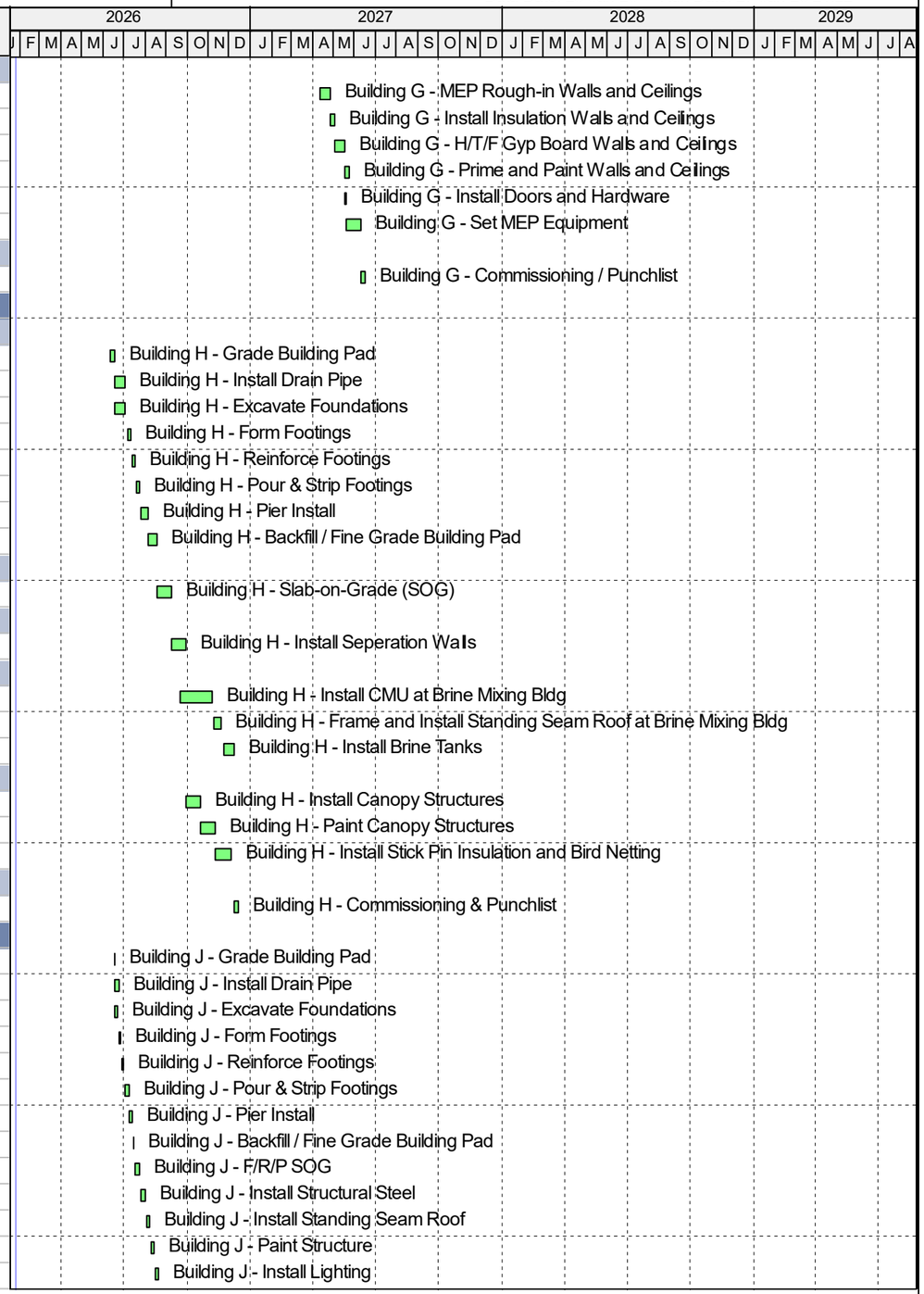
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
D14410	Building D - Install MEP Devices	12	12	29-Dec-27	14-Jan-28
D14420	Building D - Grind and Polish Floors (Just the Restrooms)	7	7	14-Jan-28	24-Jan-28
D14430	Building D - Install Ceiling Tile	15	15	17-Jan-28	04-Feb-28
D14440	Building D - Install Flooring and Base	10	10	07-Feb-28	18-Feb-28
D14450	Building D - Install Cabinets & Casework	12	12	07-Feb-28	22-Feb-28
D14460	Building D - Install Misc Accessories and CFCI / OFCI Equipment	25	25	21-Feb-28	24-Mar-28
COMMISSIONING & PUNCHLIST		35	35	13-Mar-28	28-Apr-28
D1380	Building D - Commissioning / Punchlist	35	35	13-Mar-28	28-Apr-28
BUILDING E		440	440	05-Oct-26	27-Jun-28
FOOTINGS		131	131	05-Oct-26	09-Apr-27
E14260	Building E - Grade Building Pad	13	13	05-Oct-26	21-Oct-26
E14270	Building E - Install Geo-Peirs (Approx 1122 @ 7'-0" OC)	32	32	28-Oct-26	14-Dec-26
E14360	Building E - Building E - Underslab MEP Coordination	25	25	15-Dec-26	20-Jan-27
E14280	Building E - Install Underslab Utilities	20	20	21-Jan-27	17-Feb-27
E14350	Building E - Excavate Foundations	20	20	21-Jan-27	17-Feb-27
E14290	Building E - Form Footings	17	17	18-Feb-27	12-Mar-27
E14300	Building E - Backfill / Fine Grade Building Pad	10	10	15-Mar-27	26-Mar-27
E14320	Building E - Install Radon Under-Slab Exhaust Pipes and Pits	10	10	29-Mar-27	09-Apr-27
SLAB-ON-GRADE (SOG)		21	21	12-Apr-27	10-May-27
E1400	Building E - Slab on Grade	21	21	12-Apr-27	10-May-27
PRE-ENGINEERED STRUCTURE		60	60	28-May-27	20-Aug-27
E14310	Building E - PEMB - Install Pre-Engineered Metal Building	60	60	28-May-27	20-Aug-27
ROOF STRUCTURE		30	30	23-Aug-27	04-Oct-27
E1420	Building E - Install Roof Structure	30	30	23-Aug-27	04-Oct-27
EXTERIOR SYSTEM		30	30	05-Oct-27	15-Nov-27
E1430	Building E - Exterior System	30	30	05-Oct-27	15-Nov-27
INTERIORS BUILDOUT		167	167	05-Oct-27	31-May-28
E14370	Building E - Install MEP Hangers	10	10	05-Oct-27	18-Oct-27
E14380	Building E - Install Framing Top Track	8	8	05-Oct-27	14-Oct-27
E14400	Building E - Build Mezzanine Structure	10	10	15-Oct-27	28-Oct-27
E14410	Building E - Rough-in Over head MEP	20	20	15-Oct-27	11-Nov-27
E14460	Building E - Install Steel for Bridge Cranes	15	15	29-Oct-27	18-Nov-27
E14610	Building E - Install CMU at Chassis Wash	18	18	12-Nov-27	09-Dec-27
E14420	Building E - Layout and Frame Walls	15	15	19-Nov-27	13-Dec-27
E14430	Building E - Buildout Restrooms	60	60	30-Nov-27	23-Feb-28
E14570	Building E - Rough- in OH MEP	15	15	02-Dec-27	22-Dec-27
E14580	Building E - Prime and Paint Shop Ceiling	5	5	23-Dec-27	30-Dec-27
E14440	Building E - Rough-in MEP at Walls	12	12	31-Dec-27	18-Jan-28
E14450	Building E - H/T/F Gyp	20	20	11-Jan-28	07-Feb-28
E14590	Building E - Install Bridge Crane Equipment	20	20	19-Jan-28	15-Feb-28
E14600	Building E - Install Chassis Wash Equipment	15	15	19-Jan-28	08-Feb-28
E14470	Building E - Prime and Paint	15	15	27-Jan-28	16-Feb-28
E14480	Building E - Install Ceiling Grid	15	15	10-Feb-28	01-Mar-28
E14490	Building E - Install Device Tile	4	4	02-Mar-28	07-Mar-28
E14500	Building E - Installl Doors and Hardware	15	15	02-Mar-28	22-Mar-28
E14510	Building E - Install MEP Devices	12	12	08-Mar-28	23-Mar-28
E14520	Building E - Grind and Polish Floors	12	12	23-Mar-28	07-Apr-28



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
E14530	Building E - Install Ceiling Tile	15	15	24-Mar-28	13-Apr-28
E14540	Building E - Install Flooring and Base	18	18	14-Apr-28	09-May-28
E14550	Building E - Install Cabinets & Casework	12	12	14-Apr-28	01-May-28
E14560	Building E - Install Misc Accessories and CFCI /OFCI Equipment	25	25	26-Apr-28	31-May-28
COMMISSIONING & PUNCHLIST		40	40	02-May-28	27-Jun-28
E1450	Building E - Commissioning / Punchlist	40	40	02-May-28	27-Jun-28
BUILDING F		293	293	22-Oct-26	17-Dec-27
FOOTINGS		67	67	22-Oct-26	28-Jan-27
F14350	Building F - Grade Building Pad	5	5	22-Oct-26	28-Oct-26
F14360	Building F - Install Geo-Peirs (Approx 88 @ 7'-0" OC)	7	7	11-Nov-26	19-Nov-26
F14410	Building F - Underslab MEP Coordination	5	5	20-Nov-26	30-Nov-26
F14370	Building F - Install Underslab Utilities /. Fuel Tanks	20	20	04-Dec-26	04-Jan-27
F14440	Building F - Excavate Foundations	20	20	04-Dec-26	04-Jan-27
F14380	Building F - Form Footings	10	10	08-Jan-27	21-Jan-27
F14390	Building F - Backfill / Fine Grade Building Pad	5	5	22-Jan-27	28-Jan-27
SLAB-ON-GRADE (SOG)		10	10	04-Mar-27	17-Mar-27
F1470	Building F - Slab on Grade	10	10	04-Mar-27	17-Mar-27
PRE-ENGINEERED STRUCTURE		20	20	28-May-27	24-Jun-27
F14400	Building F - Building F PEMB - Installl Pre-Engineered Metal Building	20	20	28-May-27	24-Jun-27
ROOF STRUCTURE		10	10	25-Jun-27	09-Jul-27
F1490	Building F - Install Roof Structure	10	10	25-Jun-27	09-Jul-27
EXTERIOR SYSTEM		40	40	10-Aug-27	05-Oct-27
F1500	Building F - Exterior System	40	40	10-Aug-27	05-Oct-27
INTERIORS BUILDOUT		30	30	07-Oct-27	17-Nov-27
F1510	Building F - Interior Buildout	30	30	07-Oct-27	17-Nov-27
COMMISSIONING & PUNCHLIST		30	30	04-Nov-27	17-Dec-27
F1520	Building F - Commissioning / Punchlist	30	30	04-Nov-27	17-Dec-27
BUILDING G		161	161	29-Oct-26	17-Jun-27
FOOTINGS		62	62	29-Oct-26	28-Jan-27
G1540	Building G - Grade Building Pad	5	5	29-Oct-26	04-Nov-26
G1550	Building G - Install Geo-Peirs (Approx 88 @ 7'-0" OC)	7	7	05-Nov-26	13-Nov-26
G1570	Building G - Install Underslab Utilities	20	20	16-Nov-26	15-Dec-26
G1580	Building G - Excavate Foundations	20	20	16-Nov-26	15-Dec-26
G1590	Building G - Form Footings	10	10	08-Jan-27	21-Jan-27
G1600	Building G - Backfill / Fine Grade Building Pad	5	5	22-Jan-27	28-Jan-27
SLAB-ON-GRADE (SOG)		5	5	29-Jan-27	04-Feb-27
G1610	Building G - Slab-on-Grade	5	5	29-Jan-27	04-Feb-27
PRE-ENGINEERED STRUCTURE		20	20	05-Feb-27	04-Mar-27
G1620	Building G - Install PEMB- Pre-Engineered Metal Building	20	20	05-Feb-27	04-Mar-27
ROOF STRUCTURE		37	37	05-Mar-27	26-Apr-27
G1630	Building G - Install Roof Structure	12	12	05-Mar-27	22-Mar-27
G1670	Building G - Install Facia / Gutters / Downspouts	7	7	13-Apr-27	21-Apr-27
G1680	Building G - Install Signage	3	3	22-Apr-27	26-Apr-27
EXTERIOR SYSTEM		27	27	23-Mar-27	28-Apr-27
G1640	Building G - Metal Panels and Fiber Cement Panels	15	15	23-Mar-27	12-Apr-27
G1690	Building G - Install Elevated Walking Platforms at Wash Bays	5	5	13-Apr-27	19-Apr-27
G1700	Building G - Install Piping to Hose Reels	7	7	20-Apr-27	28-Apr-27



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
INTERIOR BUILDOUT		42	42	13-Apr-27	10-Jun-27
G1650	Building G - MEP Rough-in Walls and Ceilings	10	10	13-Apr-27	26-Apr-27
G1710	Building G - Install Insulation Walls and Ceilings	5	5	27-Apr-27	03-May-27
G1720	Building G - H/T/F Gyp Board Walls and Ceilings	10	10	04-May-27	17-May-27
G1730	Building G - Prime and Paint Walls and Ceilings	5	5	18-May-27	25-May-27
G1740	Building G - Install Doors and Hardware	2	2	18-May-27	19-May-27
G1750	Building G - Set MEP Equipment	15	15	20-May-27	10-Jun-27
COMMISSIONING & PUNCHLIST		5	5	11-Jun-27	17-Jun-27
G1660	Building G - Commissioning / Punchlist	5	5	11-Jun-27	17-Jun-27
BUILDING H		129	129	12-Jun-26	15-Dec-26
FOOTINGS		46	46	12-Jun-26	17-Aug-26
H1680	Building H - Grade Building Pad	5	5	12-Jun-26	18-Jun-26
H1710	Building H - Install Drain Pipe	10	10	19-Jun-26	02-Jul-26
H1720	Building H - Excavate Foundations	10	10	19-Jun-26	02-Jul-26
H1730	Building H - Form Footings	5	5	06-Jul-26	10-Jul-26
H1840	Building H - Reinforce Footings	5	5	13-Jul-26	17-Jul-26
H1850	Building H - Pour & Strip Footings	5	5	20-Jul-26	24-Jul-26
H1860	Building H - Pier Install	8	8	27-Jul-26	05-Aug-26
H1740	Building H - Backfill / Fine Grade Building Pad	8	8	06-Aug-26	17-Aug-26
SLAB-ON-GRADE (SOG)		15	15	18-Aug-26	08-Sep-26
H1750	Building H - Slab-on-Grade (SOG)	15	15	18-Aug-26	08-Sep-26
SEPARATION WALLS		15	15	09-Sep-26	29-Sep-26
H1760	Building H - Install Seperation Walls	15	15	09-Sep-26	29-Sep-26
BRINE MIXING BLDG / BRINE TANKS		55	55	21-Sep-26	08-Dec-26
H1770	Building H - Install CMU at Brine Mixing Bldg	35	35	21-Sep-26	06-Nov-26
H1820	Building H - Frame and Install Standing Seam Roof at Brine Mixing Bldg	10	10	09-Nov-26	20-Nov-26
H1780	Building H - Install Brine Tanks	10	10	23-Nov-26	08-Dec-26
CANOPY STRUCTURE		45	45	30-Sep-26	03-Dec-26
H1790	Building H - Install Canopy Structures	15	15	30-Sep-26	20-Oct-26
H1800	Building H - Paint Canopy Structures	15	15	21-Oct-26	10-Nov-26
H1830	Building H - Install Stick Pin Insulation and Bird Netting	15	15	11-Nov-26	03-Dec-26
COMMISSIONING & PUNCHLIST		5	5	09-Dec-26	15-Dec-26
H1810	Building H - Commissioning & Punchlist	5	5	09-Dec-26	15-Dec-26
BUILDING J- TRASH / RECYCLE		57	57	17-Jun-26	04-Sep-26
J1860	Building J - Grade Building Pad	2	2	17-Jun-26	18-Jun-26
J1870	Building J - Install Drain Pipe	3	3	19-Jun-26	23-Jun-26
J1880	Building J - Excavate Foundations	2	2	19-Jun-26	22-Jun-26
J1890	Building J - Form Footings	3	3	24-Jun-26	26-Jun-26
J1971	Building J - Reinforce Footings	3	3	29-Jun-26	01-Jul-26
J1972	Building J - Pour & Strip Footings	4	4	02-Jul-26	08-Jul-26
J1973	Building J - Pier Install	4	4	09-Jul-26	14-Jul-26
J1900	Building J - Backfill / Fine Grade Building Pad	2	2	15-Jul-26	16-Jul-26
J1910	Building J - F/R/P SOG	6	6	17-Jul-26	24-Jul-26
J1920	Building J - Install Structural Steel	5	5	27-Jul-26	31-Jul-26
J1930	Building J - Install Standing Seam Roof	5	5	03-Aug-26	07-Aug-26
J1940	Building J - Paint Structure	5	5	10-Aug-26	14-Aug-26
J1950	Building J - Install Lighting	5	5	17-Aug-26	21-Aug-26

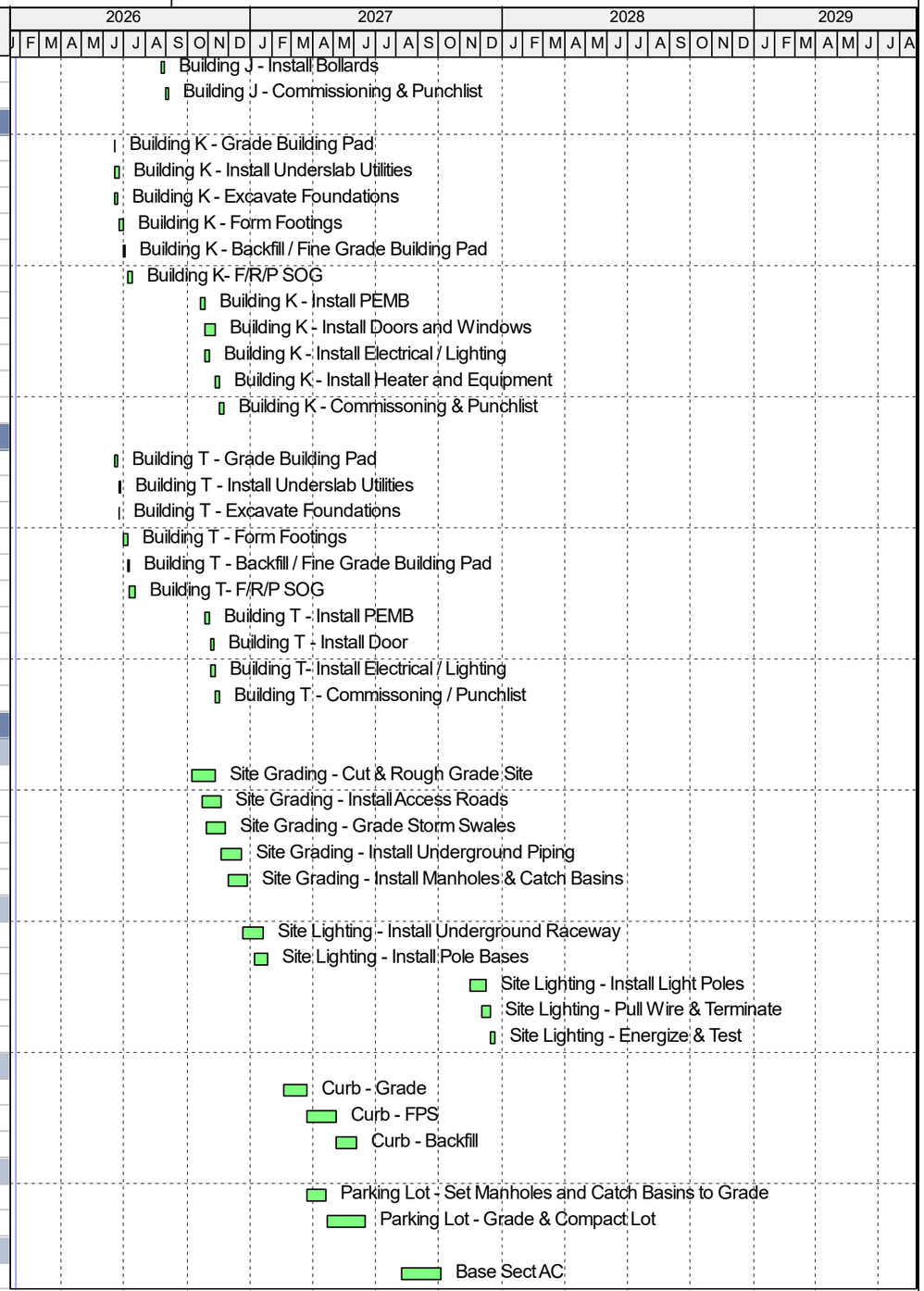


Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT - A Martin

SKANSKA

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
J1960	Building J - Install Bollards	5	5	24-Aug-26	28-Aug-26
J1970	Building J - Commissioning & Punchlist	5	5	31-Aug-26	04-Sep-26
BUILDING K - BRINE SHED		113	113	17-Jun-26	24-Nov-26
K1980	Building K - Grade Building Pad	2	2	17-Jun-26	18-Jun-26
K2000	Building K - Install Underslab Utilities	3	3	19-Jun-26	23-Jun-26
K2010	Building K - Excavate Foundations	2	2	19-Jun-26	22-Jun-26
K2020	Building K - Form Footings	5	5	24-Jun-26	30-Jun-26
K2030	Building K - Backfill / Fine Grade Building Pad	2	2	01-Jul-26	02-Jul-26
K2040	Building K- F/R/P SOG	6	6	06-Jul-26	13-Jul-26
K2050	Building K - Install PEMB	5	5	21-Oct-26	27-Oct-26
K1990	Building K - Install Doors and Windows	10	10	28-Oct-26	10-Nov-26
K2060	Building K - Install Electrical / Lighting	5	5	28-Oct-26	03-Nov-26
K2070	Building K - Install Heater and Equipment	5	5	11-Nov-26	17-Nov-26
K2080	Building K - Commissoning & Punchlist	5	5	18-Nov-26	24-Nov-26
BUILDING T- FIRE TESTING		106	106	19-Jun-26	17-Nov-26
T2090	Building T - Grade Building Pad	2	2	19-Jun-26	22-Jun-26
K2090	Building T - Install Underslab Utilities	3	3	24-Jun-26	26-Jun-26
K2100	Building T - Excavate Foundations	2	2	24-Jun-26	25-Jun-26
K2110	Building T - Form Footings	4	4	01-Jul-26	07-Jul-26
K2120	Building T - Backfill / Fine Grade Building Pad	2	2	08-Jul-26	09-Jul-26
K2130	Building T- F/R/P SOG	6	6	10-Jul-26	17-Jul-26
K2140	Building T - Install PEMB	5	5	28-Oct-26	03-Nov-26
K2150	Building T - Install Door	4	4	04-Nov-26	09-Nov-26
K2160	Building T- Install Electrical / Lighting	5	5	04-Nov-26	10-Nov-26
K2170	Building T - Commissoning / Punchlist	5	5	11-Nov-26	17-Nov-26
SITEWORK		448	448	23-Sep-26	27-Jun-28
SITE GRADING		55	55	08-Oct-26	28-Dec-26
S1626	Site Grading - Cut & Rough Grade Site	25	25	08-Oct-26	11-Nov-26
S1627	Site Grading - Install Access Roads	20	20	22-Oct-26	18-Nov-26
S1628	Site Grading - Grade Storm Swales	20	20	29-Oct-26	25-Nov-26
S1629	Site Grading - Install Underground Piping	20	20	19-Nov-26	18-Dec-26
S1630	Site Grading - Install Manholes & Catch Basins	20	20	30-Nov-26	28-Dec-26
SITE LIGHTING		256	256	21-Dec-26	22-Dec-27
S1621	Site Lighting - Install Underground Raceway	20	20	21-Dec-26	19-Jan-27
S1622	Site Lighting - Install Pole Bases	15	15	06-Jan-27	26-Jan-27
S1623	Site Lighting - Install Light Poles	15	15	16-Nov-27	08-Dec-27
S1624	Site Lighting - Pull Wire & Terminate	10	10	02-Dec-27	15-Dec-27
S1625	Site Lighting - Energize & Test	5	5	16-Dec-27	22-Dec-27
CURBS		75	75	18-Feb-27	03-Jun-27
S1530	Curb - Grade	25	25	18-Feb-27	24-Mar-27
S1611	Curb - FPS	30	30	25-Mar-27	05-May-27
S1612	Curb - Backfill	20	20	06-May-27	03-Jun-27
PARKING LOT		60	60	25-Mar-27	17-Jun-27
S1540	Parking Lot - Set Manholes and Catch Basins to Grade	20	20	25-Mar-27	21-Apr-27
S1615	Parking Lot - Grade & Compact Lot	40	40	22-Apr-27	17-Jun-27
Base Sect AC		40	40	09-Aug-27	04-Oct-27
S1550	Base Sect AC	40	40	09-Aug-27	04-Oct-27



Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT - A Martin

SKANSKA

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
SIDEWALKS		45	45	04-Jun-27	06-Aug-27
S1560	Sidewalks	45	45	04-Jun-27	06-Aug-27
GENERATORS		60	60	23-Sep-26	17-Dec-26
S1570	Set 300 kW Generator #1 (2) / Set / Make-up Transformer	40	40	23-Sep-26	17-Nov-26
S1640	Set 300 kW Generator #2 (2) / Set / Make-up Transformer	35	35	28-Oct-26	17-Dec-26
IRRIGATION & LANDSCAPING		70	70	05-Oct-27	14-Jan-28
S1616	Rough Grade Landscape Areas	20	20	05-Oct-27	01-Nov-27
S1617	Install Landscape Irrigation	20	20	19-Oct-27	15-Nov-27
S1618	Soil Ammendments	20	20	09-Nov-27	08-Dec-27
S1610	Planting Trees & Shrubs	25	25	23-Nov-27	30-Dec-27
S1619	Mulch Landscape Areas	10	10	31-Dec-27	14-Jan-28
2nd Lift AC		20	20	17-Jan-28	11-Feb-28
S1580	2nd Lift AC	20	20	17-Jan-28	11-Feb-28
STRIPING & SITE FURNISHINGS		40	40	14-Feb-28	07-Apr-28
S1590	Place Bollards & Signage	20	20	14-Feb-28	10-Mar-28
S1620	Install Striping & Wheelstops	20	20	13-Mar-28	07-Apr-28
COMMISSIONING & PUNCHLIST		40	40	02-May-28	27-Jun-28
S1600	Commissioning / Punchlist	40	40	02-May-28	27-Jun-28
CONSTRUCTION		700	700	26-Jan-26	24-Oct-28
C1000	Construction	700	700	26-Jan-26	24-Oct-28

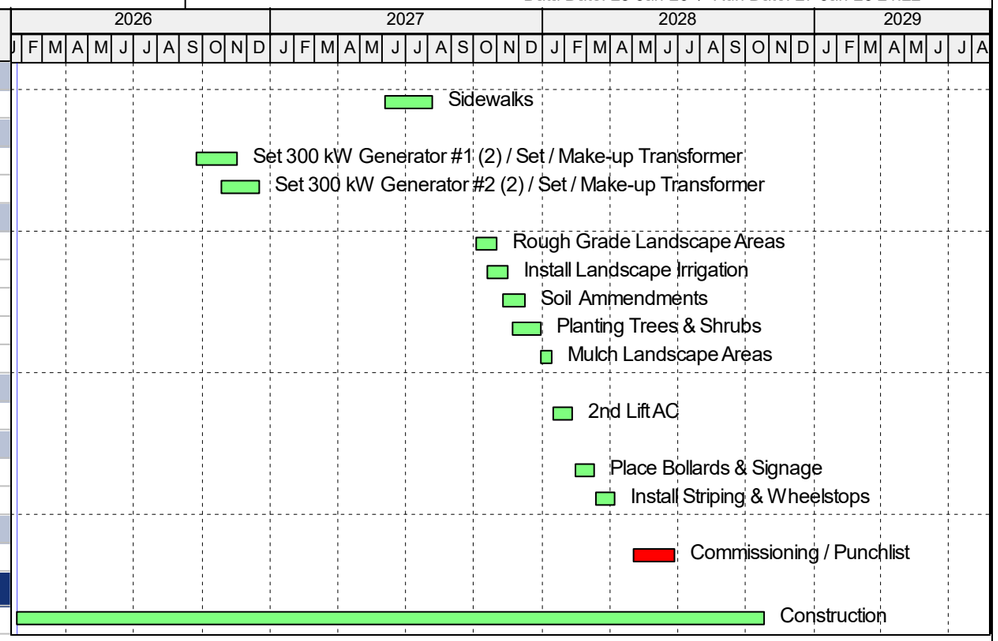


EXHIBIT "I"
Contract AMENDMENT #4
Early Work General Conditions
City of Vancouver – Public Works Operations Center

GENERAL CONDITIONS

No change

EXHIBIT "J"
MACC-4 (Contract AMENDMENT #4)
Bid Package# 03A
City of Vancouver – Public Works Operations Center

Bid Package 03A Bid Tab and Bids

ITB VPOC BP 03A Building H & J Founations

BID OPENING: February 19, 2026

Skanska USA Building
1010 NW Flanders
Portland OR

	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	CIP Concrete	1	LS	$ 535,904.00	$ 535,904.00
2.	Concrete Reinforcement	1	LS	$ 232,254.00	$ 232,254.00
3.	Foundation Excavationg	1	LS	$ 185,584.00	$ 185,584.00
4.	Survery	1	LS	$ 2,042.00	$ 2,042.00
5.	Trench Safety RCW 39.04.180	1	LS	$ 5,000.00	$ 5,000.00
	GRAND TOTAL				**$ 960,784.00**

AIA® Document A133™ – 2019
Exhibit A

Guaranteed Maximum Price Amendment #5

This fifth 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 $**17,790,237**, 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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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
Lisa Brandl, City Clerk	
Approved as to form:	
Nena Cook, City Attorney	

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MACC No. 5
Contract Amendment #5

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 **Three Million, Seven Hundred Sixty-Five Thousand, Eight Hundred Ninety-One ($3,765,891)** to a total of **Seventeen Million, Seven Hundred Ninety Thousand, Two Hundred Thirty-Seven ($17,790,237)**. 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 #5 GMP Pricing	05/18/2026
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	
Exhibit D	Allowance Items (None)	
Exhibit E	Alternate Prices (None	
Exhibit F	Unit Prices	
Exhibit G	Early Works Negotiated Support Services	05/13/2026
Exhibit H	Project Schedule	Print Date 04/08/2026
Exhibit I	General Conditions (None)	
Exhibit J	Bid Package 31C – Aggregate Piers	

EXHIBIT A - CONSTRUCTION COST SUMMARY

May 18, 2026

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Original Value	Value of Previous Amendments	Value of Amendment #05		Total Contract Value
32A	Early Planting and Irrigation	$ -	$ 223,000	$ -		**$ 223,000**
32B	Fencing	$ -	$ 169,656	$ -		**$ 169,656**
Bid Group 2						
31A	Early Sitework	$ -	$ 1,682,000	$ -		**$ 1,682,000**
31B	Site Retaining Wall #2	$ -	$ 1,895,106	$ -		**$ 1,895,106**
Bid Group 3						
07A	Sealer and Joint Sealant	$ -	$ 34,036	$ -		**$ 34,036**
23A	Geo Exchange Boring Field	$ -	$ 3,425,400	$ -		**$ 3,425,400**
Bid Group 4						
23B	Mechanical Contractor Preconstruction Value	$ -	$ 125,000	$ -		**$ 125,000**
26A	Electrical Contractor Preconstruction Value	$ -	$ 85,000	$ -		**$ 85,000**
Bid Group 5						
03A	Covered Storage H & J Foundations	$ -	$ 960,784	$ -		**$ 960,784**
Bid Group 6						
31C	Aggregate Piers	$ -	$ -	$ 3,399,900		**$ 3,399,900**
1	**Subtotal for Direct Subcontract Work**	**$ -**	**$ 8,599,982**	**$ 3,399,900**		**$ 11,999,882**
2	Fencing Vegetation Clearing and Trimming Allowance	$ -	$ 7,500	$ -		**$ 7,500**
3	Dewatering Baker Tank and Filtration Allowance	$ -	$ 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**
6	**Total Subcontract Costs** (Add Lines 1 & 5)	**$ -**	**$ 8,807,482**	**$ 3,399,900**		**$ 12,207,382**
7	Negotiated Support Services	$ -	$ 420,887	$ 115,301		**$ 536,188**
8	Builder's Risk Allowance	$ -	$ 500,000	$ -		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ -	$ 291,851	$ 101,997		**$ 393,848**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ -**	**$ 10,020,220**	**$ 3,617,198**		**$ 13,637,418**
11	Fixed Amount for Specified General Conditions	$ 2,331,834	$ -	$ -		**$ 2,331,834**
12	GC/CM Fee x % Shown Below)	$ -	$ 510,147	$ 148,693		**$ 658,840**
13	MCCM/ECCM P&P Bond Deduct 0.4%	$ -	$ (840)	$ -		**$ (840)**
14	Change Order No. 1		$ 500,000			**$ 500,000**
15	Change Order No. 2		$ 662,985			**$ 662,985**
16	**Total GMP** (Add Lines 10, 11, 12 and 13)	**$ 2,331,834**	**$ 11,692,512**	**$ 3,765,891**		**$ 17,790,237**
17	Preconstruction Services	$ 897,758.00	$ -	$ -		**$ 897,758**
18	**Total GMP plus Preconstruction Services** (Add Lines 16 and 17)	**$ 3,229,592**	**$ 11,692,512**	**$ 3,765,891**		**$ 18,687,995**

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-5 (Contract AMENDMENT #5)
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 #5:

City of Vancouver (MACC-5 Bid Packages – Early Work Requirements):

1. BP 31C – Aggregate Piers
   a. Scope of work includes Buildings A though E Aggregate Piers in accordance with Bid Package 31C and the Contract Documents

General Conditions and Negotiated Support Services (NSS):

1. Negotiated Support Services: $115,301.00
2. General Conditions: No change
3. Overhead and Profit 4.23%: $148,693.00

ASSUMPTIONS AND CLARIFICATIONS -

1. Assumes a Notice to Proceed, NTP, from the Owner for the bid package values in Amendment Exhibit A, by June 12, 2026, and an executed associated GMP Amendment by June 19, 2026.
2. Spoils management, handling and removal for aggregate pier boring or drilling will be included with the Superstructure bid package along with preparation of the building pads for this scope of Work.
3. Spec Section 31 6613 Section 4.8 Responsibilities of the General Contractor will be captured in the Superstructure Bid Package. This scope is not included in this MACC.
4. The Exhibit A Cost Summary includes Change Orders 1 and 2

EXCLUSIONS -

The following exclusions apply for Amendment #5:

1. Any scope not specifically outlined above
2. Over-excavation and backfill
3. Cement soil amendments
4. Excavation, handling, and disposal of contaminated or unsuitable material
5. Removal of below grade obstructions

EXHIBIT "B"
MACC-5 (Contract AMENDMENT #5)
Scope of Work and Assumptions and Clarifications
City of Vancouver - Public Works Operations Campus

COST BASIS OF AMENDMENT #5

Amendment #5 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 April 8, 2026, Data Date: April 2, 2026
4. Bids received on April 30, 2026, for Bid Packages: 31C

EXHIBIT "C"

MACC-5 (Contract AMENDMENT #5)
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		
G101	VOL 1 COVER SHEET	9	7-Apr-26
G102	SHEET INDEX	9	7-Apr-26
	CIVIL		
C200	OVERALL SITE PLAN	1	7-Apr-26
C400	STORMWATER PLAN	1	7-Apr-26
C401	STORMWATER PLAN	1	7-Apr-26
C402	STORMWATER PLAN	1	7-Apr-26
C403	STORMWATER PLAN	1	7-Apr-26
C404	STORMWATER PLAN	1	7-Apr-26
C405	STORMWATER PLAN	1	7-Apr-26
C406	STORMWATER PLAN	1	7-Apr-26
C407	STORMWATER PLAN	1	7-Apr-26
C408	STORMWATER PLAN	1	7-Apr-26
C409	STORMWATER PLAN	1	7-Apr-26
C410	STORMWATER PLAN	1	7-Apr-26
C411	STORMWATER PLAN	1	7-Apr-26
C412	STORMWATER PLAN	1	7-Apr-26
C413	STORMWATER PLAN	1	7-Apr-26
C420	SEWER PLAN	1	7-Apr-26
C421	SEWER PLAN	1	7-Apr-26
C422	SEWER PLAN	1	7-Apr-26
C423	SEWER PLAN	1	7-Apr-26
C424	SEWER PLAN	1	7-Apr-26
C425	SEWER PLAN	1	7-Apr-26
C426	SEWER PLAN	1	7-Apr-26
C427	SEWER PLAN	1	7-Apr-26
C428	SEWER PLAN	1	7-Apr-26
C429	SEWER PLAN	1	7-Apr-26
C430	SEWER PLAN	1	7-Apr-26
C431	SEWER PLAN	1	7-Apr-26
C432	SEWER PLAN	1	7-Apr-26
C433	SEWER PLAN	1	7-Apr-26

C440	WATER PLAN	1	7-Apr-26
C441	WATER PLAN	1	7-Apr-26
C442	WATER PLAN	1	7-Apr-26
C443	WATER PLAN	1	7-Apr-26
C444	WATER PLAN	1	7-Apr-26
C445	WATER PLAN	1	7-Apr-26
C446	COMPOSITE UTILITY PLAN	1	7-Apr-26
C447	WATER PLAN	1	7-Apr-26
C448	WATER PLAN	1	7-Apr-26
C449	WATER PLAN	1	7-Apr-26
C450	WATER PLAN	1	7-Apr-26
C451	WATER PLAN	1	7-Apr-26
C452	WATER PLAN	1	7-Apr-26
C453	WATER PLAN	1	7-Apr-26
	ARCHITECTURE		
A101	VOL 1 SITE PLAN REFERENCE	9	7-Apr-26
Aa202	BUILDING A & B FIRST FLOOR REFERENCE PLANS	4	7-Apr-26
Aa203	BUILDING A & B SECOND FLOOR REFERENCE PLANS	4	7-Apr-26
Aa502	BUILDING A EXTERIOR ELEVATIONS	4	7-Apr-26
Aa503	BUILDING A EXTERIOR ELEVATIONS	4	7-Apr-26
Aa504	BUILDING A EXTERIOR ELEVATIONS	4	7-Apr-26
Aa505	BUILDING A EXTERIOR ELEVATIONS	4	7-Apr-26
Aa510	BUILDING A EXTERIOR ELEVATIONS SKYBRIDGE	4	7-Apr-26
Ab502	BUILDING B EXTERIOR ELEVATIONS	4	7-Apr-26
Ab503	BUILDING B EXTERIOR ELEVATIONS	4	7-Apr-26
Ab504	BUILDING B EXTERIOR ELEVATIONS	4	7-Apr-26
Ab505	BUILDING B EXTERIOR ELEVATIONS	4	7-Apr-26
Ac202	BUILDING C FIRST FLOOR REFERENCE PLAN	9	7-Apr-26
Ac502	BUILDING C EXTERIOR ELEVATIONS	9	7-Apr-26
Ac503	BUILDING C EXTERIOR ELEVATIONS	9	7-Apr-26
Ac504	BUILDING C EXTERIOR ELEVATIONS	9	7-Apr-26
Ac505	BUILDING C EXTERIOR ELEVATIONS	9	7-Apr-26
Ad202	BUILDING D FIRST FLOOR REFERENCE PLAN	7	7-Apr-26
Ad502	BUILDING D EXTERIOR ELEVATIONS	7	7-Apr-26
Ad503	BUILDING D EXTERIOR ELEVATIONS	7	7-Apr-26
Ad504	BUILDING D EXTERIOR ELEVATIONS	7	7-Apr-26
Ad505	BUILDING D EXTERIOR ELEVATIONS	7	7-Apr-26
Ae202	BUILDING E FIRST FLOOR REFERENCE PLAN	4	7-Apr-26
Ae502	BUILDING E EXTERIOR ELEVATIONS NORTH	4	7-Apr-26
Ae503	BUILDING E EXTERIOR ELEVATIONS EAST	4	7-Apr-26
Ae504	BUILDING E EXTERIOR ELEVATIONS SOUTH	4	7-Apr-26
Ae505	BUILDING E EXTERIOR ELEVATIONS WEST	4	7-Apr-26

EXHIBIT "C"

MACC-5 (Contract AMENDMENT #5)

Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

	STRUCTURAL		
Sa100R	BUILDING A & B FLOOR LOAD DIAGRAMS	0	7-Apr-26
Sa210fR	BUILDING A FOUNDATIONPLAN AREA 'A'	0	7-Apr-26
Sa211fR	BUILDING A FOUNDATIONPLAN AREA 'B'	0	7-Apr-26
Sb210fR	BUILDING B FOUNDATIONPLAN AREA 'A'	0	7-Apr-26
Sb211fR	BUILDING B FOUNDATIONPLAN AREA 'B'	0	7-Apr-26
Sc100R	BUILDING C FLOOR LOAD DIAGRAMS	0	7-Apr-26
Sc210fR	BUILDING C FOUNDATIONPLAN AREA 'A'	0	7-Apr-26
Sc211fR	BUILDING C FOUNDATIONPLAN AREA 'B'	0	7-Apr-26
Sc212fR	BUILDING C FOUNDATIONPLAN AREA 'C'	0	7-Apr-26
Sd100R	BUILDING D FLOOR LOAD DIAGRAMS	0	7-Apr-26
Sd210fR	BUILDING D FOUNDATIONPLAN AREA 'A'	0	7-Apr-26
Sd211fR	BUILDING D FOUNDATIONPLAN AREA 'B'	0	7-Apr-26
Se100R	BUILDING E FLOOR LOAD DIAGRAMS	0	7-Apr-26
Se210fR	BUILDING E FOUNDATIONPLAN AREA 'A'	0	7-Apr-26
Se211fR	BUILDING E FOUNDATIONPLAN AREA 'B'	0	7-Apr-26
Se212fR	BUILDING E FOUNDATIONPLAN AREA 'C'	0	7-Apr-26
	MECHANICAL		
Ma200	BUILDING A UNDERGROUND PLAN MECHANICAL	4	7-Apr-26
Mb200	BUILDING B UNDERGROUND PLAN MECHANICAL	4	7-Apr-26
Mc200	BUILDING C UNDERGROUND PLAN MECHANICAL	4	7-Apr-26
Md200	BUILDING D UNDERGROUND PLAN MECHANICAL	4	7-Apr-26
Me200	BUILDING E UNDERGROUND PLAN MECHANICAL	4	7-Apr-26
	PLUMBING		
Pa208	BUILDING A UNDERGROUND FLOOR AREA 'A' PLUMBING	4	7-Apr-26
Pa209	BUILDING A UNDERGROUND FLOOR AREA 'B' PLUMBING	4	7-Apr-26
Pb208	BUILDING B UNDERGROUND FLOOR AREA 'A' PLUMBING	4	7-Apr-26
Pb209	BUILDING B UNDERGROUND FLOOR AREA 'B' PLUMBING	4	7-Apr-26
Pc201	BUILDING C UNDERGROUND FLOOR AREA 'A' PLUMBING	4	7-Apr-26
Pc202	BUILDING C UNDERGROUND FLOOR AREA 'B' PLUMBING	4	7-Apr-26
Pc203	BUILDING C UNDERGROUND FLOOR AREA 'C' PLUMBING	4	7-Apr-26
Pd201	BUILDING D UNDERGROUND FLOOR AREA 'A' PLUMBING	4	7-Apr-26
Pd202	BUILDING D UNDERGROUND FLOOR AREA 'B' PLUMBING	4	7-Apr-26
Pe201	BUILDING E UNDERGROUND FLOOR AREA 'A' PLUMBING	4	7-Apr-26
Pe202	BUILDING E UNDERGROUND FLOOR AREA 'B' PLUMBING	4	7-Apr-26
Pe203	BUILDING E UNDERGROUND FLOOR AREA 'C' PLUMBING	4	7-Apr-26
	ELECTRICAL		
Ea200	BUILDING A UNDERGROUND PLAN POWER	4	7-Apr-26
Eb200	BUILDING B UNDERGROUND PLAN POWER	4	7-Apr-26

Ec200	BUILDING C UNDERGROUND PLAN POWER	4	7-Apr-26
Ed200	BUILDING D UNDERGROUND PLAN POWER	4	7-Apr-26
Ee200	BUILDING E UNDERGROUND PLAN POWER	4	7-Apr-26

Specifications

Specification Section	Description	Rev No.	Date
00	**PROCUREMENT**		6/20/2025
01	**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 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
31	**EARTHWORK**		

EXHIBIT "C"

MACC-5 (Contract AMENDMENT #5)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

31 20 00	EARTH MOVING		7/18/2025
31 66 13	Aggregate Piers		4/7/2026

Addenda

Addendum No.	Description	Rev No.	Date
1	Bidder Clarifications		4/13/2026
2	Bidder Clarifications		4/28/2026

Other

Document No.	Document Name	Rev No.	Date
	Geotechnical Report	2	10/2/2025

EXHIBIT “D”
Contract AMENDMENT #5
Allowance Items
City of Vancouver – Public Works Operations Center

ALLOWANCE ITEMS -

None

EXHIBIT "E"
Contract AMENDMENT #5
Alternate Prices
City of Vancouver – Public Works Operations Center

ALTERNATE PRICES

None.

EXHIBIT "F"
Contract AMENDMENT #5
Unit Prices
City of Vancouver – Public Works Operation Center

Unit Prices -

1. Add/Deduct pre-design, 1 each aggregate piers, excluding remobilization $1,600 EA
    a. Deduct post design, 1 each aggregate piers $1,080 EA
2. Add modulus or uplift testing $8,500 EA

EXHIBIT "G"
Contract AMENDMENT #5
Early Work Negotiated Support Services
City of Vancouver – Public Works Operations Center

NEGOTIATED SUPPORT SERVICES

SKANSKA

VPOC 8713 NE 94th Ave. Vancouver, WA 98662

Negotiated Site Services

Code	Description	MACC #5
150.01842500	Forklift	4,828.00
150.01800500	Fuel & Oil	1,500.00
150.01221100	Drinking Water/Ice	500.00
150.01400500	Field Toilets	6,210.00
150.01592000	Temporary Water	3,500.00
150.01590500	Temporary Power	79,580.00
150.01200500	Field Offices	10,183.00
150.01210500	Project Signage	3,500.00
150.01582500	Perimeter/Opening Protection	5,500.00
Total		**$115,301.00**

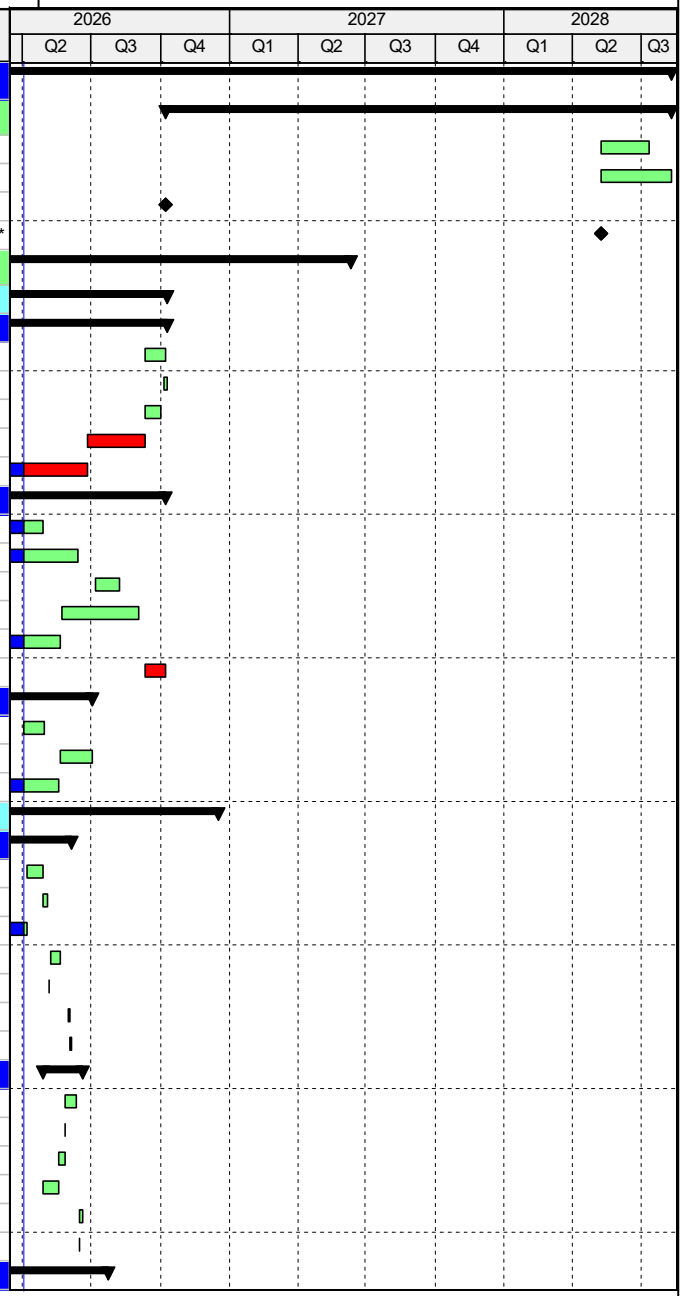
EXHIBIT “H”
Contract AMENDMENT #5
Project Schedule
City of Vancouver – Public Works Operations Center

Project Schedule - Data Date April 02, 2026, Run Date: April 08, 2026

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT - A Martin		728	29-Sep-25 A	09-Aug-28
EXECUTIVE SUMMARY		466	08-Oct-26	09-Aug-28
EXE143	City Move-in	44	09-May-28	11-Jul-28
EXE153	Building Correction of Work Period / Final Completion / Closeout	65	09-May-28	09-Aug-28
DES187	100% Construction Documents - IFC	0		08-Oct-26
EXE101	Substantial Construction Completion	0		08-May-28*
PRE-CONSTRUCTION		367	22-Dec-25 A	11-Jun-27
DESIGN		197	02-Jan-26 A	09-Oct-26
CONSTRUCTION DOCUMENTS (CD)		156	03-Mar-26 A	09-Oct-26
DES310	CD - 100% Development	20	11-Sep-26	08-Oct-26
DES320	CD - Estimate Reconciliation	5	05-Oct-26	09-Oct-26
DES315	CD - Milestone Estimate	16	11-Sep-26	02-Oct-26
DES305	CD - 85% Development	53	26-Jun-26	10-Sep-26
DES300	CD - 50% Development	80	03-Mar-26 A	25-Jun-26
AHJ ITEMS		196	02-Jan-26 A	08-Oct-26
DES262	AHJ - CPUD Design Submittal	40	03-Mar-26 A	27-Apr-26
DES405	AHJ - Traffic Signal Plan Review	110	05-Jan-26 A	12-Jun-26
DES252	AHJ - Agg Pier Permit	25	06-Jul-26	07-Aug-26
DES455	Civil - Engineering Review	71	22-May-26	01-Sep-26
DES404	Civil - Final Engineering Prep	80	02-Jan-26 A	21-May-26
DES414	AHJ - Submit for Building Permit	20	11-Sep-26	08-Oct-26
EARLY BID / PERMIT DOCUMENTS		90	25-Feb-26 A	01-Jul-26
DES250	Foundation Permit - Plumbing and Elect Review (Consultant)	20	02-Apr-26	29-Apr-26
DES270	AHJ - Foundation and Superstructure Permit Review	30	20-May-26	01-Jul-26
DES330	Early Superstructure Bid Set	60	25-Feb-26 A	19-May-26
CONTRACT AMENDMENTS		204	02-Mar-26 A	17-Dec-26
AGG PIERS BID GROUP (MACC 05 NEGOTIATIONS)		67	03-Mar-26 A	04-Jun-26
EW15340	Agg Pier - Receive Bids	15	07-Apr-26	27-Apr-26
EW15330	Agg Pier - PP - Skanska Prepare MACC 05	5	28-Apr-26	04-May-26
EW15310	Agg Pier - Bid Documents Complete	25	03-Mar-26 A	06-Apr-26
EWS457	Agg Pier - PP - COV Prepare Staff Report for Council	10	07-May-26	20-May-26
EWS447	Agg Pier - PP - Staff Report Due 6/6/2026	1	06-May-26*	06-May-26
EWS467	Agg Pier - PP - COV Council Review / Approval	1	01-Jun-26*	01-Jun-26
EWS477	Agg Pier - PP - Skanska Execute MACC 05	3	02-Jun-26	04-Jun-26
PEMB H1,H2 BID GROUP (MACC 06 NEGOTIATIONS)		37	28-Apr-26	18-Jun-26
EW16360	PEMB H1, H2 - COV Prepare Staff Report for Council	10	28-May-26	10-Jun-26
EW16350	PEMB H1, H2 - Staff Report Due 6/27/2026	1	27-May-26*	27-May-26
EW16340	PEMB H1, H2 - Skanska Prepare MACC 06	5	19-May-26	26-May-26
EW16330	PEMB H1, H2 - Receive Bids	15	28-Apr-26*	18-May-26
EW16380	PEMB H1, H2 - Skanska Execute MACC 06	3	16-Jun-26	18-Jun-26
EW16370	PEMB H1, H2 - COV Council Review / Approval	1	15-Jun-26*	15-Jun-26
FOUNDATION/SUPERSTRUCTURE/EARTHWORK - (MACC 06 NEGOTIATIONS)		102	02-Mar-26 A	23-Jul-26

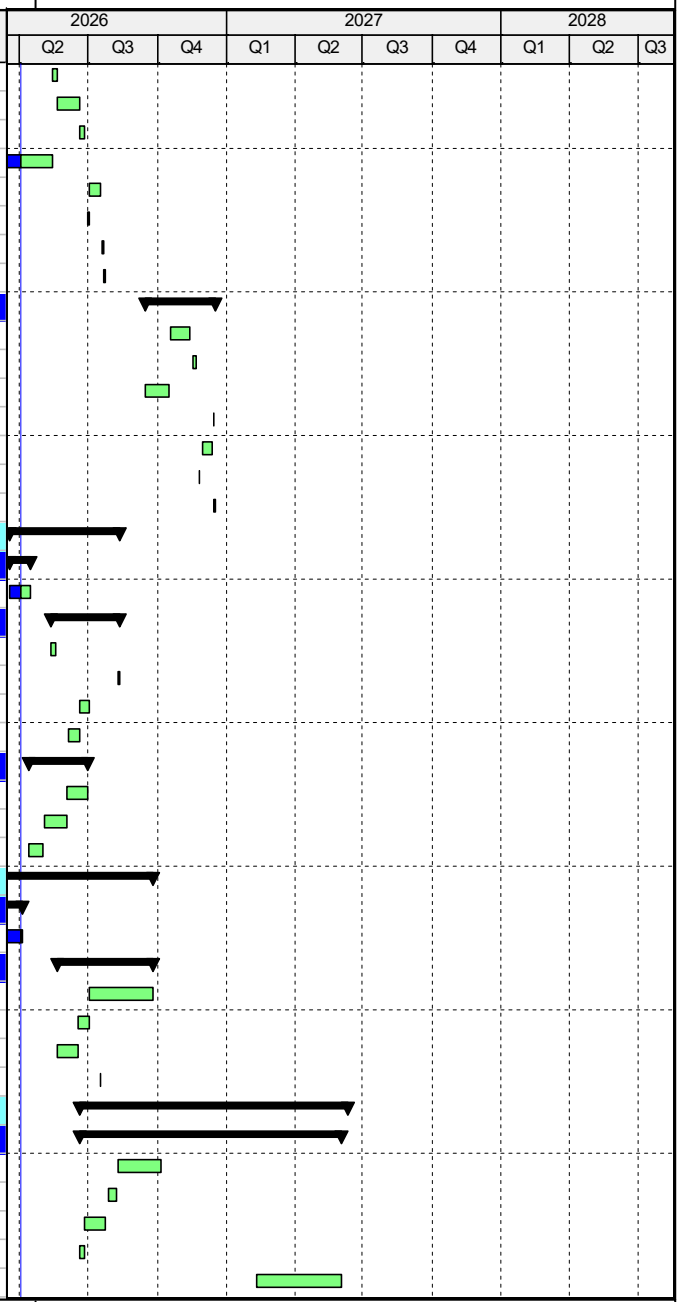


Remaining Level of Effort
Actual Work
Actual Level of Effort
Remaining ...

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

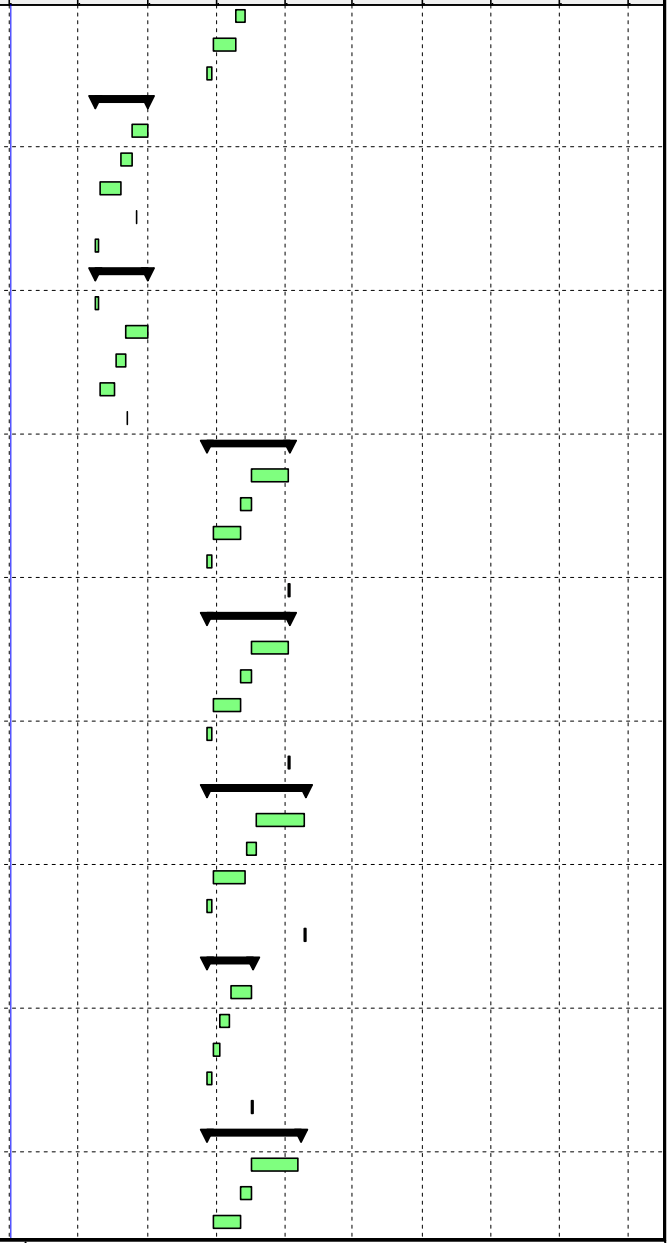
Activity ID	Activity Name	Original Duration	Start	Finish
EW16290	F&S - PP QAQC Docs (SKA & TCF)	5	14-May-26	20-May-26
EW16190	F&S - Receive Bids	20	21-May-26	18-Jun-26
EW16200	F&S - Skanska Prepare MACC 06	5	19-Jun-26	25-Jun-26
EW16180	F&S - Bid Documents Complete	53	02-Mar-26 A	13-May-26
EWS797	F&S - COV Prepare Staff Report for Council	10	02-Jul-26	16-Jul-26
EWS787	F&S - COV Staff Report	1	01-Jul-26*	01-Jul-26
EWS807	F&S - COV Council Review / Approval	1	20-Jul-26*	20-Jul-26
EWS817	F&S - Skanska Execute MACC 06	3	21-Jul-26	23-Jul-26
FINAL BID GROUP (GMP NEGOTIATIONS)		67	14-Sep-26	17-Dec-26
EW15370	GMP - Receive Bids	20	19-Oct-26	13-Nov-26
EW15380	GMP - Skanska Prepare GMP	5	16-Nov-26	20-Nov-26
EW15360	GMP - Bid Documents Complete	25	14-Sep-26	16-Oct-26
EWS507	GMP - COV Council Review / Approval	1	14-Dec-26*	14-Dec-26
EWS497	GMP - COV Prepare Staff Report for Council	10	30-Nov-26	11-Dec-26
EWS487	GMP - COV Staff Report	1	25-Nov-26*	25-Nov-26
EWS517	GMP - Skanska Execute GMP	3	15-Dec-26	17-Dec-26
EARLY WORK PROCUREMENT		102	18-Mar-26 A	10-Aug-26
BP 23A Geo Exchange		20	18-Mar-26 A	14-Apr-26
EW14580	Early Work - PP - Geo Exchange - Fab / Deliver	20	18-Mar-26 A	14-Apr-26
BP 31C Aggregate Piers		63	12-May-26	10-Aug-26
EWS297	Early Work - PP - Agg Piers - Prepare / Execute Subcontract Agreement	5	12-May-26	18-May-26
EW14600	Early Work - PP - Agg Piers - Mobilization	1	10-Aug-26	10-Aug-26
EW14590	Early Work - PP - Agg Piers - Design Team Review / Approve	10	19-Jun-26	02-Jul-26
EW14510	Early Work - PP - Agg Piers - Prepare / Submit Engineering	10	05-Jun-26	18-Jun-26
BP 03A H&J Foundations		55	13-Apr-26	29-Jun-26
EW16371	H&J Foundations - Fab / Deliver	20	02-Jun-26	29-Jun-26
EW16361	H&J Foundations - Review / Approve	20	04-May-26	01-Jun-26
EW16351	H&J Foundations - Prepare / Submit	15	13-Apr-26*	01-May-26
MCCM ECCM PROCUREMENT		182	22-Dec-25 A	25-Sep-26
BP 23A MC/CM		5	22-Dec-25 A	03-Apr-26
EWS557	Prepare / Execute Subcontract Agreement	5	22-Dec-25 A	03-Apr-26
BP 26A EC/CM		90	20-May-26	25-Sep-26
EW16270	Fab/Deliver	60	02-Jul-26	25-Sep-26
EW16260	Review / Approve	10	18-Jun-26	01-Jul-26
EW16250	Prepare / Submit Submittals	20	20-May-26	17-Jun-26
EW16280	Mobilization	1	17-Jul-26	17-Jul-26
PROCUREMENT		249	19-Jun-26	11-Jun-27
BP 05A PEMB		241	19-Jun-26	01-Jun-27
EW15600	Fab/Deliver	40	10-Aug-26	05-Oct-26
EW15590	Review / Approve	10	27-Jul-26	07-Aug-26
EW15580	Prepare / Submit Submittals	20	26-Jun-26	24-Jul-26
EWS567	Prepare / Execute Subcontract Agreement	5	19-Jun-26	25-Jun-26
EW16410	05B Fab/Deliver	80	09-Feb-27	01-Jun-27



Remaining Level of Effort
Actual Work
Actual Level of Effort
Remaining ...

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - Print Date: 08-Apr-26, Data Date: 02-Apr-26

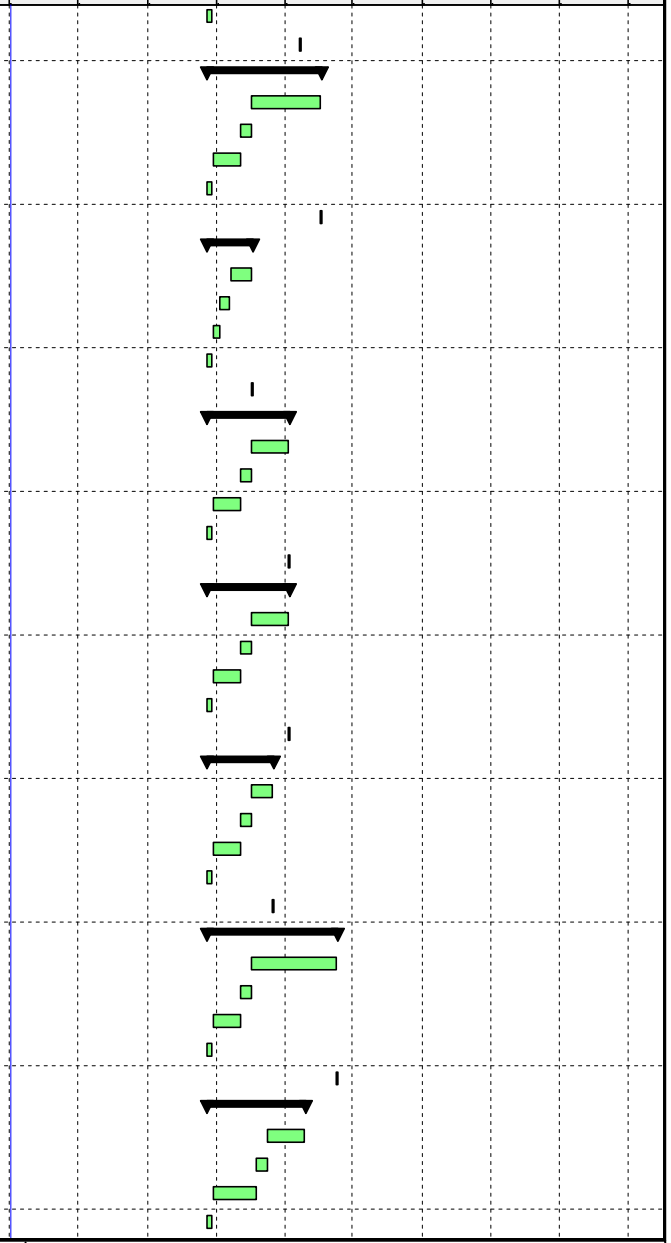
Activity ID	Activity Name	Original Duration	Start	Finish
EW16400	05B Review / Approve	10	26-Jan-27	08-Feb-27
EW16390	05B Prepare / Submit Submittals	20	28-Dec-26	25-Jan-27
EW16140	05B Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
BP 23B Underslab Plumbing		48	24-Jul-26	30-Sep-26
EW16431	Fab/Deliver	15	10-Sep-26	30-Sep-26
EW16421	Review / Approve	10	26-Aug-26	09-Sep-26
EW16411	Prepare / Submit Submittals	20	29-Jul-26	25-Aug-26
EW16441	Mobilization	1	17-Sep-26	17-Sep-26
EWS937	Prepare / Execute Subcontract Agreement	3	24-Jul-26	28-Jul-26
BP 03A Foundations and Superstructure		48	24-Jul-26	30-Sep-26
EWS827	Prepare / Execute Subcontract Agreement	3	24-Jul-26	28-Jul-26
EW15560	Fab/Deliver	20	02-Sep-26	30-Sep-26
EW15550	Review / Approve	10	19-Aug-26	01-Sep-26
EW15540	Prepare / Submit Submittals	15	29-Jul-26	18-Aug-26
EW15530	Mobilization	1	04-Sep-26	04-Sep-26
BP 04A Masonry		78	18-Dec-26	08-Apr-27
EW15840	Fab/Deliver	35	16-Feb-27	05-Apr-27
EW15830	Review / Approve	10	02-Feb-27	15-Feb-27
EW15820	Prepare / Submit Submittals	25	28-Dec-26	01-Feb-27
EWS627	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW15810	Mobilization	3	06-Apr-27	08-Apr-27
BP 05B Misc Metals		78	18-Dec-26	08-Apr-27
EW15880	Fab/Deliver	35	16-Feb-27	05-Apr-27
EW15870	Review / Approve	10	02-Feb-27	15-Feb-27
EW15860	Prepare / Submit Submittals	25	28-Dec-26	01-Feb-27
EWS637	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW15850	Mobilization	3	06-Apr-27	08-Apr-27
BP 06A Casework and Finished Carpentry		93	18-Dec-26	29-Apr-27
EW15920	Fab/Deliver	45	23-Feb-27	26-Apr-27
EW15910	Review / Approve	10	09-Feb-27	22-Feb-27
EW15900	Prepare / Submit Submittals	30	28-Dec-26	08-Feb-27
EWS647	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW15890	Mobilization	3	27-Apr-27	29-Apr-27
BP 07A Waterproofing		43	18-Dec-26	18-Feb-27
EW15640	Fab/Deliver	20	19-Jan-27	15-Feb-27
EW15630	Review / Approve	10	05-Jan-27	18-Jan-27
EW15620	Prepare / Submit Submittals	5	28-Dec-26	04-Jan-27
EWS577	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW15610	Mobilization	3	16-Feb-27	18-Feb-27
BP 07B Roofing and Accessories		88	18-Dec-26	22-Apr-27
EW15960	Fab/Deliver	45	16-Feb-27	19-Apr-27
EW15950	Review / Approve	10	02-Feb-27	15-Feb-27
EW15940	Prepare / Submit Submittals	25	28-Dec-26	01-Feb-27



Remaining Level of Effort
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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
EWS657	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW15930	Mobilization	3	20-Apr-27	22-Apr-27
BP 08B Windows, Glazing and Openings		108	18-Dec-26	20-May-27
EW16000	Fab/Deliver	65	16-Feb-27	17-May-27
EW15990	Review / Approve	10	02-Feb-27	15-Feb-27
EW15980	Prepare / Submit Submittals	25	28-Dec-26	01-Feb-27
EWS667	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW15970	Mobilization	3	18-May-27	20-May-27
BP 09A Framing and Drywall		43	18-Dec-26	18-Feb-27
EW16040	Fab/Deliver	20	19-Jan-27	15-Feb-27
EW16030	Review / Approve	10	05-Jan-27	18-Jan-27
EW16020	Prepare / Submit Submittals	5	28-Dec-26	04-Jan-27
EWS677	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW16010	Mobilization	3	16-Feb-27	18-Feb-27
BP 09B Resilient Flooring		78	18-Dec-26	08-Apr-27
EW15720	Fab/Deliver	35	16-Feb-27	05-Apr-27
EW15710	Review / Approve	10	02-Feb-27	15-Feb-27
EW15700	Prepare / Submit Submittals	25	28-Dec-26	01-Feb-27
EWS597	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW15690	Mobilization	3	06-Apr-27	08-Apr-27
BP 09C Tile		78	18-Dec-26	08-Apr-27
EW15760	Fab/Deliver	35	16-Feb-27	05-Apr-27
EW15750	Review / Approve	10	02-Feb-27	15-Feb-27
EW15740	Prepare / Submit Submittals	25	28-Dec-26	01-Feb-27
EWS607	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW15730	Mobilization	3	06-Apr-27	08-Apr-27
BP 09G Paing and Wall Coverings		63	18-Dec-26	18-Mar-27
EW16080	Fab/Deliver	20	16-Feb-27	15-Mar-27
EW16070	Review / Approve	10	02-Feb-27	15-Feb-27
EW16060	Prepare / Submit Submittals	25	28-Dec-26	01-Feb-27
EWS687	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW16050	Mobilization	3	16-Mar-27	18-Mar-27
BP 10A Misc Specialties and Elevators		123	18-Dec-26	11-Jun-27
EW15680	Fab/Deliver	80	16-Feb-27	08-Jun-27
EW15670	Review / Approve	10	02-Feb-27	15-Feb-27
EW15660	Prepare / Submit Submittals	25	28-Dec-26	01-Feb-27
EWS587	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW15650	Mobilization	3	09-Jun-27	11-Jun-27
BP 21A Fire Protection		93	18-Dec-26	29-Apr-27
EW15800	Fab/Deliver	35	09-Mar-27	26-Apr-27
EW15790	Review / Approve	10	23-Feb-27	08-Mar-27
EW15780	Prepare / Submit Submittals	40	28-Dec-26	22-Feb-27
EWS617	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26

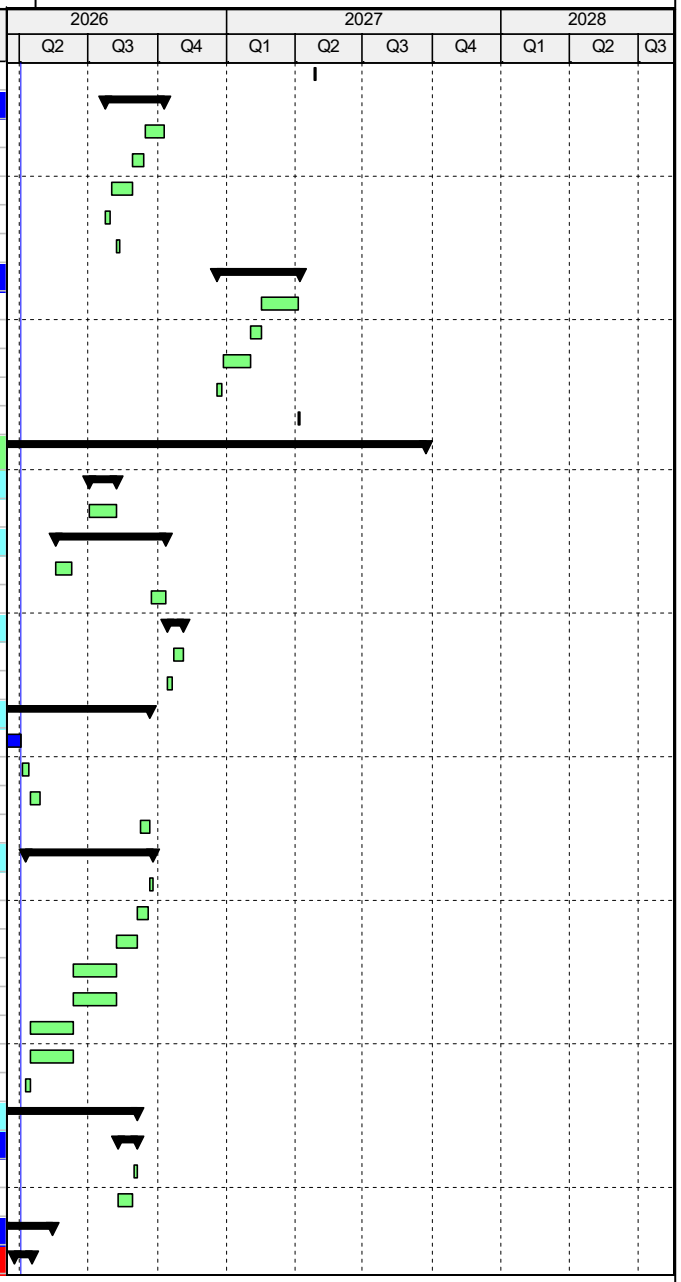


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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

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Activity ID	Activity Name	Original Duration	Start	Finish
EW15770	Mobilization	3	27-Apr-27	29-Apr-27
BP 31D Final Earthwork and Utilities		55	24-Jul-26	09-Oct-26
EW15440	Fab/Deliver	20	14-Sep-26	09-Oct-26
EW15410	Review / Approve	10	28-Aug-26	11-Sep-26
EW15400	Prepare / Submit Submittals	20	31-Jul-26	27-Aug-26
EWS527	Prepare / Execute Subcontract Agreement	5	24-Jul-26	30-Jul-26
EW15390	Mobilization	3	07-Aug-26	11-Aug-26
BP 32B Landscaping		78	18-Dec-26	08-Apr-27
EW16120	Fab/Deliver	35	16-Feb-27	05-Apr-27
EW16110	Review / Approve	10	02-Feb-27	15-Feb-27
EW16100	Prepare / Submit Submittals	25	28-Dec-26	01-Feb-27
EWS697	Prepare / Execute Subcontract Agreement	5	18-Dec-26	24-Dec-26
EW16090	Mobilization	3	06-Apr-27	08-Apr-27
EARLY WORK CONSTRUCTION		505	29-Sep-25 A	23-Sep-27
EARLY SITE WORK		25	02-Jul-26	06-Aug-26
EW16451	Install Early Sanitary Main S-01 to S-06	25	02-Jul-26*	06-Aug-26
EARLY WORK FENCING		103	18-May-26	12-Oct-26
EW15090	Install Chainlink & Barbed Wire Fence (North Boundary)	15	18-May-26	08-Jun-26
EW15040	Install Chainlink Fence (North Boundary)	15	22-Sep-26	12-Oct-26
EARLY IRRIGATION & PLANTING		17	13-Oct-26	04-Nov-26
EW15130	Retaining Wall Tree Planting	10	22-Oct-26	04-Nov-26
EW15120	Retaining Wall Irrigation	7	13-Oct-26	21-Oct-26
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		149	20-Feb-26 A	21-Sep-26
EW16401	Laboratory Review	10	20-Feb-26 A	02-Apr-26
EW16381	Removal of Clearance Sampling Contaminated Soils	7	03-Apr-26	13-Apr-26
EW1200	Removal of Existing Septic Tank	10	14-Apr-26	27-Apr-26
EW15180	Reconstruct North Gravel Access Road	10	08-Sep-26	21-Sep-26
EARLY WORK GEO EXCHANGE		120	08-Apr-26	25-Sep-26
EW14960	Early Work - PP - Geo Exchange - Backfill & Grade Geo Exchange Pad	5	21-Sep-26	25-Sep-26
EW14950	Early Work - PP - Geo Exchange - Install Vaults	10	04-Sep-26	18-Sep-26
EW14930	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 3)	20	07-Aug-26	03-Sep-26
EW14920	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 4)	40	11-Jun-26	06-Aug-26
EW14910	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 2)	40	11-Jun-26	06-Aug-26
EW14900	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 5)	40	15-Apr-26	10-Jun-26
EW14890	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 1)	40	15-Apr-26	10-Jun-26
EW14750	Early Work - PP - Geo Exchange - Mobilization	5	08-Apr-26	14-Apr-26
SITE RETAINING WALLS		127	10-Mar-26 A	04-Sep-26
MSE RETAINING WALL (WALL #01)		20	10-Aug-26	04-Sep-26
A14020	Backfill Wall 1	5	31-Aug-26	04-Sep-26
A14010	Install MSE Wall 1	15	10-Aug-26	28-Aug-26
SOLDIER PILE RETAINING WALL (WALL #2)		49	10-Mar-26 A	15-May-26
RETAINING WALL UPPER		17	25-Mar-26 A	16-Apr-26

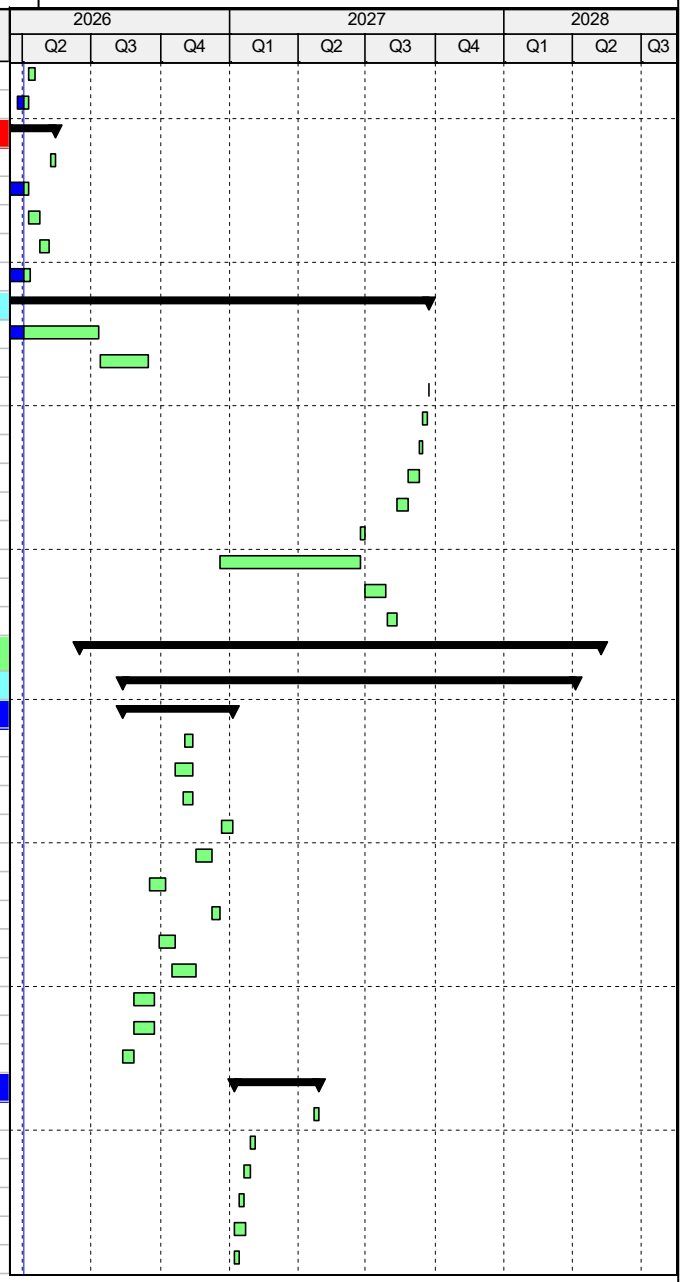


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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

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Activity ID	Activity Name	Original Duration	Start	Finish
A2930	Shot-crete Wall	7	08-Apr-26	16-Apr-26
A2920	Install Retaining Wall Rebar	10	25-Mar-26 A	07-Apr-26
RETAINING WALL LOWER		49	10-Mar-26 A	15-May-26
A14090	Shot-crete Wall	7	07-May-26	15-May-26
A14080	Install Timber Lagging	10	10-Mar-26 A	08-Apr-26
A14060	Install Drain Mat	10	09-Apr-26	22-Apr-26
A14050	Install Retaining Wall Rebar	10	23-Apr-26	06-May-26
A14040	Excavate for Retaining Walls	15	10-Mar-26 A	09-Apr-26
NEW INTERSECTION / TRAFFIC SIGNAL		505	29-Sep-25 A	23-Sep-27
A14570	Complete Intersection / Signal Design	42	29-Sep-25 A	10-Jul-26
A14590	Submit for Permit	45	13-Jul-26	14-Sep-26
A14670	Final Inspection	2	22-Sep-27	23-Sep-27
A14660	Final Striping of Roadway / Intersection	5	15-Sep-27	21-Sep-27
A14650	Asphalt as Needed	3	10-Sep-27	14-Sep-27
A14640	F/R/P Curb & Sidewalk	10	26-Aug-27	09-Sep-27
A14630	Install Signal Arm & Equipment	10	12-Aug-27	25-Aug-27
A14600	Demo Existing Sidewalk	5	23-Jun-27	29-Jun-27
A14580	Procure Signal Arm / Equipment	130	18-Dec-26	22-Jun-27
A14610	Install Signal Arm / Equipment Raceway	20	30-Jun-27	28-Jul-27
A14620	Install Signal Arm / Equipment Foundations	10	29-Jul-27	11-Aug-27
CONSTRUCTION		482	16-Jun-26	08-May-28
BUILDING A		418	12-Aug-26	04-Apr-28
BUILDING A - FOUNDATIONS		100	12-Aug-26	05-Jan-27
A1720	Building A - Set / Install Anchor Bolts and Embeds	10	02-Nov-26	13-Nov-26
A1710	Building A - Install Foundation Rebar	18	21-Oct-26	13-Nov-26
A1810	Building A - Pour Foundations / Elevator Pits	11	30-Oct-26	13-Nov-26
A1461	Building A - Install Radon Under-Slab Exhaust Pipes and Pits	10	21-Dec-26	05-Jan-27
A1700	Building A - Waterproof Elevator Pits AE1 / AE2	14	17-Nov-26	08-Dec-26
A13990	Building A - Excavate Foundations	15	17-Sep-26	07-Oct-26
A1680	Building A - Backfill / Fine Grade Building Pad	8	09-Dec-26	18-Dec-26
A1670	Building A - Install Underslab Utilities	15	29-Sep-26	19-Oct-26
A1010	Building A - Form Footings / Elevator Pits	22	16-Oct-26	16-Nov-26
A1690	Building A - Underslab MEP Coordination	20	26-Aug-26	23-Sep-26
A1660	Building A - Install Agg-Piers	20	26-Aug-26	23-Sep-26
A1650	Building A - Grade Building Pad	10	12-Aug-26	25-Aug-26
BUILDING A - SLAB-ON-GRADE (SOG)		81	06-Jan-27	28-Apr-27
A1030	Building A - Perimeter Slab Pourbacks	5	22-Apr-27	28-Apr-27
A1080	Building A - Pour SOG	5	29-Jan-27	04-Feb-27
A1070	Building A - Install SOG Rebar	7	20-Jan-27	28-Jan-27
A1060	Building A - Install Vapor Barrier	4	14-Jan-27	19-Jan-27
A1050	Building A - Set MEP to Grade / Set Blockouts	13	06-Jan-27	22-Jan-27
A1040	Building A - Install Underslab Insulation	5	06-Jan-27	12-Jan-27

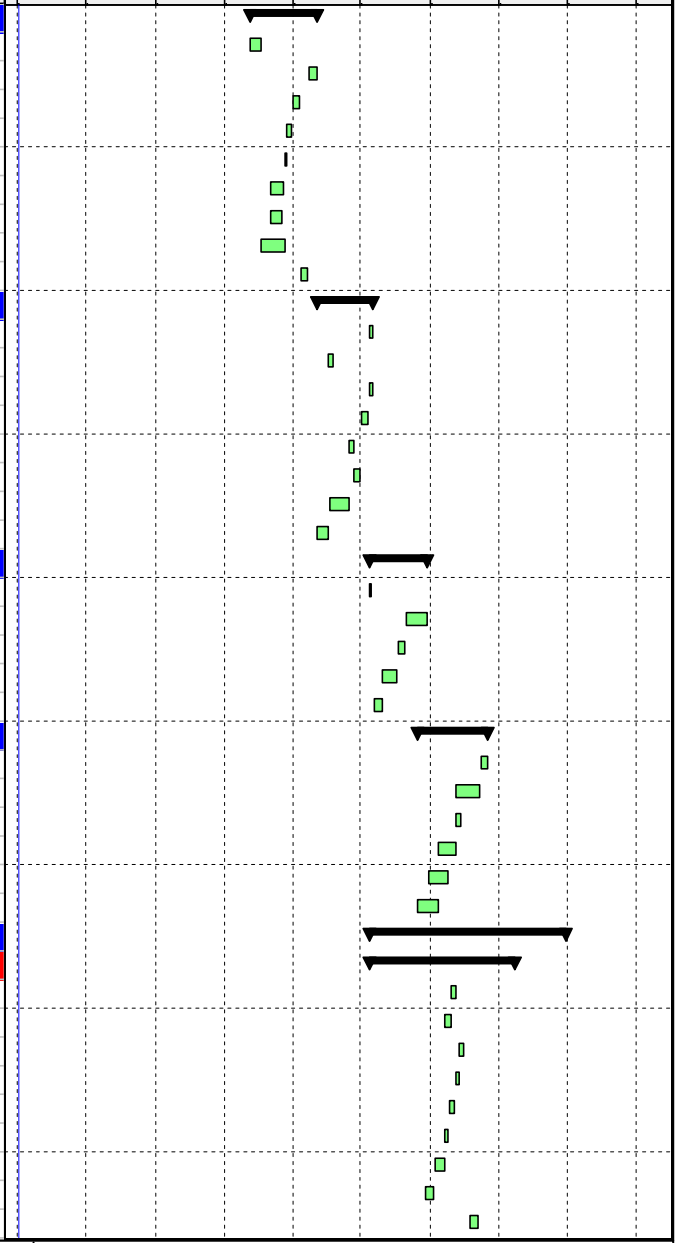


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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

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Activity ID	Activity Name	Original Duration	Start	Finish
BUILDING A - TILT PANELS		62	04-Feb-27	03-May-27
A15112	Building A - Tilt Panels - Grade and Pour Casting Beds	10	04-Feb-27	18-Feb-27
A14110	Building A - Tilt Panels - Weld Panel Clips	8	22-Apr-27	03-May-27
A13970	Building A - Tilt Panels - Cure & Prep	7	01-Apr-27	09-Apr-27
A13960	Building A - Tilt Panels - Pour / Finish Upside Panel	6	24-Mar-27	31-Mar-27
A13950	Building A - Tilt Panels - Inspection	2	22-Mar-27	23-Mar-27
A13940	Building A - Tilt Panels - Conduit & Up Embeds	12	04-Mar-27	19-Mar-27
A13930	Building A - Tilt Panels - Rebar	12	03-Mar-27	18-Mar-27
A13920	Building A - Tilt Panels - Form Panel & Install Down Embeds	22	19-Feb-27	22-Mar-27
A13980	Building A - Tilt Panels - Erect / Align / Lift in Place Tilt Panels	8	12-Apr-27	21-Apr-27
BUILDING A - ELEVATED DECKS		52	04-May-27	16-Jul-27
A1790	Building A - Install Stairs	5	12-Jul-27	16-Jul-27
A1800	Building A - Remove Tilt Braces	5	18-May-27	25-May-27
A1780	Building A - Cure of SOMD	5	12-Jul-27	16-Jul-27
A1770	Building A - Pour Concrete Deck	6	01-Jul-27	09-Jul-27
A1760	Building A - Install Reinforcement and Shear Studs	5	15-Jun-27	21-Jun-27
A1750	Building A - Install Edgeforms and Block-outs	7	22-Jun-27	30-Jun-27
A1740	Building A - Install Metal Decking	17	20-May-27	14-Jun-27
A1730	Building A - Steel Columns / Beams / Perimeter Steel	10	04-May-27	17-May-27
BUILDING A - ROOF STRUCTURE		55	12-Jul-27	27-Sep-27
A1180	Building A - Layout and Survey	3	12-Jul-27	14-Jul-27
A1220	Building A - Install Roofing System	20	30-Aug-27	27-Sep-27
A1210	Building A - Install Curbing & Cut Deck at Roof Penetrations	7	19-Aug-27	27-Aug-27
A1200	Building A - Install Roof Decking	15	29-Jul-27	18-Aug-27
A1190	Building A - Install Girders / Joist / Perimeter Steel	10	19-Jul-27	30-Jul-27
BUILDING A - EXTERIOR SYSTEM		66	14-Sep-27	16-Dec-27
A1280	Building A - Install Exterior Lighting and Signage	8	07-Dec-27	16-Dec-27
A1270	Building A - Install Roll-up Doors	20	05-Nov-27	06-Dec-27
A1260	Building A - Install Exterior Doors and Hardware	4	05-Nov-27	10-Nov-27
A1250	Building A - Install Window System	18	12-Oct-27	04-Nov-27
A1240	Building A - Apply Exterior Coatings	20	28-Sep-27	25-Oct-27
A1230	Building A - Clean & Prep Panels	20	14-Sep-27	11-Oct-27
BUILDING A - INTERIORS BUILDOUT		182	12-Jul-27	28-Mar-28
BUILDING A - 1ST FLOOR BUILDOUT		135	12-Jul-27	21-Jan-28
A1500	Building A - Grind and Polish Floors	5	29-Oct-27	04-Nov-27
A1450	Building A - Install Doors and Hardware	7	20-Oct-27	28-Oct-27
A1470	Building A - Install Cabinets & Casework	5	09-Nov-27	15-Nov-27
A1430	Building A - Install Ceiling Tile	4	03-Nov-27	08-Nov-27
A1410	Building A - Install MEP Devices	6	26-Oct-27	02-Nov-27
A1400	Building A - Install Device Tile	4	20-Oct-27	25-Oct-27
A1390	Building A - Install Ceiling Grid	8	08-Oct-27	19-Oct-27
A1380	Building A - Prime and Paint	8	24-Sep-27	05-Oct-27
A1475	Building A - Install Misc Accessories	7	23-Nov-27	03-Dec-27

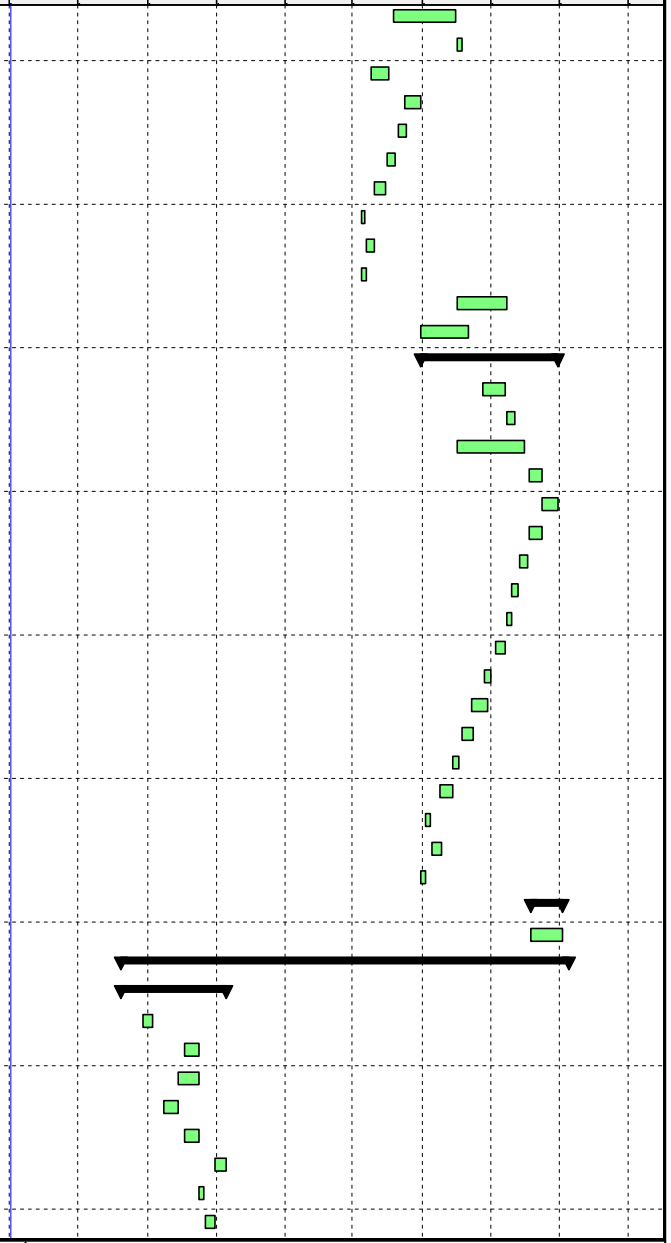


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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

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Activity ID	Activity Name	Original Duration	Start	Finish
A1460	Building A - Buildout Restrooms	60	23-Aug-27	15-Nov-27
A1440	Building A - Install Flooring and Base	5	16-Nov-27	22-Nov-27
A1320	Building A - Install CMU Walls Adjacent to Drive Isles	18	26-Jul-27	18-Aug-27
A1360	Building A - H/T/F Gyp	15	08-Sep-27	28-Sep-27
A1350	Building A - Rough-in MEP at Walls	8	30-Aug-27	09-Sep-27
A1340	Building A - Layout and Frame Walls	8	16-Aug-27	25-Aug-27
A1330	Building A - Rough-in Over head MEP	12	29-Jul-27	13-Aug-27
A1310	Building A - Install Framing Top Track	5	12-Jul-27	16-Jul-27
A1300	Building A - Install Monokote	10	19-Jul-27	30-Jul-27
A1290	Building A - Install MEP Hangers	6	12-Jul-27	19-Jul-27
A1490	Building A - Install Elevator AE2	45	16-Nov-27	21-Jan-28
A1370	Building A - Install Elevator AE1	45	28-Sep-27	01-Dec-27
BUILDING A - 2ND FLOOR BUILDOUT		127	28-Sep-27	28-Mar-28
A14940	Building A - Grind and Polish Floors	20	20-Dec-27	18-Jan-28
A14800	Building A - Install Doors and Hardware	8	21-Jan-28	01-Feb-28
A14730	Building A - Buildout Restrooms	60	17-Nov-27	14-Feb-28
A14840	Building A - Install Cabinets & Casework	12	21-Feb-28	07-Mar-28
A14850	Building A - Install Misc Accessories	15	08-Mar-28	28-Mar-28
A14830	Building A - Install Flooring and Base	12	21-Feb-28	07-Mar-28
A14820	Building A - Install Ceiling Tile	10	07-Feb-28	18-Feb-28
A14810	Building A - Install MEP Devices	6	28-Jan-28	04-Feb-28
A14790	Building A - Install Device Tile	5	21-Jan-28	27-Jan-28
A14780	Building A - Install Ceiling Grid	10	07-Jan-28	20-Jan-28
A14770	Building A - Prime and Paint	7	22-Dec-27	31-Dec-27
A14750	Building A - H/T/F Gyp	15	06-Dec-27	27-Dec-27
A14740	Building A - Rough-in MEP at Walls	8	24-Nov-27	07-Dec-27
A14720	Building A - Layout and Frame Walls	7	10-Nov-27	18-Nov-27
A14710	Building A - Rough-in Over head MEP	12	25-Oct-27	09-Nov-27
A14680	Building A - Install Framing Top Track	5	06-Oct-27	12-Oct-27
A14690	Building A - Install Monokote	10	13-Oct-27	26-Oct-27
A1480	Building A - Install MEP Hangers	6	28-Sep-27	05-Oct-27
BUILDING A - COMMISSIONING / PUNCHLIST		30	23-Feb-28	04-Apr-28
A1170	Building A - Commissioning / Punchlist	30	23-Feb-28	04-Apr-28
BUILDING B		415	26-Aug-26	13-Apr-28
BUILDING B - FOUNDATIONS		95	26-Aug-26	12-Jan-27
B14050	Building B - Underslab MEP Coordination	10	24-Sep-26	07-Oct-26
B15142	Building B - Set / Install Anchor Bolts and Embeds	10	20-Nov-26	07-Dec-26
B15122	Building B - Install Foundation Rebar	18	10-Nov-26	07-Dec-26
B14080	Building B - Excavate Foundations	15	22-Oct-26	11-Nov-26
B15132	Building B - Pour Foundations / Elevator Pits	11	19-Nov-26	07-Dec-26
B15041	Building B - Install Radon Under-Slab Exhaust Pipes and Pits	10	29-Dec-26	12-Jan-27
B14040	Building B - Waterproof Elevator Pit BE1	5	09-Dec-26	15-Dec-26
B14030	Building B - Backfill / Fine Grade Building Pad	8	16-Dec-26	28-Dec-26

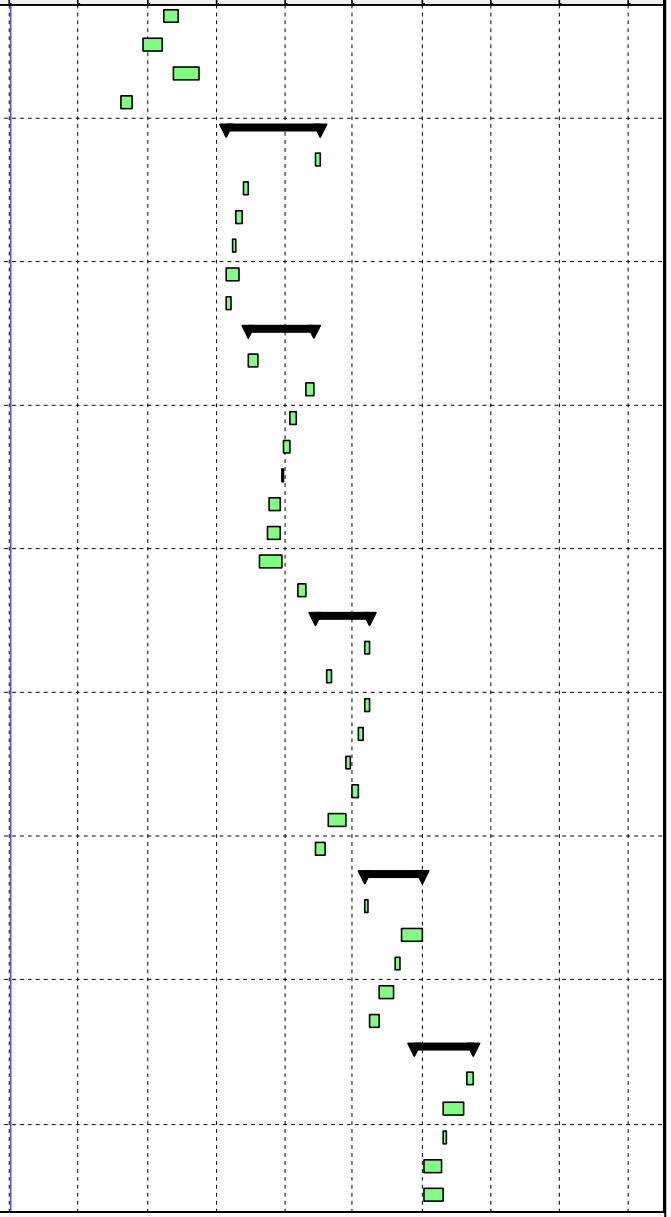


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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

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Activity ID	Activity Name	Original Duration	Start	Finish
B14010	Building B - Install Underslab Utilities	15	22-Oct-26	11-Nov-26
B14000	Building B - Install Agg-Piers	20	24-Sep-26	21-Oct-26
B14020	Building B - Form Footings / Elevator Pit	22	05-Nov-26	08-Dec-26
B13990	Building B - Grade Building Pad	10	26-Aug-26	09-Sep-26
BUILDING B - SLAB-ON-GRADE (SOG)		89	13-Jan-27	17-May-27
B14190	Building B - Perimeter Slab Pourbacks	5	11-May-27	17-May-27
B15196	Building B - Pour SOG	5	05-Feb-27	11-Feb-27
B15195	Building B - Install SOG Rebar	7	27-Jan-27	04-Feb-27
B15194	Building B - Install Vapor Barrier	4	21-Jan-27	26-Jan-27
B15193	Building B - Set MEP to Grade / Set Blockouts	13	13-Jan-27	29-Jan-27
B15192	Building B - Install Underslab Insulation	5	13-Jan-27	19-Jan-27
BUILDING B - TILTS PANELS		62	11-Feb-27	10-May-27
B15102	Building B - Tilt Panels - Grade and Pour Casting Beds	10	11-Feb-27	25-Feb-27
B14170	Building B - Tilt Panels - Weld Panel Clips	8	29-Apr-27	10-May-27
B14150	Building B - Tilt Panels - Cure & Prep	7	08-Apr-27	16-Apr-27
B13991	Building B - Tilt Panels - Pour / Finish Upside Panel	6	31-Mar-27	07-Apr-27
B13980	Building B - Tilt Panels - Inspection	2	29-Mar-27	30-Mar-27
B13970	Building B - Tilt Panels - Conduit & Up Embeds	12	11-Mar-27	26-Mar-27
B14140	Building B - Tilt Panels - Rebar	12	10-Mar-27	25-Mar-27
B14130	Building B - Tilt Panels - Form Panel & Install Down Embeds	22	26-Feb-27	29-Mar-27
B14160	Building B - Tilt Panels - Erect / Align / Lift in Place Tilt Panels	8	19-Apr-27	28-Apr-27
BUILDING B - ELEVATED DECKS		51	11-May-27	22-Jul-27
B14270	Building B - Install Stairs	5	16-Jul-27	22-Jul-27
B14210	Building B - Remove Tilt Braces	5	26-May-27	01-Jun-27
B14260	Building B - Cure of SOMD	5	16-Jul-27	22-Jul-27
B14250	Building B - Pour Concrete Deck	5	09-Jul-27	15-Jul-27
B14230	Building B - Install Reinforcement and Shear Studs	5	22-Jun-27	28-Jun-27
B14240	Building B - Install Edgeforms and Block-outs	7	29-Jun-27	08-Jul-27
B14220	Building B - Install Metal Decking	17	28-May-27	21-Jun-27
B14200	Building B - Steel Columns / Beams / Perimeter Steel	10	11-May-27	25-May-27
BUILDING B - ROOF STRUCTURE		55	16-Jul-27	01-Oct-27
B14280	Building B - Layout and Survey	3	16-Jul-27	20-Jul-27
B14320	Building B - Install Roofing System	20	03-Sep-27	01-Oct-27
B14310	Building B - Install Curbing & Cut Deck at Roof Penetrations	7	25-Aug-27	02-Sep-27
B14300	Building B - Install Roof Decking	15	04-Aug-27	24-Aug-27
B14290	Building B - Install Girders / Joist / Perimeter Steel	10	23-Jul-27	05-Aug-27
BUILDING B - EXTERIOR SYSTEM		56	20-Sep-27	08-Dec-27
B14380	Building B - Install Exterior Lighting and Signage	8	29-Nov-27	08-Dec-27
B14370	Building B - Install Roll-up Doors	20	28-Oct-27	24-Nov-27
B14360	Building B - Install Exterior Doors and Hardware	4	28-Oct-27	02-Nov-27
B14350	Building B - Install Window System	18	04-Oct-27	27-Oct-27
B14340	Building B - Apply Exterior Coatings	20	04-Oct-27	29-Oct-27

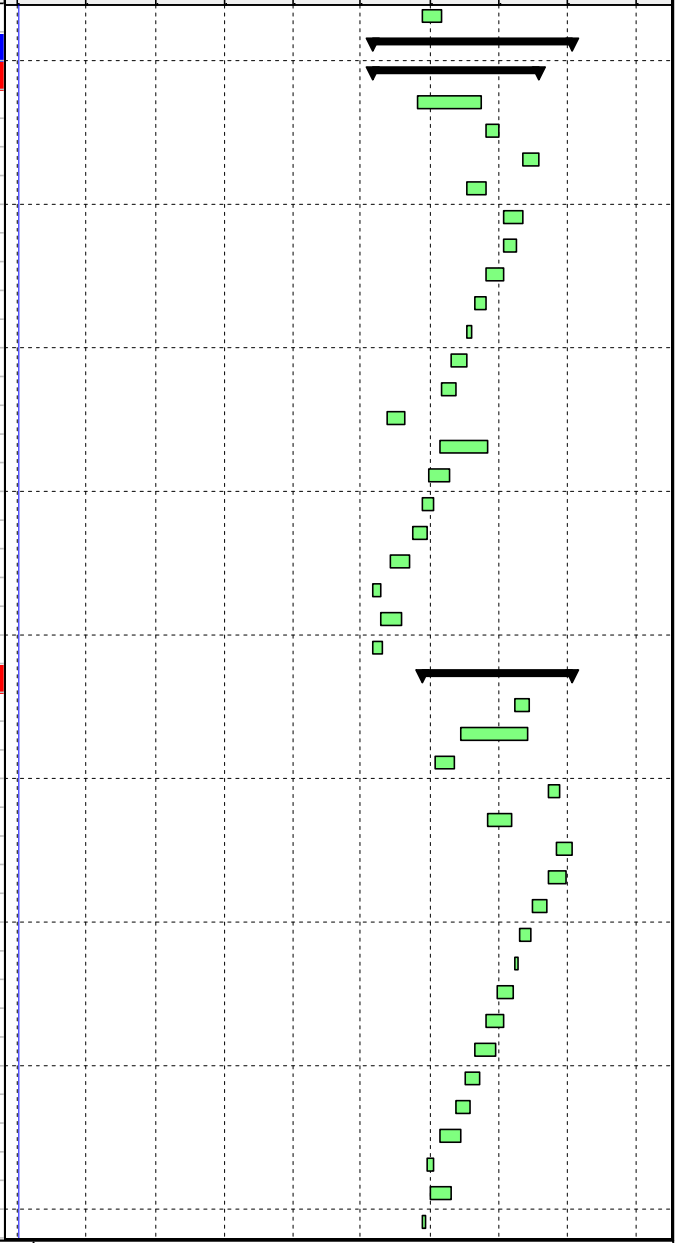


Remaining Level of Effort
Actual Work
Actual Level of Effort
Remaining ...

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
B14330	Building B - Clean & Prep Panels	20	20-Sep-27	15-Oct-27
BUILDING B - INTERIORS BUILDOUT		185	16-Jul-27	06-Apr-28
BUILDING B - 1ST FLOOR BUILDOUT		153	16-Jul-27	22-Feb-28
B14460	Building B - Buildout Restrooms	60	14-Sep-27	08-Dec-27
B14700	Building B - Grind and Polish Floors	12	14-Dec-27	30-Dec-27
B14565	Building B - Install Misc Accessories	15	02-Feb-28	22-Feb-28
B14520	Building B - Install Doors and Hardware	15	19-Nov-27	13-Dec-27
B14550	Building B - Install Flooring and Base	18	07-Jan-28	01-Feb-28
B14560	Building B - Install Cabinets & Casework	12	07-Jan-28	24-Jan-28
B14540	Building B - Install Ceiling Tile	15	15-Dec-27	06-Jan-28
B14530	Building B - Install MEP Devices	12	29-Nov-27	14-Dec-27
B14510	Building B - Install Device Tile	4	19-Nov-27	24-Nov-27
B14500	Building B - Install Ceiling Grid	15	29-Oct-27	18-Nov-27
B14490	Building B - Prime and Paint	15	15-Oct-27	04-Nov-27
B14420	Building B - Install CMU Walls Adjacent to Drive Isles	18	04-Aug-27	27-Aug-27
B14480	Building B - Install Elevator	45	13-Oct-27	16-Dec-27
B14470	Building B - H/T/F Gyp	20	29-Sep-27	26-Oct-27
B14450	Building B - Rough-in MEP at Walls	12	21-Sep-27	06-Oct-27
B14440	Building B - Layout and Frame Walls	15	07-Sep-27	27-Sep-27
B14430	Building B - Rough-in Over head MEP	20	09-Aug-27	03-Sep-27
B14400	Building B - Install Framing Top Track	8	16-Jul-27	27-Jul-27
B14410	Building B - Install Monokote	20	28-Jul-27	24-Aug-27
B14390	Building B - Install MEP Hangers	10	16-Jul-27	29-Jul-27
BUILDING B - 2ND FLOOR BUILDOUT		140	20-Sep-27	06-Apr-28
B14980	Building B - Install Doors and Hardware	15	21-Jan-28	10-Feb-28
B14910	Building B - Buildout Restrooms	60	10-Nov-27	07-Feb-28
B14880	Building B - Install CMU Walls Adjacent to Drive Isles	18	08-Oct-27	02-Nov-27
B15020	Building B - Install Cabinets & Casework	12	06-Mar-28	21-Mar-28
B15040	Building B - Grind and Polish Floors	20	17-Dec-27	17-Jan-28
B15030	Building B - Install Misc Accessories	15	17-Mar-28	06-Apr-28
B15010	Building B - Install Flooring and Base	18	06-Mar-28	29-Mar-28
B15000	Building B - Install Ceiling Tile	15	14-Feb-28	03-Mar-28
B14990	Building B - Install MEP Devices	12	27-Jan-28	11-Feb-28
B14970	Building B - Install Device Tile	4	21-Jan-28	26-Jan-28
B14960	Building B - Install Ceiling Grid	15	30-Dec-27	20-Jan-28
B14950	Building B - Prime and Paint	15	15-Dec-27	06-Jan-28
B14930	Building B - H/T/F Gyp	20	29-Nov-27	27-Dec-27
B14920	Building B - Rough-in MEP at Walls	12	17-Nov-27	06-Dec-27
B14900	Building B - Layout and Frame Walls	15	03-Nov-27	23-Nov-27
B14890	Building B - Rough-in Over head MEP	20	13-Oct-27	09-Nov-27
B14860	Building B - Install Framing Top Track	8	27-Sep-27	06-Oct-27
B14870	Building B - Install Monokote	20	01-Oct-27	28-Oct-27
B14575	Building B - Install MEP Hangers	5	20-Sep-27	24-Sep-27

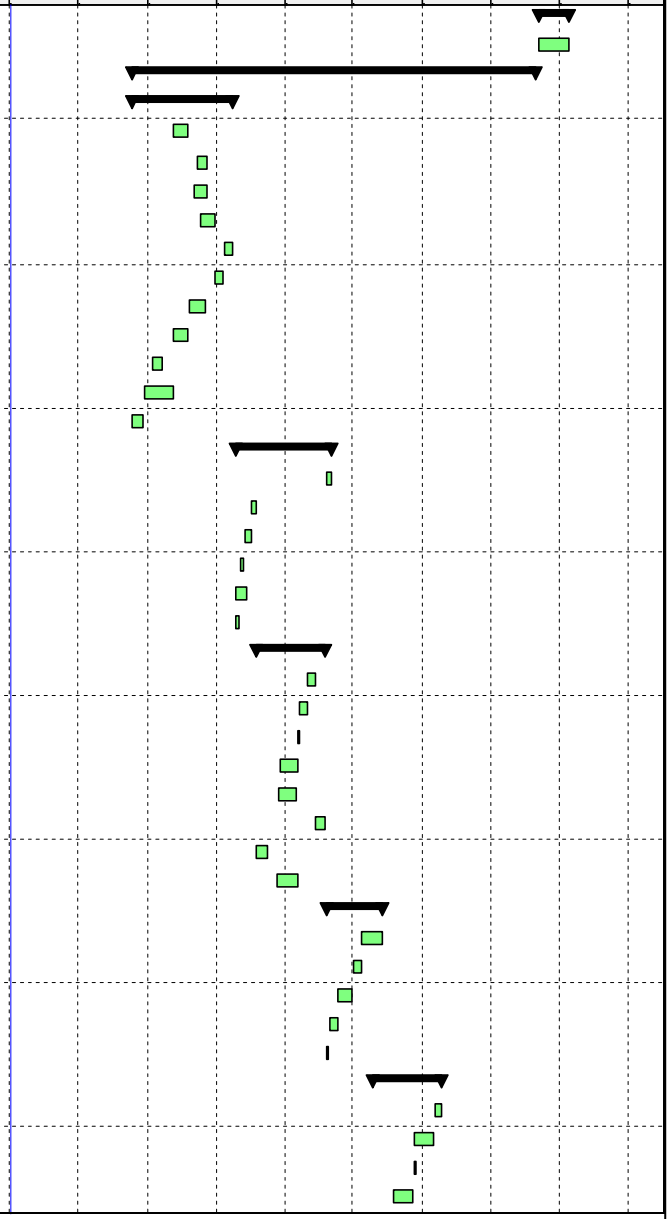


Remaining Level of Effort
Actual Work
Actual Level of Effort
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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
BUILDING B - COMMISSIONING & PUNCHLIST		30	03-Mar-28	13-Apr-28
B1240	Building B - Commissioning / Punchlist	30	03-Mar-28	13-Apr-28
BUILDING C		372	10-Sep-26	28-Feb-28
BUILDING C - FOUNDATIONS		93	10-Sep-26	22-Jan-27
C14095	Building C - Excavate Foundations	15	04-Nov-26	24-Nov-26
C15172	Building C - Set / Install Anchor Bolts and Embeds	10	07-Dec-26	18-Dec-26
C15152	Building C - Install Foundation Rebar	13	02-Dec-26	18-Dec-26
C15162	Building C - Pour Foundations	11	11-Dec-26	28-Dec-26
C15042	Building C - Install Radon Under-Slab Exhaust Pipes and Pits	10	11-Jan-27	22-Jan-27
C14120	Building C - Backfill / Fine Grade Building Pad	8	29-Dec-26	08-Jan-27
C14110	Building C - Form Footings	15	25-Nov-26	17-Dec-26
C14100	Building C - Install Underslab Utilities	15	04-Nov-26	24-Nov-26
C14140	Building C - Underslab MEP Coordination	10	08-Oct-26	21-Oct-26
C14090	Building C - Install Agg-Piers	27	28-Sep-26	03-Nov-26
C14080	Building C - Grade Building Pad	12	10-Sep-26	25-Sep-26
BUILDING C - SLAB-ON-GRADE (SOG)		91	25-Jan-27	01-Jun-27
C14922	Building C - Perimeter Slab Pourbacks	5	26-May-27	01-Jun-27
C15246	Building C - Pour SOG	5	17-Feb-27	23-Feb-27
C15236	Building C - Install SOG Rebar	7	08-Feb-27	16-Feb-27
C15226	Building C - Install Vapor Barrier	4	02-Feb-27	05-Feb-27
C15216	Building C - Set MEP to Grade / Set Blockouts	13	25-Jan-27	10-Feb-27
C15206	Building C - Install Underslab Insulation	5	25-Jan-27	29-Jan-27
BUILDING C - TILT PANELS		65	23-Feb-27	25-May-27
C15082	Building C Tilt Panels - Cure & Prep	7	30-Apr-27	11-May-27
C14020	Building C Tilt Panels - Pour / Finish Upside Panel	7	21-Apr-27	30-Apr-27
C14010	Building C Tilt Panels - Inspection	2	19-Apr-27	21-Apr-27
C14000	Building C Tilt Panels - Conduit & Up Embeds	17	25-Mar-27	19-Apr-27
C15072	Building C Tilt Panels - Rebar	17	24-Mar-27	16-Apr-27
C15052	Building C Tilt Panels - Erect / Align / Lift in Place Tilt Panels	10	11-May-27	25-May-27
C15092	Building C Tilt Panels - Grade and Pour Casting Beds	10	23-Feb-27	09-Mar-27
C15062	Building C Tilt Panels - Form Panel & Install Down Embeds	20	22-Mar-27	19-Apr-27
BUILDING C - ROOF STRUCTURE		53	26-May-27	09-Aug-27
C14990	Building C - Install Roofing System	20	13-Jul-27	09-Aug-27
C14980	Building C - Install Curbing & Cut Deck at Roof Penetrations	7	01-Jul-27	12-Jul-27
C14970	Building C - Install Roof Decking	15	10-Jun-27	30-Jun-27
C14960	Building C - Install Girders / Joist / Perimeter Steel	10	31-May-27	11-Jun-27
C14950	Building C - Layout and Survey	3	26-May-27	28-May-27
BUILDING C - EXTERIOR SYSTEM		66	27-Jul-27	27-Oct-27
C15050	Building C - Install Exterior Lighting and Signage	8	18-Oct-27	27-Oct-27
C15040	Building C - Install Roll-up Doors	20	20-Sep-27	15-Oct-27
C15030	Building C - Install Exterior Doors and Hardware	4	20-Sep-27	23-Sep-27
C15020	Building C - Install Window System	18	24-Aug-27	17-Sep-27



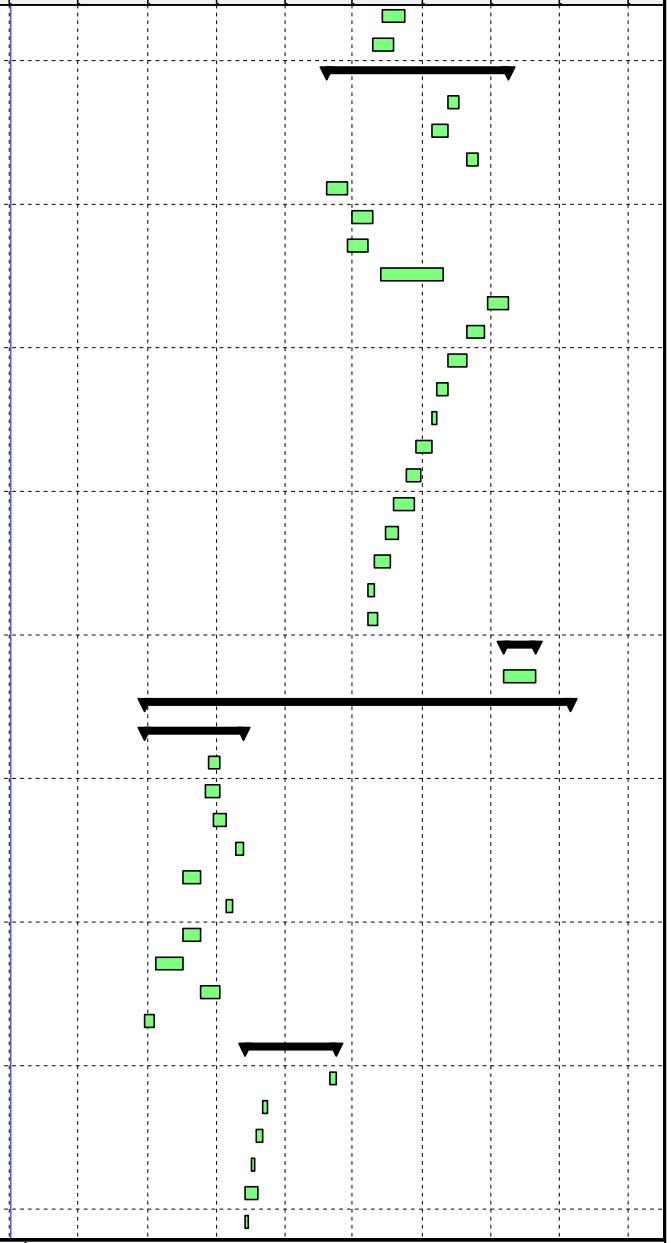
Remaining Level of Effort
Actual Work
Actual Level of Effort
Remaining ...

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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
C15010	Building C - Apply Exterior Coatings	20	10-Aug-27	07-Sep-27
C15000	Building C - Clean & Prep Panels	20	27-Jul-27	23-Aug-27
BUILDING C - INTERIORS BUILDOUT		168	26-May-27	24-Jan-28
C14300	Building C - Grind and Polish Floors	12	04-Nov-27	19-Nov-27
C14280	Building C - Install Doors and Hardware	15	14-Oct-27	03-Nov-27
C14330	Building C - Install Cabinets & Casework	12	30-Nov-27	15-Dec-27
C14190	Building C - Rough-in Over head MEP	20	26-May-27	22-Jun-27
C14180	Building C - Install CMU Walls	18	30-Jun-27	26-Jul-27
C14170	Building C - Prime and Paint Overhead Structure	20	23-Jun-27	21-Jul-27
C14210	Building C - Buildout Restrooms	60	06-Aug-27	29-Oct-27
C14340	Building C - Install Misc Accessories and CFCI / OFCI Equipment	20	27-Dec-27	24-Jan-28
C14320	Building C - Install Flooring and Base	18	30-Nov-27	23-Dec-27
C14310	Building C - Install Ceiling Tile	15	05-Nov-27	29-Nov-27
C14290	Building C - Install MEP Devices	12	20-Oct-27	04-Nov-27
C14270	Building C - Install Device Tile	4	14-Oct-27	19-Oct-27
C14260	Building C - Install Ceiling Grid	15	23-Sep-27	13-Oct-27
C14250	Building C - Prime and Paint	15	09-Sep-27	29-Sep-27
C14230	Building C - H/T/F Gyp	20	23-Aug-27	20-Sep-27
C14220	Building C - Rough-in MEP at Walls	12	13-Aug-27	30-Aug-27
C14200	Building C - Layout and Frame Walls	15	30-Jul-27	19-Aug-27
C14160	Building C - Install Framing Top Track	8	20-Jul-27	29-Jul-27
C14150	Building C - Install MEP Hangers	10	20-Jul-27	02-Aug-27
BUILDING C - COMMISSIONING & PUNCHLIST		30	18-Jan-28	28-Feb-28
C1310	Building C - Commissioning / Punchlist	30	18-Jan-28	28-Feb-28
BUILDING D		394	28-Sep-26	14-Apr-28
BUILDING D - FOUNDATIONS		91	28-Sep-26	05-Feb-27
D15202	Building D - Set / Install Anchor Bolts and Embeds	10	21-Dec-26	05-Jan-27
D15182	Building D - Install Foundation Rebar	13	16-Dec-26	05-Jan-27
D15192	Building D - Pour Foundations	11	28-Dec-26	12-Jan-27
D15043	Building D - Install Radon Under-Slab Exhaust Pipes and Pits	10	25-Jan-27	05-Feb-27
D14260	Building D - Excavate Foundations	15	18-Nov-26	10-Dec-26
D14210	Building D - Backfill / Fine Grade Building Pad	8	13-Jan-27	22-Jan-27
D14190	Building D - Install Underslab Utilities	15	18-Nov-26	10-Dec-26
D14180	Building D - Install Agg-Piers	27	12-Oct-26	17-Nov-26
D14200	Building D - Form Footings	15	11-Dec-26	04-Jan-27
D14170	Building D - Grade Building Pad	10	28-Sep-26	09-Oct-26
BUILDING D - SLAB-ON-GRADE (SOG)		87	08-Feb-27	09-Jun-27
D15102	Building D - Perimeter Slab Pourbacks	7	01-Jun-27	09-Jun-27
D15296	Building D - Pour SOG	5	03-Mar-27	09-Mar-27
D15286	Building D - Install SOG Rebar	7	22-Feb-27	02-Mar-27
D15276	Building D - Install Vapor Barrier	4	16-Feb-27	19-Feb-27
D15266	Building D - Set MEP to Grade / Set Blockouts	13	08-Feb-27	24-Feb-27
D15256	Building D - Install Underslab Insulation	5	08-Feb-27	12-Feb-27

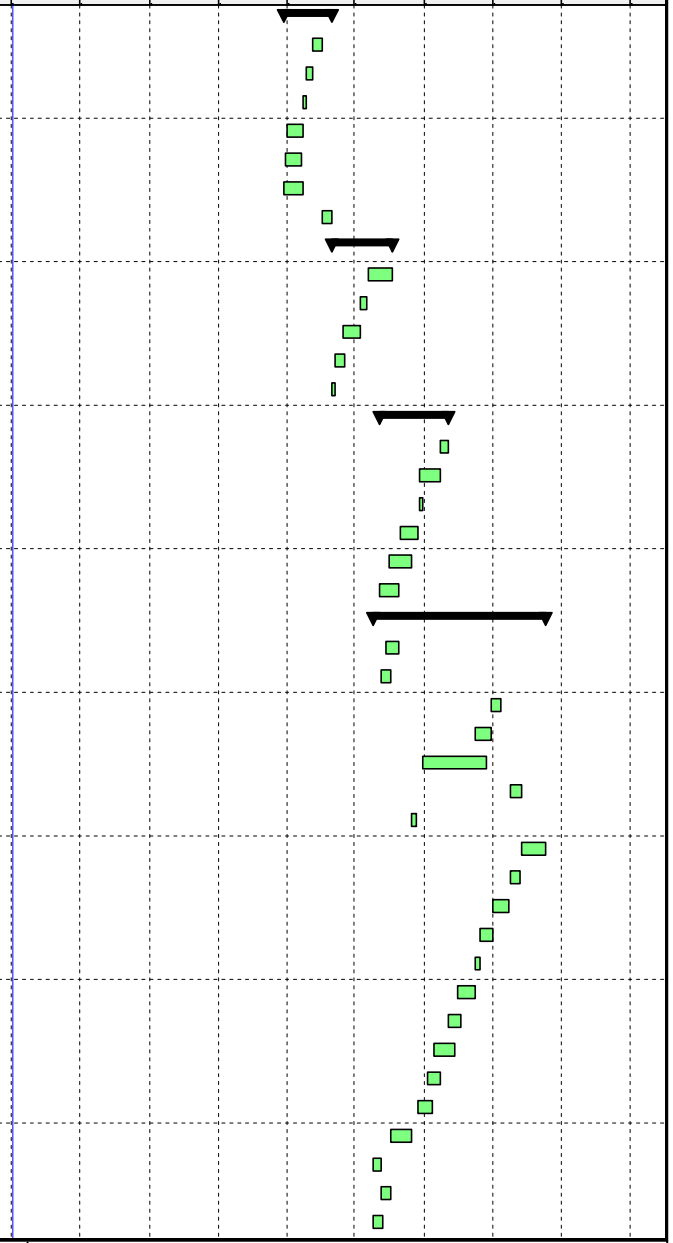


Remaining Level of Effort
Actual Work
Actual Level of Effort
Remaining ...

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
BUILDING D - TILT PANELS		45	29-Mar-27	31-May-27
D14240	Building D Tilt Panels - Cure & Prep	7	06-May-27	17-May-27
D14050	Building D Tilt Panels - Pour / Finish Upside Panel	8	26-Apr-27	06-May-27
D14040	Building D Tilt Panels - Inspection	2	22-Apr-27	26-Apr-27
D14030	Building D Tilt Panels - Conduit & Up Embeds	15	01-Apr-27	22-Apr-27
D14230	Building D Tilt Panels - Rebar	15	31-Mar-27	21-Apr-27
D14480	Building D Tilt Panels - Form Panel & Install Down Embeds	18	29-Mar-27	22-Apr-27
D14250	Building D Tilt Panels - Erect / Align / Lift in Place Tilt Panels	10	17-May-27	31-May-27
BUILDING D - ROOF STRUCTURE		58	01-Jun-27	20-Aug-27
D15100	Building D - Install Roofing System	25	19-Jul-27	20-Aug-27
D15090	Building D - Install Curbing & Cut Deck at Roof Penetrations	7	08-Jul-27	16-Jul-27
D15080	Building D - Install Roof Decking	15	16-Jun-27	07-Jul-27
D15070	Building D - Install Girders / Joist / Perimeter Steel	10	04-Jun-27	17-Jun-27
D15060	Building D - Layout and Survey	3	01-Jun-27	03-Jun-27
BUILDING D - EXTERIOR SYSTEM		66	02-Aug-27	02-Nov-27
D15210	Building D - Install Exterior Lighting and Signage	8	22-Oct-27	02-Nov-27
D15200	Building D - Install Roll-up Doors	20	24-Sep-27	21-Oct-27
D15190	Building D - Install Exterior Doors and Hardware	4	24-Sep-27	29-Sep-27
D15180	Building D - Install Window System	18	30-Aug-27	23-Sep-27
D15170	Building D - Apply Exterior Coatings	20	16-Aug-27	13-Sep-27
D15160	Building D - Clean & Prep Panels	20	02-Aug-27	27-Aug-27
BUILDING D - INTERIORS BUILDOUT		160	26-Jul-27	10-Mar-28
D14300	Building D - Install CMU Walls at Salt Storage	12	12-Aug-27	27-Aug-27
D14360	Building D - Build Mezzanine Structure	10	05-Aug-27	18-Aug-27
D14420	Building D - Grind and Polish Floors (Just the Restrooms)	7	30-Dec-27	10-Jan-28
D14400	Building D - Install Doors and Hardware	15	08-Dec-27	29-Dec-27
D14330	Building D - Buildout Restrooms	60	29-Sep-27	23-Dec-27
D14450	Building D - Install Cabinets & Casework	12	24-Jan-28	08-Feb-28
D14470	Building D - Prime and Paint Warehouse Ceiling	5	15-Sep-27	21-Sep-27
D14460	Building D - Install Misc Accessories and CFCI / OFCI Equipment	25	07-Feb-28	10-Mar-28
D14440	Building D - Install Flooring and Base	10	24-Jan-28	04-Feb-28
D14430	Building D - Install Ceiling Tile	15	31-Dec-27	21-Jan-28
D14410	Building D - Install MEP Devices	12	14-Dec-27	30-Dec-27
D14390	Building D - Install Device Tile	4	08-Dec-27	13-Dec-27
D14380	Building D - Install Ceiling Grid	15	15-Nov-27	07-Dec-27
D14370	Building D - Prime and Paint	15	01-Nov-27	19-Nov-27
D14350	Building D - H/T/F Gyp	20	14-Oct-27	10-Nov-27
D14340	Building D - Rough-in MEP at Walls	12	06-Oct-27	21-Oct-27
D14320	Building D - Layout and Frame Walls	15	22-Sep-27	12-Oct-27
D14310	Building D - Rough-in Over head MEP	20	17-Aug-27	14-Sep-27
D14280	Building D - Install Framing Top Track	8	26-Jul-27	04-Aug-27
D14290	Building D - Install Monokote	10	05-Aug-27	18-Aug-27
D14270	Building D - Install MEP Hangers	10	26-Jul-27	06-Aug-27

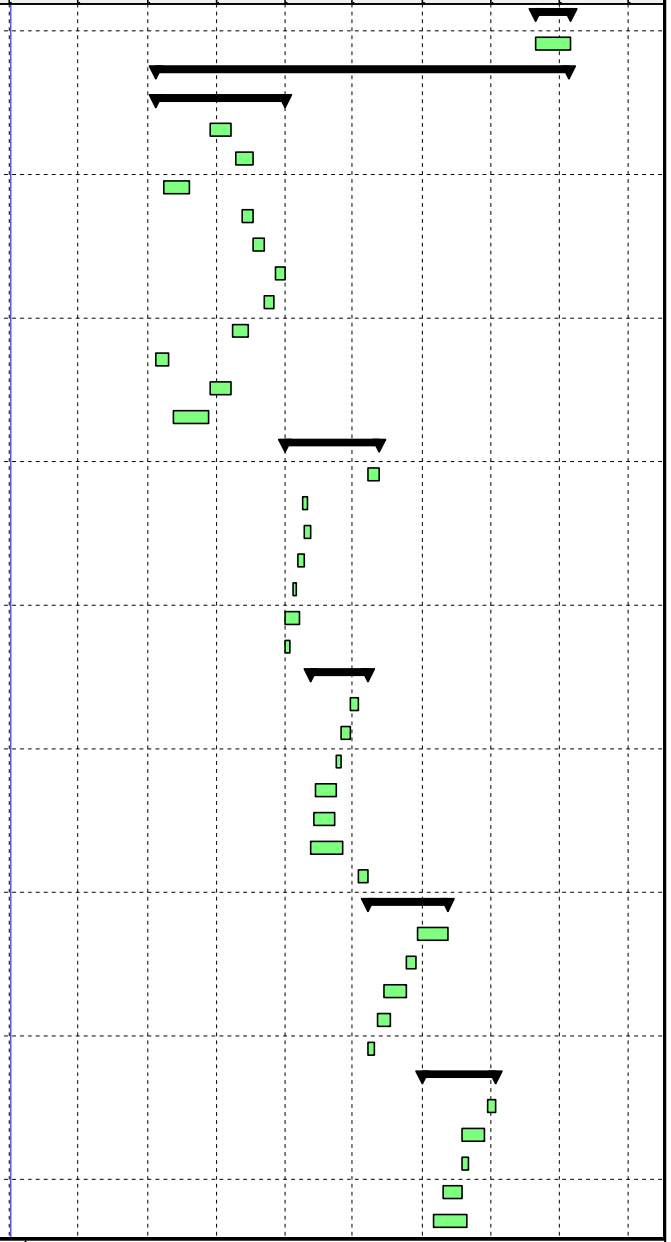


Remaining Level of Effort
Actual Work
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Remaining ...

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
BUILDING D - COMMISSIONING & PUNCHLIST		35	28-Feb-28	14-Apr-28
D1380	Building D - Commissioning / Punchlist	35	28-Feb-28	14-Apr-28
BUILDING E		383	12-Oct-26	13-Apr-28
BUILDING E - FOUNDATIONS		120	12-Oct-26	01-Apr-27
E14350	Building E - Excavate Foundations	20	22-Dec-26	20-Jan-27
E15212	Building E - Install Foundation Rebar	18	26-Jan-27	18-Feb-27
E14360	Building E - Building E - Underslab MEP Coordination	25	22-Oct-26	25-Nov-26
E15222	Building E - Pour Foundations	11	04-Feb-27	18-Feb-27
E15232	Building E - Set / Install Anchor Bolts and Embeds	10	19-Feb-27	04-Mar-27
E14320	Building E - Install Radon Under-Slab Exhaust Pipes and Pits	10	19-Mar-27	01-Apr-27
E14300	Building E - Backfill / Fine Grade Building Pad	10	05-Mar-27	18-Mar-27
E14290	Building E - Form Footings	17	21-Jan-27	12-Feb-27
E14260	Building E - Grade Building Pad	13	12-Oct-26	28-Oct-26
E14280	Building E - Install Underslab Utilities	20	22-Dec-26	20-Jan-27
E14270	Building E - Install Agg-Piers (Approx 1122 @ 7'-0" OC)	32	04-Nov-26	21-Dec-26
BUILDING E - SLAB-ON-GRADE (SOG)		87	02-Apr-27	04-Aug-27
D15220	Building E - Perimeter Slab Pourbacks	10	22-Jul-27	04-Aug-27
E15280	Building E - Radiant Piping	5	26-Apr-27	30-Apr-27
D15346	Building E - Pour SOG	7	28-Apr-27	06-May-27
D15336	Building E - Install SOG Rebar	7	19-Apr-27	27-Apr-27
D15326	Building E - Install Vapor Barrier	5	12-Apr-27	16-Apr-27
D15316	Building E - Set MEP to Grade / Set Blockouts	13	02-Apr-27	20-Apr-27
D15306	Building E - Install Underslab Insulation	5	02-Apr-27	08-Apr-27
BUILDING E - TILT PANELS		54	06-May-27	21-Jul-27
E14330	Building E Tilt Panels - Cure & Prep	7	28-Jun-27	07-Jul-27
E14080	Building E Tilt Panels - Pour / Finish Upside Panel	10	14-Jun-27	28-Jun-27
E14070	Building E Tilt Panels - Inspection	4	08-Jun-27	14-Jun-27
E14060	Building E Tilt Panels - Conduit & Up Embeds	20	11-May-27	08-Jun-27
E14630	Building E Tilt Panels - Rebar	20	10-May-27	07-Jun-27
E14620	Building E Tilt Panels - Form Panel & Install Down Embeds	30	06-May-27	17-Jun-27
E14340	Building E Tilt Panels - Erect / Align / Lift in Place Tilt Panels	10	07-Jul-27	21-Jul-27
BUILDING E - ROOF STRUCTURE		75	22-Jul-27	04-Nov-27
E15150	Building E - Install Roofing System	30	24-Sep-27	04-Nov-27
E15140	Building E - Install Curbing & Cut Deck at Roof Penetrations	10	10-Sep-27	23-Sep-27
E15130	Building E - Install Roof Decking	20	12-Aug-27	09-Sep-27
E15120	Building E - Install Girders / Joist / Perimeter Steel	15	02-Aug-27	20-Aug-27
E15110	Building E - Layout and Survey	7	22-Jul-27	30-Jul-27
BUILDING E - EXTERIOR SYSTEM		66	01-Oct-27	06-Jan-28
E15270	Building E - Install Exterior Lighting and Signage	8	27-Dec-27	06-Jan-28
E15260	Building E - Install Roll-up Doors	20	24-Nov-27	23-Dec-27
E15250	Building E - Install Exterior Doors and Hardware	4	24-Nov-27	01-Dec-27
E15240	Building E - Install Window System	18	29-Oct-27	23-Nov-27
E15230	Building E - Apply Exterior Coatings	30	15-Oct-27	29-Nov-27

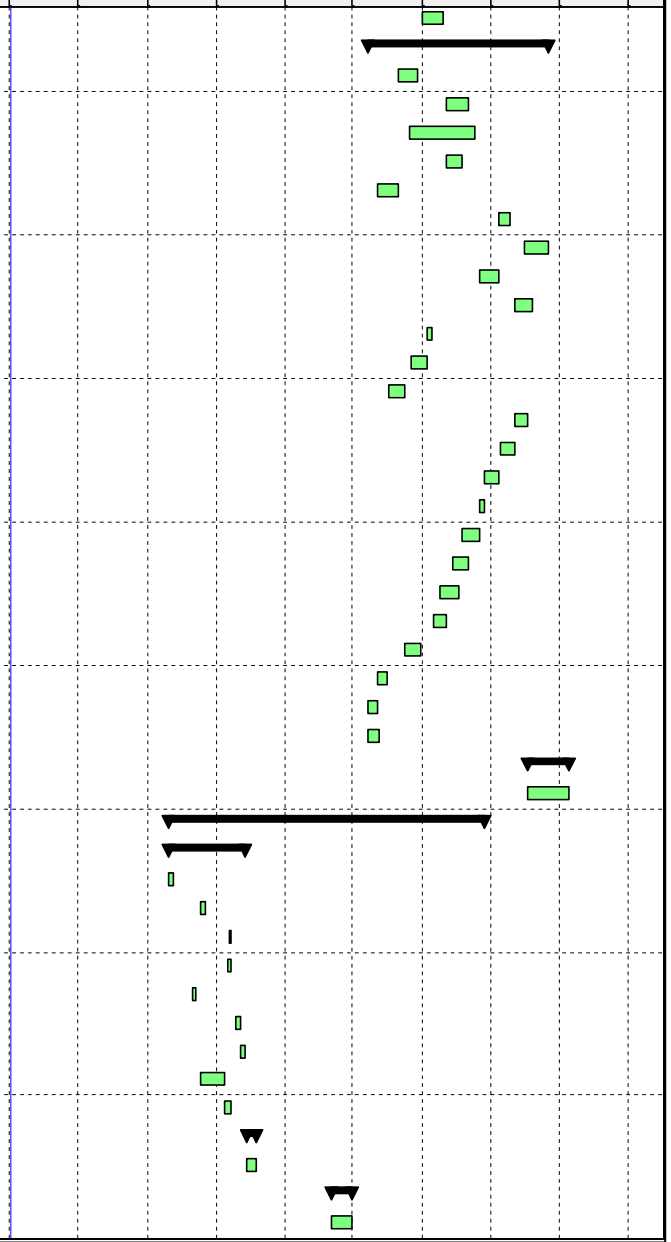


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Actual Work
Actual Level of Effort
Remaining ...

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
E15220	Building E - Clean & Prep Panels	20	01-Oct-27	28-Oct-27
BUILDING E - INTERIORS BUILDOUT		167	22-Jul-27	17-Mar-28
E14610	Building E - Install CMU at Chassis Wash	18	31-Aug-27	24-Sep-27
E14590	Building E - Install Bridge Crane Equipment	20	02-Nov-27	01-Dec-27
E14430	Building E - Buildout Restrooms	60	15-Sep-27	09-Dec-27
E14600	Building E - Install Chassis Wash Equipment	15	02-Nov-27	22-Nov-27
E14410	Building E - Rough-in Over head MEP	20	03-Aug-27	30-Aug-27
E14520	Building E - Grind and Polish Floors	12	11-Jan-28	26-Jan-28
E14560	Building E - Install Misc Accessories and CFCI /OFCI Equipment	25	14-Feb-28	17-Mar-28
E14500	Building E - Install Doors and Hardware	15	17-Dec-27	10-Jan-28
E14540	Building E - Install Flooring and Base	18	02-Feb-28	25-Feb-28
E14580	Building E - Prime and Paint Shop Ceiling	5	08-Oct-27	14-Oct-27
E14570	Building E - Rough- in OH MEP	15	17-Sep-27	07-Oct-27
E14460	Building E - Install Steel for Bridge Cranes	15	17-Aug-27	07-Sep-27
E14550	Building E - Install Cabinets & Casework	12	02-Feb-28	17-Feb-28
E14530	Building E - Install Ceiling Tile	15	12-Jan-28	01-Feb-28
E14510	Building E - Install MEP Devices	12	23-Dec-27	11-Jan-28
E14490	Building E - Install Device Tile	4	17-Dec-27	22-Dec-27
E14480	Building E - Install Ceiling Grid	15	24-Nov-27	16-Dec-27
E14470	Building E - Prime and Paint	15	10-Nov-27	02-Dec-27
E14450	Building E - H/T/F Gyp	20	25-Oct-27	19-Nov-27
E14440	Building E - Rough-in MEP at Walls	12	15-Oct-27	01-Nov-27
E14420	Building E - Layout and Frame Walls	15	08-Sep-27	28-Sep-27
E14400	Building E - Build Mezzanine Structure	10	03-Aug-27	16-Aug-27
E14380	Building E - Install Framing Top Track	8	22-Jul-27	02-Aug-27
E14370	Building E - Install MEP Hangers	10	22-Jul-27	04-Aug-27
BUILDING E - COMMISSIONING & PUNCHLIST		40	18-Feb-28	13-Apr-28
E1450	Building E - Commissioning / Punchlist	40	18-Feb-28	13-Apr-28
BUILDING F		291	29-Oct-26	22-Dec-27
BUILDING F - FOUNDATIONS		69	29-Oct-26	08-Feb-27
F14350	Building F - Grade Building Pad	5	29-Oct-26	04-Nov-26
F14440	Building F - Excavate Foundations	5	11-Dec-26	17-Dec-26
F15262	Building F - Set / Install Anchor Bolts and Embeds	3	18-Jan-27	20-Jan-27
F15242	Building F - Install Foundation Rebar	4	15-Jan-27	20-Jan-27
F14410	Building F - Underslab MEP Coordination	5	30-Nov-26	04-Dec-26
F15252	Building F - Pour Foundations	5	26-Jan-27	01-Feb-27
F14390	Building F - Backfill / Fine Grade Building Pad	5	02-Feb-27	08-Feb-27
F14370	Building F - Install Underslab Utilities /. Fuel Tanks	20	11-Dec-26	11-Jan-27
F14380	Building F - Form Footings	7	12-Jan-27	20-Jan-27
BUILDING F - SLAB-ON-GRADE (SOG)		10	09-Feb-27	22-Feb-27
F1470	Building F - F/R/P Slab on Grade	10	09-Feb-27	22-Feb-27
BUILDING F - PRE-ENGINEERED STRUCTURE		20	02-Jun-27	29-Jun-27
F14400	Building F - Building F PEMB - Install Pre-Engineered Metal Building	20	02-Jun-27	29-Jun-27

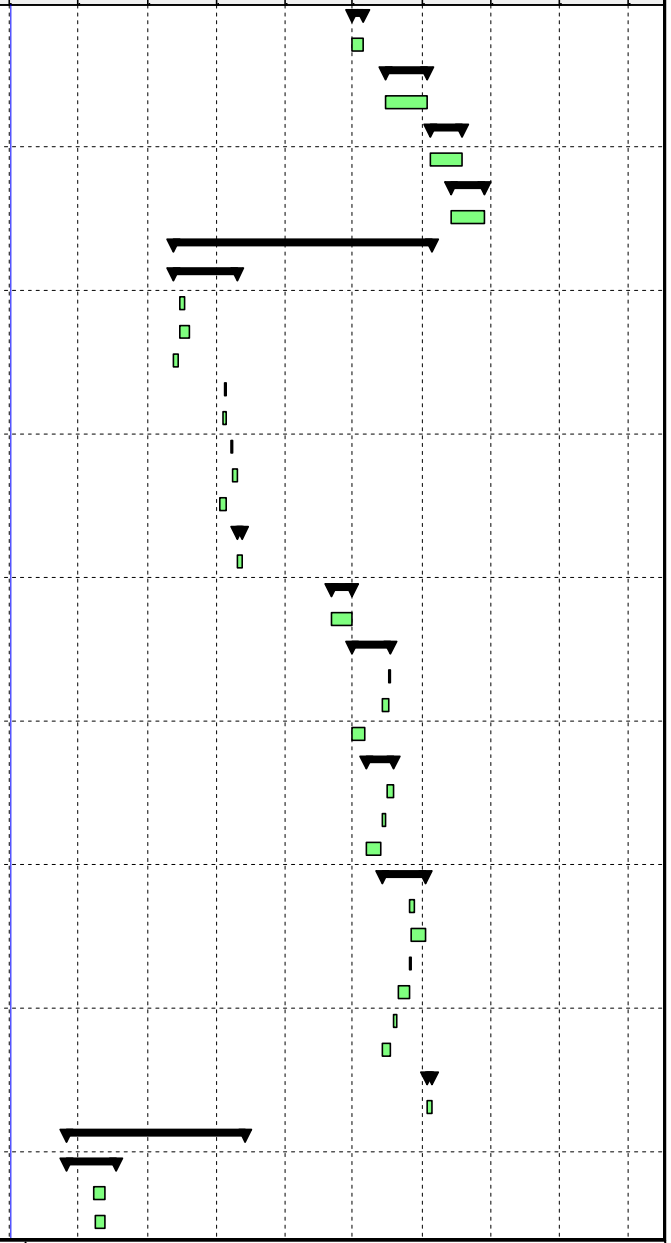


Remaining Level of Effort
Actual Work
Actual Level of Effort
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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
BUILDING F - ROOF STRUCTURE		10	30-Jun-27	14-Jul-27
F1490	Building F - Install Roof Structure	10	30-Jun-27	14-Jul-27
BUILDING F - EXTERIOR SYSTEM		40	13-Aug-27	08-Oct-27
F1500	Building F - Exterior System	40	13-Aug-27	08-Oct-27
BUILDING F - INTERIORS BUILDOUT		30	12-Oct-27	22-Nov-27
F1510	Building F - Interior Buildout	30	12-Oct-27	22-Nov-27
BUILDING F - COMMISSIONING & PUNCHLIST		30	09-Nov-27	22-Dec-27
F1520	Building F - Commissioning / Punchlist	30	09-Nov-27	22-Dec-27
BUILDING G		238	05-Nov-26	13-Oct-27
BUILDING G - FOUNDATIONS		57	05-Nov-26	28-Jan-27
G1580	Building G - Excavate Foundations	5	12-Nov-26	18-Nov-26
G1570	Building G - Install Underslab Utilities	10	12-Nov-26	25-Nov-26
G1540	Building G - Grade Building Pad	5	05-Nov-26	11-Nov-26
G15292	Building G - Set / Install Anchor Bolts and Embeds	3	11-Jan-27	13-Jan-27
G15272	Building G - Install Foundation Rebar	4	08-Jan-27	13-Jan-27
G15282	Building G - Pour Foundations	3	19-Jan-27	21-Jan-27
G1600	Building G - Backfill / Fine Grade Building Pad	5	22-Jan-27	28-Jan-27
G1590	Building G - Form Footings	7	05-Jan-27	13-Jan-27
BUILDING G - SLAB-ON-GRADE (SOG)		5	29-Jan-27	04-Feb-27
G1610	Building G - F/R/P Slab-on-Grade	5	29-Jan-27	04-Feb-27
BUILDING G - PRE-ENGINEERED STRUCTURE		20	02-Jun-27	29-Jun-27
G1620	Building G - Install PEMB- Pre-Engineered Metal Building	20	02-Jun-27	29-Jun-27
BUILDING G - ROOF STRUCTURE		37	30-Jun-27	20-Aug-27
G1680	Building G - Install Signage	3	18-Aug-27	20-Aug-27
G1670	Building G - Install Facia / Gutters / Downspouts	7	09-Aug-27	17-Aug-27
G1630	Building G - Install Roof Structure	12	30-Jun-27	16-Jul-27
BUILDING G - EXTERIOR SYSTEM		27	19-Jul-27	24-Aug-27
G1700	Building G - Install Piping to Hose Reels	7	16-Aug-27	24-Aug-27
G1690	Building G - Install Elevated Walking Platforms at Wash Bays	5	09-Aug-27	13-Aug-27
G1640	Building G - Metal Panels and Fiber Cement Panels	15	19-Jul-27	06-Aug-27
BUILDING G - INTERIOR BUILDOUT		42	09-Aug-27	06-Oct-27
G1730	Building G - Prime and Paint Walls and Ceilings	5	14-Sep-27	20-Sep-27
G1750	Building G - Set MEP Equipment	15	16-Sep-27	06-Oct-27
G1740	Building G - Install Doors and Hardware	2	14-Sep-27	15-Sep-27
G1720	Building G - H/T/F Gyp Board Walls and Ceilings	10	30-Aug-27	13-Sep-27
G1710	Building G - Install Insulation Walls and Ceilings	5	23-Aug-27	27-Aug-27
G1650	Building G - MEP Rough-in Walls and Ceilings	10	09-Aug-27	20-Aug-27
BUILDING G - COMMISSIONING & PUNCHLIST		5	07-Oct-27	13-Oct-27
G1660	Building G - Commissioning / Punchlist	5	07-Oct-27	13-Oct-27
BUILDING H		164	16-Jun-26	08-Feb-27
BUILDING H - FOUNDATIONS		46	16-Jun-26	19-Aug-26
H1782	H - Pour Foundations	11	22-Jul-26	05-Aug-26
H1783	H - Set / Install Anchor Bolts and Embeds	10	23-Jul-26	05-Aug-26

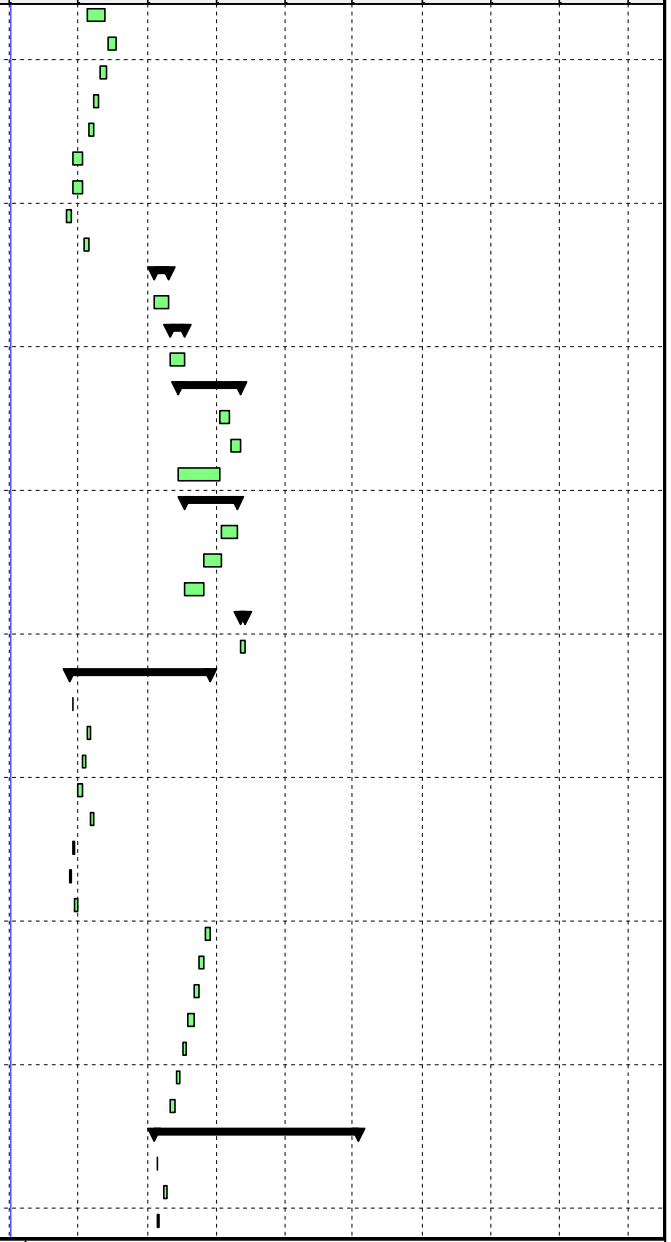


Remaining Level of Effort
Actual Work
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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
H1781	H - Install Foundation Rebar	18	13-Jul-26	05-Aug-26
H1740	Building H - Backfill / Fine Grade Building Pad	8	10-Aug-26	19-Aug-26
H1860	Building H - Pier Install	8	29-Jul-26	07-Aug-26
H1850	Building H - Pour & Strip Footings	5	22-Jul-26	28-Jul-26
H1840	Building H - Reinforce Footings	5	15-Jul-26	21-Jul-26
H1720	Building H - Excavate Foundations	10	23-Jun-26	07-Jul-26
H1710	Building H - Install Drain Pipe	10	23-Jun-26	07-Jul-26
H1680	Building H - Grade Building Pad	5	16-Jun-26	22-Jun-26
H1730	Building H - Form Footings	5	08-Jul-26	14-Jul-26
BUILDING H - SLAB-ON-GRADE (SOG)		15	09-Oct-26	29-Oct-26
H1750	Building H - F/R/P Slab-on-Grade (SOG)	15	09-Oct-26	29-Oct-26
BUILDING H - SEPARATION WALLS		15	30-Oct-26	19-Nov-26
H1760	Building H - F/R/P Install Separation Walls	15	30-Oct-26	19-Nov-26
BUILDING H - BRINE MIXING BLDG / BRINE TANKS		55	11-Nov-26	01-Feb-27
H1820	Building H - Frame and Install Standing Seam Roof at Brine Mixing Bldg	10	05-Jan-27	18-Jan-27
H1780	Building H - Install Brine Tanks	10	19-Jan-27	01-Feb-27
H1770	Building H - Install CMU at Brine Mixing Bldg	35	11-Nov-26	04-Jan-27
BUILDING H - CANOPY STRUCTURE		45	20-Nov-26	27-Jan-27
H1830	Building H - Install Stick Pin Insulation and Bird Netting	15	07-Jan-27	27-Jan-27
H1800	Building H - Paint Canopy Structures	15	15-Dec-26	06-Jan-27
H1790	Building H - Install Canopy Structures	15	20-Nov-26	14-Dec-26
BUILDING H - COMMISSIONING & PUNCHLIST		5	02-Feb-27	08-Feb-27
H1810	Building H - Commissioning & Punchlist	5	02-Feb-27	08-Feb-27
BUILDING J- TRASH / RECYCLE		129	19-Jun-26	22-Dec-26
J1880	Building J - Excavate Foundations	2	23-Jun-26	24-Jun-26
J1973	Building J - Pier Install	4	13-Jul-26	16-Jul-26
J1972	Building J - Pour & Strip Footings	4	07-Jul-26	10-Jul-26
J1971	Building J - Reinforce Footings	3	01-Jul-26	06-Jul-26
J1900	Building J - Backfill / Fine Grade Building Pad	2	17-Jul-26	20-Jul-26
J1870	Building J - Install Drain Pipe	3	23-Jun-26	25-Jun-26
J1860	Building J - Grade Building Pad	2	19-Jun-26	22-Jun-26
J1890	Building J - Form Footings	3	26-Jun-26	30-Jun-26
J1970	Building J - Commissioning & Punchlist	5	16-Dec-26	22-Dec-26
J1960	Building J - Install Bollards	5	09-Dec-26	15-Dec-26
J1950	Building J - Install Lighting	5	02-Dec-26	08-Dec-26
J1940	Building J - Paint Structure	5	23-Nov-26	01-Dec-26
J1930	Building J - Install Standing Seam Roof	5	16-Nov-26	20-Nov-26
J1920	Building J - Install Structural Steel	5	09-Nov-26	13-Nov-26
J1910	Building J - F/R/P SOG	6	30-Oct-26	06-Nov-26
BUILDING K - BRINE SHED		188	09-Oct-26	07-Jul-27
K2010	Building K - Excavate Foundations	2	13-Oct-26	14-Oct-26
K2030	Building K - Backfill / Fine Grade Building Pad	2	23-Oct-26	26-Oct-26
K2000	Building K - Install Underslab Utilities	3	13-Oct-26	15-Oct-26

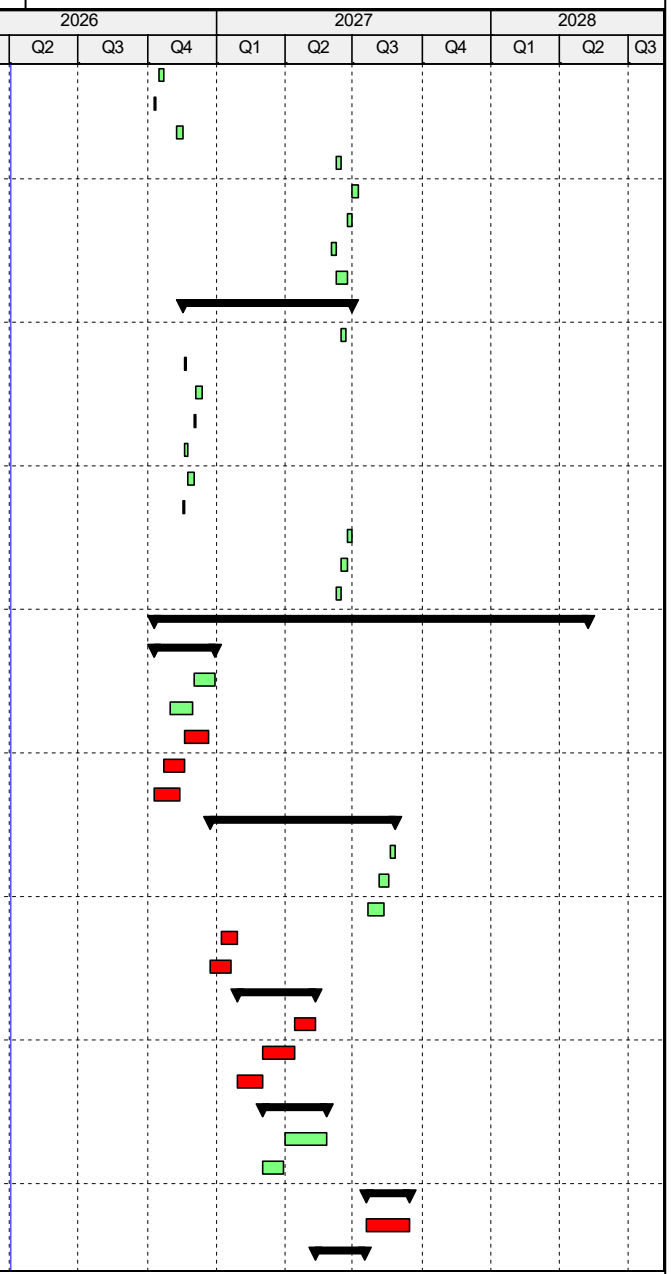


Remaining Level of Effort
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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
K2020	Building K - Form Footings	5	16-Oct-26	22-Oct-26
K1980	Building K - Grade Building Pad	2	09-Oct-26	12-Oct-26
K2040	Building K- F/R/P SOG	6	09-Nov-26	16-Nov-26
K2060	Building K - Install Electrical / Lighting	5	09-Jun-27	15-Jun-27
K2080	Building K - Commissioning & Punchlist	5	30-Jun-27	07-Jul-27
K2070	Building K - Install Heater and Equipment	5	23-Jun-27	29-Jun-27
K2050	Building K - Install PEMB	5	02-Jun-27	08-Jun-27
K1990	Building K - Install Doors and Windows	10	09-Jun-27	22-Jun-27
BUILDING T- FIRE TESTING		156	17-Nov-26	29-Jun-27
K2150	Building T - Install Door	4	16-Jun-27	21-Jun-27
K2100	Building T - Excavate Foundations	2	19-Nov-26	20-Nov-26
K2130	Building T- F/R/P SOG	6	04-Dec-26	11-Dec-26
K2120	Building T - Backfill / Fine Grade Building Pad	2	02-Dec-26	03-Dec-26
K2090	Building T - Install Underslab Utilities	3	19-Nov-26	23-Nov-26
K2110	Building T - Form Footings	4	24-Nov-26	01-Dec-26
T2090	Building T - Grade Building Pad	2	17-Nov-26	18-Nov-26
K2170	Building T - Commissioning / Punchlist	5	23-Jun-27	29-Jun-27
K2160	Building T- Install Electrical / Lighting	5	16-Jun-27	22-Jun-27
K2140	Building T - Install PEMB	5	09-Jun-27	15-Jun-27
SITEWORK		401	09-Oct-26	08-May-28
SITE GRADING		55	09-Oct-26	29-Dec-26
S1630	Site Grading - Install Manholes & Catch Basins	20	01-Dec-26	29-Dec-26
S1628	Site Grading - Grade Storm Swales	20	30-Oct-26	30-Nov-26
S1629	Site Grading - Install Underground Piping	20	20-Nov-26	21-Dec-26
S1627	Site Grading - Install Access Roads	20	23-Oct-26	19-Nov-26
S1626	Site Grading - Cut & Rough Grade Site	25	09-Oct-26	12-Nov-26
SITE LIGHTING		173	22-Dec-26	25-Aug-27
S1625	Site Lighting - Energize & Test	5	19-Aug-27	25-Aug-27
S1624	Site Lighting - Pull Wire & Terminate	10	05-Aug-27	18-Aug-27
S1623	Site Lighting - Install Light Poles	15	22-Jul-27	11-Aug-27
S1622	Site Lighting - Install Pole Bases	15	07-Jan-27	27-Jan-27
S1621	Site Lighting - Install Underground Raceway	20	22-Dec-26	20-Jan-27
CURBS		75	28-Jan-27	12-May-27
S1612	Curb - Backfill	20	15-Apr-27	12-May-27
S1611	Curb - FPS	30	04-Mar-27	14-Apr-27
S1530	Curb - Grade	25	28-Jan-27	03-Mar-27
PARKING LOT		60	04-Mar-27	27-May-27
S1615	Parking Lot - Grade & Compact Lot	40	01-Apr-27	27-May-27
S1540	Parking Lot - Set Manholes and Catch Basins to Grade	20	04-Mar-27	31-Mar-27
Base Sect AC		40	19-Jul-27	13-Sep-27
S1550	Base Sect AC	40	19-Jul-27	13-Sep-27
SIDEWALKS		45	13-May-27	16-Jul-27

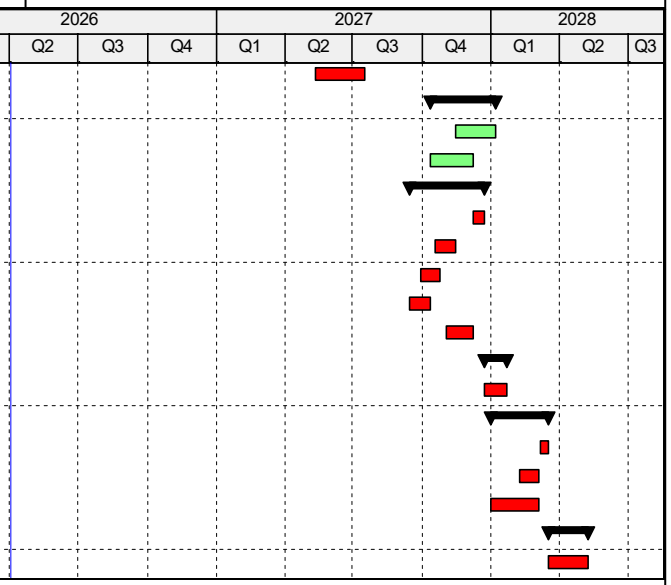


Remaining Level of Effort
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VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT -

Print Date: 08-Apr-26, Data Date: 02-Apr-26

Activity ID	Activity Name	Original Duration	Start	Finish
S1560	Sidewalks	45	13-May-27	16-Jul-27
GENERATORS		60	11-Oct-27	06-Jan-28
S1640	Set 300 kW Generator #2 (2) / Set / Make-up Transformer	35	15-Nov-27	06-Jan-28
S1570	Set 300 kW Generator #1 (2) / Set / Make-up Transformer	40	11-Oct-27	07-Dec-27
IRRIGATION & LANDSCAPING		70	14-Sep-27	22-Dec-27
S1619	Mulch Landscape Areas	10	09-Dec-27	22-Dec-27
S1618	Soil Amendments	20	19-Oct-27	15-Nov-27
S1617	Install Landscape Irrigation	20	28-Sep-27	25-Oct-27
S1616	Rough Grade Landscape Areas	20	14-Sep-27	11-Oct-27
S1610	Planting Trees & Shrubs	25	02-Nov-27	08-Dec-27
2nd Lift AC		20	23-Dec-27	21-Jan-28
S1580	2nd Lift AC	20	23-Dec-27	21-Jan-28
STRIPING & SITE FURNISHINGS		54	31-Dec-27	16-Mar-28
S1650	Site Work Punchlist	9	06-Mar-28	16-Mar-28
S1620	Install Striping & Wheelstops	20	07-Feb-28	03-Mar-28
S1590	Place Bollards & Signage	45	31-Dec-27	03-Mar-28
COMMISSIONING & PUNCHLIST		37	17-Mar-28	08-May-28
S1600	Final Commissioning / Punchlist	37	17-Mar-28	08-May-28



Remaining Level of Effort
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EXHIBIT "I"
Contract AMENDMENT #5
Early Work General Conditions
City of Vancouver – Public Works Operations Center

GENERAL CONDITIONS

No change

EXHIBIT "J"
MACC-5 (Contract AMENDMENT #5)
Bid Package# 31C
City of Vancouver – Public Works Operations Center

Bid Package 31C Bid Tab and Bids

4125009: Vancouver Public Works Operations Campus - MACC 05

Prepared by Skanska - 400 Fairview Avenue North, Seattle, WA 98109, United States of America

Bid Package Lead: Shams Khalid (shams.khalid@skanska.com)

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

BP 31C: Aggregate Piers

Generated April 30, 2026

Base Bid

Estimated Cost

$3,900,000

LINE ITEMS				
Aggregate Piers				$3,399,900
Trench Safety RCW 39.04.180				$0
Agg Pier Add/Deduct Unit Rate (w/o Remobilization)	each	1.00	$1,600.00	$1,600
Additional Modulus or Uplift Testing	each	1.00	$8,500.00	$8,500
ADDITIONAL ITEMS				
Deduct Agg Pier (above is add only)				$1,080
Base Bid Total				**$3,411,080**

SCOPE-SPECIFIC CLARIFICATIONS

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

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.

Keller North America, Inc.

Submitted by Ryan Thamm

$3,411,080

Original Proposal, April 29, 2026

Unit	Qty	Unit Cost	Total Cost
			$3,411,080
			$3,399,900
			$0
each	1.00	$1,600.00	$1,600
each	1.00	$8,500.00	$8,500
			$1,080
			$3,411,080

Geopier Northwest

Submitted by Scott McDevitt

$3,481,171

Original Proposal, April 30, 2026

Unit	Qty	Unit Cost	Total Cost
			$3,481,171
			$3,471,771
			$0
each	1.00	$900.00	$900
each	1.00	$8,500.00	$8,500
			$3,481,171

Advanced Geosolutions, Inc

Submitted by Drew Flack

$5,383,360

Original Proposal, April 30, 2026

Unit	Qty	Unit Cost	Total Cost
			$5,383,360
			$5,377,000
			$0
each	1.00	$1,360.35	$1,360
each	1.00	$5,000.00	$5,000
			$5,383,360

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.			
GENERAL ACKNOWLEDGMENTS			
Legal Name of Bidder	Keller North America, Inc	Geopier Northwest, Inc.	Advanced Geosolutions Inc.
Contact	Ryan Thamm	Scott McDevitt	Drew Flack
Phone #	2066127196	503-407-1794	503-991-3134
Email	rjthamm@keller-na.com	smcdevitt@geopiernorthwest.com	dflack@advgeosolutions.com
State of Washington Contractor's License No.	KELLENA809CM	GEOPINI955QC	ADVANGI938L2
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	YES	YES
Summary	Note: unit rates are different for add / deduct and applicable post design only.Add Aggregate Pier = $	Geopier Northwest Inc. acknowledges all addenda (Addendum 1 and 2).	Documents attached are:Bid Form: 3 pagesSurety Letter: 1 pageCopy of Bid Bond: 2 pages

Vancouver Public Works Operations Campus - MACC 05

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

Sent proposal: $3,411,080

Submitted Apr 29, 2026 at 12:21 PM PDT

Keller North America, Inc.
1200 Northwest Naito Parkway, Suite 400, Portland, OR 97209, United States of America

Ryan Thamm | Pre-Construction Manager | +1 971-347-0160 ext. 15150 | +1 206-612-7196 | rjthamm@keller-na.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Aggregate Piers			$3,399,900
Trench Safety RCW 39.04.180			$0
Agg Pier Add/Deduct Unit Rate (w/o Remobilization)	1	× $1,600 /each	$1,600
Additional Modulus or Uplift Testing	1	× $8,500 /each	$8,500
Additional Items:			
Deduct Agg Pier (above is add only)			$1,080
Base Bid			**$3,411,080**

Scope-Specific Clarifications

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

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.

General Acknowledgments

Legal Name of Bidder	Keller North America, Inc
Contact	Ryan Thamm
Phone #	2066127196
Email	rjthamm@keller-na.com
State of Washington Contractor's License No.	KELLENA809CM
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

Vancouver Public Works Operations Campus - MACC 05
8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Additional Information

Notes

Note: unit rates are different for add / deduct and applicable post design only.

Add Aggregate Pier = $1,600/EA
Deduct Aggregate Pier = $1,080/EA

Attachments

Keller-Bond and Surety Infor... (319 KB)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Keller North America, Inc.
4025 Delridge Way SW, Ste. 310
Seattle, WA 98106

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

OWNER:
(Name, legal status and address)

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

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% Five Percent of Amount Bid

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

City of Vancouver Public Works Operations Center- Bid Package 31C Aggregate Piers

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 30th day of April, 2026

(Witness)

Keller North America, Inc.
(Principal) *(Seal)*

By:
(Title) MIKE BLANDING, ASST SECRETARY

(Witness) Kayla Woodward

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*

By:
(Title) DeAnna M. Maurer Attorney-in-Fact

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890 Illinois

S-0054/AS 8/10

Bond No. **Bid Bond**

Obligee: **Skanska USA Building, Inc.**

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"), by Christopher Nolan, 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 **DeAnna M. Maurer**, 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 ZURICH AMERICAN 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 7th 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: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V. Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V. Section 8. of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of April, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LOCKTON

UNCOMMONLY INDEPENDENT

April 28, 2026

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

RE: Keller North America, Inc.
Project: City of Vancouver Public Works Operations Center – BP 31C – Aggregate Piers

To Whom It May Concern:

At the request of our client, we are writing this letter in support of their bonding relationship and capacity.

Keller North America, Inc. enjoys a solid co-surety relationship with Fidelity & Deposit Company of Maryland (Zurich) and Federal Insurance Company (Chubb). Zurich and Chubb are licensed to do business in all states. In additional they carry an A.M. Best Rating of A+ and A++, respectively, and both have a Financial Rating of XV.

As you are aware, extension of surety credit is a result of the ongoing review of the contractor's operations including financial analysis and management skills. While it is difficult to put an exact number on available credit, we are prepared to provide bonds up to $150 million on a single project value and in excess of $800 million on an aggregate work program. We recognize that opportunities may arise that will require support beyond these parameters which we will be pleased to review upon request due to their solid credit profile, strength of the management team and strong and consistent operating results.

We consider Keller North America, Inc. as one of our finest clients and are happy to provide this recommendation. Please note that the decision to issue performance and payment bonds is strictly a matter between Keller and Zurich and/or Chubb 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 should have any questions or need additional information, please feel free to contact me.

Sincerely,

Fidelity and Deposit Company of Maryland
Federal Insurance Company

By: DeAnna M. Maurer

DeAnna M. Maurer, Attorney-in-Fact

Vancouver Public Works Operations Campus - MACC 05

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

Sent proposal: $3,481,171

Submitted Apr 30, 2026 at 10:21 AM PDT

Geopier Northwest
Portland, OR 97217, United States of America

Scott McDevitt | Region Engineer | +1 503-407-1794 | smcdevitt@geopiernorthwest.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Aggregate Piers			$3,471,771
Trench Safety RCW 39.04.180			$0
Agg Pier Add/Deduct Unit Rate (w/o Remobilization)	1	× $900 /each	$900
Additional Modulus or Uplift Testing	1	× $8,500 /each	$8,500
Base Bid			**$3,481,171**

Scope-Specific Clarifications

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

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.

General Acknowledgments

Legal Name of Bidder	Geopier Northwest, Inc.
Contact	Scott McDevitt
Phone #	503-407-1794
Email	smcdevitt@geopiernorthwest.com
State of Washington Contractor's License No.	GEOPINI955QC
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

Additional Information

Notes

Geopier Northwest Inc. acknowledges all addenda (Addendum 1 and 2).

Vancouver Public Works Operations Campus - MACC 05

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

Attachments

- Bid Bond.pdf (718 KB)
- VPOC Geopier NW Surety Let... (2.2 MB)

Telephone: +1 425-570-6626
Website: wtwco.com
E-mail: Victoria.Nabua@wtwco.com

April 24, 2026

Skanska USA Building Inc.
c/o City of Vancouver
PO Box 1995
Vancouver, WA 98668

RE: Geopier Northwest, Inc. – City of Vancouver Public Works Operations Center – Bid Package 31C – Aggregate Piers

To Whom It May Concern:

Geopier Northwest, Inc. is currently bonded by Philadelphia Indemnity Insurance Company, and is an account in good standing. Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company is admitted to conduct Surety business throughout the United States with an underwriting limitation of $394,881,000 assigned by the US Department of the Treasury.

We would favorably consider bonding individual projects of $4,200,000 and an aggregate work program of $7,000,000 for Geopier Northwest, Inc.

We will consider specific requests for surety bonds based on our underwriting evaluation at the time of the request. Our underwriting evaluation includes our satisfactory review of contract terms and conditions and bond forms, verification of project financing, appropriate financial information as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Geopier Northwest, Inc. and Philadelphia Indemnity Insurance Company, and Philadelphia Indemnity Insurance Company assumes no liability to any party by providing this letter.

If we can provide further assurance or assistance, please do not hesitate to contact our office.

Sincerely,

Philadelphia Indemnity Insurance Company

Victoria Nabua,
Attorney-In-fact

Willis Towers Watson West, Inc.
600 University Street, Suite 2528
Seattle, Washington 98101

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jeffrey L. Broyles and Victoria Nabua of Willis of Seattle., Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t
he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this April 24, 2026.

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Geopier Northwest, Inc.
40 Lake Bellevue, Suite 100
Bellevue, WA 98005

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

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

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.
c/o City of Vancouver
PO Box 1995
Vancouver, WA 98668

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 – Bid Package 31C – Aggregate Piers

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 24th day of April, 2026

Debbie Mussivand
(Witness)

Geopier Northwest, Inc.
(Principal) *(Seal)*

By:
(Title) General Manager David Van Thiel

Matthew Leis
(Witness) Matthew Leis

Philadelphia Indemnity Insurance Company
(Surety) *(Seal)*

By:
(Title) Victoria Nabua Attorney-in-Fact

S-0054/AS 8/10

Vancouver Public Works Operations Campus - MACC 05

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

Sent proposal: $5,383,360.35

Submitted Apr 30, 2026 at 9:52 AM PDT

Advanced Geosolutions, Inc
13 Orchard Road, Suite 105, Lake Forest, CA 92630, United States of America

Drew Flack | Sr Project Manager | +1 503-991-3134 | dflack@advgeosolutions.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Aggregate Piers			$5,377,000
Trench Safety RCW 39.04.180			$0
Agg Pier Add/Deduct Unit Rate (w/o Remobilization)	1	× $1,360.35 /each	$1,360.35
Additional Modulus or Uplift Testing	1	× $5,000 /each	$5,000
Base Bid			**$5,383,360.35**

Scope-Specific Clarifications

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

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.

General Acknowledgments

Legal Name of Bidder	Advanced Geosolutions Inc.
Contact	Drew Flack
Phone #	503-991-3134
Email	dflack@advgeosolutions.com
State of Washington Contractor's License No.	ADVANGI938L2
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

Additional Information

Vancouver Public Works Operations Campus - MACC 05

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

Notes

Documents attached are:
Bid Form: 3 pages
Surety Letter: 1 page
Copy of Bid Bond: 2 pages

Attachments

- Bid Form (Signed).pdf (267 KB)
- 04.27.2026 AGI Skanska Sure... (446 KB)
- 04.30.2026 AGI Skanska Bid ... (199 KB)

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

BID FORM

(To be submitted no later than 11:00 AM on Friday, April 30th, 2026)

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

Or Electronically Submitted:
Building Connected
Sealed Bidding

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1, 4/13/26 through 2 Rev1, 4/28/26 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 #31C Aggregate Piers:

Description of Bid Item:	Unit of Measure	Bid Amount
Aggregate Piers	LS	$ 5,377,000.00
Trench Safety RCW 39.04.180	LS	$ 0.00
	Total Bid:	**$** 5,377,000.00

II. TOTAL BID:

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

Five Million Three Hundred and Seventy Seven Thousand Dollars and 00/100 cents Dollars

Print Dollar Amount

$ 5,377,000.00

Numerical Dollar Amount

 Initials of Bidder's Representative

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

Description of Bid Item:	Unit of Measure	Bid Amount:
Agg Pier Add/Deduct Unit Rate (w/o Remobilization)	EA	$ 1,360.35
Additional Modulus or Uplift Testing	EA	$ 5,000

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.

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:

Advanced Geosolutions Inc.
Legal Name of Bidder

By (Authorized Signature)

Sean Callan
Printed Name

President
Title

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

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

13 Orchard Rd, Suite 105
Street Address

Lake Forest CA
City State

310-796-9000 310-796-9001
Telephone Fax No.

dflack@advgeosolutions.com
Email

ADVANGI938L2
State of Washington Contractor's License No.

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Advanced Geosolutions, Inc.

as Principal, hereinafter called the Principal,

and the U.S. Specialty Insurance Company,

of Houston, Texas, a corporation duly organized under

the laws of the State of Texas, 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 City of Vancouver Public Works Operations Center, MACC 05 Bid Package # 31C Aggregate Piers

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 30th day of April, 2026.

Hanna Kursinen
Witness

Advanced Geosolutions, Inc. (Seal)
Principal
Sean Callan President
Title

Allison N. Kinyon
Witness

U.S. Specialty Insurance Company
By Christopher Kinyon
Attorney-in-Fact
Christopher Kinyon

S-0054/GE 12/00

XDP

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: Aliceon A. Keltner, Amelia G. Burrill, Annelies M. Richie, Brandon K. Bush, Carley Espiritu, Christopher Kinyon, Eric A. Zimmerman, Jacob T. Haddock, Jamie L. Marques, James B. Binder, Justin Dean Price, Lindsey Elaine Jorgensen, Charla M. Boadle, Katharine J. Snider, Holli Lagerquist, Julie A.Craker, Sarah Whitaker, Sherri W. Hill, Celeste M. Van Vliet, Sharree Sutherland or Alyssa J. Lopez of Tacoma, Washington

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Unlimited***** Dollars (****$Unlimited****).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

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 Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 30th day of April, 2026.

Bond No. Bid
Agency No. PDB POA - 8301

Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information

April 27, 2026

Skanska USA Building Inc.
221 Yale Ave. N. Suite 400
Seattle, WA 98109

SUBJECT: Advanced Geosolutions, Inc.

To Whom It May Concern:

It has been the privilege of Propel Insurance to be the surety agent for Advanced Geosolutions, Inc. for over thirteen years. Advanced Geosolutions, Inc. is bonded by U.S. Specialty Insurance Company.

Advanced Geosolution, Inc. is very well managed and experienced, with all previously bonded projects having been completed without the involvement of the bonding company and to the satisfaction of the owners. As a result, U.S. Specialty Insurance Company has provided surety credit to Advanced Geosolutions, Inc. for single projects of $30,000,000 and an aggregate uncompleted backlog of $40,000,000.

If Advanced Geosolutions, Inc. is awarded a contract and requests that we provide the necessary performance and/or payment Bonds, we will be prepared to execute the Payment and Performance Bonds in accordance with Skanska Subcontract Exhibit “O,” subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request. Our consideration and issuance of bonds is a matter solely between Advanced Geosolutions, Inc. and ourselves, and we assume no liability to Skanska USA Building Inc. by the issuance of this letter.

U.S. Specialty Insurance Company is a licensed and admitted surety company in the State of California, rated "A++" (Superior) with a financial size category of XV ($2 Billion or greater) by A.M. Best.

We think very highly of Advanced Geosolutions, Inc. and recommend them for involvement in your project. If we can be of any further assistance, please give me a call at (253) 310-4041.

Regards,

Christopher Kinyon
Senior Account Manager

Find your momentum

CITY OF Vancouver WASHINGTON

Staff Report: 125-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject

Contract Spending Threshold Increase - Ammunition Purchase for Vancouver Police Department - C-101550

Key Points

- The City purchases ammunition for the Vancouver Police Department (VPD) under a Washington State Contract.
- Purchases are expected to exceed the current $300,000 spending threshold and City Council approval is required to increase the threshold.

Strategic Plan Alignment

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

Present Situation

The City purchases ammunition through San Diego Police Equipment under Washington State Contract #22422. Purchases are expected to exceed the current $300,000 purchasing threshold, requiring Council approval. The Vancouver Police Department is requesting to raise the authorized purchasing threshold for this contract by $300,000 for a maximum of $600,000, for fiscal years 2026-2028, ending December 31, 2028. Raising the purchasing threshold will enable the Vancouver Police Department to continue to purchase ammunition as needed while taking advantage of the Washington State Contract's competitive pricing.

Advantage(s)

1. Utilizes an existing contract through Washington State that is good through December 31, 2028, to take advantage of competitive pricing.
2. Ensures VPD has sufficient ammunition on hand.

Challenge(s)

None

Budget Impact

None. Appropriation was approved through the 2025-2026 Biennial Budget.

Prior Council Review

None

Action Requested

On Monday, June 15, 2026, authorize the City Manager or their designee to continue to purchase ammunition from San Diego Police Equipment of San Diego, CA, under Washington State Contract #22422, up to a maximum of $600,000 through December 31, 2028.

Staff Contact

Daphine Harris, Police Business Services Manager, daphine.harris@cityofvancouver.us

Attachments:

1. Contract
2. Amendments
3. C-101550 WD
4. PO Sample

STATEWIDE CONTRACT

NO. 22422

AMMUNITION

CATEGORIES: HANDGUN—CCI-SPEER, REMINGTON, &FEDERAL; RIFLE—CCI-SPEER, REMINGTON, &FEDERAL; SHOTGUN—FEDERAL & REMINGTON

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

SAN DIEGO POLICE EQUIPMENT CO. INC.

Dated January 1, 2024

STATEWIDE CONTRACT

NO. 22422

AMMUNITION

CATEGORIES: HANDGUN—SPEER, REMINGTON, &FEDERAL; RIFLE—SPEER, REMINGTON, &FEDERAL; SHOTGUN—FEDERAL &REMINGTON

This Washington Statewide Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and San Diego Police Equipment Co. Inc., a California Corporation ("Contractor") and is dated and effective as of January 1, 2024.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including statewide contracts, for goods and services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Certain Washington state agencies and other eligible purchasers need to procure specified types of ammunition products ("Ammunition") from qualified, professional vendors. Accordingly, Enterprise Services, on behalf of the State of Washington, issued Competitive Solicitation No. 22422 dated September 8, 2023. The Competitive Solicitation to establish Contracts for specified categories of Ammunition, by manufacturer, to enable eligible purchasers to procure Ammunition from awarded Contractors in a cost effective, efficient manner using the terms and conditions of the Contract.

C. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-referenced Contract Category(ies).

D. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

E. The purpose of this Contract is to enable eligible purchasers to purchase Ammunition as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Contract is twenty-four (24) months, commencing January 1, 2024 and ending December 31, 2025 *Provided*, however, that if Contractor is not in default and if, by July 1, 2025, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this

Contract, by written amendment, for up to thirty-six (36) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Annual Detailed Sales Report:	Contractor timely provides to Enterprise Services, with no less than a 100% on time rate, the annual detailed sales report. *See* § 11.3.
On-time Delivery	Contractor shall maintain a 95% on-time delivery rate with a goal of 99% on-time deliveries. See § 8.3.
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See Exhibit B – Insurance Requirements* at § 13.
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University

- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED AMMUNITION AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only the Ammunition specified in *Exhibit A – Included Ammunition and Prices* at the Prices set forth in *Exhibit A – Included Ammunition and Prices.* Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any goods or services beyond those set forth in *Exhibit A – Included Ammunition and Prices*.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Ammunition included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC PRICE ADJUSTMENT. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit A – Included Ammunition and Prices* may be adjusted upon Contractor request.

Requests for price adjustment must be made in writing and be received between October 15 and December 15 of each calendar year to be eligible for an adjustment on the following February 1. In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services' price adjustment, and Contractor is in good standing, by reasonably performing Contract obligations, including timely sales reporting and paying vendor management fees as required herein, are eligible for economic adjustments.

Price adjustments will be made in accordance with the average percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Indices (PPI) below issued for the contract term. Only final published data will be used.

PCU332992332992 (Small Arms Ammunitions Manufacturing)

Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of December 1st each year. Prices may be adjusted and effective on February 1st of each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will use the recoded

index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

The "Current Period Index" is the average of the most recent twelve months of non-preliminary BLS Index values, and the "Base Period Index" is the average of the twelve months of non-preliminary BLS Index values prior to the Current Period Index.

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Ammunition at no greater than the prices set forth in *Exhibit A – Included Ammunition and Prices* (subject to economic adjustment as set forth herein).

3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Ammunition that meets specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

4.10. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.11. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.12. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Ammunition or suggesting that such Ammunition is the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.13. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Ammunition that is the subject of this Contract.

4.15. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

4.16. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.17. AMMUNITION MANUFACTURER OR AUTHORIZED REPRESENTATIVE. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is the Ammunition manufacturer or is authorized by the Ammunition manufacturer to sell the Ammunition in the state of Washington for all manufacturers listed in *Exhibit A – Included Ammunition and Prices*. Contractor further represents and warrants that, if during the Contract term, Contractor ceases to be the Ammunition manufacturer or be authorized by the Ammunition manufacturer to sell such Ammunition in the state of Washington, Contractor promptly shall notify Enterprise Services in writing within seven (7) days of such event and shall cease sales of such Ammunition pursuant to this Contract unless otherwise directed in writing by Enterprise Services.

4.18. SPORTING ARMS AND MANUFACTURER'S INSTITUTE (SAAMI). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, all ammunition sold meets the Sporting Arms and Manufacturer's Institute requirements for specifications, transportation, and storage requirements.

5. QUALITY; WARRANTY; REMEDIES.

5.1. WARRANTY. Contractor warrants that the Ammunition: (a) is free from defects in design, material, and workmanship; (b) fit and safe for the intended purposes; (c) consistent with recognized industry quality standards; (d) complies with the requirements, specifications, and descriptions included in this Contract; and (e) is produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Ammunition and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

5.2. REMEDY. If Ammunition does not comply with the Goods Warranty, at Purchaser's election, Contractor promptly shall remedy the defect by replacing any defective Ammunition. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

5.3. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, replace Ammunition, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.

5.4. TECHNICAL SUPPORT. Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost.

6. SAFETY; SECURITY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Ammunition supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to Ammunition.

6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Ammunition which requires such compliance.

6.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.

6.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.

7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Ammunition from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Ammunition is delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as

otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.

(b) Deliveries made to secure facilities and drivers entering those facilities shall be pre-approved by the Purchaser. Contractor must obtain the required clearance prior to any scheduled delivery to secure facilities.

(c) Contractor shall ship all Ammunition purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Ammunition ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

8.3. ON-TIME DELIVERY. Contractor shall maintain a 95% on-time delivery rate with a goal of 99% on-time deliveries. Delivery lead times will not exceed one-hundred eighty (180) days after receipt of order (ARO) unless mutually agreed in writing between the Contractor and the Purchaser. Adjustments to delivery still within the one-hundred eighty (180) day window must be documented in the Purchaser ordering paperwork. If an order's ETA surpasses the one-hundred eighty (180) day window after receipt of order, Contractor will need to obtain mutual agreement in writing between Purchaser and Contractor or allow Purchaser to withdraw their order.

Upon Purchaser or Enterprises Services request, Contractor must provide documentation supporting compliance with this requirement. Documentation must be received by requestor within ten (10) days of request.

8.4. ORDER FULFILLMENT AND SUBSTITUTIONS. In the event Contractor is unable to fulfill a product ordered, a replacement product equal in price and performance may be substituted. All products substitutions must be mutually agreed to by Purchaser and Contractor in writing prior to order placement and documented in Purchaser's ordering paperwork.

8.5. RECEIPT AND INSPECTION OF AMMUNITION. Ammunition purchased under this Contract is subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Ammunition that is not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Ammunition at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to replace, at Contractor's expense, any or all damaged Ammunition or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Ammunition from final payment. Payment for any Ammunition under such Purchase Order shall not be deemed acceptance.

8.6. REFUNDS. Ammunition that does not perform to manufacturer specifications and standards will be refunded or replaced at no additional charge to Purchaser. Upon request, Contractor will provide, within five (5) days, manufacturer literature that describes specific performance requirements and standards of Ammunition purchased. Upon receipt of manufacturer literature, Purchaser will provide to Contractor, within five (5) days, supporting documentation describing how the Ammunition does not meet the manufacturer performance requirements and standards. A full credit will be issued by the Contractor within ten (10) days.

8.7. CUSTOMER SERVICE. Contractor will be available by phone and/ or email Monday through Friday from 8:00 am to 5:00 p.m. Contractor will respond to voicemail and email within twenty-four (24) hours.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Ammunition delivered under this Contract. Such invoices shall itemize the following:

(a) Contract No. 22422;

(b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);

(c) Contractor's Federal Tax Identification Number;

(d) Date(s) of delivery;

(e) Applicable Ammunition;

(f) Invoice amount; and

(g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

9.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Ammunition. Unless Contractor has provided a prompt payment discount set forth in *Exhibit A – Included Ammunition and Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.

9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Ammunition furnished by Contractor pursuant to this Contract.

9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing with the following exception. Orders that do not meet the minimum order requirement of five (5) cases or more, may be charged an additional shipping charge reflective of actual shipping costs which shall not exceed $30.00 per case.TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Ammunition. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Brad Stringfellow	Attn: Ryan King
Washington Dept. of Enterprise Services	San Diego Police Equipment Co. Inc.
PO Box 41411	8205 Ronson Road Suite A
Olympia, WA 98504-1411	San Diego, CA 92111
Tel: (360) 407-9411 (Direct)	Tel: (858) 974-8500
(360) 407-2213 (Team Line)	Email:
Email: DESContractsTeamFir@des.wa.gov	ryan@sandiegopoliceequipment.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent

to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Email: greg.tolbert@des.wa.gov	Attn: Tina Baker San Diego Police Equipment Co. Inc. 8205 Ronson Road Suite A San Diego, CA 92111 Email: tina@sandiegopoliceequipment.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0125.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum: the Ammunition sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days following the twelve (12) month anniversary of Contract effective date and annually thereafter.

12. RECORDS RETENTION & AUDITS.

12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit B – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Ammunition and no additional payment shall be made to Contractor.

13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.

14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, INDEMNIFY, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Ammunition provided, or the use of the Ammunition under this Contract. If Purchaser's use of Ammunition and provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Ammunition or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Ammunition with substantially similar and functionally equivalent non-infringing Ammunition.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Ammunition properly ordered until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Ammunition already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no

event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Ammunition more than twelve (12) months beyond the expiration date of the Contract.

16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Ammunition sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report contract sales;

(c) Contractor fails to timely pay the vendor management fees when due; or

(d) Contractor breaches any representation or warranty provided herein.

16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Ammunition. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Ammunition that has been ordered and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense,

timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

18.3. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

18.5. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.

18.8. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed,

Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED AMMUNITION. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, 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 state or federal antitrust laws in connection with any Ammunition provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Ammunition pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Ammunition to Purchaser.

18.12. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

18.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

18.21. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
ELENA MCGREW
Its: Procurement Manager

SAN DIEGO POLICE EQUIPMENT CO. INC.,
a California Corporation

By: Ryan King
Ryan King (Dec 21, 2023 09:57 PST)
Ryan King
Its: Sales Manager

EXHIBIT A

INCLUDED AMMUNITION AND PRICES

All Ammunition:

- Shall be factory new, not reloaded or remanufactured
- Shall meet the Sporting Arms and Manufacturer's Institute (SAAMI) requirements for technical specifications, transportation, storage

HANDGUN AMMUNITION

#	Manufacturer	Bullet Style	Product Name	Product Code (SKU)	Caliber	Grain	Rounds per Case	Price per Case
1	Federal	Full Metal Jacket	American Eagle	AE9DP	9 MM	115	1,000	$ 239.90
2	Federal	Hollow Point	Hi-Shok	9BP	9 MM	115	1,000	$ 325.10
3	Federal	Full Metal Jacket	American Eagle	AE9AP	9 MM	124	1,000	$ 239.90
4	Federal	Hollow Point +P	HST	P9HST3	9 MM	124	1,000	$ 425.08
5	Federal	Jacketed Hollow Point	HST	P9HST2	9 MM	147	1,000	$ 425.08
6	Federal	Full Metal Jacket	American Eagle	AE9FP	9 MM	147	1000	$ 258.30
7	Federal	Full Metal Jacket	American Eagle	AE38K	0.38 S	130	1,000	$ 409.52
8	Federal	Jacketed Hollow Point	HST	P40HST3	0.40	165	1,000	$ 487.20
9	Federal	Full Metal Jacket	American Eagle	AE40R1	0.40	180	1,000	$ 346.72
10	Federal	Jacketed Hollow Point	HST	P40HST1	0.40	180	1,000	$ 487.20
11	Federal	Full Metal Jacket	American Eagle	AE45A	0.45	230	1,000	$ 402.50
12	Federal	Jacketed Hollow Point	HST	P45HST2	0.45	230	1,000	$ 529.70
13	Federal	Frangible	RHT	BC9NT3	9MM	100	1000	$ 487.90
14	Federal	Frangible	RHT	BC40CT1	40 S&W	125	1000	$ 630.96
15	Federal	Frangible	RHT	BC45CT1	45ACP	155	1000	$ 645.10
16	Federal	Jacketed Hollow Point	HST	P9HST1	9mm	124	1000	$ 425.08
17	Remington	Full Metal Jacket	Range	R27778	9 MM	115	1,000	$ 266.10
18	Remington	Full Metal Jacket	Range	R27780	9 MM	124	1,000	$ 271.75
19	Remington	Hollow Point +P	Golden Saber	29358	9 MM	124	500	$ 286.50
20	Remington	Bonded Jacketed Hollow Point +P	Golden Saber	29351	9 MM	124	500	$ 394.52
21	Remington	Jacketed Hollow Point	Golden Saber	29359	9 MM	147	500	$ 286.50
22	Remington	Bonded Jacketed Hollow Point	Golden Saber	29353	9 MM	147	500	$ 377.65
23	Remington	Full Metal Jacket	UMC	23730	0.38 S	130	500	$ 283.90
24	Remington	Full Metal Jacket	UMC	23779	0.40	180	500	$ 483.14
25	Remington	Jacketed Hollow Point	Golden Saber	R29430	0.40	180	500	$ 310.50
26	Remington	Full Metal Jacket	UMC	23696	0.45	230	500	$ 350.10
27	Remington	Bonded Hollow Point	Golden Saber	29416	0.45	230	500	$ 420.05
28	Remington	Jacketed Hollow Point	Golden Saber	29453	0.45	230	500	$ 342.30

#	Manufacturer	Bullet Style	Product Name	Product Code (SKU)	Caliber	Grain	Rounds per Case	Price per Case
29	Speer	Total Metal Jacket or Brass Enclosed Base	Lawman	53650	9 MM	115	1,000	$ 228.40
30	Speer	Bonded Hollow Point	Gold Dot	53614	9 MM	115	1,000	$ 420.95
31	Speer	Bonded Hollow Point	Gold Dot	53618	9 MM	124	1,000	$ 420.95
32	Speer	Total Metal Jacket	Lawman	53651	9 MM	124	1,000	$ 228.40
33	Speer	Bonded Hollow Point +P	Gold Dot	53617	9 MM	124	1,000	$ 420.95
34	Speer	Bonded Hollow Point	Gold Dot	53619	9 MM	147	1,000	$ 420.95
35	Speer	Full Metal Jacket	Lawman	53620	9 MM	147	1000	$ 249.20
36	Speer	Bonded Hollow Point	Gold Dot	53970	0.40	165	1,000	$ 484.42
37	Speer	Full Metal Jacket	Lawman	53652	0.40	180	1,000	$ 313.40
38	Speer	Bonded Hollow Point	Gold Dot	53962	0.40	180	1,000	$ 484.42
39	Speer	Total Metal Jacket	Lawman	53653	0.45	230	1,000	$ 351.90
40	Speer	Bonded Hollow Point	Gold Dot	53966	0.45	230	1,000	$ 537.75
41	Speer	Bonded	Gold Dot G2	54226	9mm	147	1000	$ 485.15
42	Speer	Bonded	Gold Dot G2	53999	40S&W	180	1000	$ 544.80
43	Speer	TMJ	Lawman	53608	380ACP	95	1000	$ 338.96
44	Speer	Bonded Hollow Point	Gold Dot	53606	380ACP	90	1000	$ 409.34
45	Speer	TMJ	Lawman	53733	38Spl	125	1000	$ 402.38
46	Speer	Bonded Hollow Point	Gold Dot	53720	38Spl +P	125	1000	$ 525.96
47	Speer	TMJ	CleanFire	53880	40S&W	180	1000	$ 320.54
48	Speer	Frangible	RHT	53365	9mm	100	1000	$ 464.72
49	Speer	Frangible	RHT	53375	40S&W	125	1000	$ 551.79
50	Speer	Frangible	RHT	53395	45ACP	155	1000	$ 635.90

HANDGUN, LEAD-FREE (GREEN)

Bullet Style	Manufacturer	Caliber	Grain	Product Name	Product #(SKU)	Rounds per Case	Price Per Case
Total Metal Jacket, Clean Burn	Federal	9 MM	124	American Eagle IRT	AE9N1	1000	$ 323.95
Lead Free Primer, Brass Enclosed Base	Federal	9 MM	147	American Eagle IRT	AE9N2	1000	$ 323.95
Total Metal Jacket, Clean Burn	Federal	0.45	230	American Eagle IRT	AE45N1	1000	$ 478.55
Total Metal Jacket, Clean Burn	Speer	9 MM	124	Clean Fire	53824	1000	$ 253.15
Lead Free Primer, Brass Enclosed Base	Speer	9 MM	147	Clean Fire	53826	1000	$ 253.15
Total Metal Jacket, Clean Burn	Speer	0.45	230	Clean Fire	53885	1000	$ 382.50

RIFLE AMMUNITION

#	Manufacturer	Bullet Style	Product Name	Product Code (SKU)	Caliber	Grain	Rounds per Case	Price per Case
1	Federal	Pointed Soft Point	Tactical TRU	T223A	0.223	55	500	$ 331.40
2	Federal	Full Metal Jacket, Boat Tail	American Eagle	AE223	0.223	55	500	$ 239.90
3	Federal	Boat Tail Hollow Tip	Tactical TRU	T223E	0.223	55	500	$ 424.10
4	Federal	Ballistic Tip	Tactical TRU	T223T	0.223	55	500	$ 442.65
5	Federal	Bonded Soft Point	Tactical Bonded	LE223T3	0.223	62	200	$ 252.05
6	Federal	Jacketed Soft Point	Tactical TRU	T223L	0.223	64	500	$ 331.40
7	Federal	Boat Tail Hollow Tip	Gold Medal Match	GM308M500	0.308	168	500	$ 627.68
8	Federal	Ballistic Tip	Tactical Tip	T308T	0.308	168	500	$ 627.68
9	Federal	Bonded	Tactical Bonded	LE223T1	223Rem	55	200	$ 252.05
10	Federal	Bonded Tip	Tactical Bonded	LE308TT2	308Win	168	200	$ 399.85
11	Federal	Frangible	Ballisticlean	BC556NX1	5.56mm	50	500	$ 444.23
12	Federal	FMJ	American Eagle	AE223N	223Rem	62	500	$ 269.40
13	Federal	FMJ	American Eagle	AE308D	308Win	150	500	$ 479.30
14	Remington	Full Metal Jacket	UMC	23685	0.223	55	500	$ 257.10
15	Remington	Bonded Soft Point	Premier	28918	0.223	62	200	$ 189.40
16	Speer	Bonded Soft Point	Gold Dot	24446	0.223	55	500	$ 317.20
17	Speer	Bonded Soft Point	Gold Dot	24445SP	0.223	62	500	$ 317.20
18	Speer	Bonded Soft Point	Gold Dot	24475	0.223	75	500	$ 322.80
19	Speer	Bonded Soft Point	Gold Dot	24458	308Win	168	500	$ 549.70
20	Speer	Copper Plated	Mini-Mag	30	22LR	40	5000	$ 378.22

LEAD-FREE RIFLE AMMUNITION (GREEN)

Manufacturer	Bullet Style (or equal)	Caliber	Grain	Product Name	Product Code (SKU)	Rounds per Case	Price Per Case
Federal	Non-Toxic Frangible	0.223	42	Ballisticlean	BC223NT5	500	$444.23
Remington	Frangible	0.223	55	Disintegrator	23896	500	$367.22

SHOTGUN AMMUNITION

#	Manufacturer	Bullet Style	Product Name	Product Code (SKU)	Caliber	Pellet Count	Rounds per Case	Price per Case
1	Federal	00 Buck Shot, Low Recoil	Tactical	LE13200	12 Gauge, 2-3/4"	9	250	$ 204.80
2	Federal	Hollow Point, Rifled Slug	Tactical	LE127RS	12 Gauge, 2-3/4"	n/a	250	$ 208.20
3	Federal	#7.5 Bird Shot	Top Gun	TGL12-7.5	12 Gauge, 2-3/4"	n/a	250	$ 87.95
4	Federal	Slug, Duty, Practice	Power Shok	F127RS	12 Gauge, 1"	n/a	250	$ 205.60

#	Manufacturer	Bullet Style	Product Name	Product Code (SKU)	Caliber	Pellet Count	Rounds per Case	Price per Case
5	Federal	00 Buck Shot	Tactical	LE13300	12 Gauge, 2-1/2"	8	250	$ 204.80
6	Federal	00 Buck Shot	Tactical	LE12700	12 Gauge	9	250	$ 204.80
7	Federal	Rifled Slug	TruBall	LEB127LRS	12 Gauge, 2-3/4"	n/a	250	$ 212.50
8	Federal	#8 Shot	Top Gun	TGL12-8	12 Gauge, 2-3/4"	n/a	250	$ 87.95
9	Remington	00 Buck Shot, Low Recoil	LE Reduced Recoil	20643	12 Gauge, 2-3/4"	9	250	$ 224.05
10	Remington	Hollow Point, Rifled Slug	Slugger	20285	12 Gauge, 2-3/4"	n/a	250	$ 252.90
11	Remington	#7.5 Bird Shot	Gun Club	20244	12 Gauge, 2-3/4"	n/a	250	$ 92.14
12	Remington	Slug, Duty, Practice	Slugger	20279	12 Gauge, 1"	n/a	250	$ 238.50
13	Remington	00 Buck Shot	LE Reduced Recoil	20645	12 Gauge, 2-1/2"	8	250	$ 238.10
14	Remington	00 Buck Shot	Express LE	20812	12 Gauge	9	250	$ 242.20
15	Remington	#8 Shot	Gun Club	20230	12 Gauge, 2-3/4"	n/a	250	$ 92.14

SHOTGUN AMMUNITION, LEAD-FREE (GREEN)

#	Manufacturer	Bullet Style (or equal)	Product Name	Product # (SKU)	Caliber	Pellet Count	Shells per Case	Price Per Case
1	Federal	Frangible 00 Buck	Ballisticlean	BC13200	12 Gauge	9	250	$ 338.12
2	Federal	Frangible Slug	Ballisticlean	BC127RS	12 Gauge	n/a	250	$ 449.80
3	Remington	Frangible Slug	Disintegrator	20635	12 Gauge	-	250	$ 454.85
4	Remington	Frangible 00 Buck	Disintegrator	20641	12 Gauge	9	250	$ 425.12

EXHIBIT B

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit. The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

    d. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE (applicable if Contractor Uses a Vehicle to access Purchasers' premises). 'Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than $1,000,000.

2. **INSURANCE CARRIER RATING**. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. Any required Commercial General Liability or Commercial Automobile Liability shall include the State of Washington and all authorized Purchasers (and their agents,

officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract**. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services, and shall be sent to the email address set forth below:

   Email: DESContractsTeamFir@des.wa.gov
   Note: For Email notice, the Email Subject line must state:
   Contract Insurance Certificate – Contract No. 22422 – Ammunition

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

22422 SDPE Contract

Final Audit Report 2023-12-21

Created:	2023-12-19
By:	Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzOG63bvCuLTWj6FErsB96tV9ym0SUUPe

"22422 SDPE Contract" History

Document created by Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
2023-12-19 - 0:47:33 AM GMT

Document emailed to ryan@sandiegopoliceequipment.com for signature
2023-12-19 - 0:48:25 AM GMT

Email viewed by ryan@sandiegopoliceequipment.com
2023-12-21 - 5:54:30 PM GMT

Signer ryan@sandiegopoliceequipment.com entered name at signing as Ryan King
2023-12-21 - 5:57:48 PM GMT

Document e-signed by Ryan King (ryan@sandiegopoliceequipment.com)
Signature Date: 2023-12-21 - 5:57:50 PM GMT - Time Source: server

Document emailed to Elena McGrew (elena.mcgrew@des.wa.gov) for signature
2023-12-21 - 5:57:52 PM GMT

Email viewed by Elena McGrew (elena.mcgrew@des.wa.gov)
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Document e-signed by Elena McGrew (elena.mcgrew@des.wa.gov)
Signature Date: 2023-12-21 - 8:29:01 PM GMT - Time Source: server

Agreement completed.
2023-12-21 - 8:29:01 PM GMT

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	22422
San Diego Police Equipment Co. 8205 Ronson Road Suite A San Diego, CA 92111	Amendment No.:	1
	Effective Date:	10/31/2024

FIRST AMENDMENT

TO

CONTRACT NO. 22422

AMMUNITION

This First Amendment ("Amendment") to Contract No. 22422 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and San Diego Police Equipment Co. Inc., a California Corporation ("Contractor") and is dated as of October 31, 2024.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 12722 dated effective as of November 1, 2023 ("Contract").

B. The Parties have not previously amended the Contract.

C. The Parties now desire to amend the Contract to include a 'pay equality provision' and as required by the Washington State Legislature. *See* LAWS OF 2023, ch. 475, § 919(4).

D. The Parties further desire to amend the Contract to include a 'nondiscrimination provision' as required by the Washington State Legislature. *See* LAWS OF 2023, ch. 468 [codified at RCW 39.26.245(3) and RCW 49.60.530].

E. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. PAY EQUALITY. The following provision is added to the end of section 4 (Reps and Warranty) as a new subsection:

   4.19 WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job

titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

2. NONDISCRIMINATION. The following provision is added to the end of section 18 (General Provisions) as a new subsection:

18.24 NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including

implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

SAN DIEGO POLICE EQUIPMENT CO. INC.,
a California Corporation

By: Ryan King
Ryan King (Nov 1, 2024 12:58 PDT)

Name: Ryan King

Title: Sales Manager

Date: 11/01/24

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Nick Ioanna

Name: Nicholas Ioanna

Title: Procurement Supervisor

Date: 11/01/24

WA 22422 SDPE AMD1

Final Audit Report 2024-11-01

Created:	2024-10-31
By:	Brad Stringfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApyQD2mGvDFl_B5E2NnrkT-7SKn1mvEVn

"WA 22422 SDPE AMD1" History

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Agreement completed.
2024-11-01 - 8:00:09 PM GMT

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	22422
San Diego Police Equipment Co. 8205 Ronson Road Suite A San Diego, CA 92111	Amendment No.:	2
	Effective Date:	1/1/2026

SECOND AMENDMENT

TO

CONTRACT NO. 22422

AMMUNITION

This second Amendment ("Amendment") to Contract No. 22422 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and San Diego Police Equipment Co. Inc., a California Corporation ("Contractor") and is dated as of January 1, 2026.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 22422 dated effective as of January, 1, 2024 ("Contract").

B. The Parties previously amended the Contract as follows:

(1) Added Section 4.19 Pay Equality and Section 18.25 Nondiscrimination in first amendment dated October 31, 2024.

C. The Parties now desire to amend the Contract.

D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. CONTRACT EXTENSION. The Contract is extended thirty-six (36) months to December 31, 2028.

2. ECONOMIC PRICE ADJUSTMENT. Exhibit A: Included Ammunition and Prices is to be removed and replaced with Exhibit A: Price List updated 1.1.26 in order to reflect economic pricing adjustments into the Price List. The products added and incorporated into the new Exhibit A: Price List updated 1.1.26 are listed below.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

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7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

SAN DIEGO POLICE EQUIPMENT CO. INC.,
a California Corporation

By: Ryan King
Ryan King (Dec 23, 2025 16:34:38 PST)

Name: Ryan King

Title: Sales Manager

Date: Dec 23, 2025

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Shantel Wight

Name: Shantel Wight

Title: Procurement Supervisor

Date: Dec 23, 2025

Exhibit A Price List updated 1.1.26

Handgun Ammunition

#	Mfg	Part#	Bullet	Product Name	Caliber	Gr.	RD/CS	2026 Price
1	Federal	AE9DP	Full Metal Jacket	American Eagle	9 MM	115	1000	$208.06
2	Federal	9BP	Hollow Point	Hi-Shok	9 MM	115	1000	$343.16
3	Federal	AE9AP	Full Metal Jacket	American Eagle	9 MM	124	1000	$208.06
4	Federal	P9HST3	Hollow Point +P	HST	9 MM	124	1000	$445.79
5	Federal	P9HST2	Jacketed Hollow Point	HST	9 MM	147	1000	$445.79
6	Federal	AE9FP	Full Metal Jacket	American Eagle	9 MM	147	1000	$224.90
7	Federal	AE38K	Full Metal Jacket	American Eagle	38 SPL	130	1000	$432.59
8	Federal	P40HST3	Jacketed Hollow Point	HST	40 S&W	165	1000	$509.40
9	Federal	AE40R1	Full Metal Jacket	American Eagle	40 S&W	180	1000	$306.93
10	Federal	P40HST1	Jacketed Hollow Point	HST	40 S&W	180	1000	$504.25
11	Federal	AE45A	Full Metal Jacket	American Eagle	45 ACP	230	1000	$363.84
12	Federal	P45HST2	Jacketed Hollow Point	HST	45 ACP	230	1000	$558.03
13	Federal	BC9NT3	Frangible	RHT	9MM	100	1000	$514.30
14	Federal	BC40CT1	Frangible	RHT	40 S&W	125	1000	$630.96

#	Mfg	Part#	Bullet	Product Name	Caliber	Gr.	RD/CS	2026 Price
15	Federal	BC45CT1	Frangible	RHT	45 ACP	155	1000	$678.21
16	Federal	P9HST1	Jacketed Hollow Point	HST	9mm	124	1000	$448.42
17	Remington	R27778	Full Metal Jacket	Range	9 MM	115	1000	$266.10
18	Remington	R27780	Full Metal Jacket	Range	9 MM	124	1000	$271.75
19	Remington	29358	Hollow Point +P	Golden Saber	9 MM	124	500	$286.50
20	Remington	29351	Bonded Jacketed Hollow Point +P	Golden Saber	9 MM	124	500	$394.52
21	Remington	29359	Jacketed Hollow Point	Golden Saber	9 MM	147	500	$286.50
22	Remington	29353	Bonded Jacketed Hollow Point	Golden Saber	9 MM	147	500	$377.65
23	Remington	23730	Full Metal Jacket	UMC	38 SPL	130	500	$283.90
24	Remington	23779	Full Metal Jacket	UMC	40 S&W	180	1000	$483.14
25	Remington	R29430	Jacketed Hollow Point	Golden Saber	40 S&W	180	500	$310.50
26	Remington	23696	Full Metal Jacket	UMC	45 ACP	230	500	$350.10
27	Remington	29416	Bonded Hollow Point	Golden Saber	45 ACP	230	500	$421.19
28	Remington	29453	Jacketed Hollow Point	Golden Saber	45 ACP	230	500	$362.15
29	Speer	53650	Total Metal Jacket or Brass Enclosed Base	Lawman	9 MM	115	1000	$210.22
30	Speer	53614	Bonded Hollow Point	Gold Dot	9 MM	115	1000	$436.81
31	Speer	53618	Bonded Hollow Point	Gold Dot	9 MM	124	1000	$436.81
32	Speer	53651	Total Metal Jacket	Lawman	9 MM	124	1000	$210.22

#	Mfg	Part#	Bullet	Product Name	Caliber	Gr.	RD/CS	2026 Price
33	Speer	53617	Bonded Hollow Point +P	Gold Dot	9 MM	124	1000	$436.81
34	Speer	53619	Bonded Hollow Point	Gold Dot	9 MM	147	1000	$436.81
35	Speer	53620	Full Metal Jacket	Lawman	9 MM	147	1000	$224.90
36	Speer	53970	Bonded Hollow Point	Gold Dot	40 S&W	165	1000	$499.14
37	Speer	53652	Full Metal Jacket	Lawman	40 S&W	180	1000	$279.21
38	Speer	53962	Bonded Hollow Point	Gold Dot	40 S&W	180	1000	$494.11
39	Speer	53653	Total Metal Jacket	Lawman	45 ACP	230	1000	$317.85
40	Speer	53966	Bonded Hollow Point	Gold Dot	45 ACP	230	1000	$562.19
41	Speer	54226	Bonded	Gold Dot G2	9 MM	147	1000	$499.89
42	Speer	53999	Bonded	Gold Dot G2	40S&W	180	1000	$544.80
43	Speer	53608	TMJ	Lawman	380ACP	95	1000	$298.05
44	Speer	53606	Bonded Hollow Point	Gold Dot	380ACP	90	1000	$432.56
45	Speer	53733	TMJ	Lawman	38 SPL	125	1000	$415.21
46	Speer	53720	Bonded Hollow Point	Gold Dot	38 SPL +P	125	1000	$548.24
47	Speer	53880	TMJ	CleanFire	40S&W	180	1000	$337.71
48	Speer	53365	Frangible	RHT	9mm	100	1000	$490.28
49	Speer	53375	Frangible	RHT	40S&W	125	1000	$551.79
50	Speer	53395	Frangible	RHT	45ACP	155	1000	$672.07

Rifle Ammunition

#	Mfg	Part#	Bullet	Product Name	Caliber	Gr.	RD/CS	2026 Price
1	Federal	T223A	Pointed Soft Point	Tactical TRU	223Rem	55	500	$332.61
2	Federal	AE223	Full Metal Jacket, Boat Tail	American Eagle	223Rem	55	500	$211.81
3	Federal	T223E	Boat Tail Hollow Tip	Tactical TRU	223Rem	55	500	$361.09
4	Federal	T223T	Ballistic Tip	Tactical TRU	223Rem	55	500	$449.85
5	Federal	LE223T3	Bonded Soft Point	Tactical Bonded	223Rem	62	200	$265.91
6	Federal	T223L	Jacketed Soft Point	Tactical TRU	223Rem	64	500	$350.68
7	Federal	GM308M500	Boat Tail Hollow Tip	Gold Medal Match	308Win	168	500	$659.37
8	Federal	T308T	Ballistic Tip	Tactical Tip	308Win	168	500	$633.77
9	Federal	LE223T1	Bonded	Tactical Bonded	223Rem	55	200	$265.91
10	Federal	LE308TT2	Bonded Tip	Tactical Bonded	308Win	168	200	$422.00
11	Federal	BC556NX1	Frangible	Ballisticlean	5.56mm	50	500	$375.89
12	Federal	AE223N	FMJ	American Eagle	223Rem	62	500	$217.86
13	Federal	AE308D	FMJ	American Eagle	308Win	150	500	$505.86
14	Remington	23685	Full Metal Jacket	UMC	223Rem	55	500	$257.10
15	Remington	28918	Bonded Soft Point	Premier	223Rem	62	200	$189.40
16	Speer	24446	Bonded Soft Point	Gold Dot	223Rem	55	500	$335.57
17	Speer	24445SP	Bonded Soft Point	Gold Dot	223Rem	62	500	$335.57
18	Speer	24475	Bonded Soft Point	Gold Dot	223Rem	75	500	$341.07

#	Mfg	Part#	Bullet	Product Name	Caliber	Gr.	RD/CS	2026 Price
19	Speer	24458	Bonded Soft Point	Gold Dot	308Win	168	500	$580.24
20	Speer	30	Copper Plated	Mini-Mag	22LR	40	5000	$390.42

LEAD-FREE RIFLE AMMUNITION (GREEN)

Mfg	Part#	Bullet	Product Name	Caliber	Gr.	RD/CS	2026 Price
Federal	BC223NT5	Non-Toxic Frangible	Ballisticlean	223Rem	42	500	$444.23
Remington	23896	Frangible	Disintegrator	223Rem	55	500	$367.22

Shotgun Ammunition

#	Mfg	Part#	Bullet Style	Product Name	Caliber	Pellet Count	RD/CS	2026 Price
1	Federal	LE13200	00 Buck Shot, Low Recoil	Tactical	12 Gauge, 2-3/4"	9	250	$215.97
2	Federal	LE127RS	Hollow Point, Rifled Slug, 1oz	Tactical	12 Gauge, 2-3/4"	n/a	250	$208.20
3	Federal	TGL12-7.5	#7.5 Bird Shot	Top Gun	12 Gauge, 2-3/4"	n/a	250	$91.52
4	Federal	F127RS	Slug, Duty, Practice, 1oz	Power Shok	12 Gauge, 2-3/4"	n/a	250	$216.81
5	Federal	LE13300	00 Buck Shot	Tactical	12 Gauge, 2-3/4"	8	250	$215.97

#	Mfg	Part#	Bullet Style	Product Name	Caliber	Pellet Count	RD/CS	2026 Price
6	Federal	LE12700	00 Buck Shot	Tactical	12 Gauge, 2-3/4"	9	250	$215.97
7	Federal	LEB127LRS	Rifled Slug, 1oz	TruBall	12 Gauge, 2-3/4"	n/a	250	$223.75
8	Federal	TGL12-8	#8 Shot	Top Gun	12 Gauge, 2-3/4"	n/a	250	$91.52
9	Remington	20643	00 Buck Shot, Low Recoil	LE Reduced Recoil	12 Gauge, 2-3/4"	9	250	$224.05
10	Remington	20285	Hollow Point, Rifled Slug, 1oz	Slugger	12 Gauge, 2-3/4"	n/a	250	$252.90
11	Remington	20244	#7.5 Bird Shot	Gun Club	12 Gauge, 2-3/4"	n/a	250	$92.14
12	Remington	20279	Slug, Duty, Practice, 1oz	Slugger	12 Gauge, 2-3/4"	n/a	250	$238.50
13	Remington	20645	00 Buck Shot	LE Reduced Recoil	12 Gauge, 2-3/4"	8	250	$238.10
14	Remington	20812	00 Buck Shot	Express LE	12 Gauge, 2-3/4"	9	250	$242.20
15	Remington	20230	#8 Shot	Gun Club	12 Gauge, 2-3/4"	n/a	250	$92.14

SHOTGUN, LEAD-FREE (GREEN)

#	Mfg	Part#	Bullet Style	Product Name	Caliber	Pellet Count	RD/ CS	2026 Price
1	Federal	BC13200	Frangible 00 Buck	Ballisticlean	12 Ga 2-3/4"	9	250	$345.14
2	Federal	BC127RS	Frangible Slug	Ballisticlean	12 Ga 2-3/4"	n/a	250	$449.80
3	Remington	20635	Frangible Slug	Disintegrator	12 Ga 2-3/4"	-	250	$454.85
4	Remington	20641	Frangible 00 Buck	Disintegrator	12 Ga 2-3/4"	9	250	$425.12

ADDITIONAL CHARGES	
Lift Gate Services.	
If a lift gate delivery is required, please include this information on the purchase order. The fee is $50 for orders under 100 cases, and no charge for 100+ cases. Please ensure the address on the purchase order is correct and lift gate noted if required. Once a shipment is en route, any changes will incur a fee from the carrier that will be billed to the Purchaser, including higher lift gate fees.	**Price** $50.00

Delivery Charges. Additional delivery charges are allowed for orders that do not meet the minimum five (5) cases or more, *Provided,* however that such additional delivery fee shall not exceed $30.00 per case.	
Orders under five cases will be billed for actual freight, up to $30.00 per case.	**Price** $120.00

22422 SDPE AMD2

Final Audit Report 2025-12-24

Created:	2025-12-24
By:	Brad Stringfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
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"22422 SDPE AMD2" History

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

Contract #:	C-101550
Start Date:	Jan 18, 2024
End Date:	Dec 31, 2028
Total Contract Amount:	$300,000.00

San Diego Police Equipment Co Inc
8205-A Ronson Rd
San Diego, CA 92111

Submit all invoices and questions to:

Daphine Harris / Daphine.Harris@cityofvancouver.us

Contract Overview

Awarded Remington ammunition for all weapon types.

2/12/26 Amendment 1, Updated terms and conditions but no change in WD. JH
2/12/26 Amendment 2, Extend to 12/31/28. JH

Final Term Ends On: 12-31-2028

Terms and Conditions

Ammunitions #22422 Contract and Amendments thereto (“Master Contract”) between the Contractor and State of Washington DES adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "State of Washington DES" under the terms of the master contract.

Authorized Signature

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

Purchase Order #:	PO-70837
Revision #:	0
Effective Date:	3/25/25
Contract #:	C-101550

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

San Diego Police Equipment Co Inc
8205-A Ronson Rd
San Diego, CA 92111

Submit Invoice To:

City of Vancouver
Allen Carman
PO Box 1995
Vancouver, WA 98668
Allen.Carman@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:

City of Vancouver
Allen Carman
Police - Headquarters (Evergreen Blvd)
605 E Evergreen Blvd
Vancouver, WA 98661

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

Allen Carman / (360) 487-7495 Allen.Carman@cityofvancouver.us

Sample

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	03/20/2025 RYAN QUOTE FED-AE25AP FEDERAL 25ACP 50GR FM 50/BOX	2	Box	56.90	10.01	113.80
2	FED-AE32AP FEDERAL 32ACP 71GR 50/BOS	2	Box	63.20	11.12	126.40
3	FED-AE357S2 FEDERAL 357SIG 125GR FMJ 50/BOX	2	Box	62.00	10.91	124.00
4	FED-AE380AP FEDERAL 380ACP 95GR FMJ 50/BOX	4	Box	92.60	32.60	370.40
5	FED-AE40R3 FEDERAL 40S&W 165GR FMJ 50/BOX	6	Box	150.60	79.53	903.60
6	FED-AE10A FEDERAL 10MM 180GR FMJ 50/BOX	2	Box	65.30	11.49	130.60
7	FED-AE45A FEDERAL 45ACP 230GR FMJ 50/BOX	4	Box	110.80	39.00	443.20

8	FED-AE223T75 FEDERAL .223 75GR TMJ 20/BOX	6	Box	90.96	48.03	545.76
9	FED-A76239A FEDERAL 7.62X39 124GR FMJ 20/BOX	2	Box	44.48	7.83	88.96
10	FED-AM22 FEDERAL .22LR 40GR LEAD 325/BOX	1	Box	25.80	2.27	25.80
11	FED-TGL12-7.5 FEDERAL TOP GUN 12GA 2 3/4" #7.5 ? 25/BOX	1	Bo	9.30	0.82	9.30
12	FED-AE38K FEDERAL 38SPL 130GR FMJ 50/BOX	2	Box	57.40	10.10	114.80
13	FED-AE357A FEDERAL 357MAG 158GR JSP 50/BOX	2	Box	65.10	11.46	130.20
14	FED-AE5728A FEDERAL 5.7X28MM 40GR FMJ 50/BOX	2	Box	79.40	13.97	158.80
15	FED-AE300BLK1 FEDERAL 300 BLK 150GR FMJ-BT 20/BOX	2	Box	41.76	7.35	83.52
16	FED-AE9DP FEDERAL 9MM 115GR FM 1000/CS WA STATE #22422	1	Case	239.90	21.11	239.90
17	FRIEGHT	1	Each	121.41	10.68	121.41
				Subtotal:		$3,730.45
				Tax:		$328.28
				Total:		$4,058.73

Sample

Note to Supplier

Ammunitions #22422 Contract and Amendments thereto (“Master Contract”) between the Contractor and State of Washington DES adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "State of Washington DES" under the terms of the master contract.

Authorized Signature

Staff Report: 126-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject
Contract Spending Threshold Increase - CryWolf Contract for Vancouver Police Department - C-101168

Key Points

- Vancouver Police Department has contracted with CryWolf to manage the City's False Alarm Program.
- The Police Department's utilization of this contract is expected to exceed the current $300,000 threshold and City Council approval is required to increase the threshold.

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

Present Situation
Vancouver Police Department outsourced the False Alarms Program to CryWolf in May 2022. The Police Department's utilization of this contract is expected to exceed the current $300,000 threshold. Increasing the threshold for this contract requires City Council approval. The Police Department is requesting to increase the threshold by $200,000 for a maximum of $500,000, for fiscal years 2026-2027, ending May 31, 2027; during which the Police Department will be issuing an RFP per city procurement policies.

Advantage(s)
Allow Vancouver Police Department to continue contracting with CryWolf to manage the False Alarm Program.

Challenge(s)
None

Budget Impact
None. Appropriation was approved through the 2025-2026 Biennial Budget.

Prior Council Review
None

Action Requested
On Monday, June 15, 2026, authorize the City Manager, or designee, to increase the spending threshold for the CryWolf contract by 200,000, up to a maximum of $500,000 through May 31, 2027.

Staff Contact

Daphine Harris, Police Business Services Manager, daphine.harris@cityofvancouver.us

Attachments:

1. Contract

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AGREEMENT FOR ALARM MANANGEMENT SERVICES

THIS CONTRACT FOR ALARM MANAGEMENT SERVICES ("Contract") made and entered into this _____day of _____, 2022 (the "Effective Date") by and between City of Vancouver ("CUSTOMER" or "CITY"), a Washington State municipality, having offices at 415 West 6th Street, Vancouver, WA 98660, and CentralSquare Technologies, ("CST" or "CONTRACTOR"), a Delaware Limited Liability Company having offices at 1000 Business Center Drive, Lake Mary, Florida 32746, each, a "Party", and together, the "Parties".

W I T N E S S E T H:

Whereas, the CITY Council enacted ordinances related to alarm systems and false alarms titled as Alarm Ordinance No. M-3589 as of the Effective Date ("Alarm Ordinance"), as amended; and

Whereas, in its implementation of the Alarm Ordinance, CITY is authorized to engage a third-party CONTRACTOR to assist the CITY in the enforcement of the Alarm Ordinance; and

Whereas, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain;

Whereas, CITY desires to engage the CONTRACTOR to provide the full-service alarm management solution ("Services") described in **Attachment A**; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the parties agree as follows:

1. Term.

The term of this Contract shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of three (3) years following the Effective Date. This contract will automatically renew for additional one-year periods unless CITY or CONTRACTOR exercise contract termination as outlined in Section 17.

2. Contract Documents and Order of Precedence.

The contract documents consist of the following Attachments which are incorporated into the Contract by this reference:

A. **Attachment A**, describes the Statement of Work to be provided by the CONTRACTOR and outlines the CITY's operational responsibilities, and **Attachment B**, Pricing and Payment Terms.

B. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A and (3) Attachment B.

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3. Alarm Management Statement of Work.

A. The CONTRACTOR shall provide the Alarm Management Services described in **Attachment A - Alarm Management Services Statement of Work.**

B. The Alarm Management Services shall assist CITY in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of CITY's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to CITY of timely false alarm information, all as more specifically described in **Attachment A - Alarm Management Services Statement of Work**.

4. Software License.

CITY shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Alarm Management Services described in **Attachment A**. The license shall cover all Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by CITY to access its false alarm information.

5. Duration of the Software License.

CITY shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Alarm Management Services to CITY and/or licenses the Software in accordance with the Termination provisions in this Contract. This license shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, CITY's license rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment B.**

CONTRACTOR shall notify CITY within 48 hours of CONTRACTOR being aware of a confirmed data breech where CITY data may be compromised at help.desk@cityofvancouver.us In addition CONTRACTOR shall notify CITY when applying patches or outages.

CONTRACTOR shall make available a SOC 2 Type 2 report for the CITY on an annual basis.

CONTRACTOR shall maintain backups at a geographically diverse location and will allow the CITY to export CITY data periodically. Data export will be in CONTRACTOR-defined format.

Electronic payments are processed using CONTRACTOR's third-party payment provider. The third-party payment provider shall comply and keep current with PCI compliance.

6. Modification of the Software.

A. Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and CITY's computer systems required to import or export data in order to implement the Software as described in Attachment A.

B. CITY shall retain a nonexclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall be subject

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to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the parties in writing prior to any such additional use.

7. Protecting Confidential and Proprietary Information.

The proprietary information of both parties, CONTRACTOR and CITY, is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the parties recognize that the CITY is a government body subject to compliance with Washington Public Records laws.

Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third party by CONTRACTOR, except as required by law.

All data received hereunder shall be made a part of CITY's permanent records and files and preserved therein for a period in accordance with the requirements of Washington law. CITY will inform CONTRACTOR of the required retention time in writing at the beginning of the Contract term and, in the event these requirements change, as soon as those changes are approved by the appropriate State or CITY agency.

All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to CITY on a timely basis, but no more than 30 days, in a Microsoft Excel electronic file format or, at the City's discretion, another agreed upon file format.

8. Reproduction and Copyright.

A. The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. CITY may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

B. CITY may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on CITY single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

9. Limitations on the Use of the Software.

CITY may not reverse engineer, decompile, or disassemble the Software. The Software is licensed as a single product. Its component parts may not be separated.

10. Notices of Intellectual Property Rights.

CITY shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software

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when displayed electronically, or when output created by it is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

11. Payment.

CITY shall pay the CONTRACTOR for the Services described, in accordance with **Attachment B** ("Payment Terms").

All invoices and payment information billed by CONTRACTOR to CITY, if any, will be sent to: software@cityofvancouver.us, city.finance@cityofvancouver.us, and cityvpdlogistics@cityofvancouver.us .

12. Collection of Fines.

The CITY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinances and at the direction of the Alarm Administrator, as designated per Section 15 below. If the CITY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the CITY shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees from the third-party collection organization on behalf of the CITY.

13. Confidentiality of CITY False Alarm Data.

Any false alarm collection data provided to the CONTRACTOR during the performance of the Alarm Management Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of CITY. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify CITY and give CITY an opportunity to object to the disclosure.

14. CITY Responsibilities.

A. CITY shall cooperate with and assist the CONTRACTOR by providing management decisions affecting startup or provision of the Alarm Management Services within fifteen (15) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed Implementation Plan to be developed by CONTRACTOR and CITY at the start of the Services. This Implementation Plan will define the detailed tasks and schedule necessary to achieve program target milestones.

The Implementation Plan shall be agreed to in writing by both parties and upon execution by both parties shall be incorporated into this Contract by reference. If factors beyond the CONTRACTOR's control prevent processing of false alarms within the implementation timeline, extension of the implementation must be mutually agreed to and documented via change order.

B. CITY shall provide the CONTRACTOR with Computer Aided Dispatch (CAD) alarm incident records, appeal records, and necessary historical, non-financial alarm registration and alarm incident information in accordance with the terms of a mutually-agreed implementation plan and in a mutually-agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services and enforce the Alarm Ordinance.

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15. CITY Alarm Administrator.

To facilitate effective communication between CITY and the CONTRACTOR, and in accordance with the Alarm Ordinance, CITY shall designate an Alarm Administrator. The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by CITY. The Alarm Administrator has the authority to waive, void, or modify violation notices and the resulting fine amounts. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format.

16. Resolution of Disputes

A. Exclusive Dispute Resolution Mechanism. The parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

B. Good Faith Negotiations. The parties agree to send written notice to the other party of any Dispute ("Dispute Notice"). After the other party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute at either CST or the CITY's location. The negotiation may also be held through Microsoft Teams, Zoom, or another online, remote platform. Each Party shall be responsible for its associated travel costs, if any. The parties agree to attend no fewer than three negotiation sessions attended by CST's Vice President and the CITY's Deputy City Manager (or employees of equivalent or superior position).

C. Escalation to Mediation. If the parties cannot resolve any Dispute during the good faith negotiations either party may initiate mediation hereunder.

D. Mediation. Subject to the provisions below, the parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

E. Confidential Mediation. The parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

F. Litigation or Arbitration as a Final Resort. If the parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either party may commence binding arbitration in accordance with the provisions of regarding Governing Law and Arbitration.

G. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Clark County, Washington. Parties agree to hold the deliberations in such arbitration confidential.

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H. Arbitration Procedure. Parties agree arbitration must be commenced by delivering a notice of arbitration to the other party. The Notice must set out the nature of the claim(s), and the relief requested. Within 30 days of the receipt of the notice, the receiving party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the parties hereto. The parties agree that judgment may be entered upon the award by any court having jurisdiction.

17. Termination.

A. *For Convenience.* Either party may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the other party of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination.

B. *For Cause.* Either party may terminate this Contract for cause if the other party does not perform its duties or exercise its responsibilities in accordance with this Contract including the maintenance of the system of fees and fines in effect at the beginning of the Contract period. Upon an event of cause by either party (Non-performing party), the other (Claimant) party shall provide thirty (30) days prior written notice to the non-performing party that the Contract terms have not been carried out in accordance with this Contract. If the event of cause is not corrected by the Non-performing party to the reasonable satisfaction of the Claimant, the Claimant may terminate this Contract after a thirty (30) day written cure notice to the Non-performing party**.**

C**.** Termination within Initial Two (2) Year Period. If this Contract is terminated by the CITY or its implementation is terminated or postponed by the CITY during the initial two (2) year period, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to receive a prorated share of its initial startup costs as specified in **Attachment B**, in addition to any Service fees owed the CONTRACTOR as described in Paragraph 18 – Rights upon Termination.

18. Rights upon Termination.

A. If CITY terminates this Contract or if the CONTRACTOR terminates for cause, CITY, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any Alarm Management Services fees and civil penalties for Ordinance violations billed, but not yet collected, as of the date of termination, in order to pay the CONTRACTOR, all amounts due the CONTRACTOR as a result of efforts engaged in by the CONTRACTOR on CITY's behalf.

B. In the event that either party terminates this agreement, the CONTRACTOR agrees that all data collected under this agreement is part of CITY's permanent record and that all data, including historical records under the required retention time will be provided to CITY in a Microsoft Excel electronic file format or, at the City's discretion, another agreed upon data format within 30 days of the termination date.

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19. Indemnification.

A. The CONTRACTOR shall indemnify, hold harmless, and defend CITY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of CITY or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance requirements described in Section 22 and shall survive the termination of this Contract.

B. In the event that a claim is made against the CONTRACTOR, which arises out of the negligence or willful misconduct of CITY or any of CITY's employees in the performance or breach of this Contract, CITY shall indemnify the CONTRACTOR to the extent CITY is liable and authorized to do so under the law, provided that such claim is not caused by the negligent act or omission or willful misconduct of CONTRACTOR or its subcontractors or employees acting within the scope of their employment.

C. Any party seeking indemnification shall promptly notify the other party of its discovery of any matter-giving rise to a claim of indemnity. For each individual claim, the indemnifying party shall have no obligation to the other or to any third party with respect to any expenses incurred by or on behalf of the other or its assumption of control of the defense of the claim, or with respect to any compromise or settlement made, without the prior written consent of both parties.

20. Patent infringement.

The CONTRACTOR shall indemnify CITY, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against CITY to the extent that any such action is predicated on the use of CONTRACTOR's software, during the term of this Contract. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance and shall survive termination of this contract

21. Limitation of Liability.

LIMITED LIABILITY OF CONTRACTOR. WITH THE EXCEPTION OF ANY DUTY TO INDEMIFY, HOLD HARMLESS OR DEFEND THE CITY UNDER SECTIONS 19 AND 20 ABOVE, CONTRACTOR'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES COLLECTED IN CONNECTION WITH THIS AGREEMENT FOR THE PREVIOUS 12 MONTHS.

EXCLUSION OF DAMAGES. WITH THE EXCEPTION OF ANY DUTY TO INDEMIFY, HOLD HARMLESS OR DEFEND THE CITY UNDER SECTIONS 19 AND 20 ABOVE, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT CONTRACTOR, CONTRACTOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF USE, DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT CONTRACTOR, CONTRACTOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE

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POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

BASIS OF THE BARGAIN. CITY ACKNOWLEDGES THAT CONTRACTOR HAS AGREED TO THE REVENUE SHARING STRUCTURE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

22. Insurance.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to CITY for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of $1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent CONTRACTORs, broad form property damage, and personal injury coverage and a minimum aggregate amount of $1,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits. In addition, the CONTRACTOR shall provide a cyber liability Policy that shall include coverage against claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, and alteration of electronic information, extortion and network security, with a minimum amount of $2,000,000 per occurrence.

The CONTRACTOR agrees that it shall add CITY, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Contract. In addition, the CITY shall be included as an additional insured.

Before any work is initiated and before any invoices are paid for work performed under this Contract, the CONTRACTOR shall provide written proof of compliance with the above insurance requirements by delivering to:

City of Vancouver
Procurement Services
PO Box 1995
Vancouver, WA 98668-1995
Email: procurement.services@cityofvancouver.us

A copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect. The CONTRACTOR shall maintain, update, and renew the Certificate(s) for the term of this Contract.

23. Assignment.

This Contract shall not be assigned to any third party without prior written consent, which may be withheld in the sole and absolute discretion of either party. A change in ownership of the CONTRACTOR or a purchase of the majority of assets or stock of the CONTRACTOR by another company shall not be considered an assignment of this Contract.

24. Attorney's Fees.

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Should the parties or either of them employ an attorney (either an internal or outside attorney) to enforce through arbitration or by litigation in a court of competent jurisdiction, any of the contract provisions because of a disputed matter arising under this Contract, to assert damages for the breach of the Contract, or in order to obtain injunctive relief, then the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and any expenses expended or incurred.

25. Notices.

Wherever under this Contract one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand, by email or when mailed, by United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the CONTRACTOR:

CentralSquare Technologies
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Legal Department

In the case of CITY:

City of Vancouver
Anna Vogel
415 W 6th Street
Vancouver, WA 98660
Email: anna.vogel@cityofvancouver.us

26. Governing Law.

The substantive laws of the State of Washington shall govern this Contract without regard to the law of conflicts. Any arbitration proceeding to resolve a dispute under this Agreement will take place in Clark County, Washington. Court venue shall be in the appropriate court of Clark County, Washington. Such actions shall neither be commenced in nor removed to federal court.

27. Severability.

If any provision of this Contract is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

28. No Waiver.

The failure by any party to exercise any right stated in this Contract shall not be deemed a waiver of the right.

29. Complete Agreement.

This Contract when signed by both parties sets forth the entire understanding of the parties as to its subject matter, conditions and obligations and may not be modified except by further written agreement.

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30. Independent Contractors.

In performing the work under this Contract, the CONTRACTOR acts as an independent CONTRACTOR and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The CONTRACTOR, as an independent CONTRACTOR, is obligated to pay federal and state income tax on moneys earned. The personnel employed by the CONTRACTOR are not and shall not become employees, agents or servants of CITY because of the performance of any work by or under the performance of this Contract.

WHEREAS, the individuals representing the parties are both authorized and have executed this Contract effective as of on the date first written above.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
Anna Vogel
7C05B7FF075849B...
Anna Vogel, Procurement Manager

5/13/2022
Date

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
CentralSquare Technologies, LLC

DocuSigned by:
Billie Jo Belcher
B91DD5AC1C024D5...
Signature

Billie Jo Belcher Assistant General Counsel
Printed Name /Title

5/2/2022
Date

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ATTACHMENT A

ALARM MANAGEMENT SERVICES

STATEMENT OF WORK

A. Summary

This CryWolf Alarm Management Services Statement of Work (SOW) is a joint effort between CentralSquare Technologies ("CST" or CONTRACTOR") and City of Vancouver, Washington ("CUSTOMER" or "CITY"). This document outlines and describes the alarm program management services to be provided to the Police Department, proposed project plan, deliverables, and the tasks required by both CONTRACTOR and CITY personnel. If a service is not described in this document, then it will not be provided within the scope of this project.

A.1 Alarm Management Services Overview

Our alarm services team will administer CITY's alarm program in accordance with CITY's Alarm Ordinance.

- **Secure access online to adaptable reports**: CONTRACTOR will provide authorized CITY staff with direct inquiry and report generation capabilities via real-time, encrypted, Web-based connection to alarm management information. This approach is currently used by many CONTRACTOR clients and provides CITY flexible, secure, and timely access to information.
- **Recording of Program Telephone Calls**: CONTRACTOR call center process is designed to ensure the highest quality customer service including accurate, courteous, and consistent communications with CITY citizens and businesses. In support of these objectives, CONTRACTOR employs a communications appliance integrated into our telephone system to record incoming customer calls. Using this device, digital copies of incoming citizen and business telephone calls are captured in voice documents for later review, comment, and sharing of telephone conversations. This process helps ensure the highest level of customer service.
- **Extensive Language Support:** CONTRACTOR utilizes a Language Service to provide extensive language support. This same service is used successfully by thousands of public safety organizations nationwide. Accordingly, CONTRACTOR can provide language support for 175 spoken languages and provide an array of communication choices for the hearing-impaired including Email, Text relay, Video relay and TTY formats.
- **Dedicated mailing address and toll-free citizen support line**: Our alarm management process is designed to reliably separate the CITY correspondence and calls we receive from the activity of other alarm programs we administer to ensure high-quality and personalized service to CITY's citizens and businesses. Our support line is available Monday through Friday, except Federal Holidays, 9am to 5pm local time.
- **Alarm program remittance lockbox**: Our approach to processing payments is designed to ensure fast, reliable, and secure payment processing. We will establish a dedicated, program account at a FDIC-insured, commercial bank lockbox facility for all mail-in payments. CONTRACTOR will open the dedicated bank lockbox on behalf of the City's alarm program using CONTRACTOR's tax ID #. This approach ensures GAAP-recommended separation of duties ensuring that the same personnel who generate invoices do not also process invoice payments—our staff does not handle program funds.

- **Internet-based payment of invoices**: CONTRACTOR will process false alarm payments made over the Web. Alarm holders can "Pay-by-Web" directly into a dedicated CITY alarm program website which we will host so that citizens can pay individual alarm invoices, or the full balance owed at any time, day or night.
- **Enhanced Alarm Data Security**: Alarm response services require the collection, maintenance, and communication of sensitive and highly confidential data about alarm locations. Understandably, businesses, citizens, security alarm companies, and city officials are concerned with unauthorized access to this information. CONTRACTOR has the technical infrastructure required to ensure the highest levels of data security. This includes core network and DMZ server firewalls, private internal IP addresses, and real-time virus scanning of all data. CONTRACTOR provides encrypted (Certified TSL) data transfer for all web functions. CONTRACTOR operates its own data servers and does not store any CITY data in subcontracted, public "clouds" where security policies are established by third-parties, data access is not properly restricted, and databases are co-mingled with other non-public safety customers.
- **Extensive Adjudication and Hearing Support**: Our service offering contains a fully integrated hearing and appeal system that allows the adjudication of any action for any account. CryWolf generates various reports that document and support all billing, noticing, and status change decisions.
- **Proven Collection Techniques**: With half a million false alarm charges processed annually, CONTRACTOR has extensive experience in violations processing and generate collection notices at 30, 60, 90 and 120 day intervals. At the direction of the CITY, CONTRACTOR will also engage a CITY's contracted third-party collections agency to recover delinquent collections.
- **Comprehensive Public Awareness Campaign**: We will work with CITY to design a comprehensive public information campaign to ensure the highest degree of compliance and public support by providing samples, templates, and consultation to assist the CITY in executing an effective education campaign.
- **Document Control and Mail Verification Software (DCMVS)**: CONTRACTOR uses the latest Document Control and Mail Verification Software to interface with the United States Postal Service to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The process assists to identify, verify, and correct invalid addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last six years. DCMVS also automates document integrity, processing, and security. Utilizing DCMVS creates faster turnaround of invoices, correspondence, and registrations, while assisting in locating people for collections.
- **24/7 Dispatch and Mobile Officer Inquiry of Alarm Site Information**: CONTRACTOR offers a unique capability for dispatch operators and mobile officers to query the alarm database 24/7 via computer or smart phones. Returned information can include alarm status, e.g. suspended response; alarm system contacts (names and phone numbers); false alarm history; and site condition information, e.g. senior in building, hazardous materials or guns stored on premises. This information access promotes better officer and public safety.
- **Furnish and maintain all supplies**: CONTRACTOR provides all computer hardware, furniture, equipment, and software necessary to install and operate the system at our processing facilities. False alarm processing will be performed at our fully equipped and staffed facilities in Lake Mary, Florida. This facility is currently used to administer alarm programs in cities and counties coast to coast. CONTRACTOR will also provide all necessary forms, supplies, postage, and mailing materials to administer the alarm program at CONTRACTOR facilities.

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A.1.1 Alarm Program Website and Payment Portal

CONTRACTOR will provide a fully interactive, secure Alarm Program website that can be accessed by a link on CITY's website. Our secure, online access allows alarm users to update their alarm information without waiting to speak with a Customer Service Representative. This online service is available on a 24/7 basis.

This website allows alarm users to review their registration status, update contact information, renew permits, make payments, and provides alarm training, education and information regarding the CITY's ordinance. The web-based registration may be used by both alarm users and alarm companies (to register their alarm users). The CITY Alarm Program website can provide citizens and businesses continuing alarm education by presenting false alarm reduction information and providing access to an online Alarm Awareness Class (Alarm School). The online information can include:

- Alarm Ordinance
- Appeal process
- Registration & reinstatement requirements
- False alarm fee structure
- Tips on How to Reduce False Alarms
- Frequently Asked Questions
- Law Enforcement response guidelines
- Alarm School

The CITY's Alarm Administrator will also be provided secure online access to make changes to mailing addresses, phone numbers and contact information for alarm users and alarm companies, as required. This website also provides authorized CITY staff secure online access to detailed alarm account information and histories, supporting documentation, financial and alarm activity reports, and real-time hearing and appeals decision-making. This online service is available on a 24/7 basis.

Web-based payment of invoices: False alarm payments can be made through the online Alarm Program payment portal. Alarm holders can pay online directly using our dedicated CITY alarm program website which CONTRACTOR will host so that citizens can pay individual alarm invoices, or the full balance owed at any time, day or night. On-line payment processing is performed by our third-party, PCI-compliant online payment process company.

A.1.2 CAD to CryWolf Alarm Incident Data Transfer:

This project includes an alarm incident data transfer process from CITY to the CryWolf database. This process will transfer alarm incident data from the CITY to the CryWolf system for daily processing of false alarms. This process can be automated, using scheduled data transfers during off-peak hours to our secure FTP site for processing and does not require CITY resources to operate.

CITY will extract a data file from the Clark County Regional Emergency Services Agency (CRESA) Hexagon CAD system, of CITY's current false alarm data to files that can be read by the CryWolf database utilizing the CryWolf prescribed formats (Refer to Exhibit 1). CryWolf can accommodate various methods of data transfer including simple flat files; e.g., comma delimited, fixed length, Excel, and web service (XML) formats. CryWolf supports more than 30 alarm incident data fields.

Any cost required by CITY, CRESA or Hexagon for the purchase, license, implementation or support of this data transfer process is CITY's responsibility and is not included in this Scope of Work.

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A.1.3 Historical Data Conversion

CONTRACTOR will transfer the CITY's current CryWolf on-premise database of alarm events, custom correspondence and financial transactions and correspondence to CONTRACTOR-provided database.

A.2 CONTRACTOR Tasks to Support the Alarm Program

1. Update alarm business, alarm system location and responsible party information and renew permits and alarm registrations in accordance with the CITY Alarm Ordinance ("Ordinance"). Updated information may be processed by mail, electronically and / or online;
2. Register, renew and invoice alarm system registrations in accordance with the Ordinance. Registrations and renewals may be processed by mail, telephone, or online. Notices related to registration may be sent by email or mail based on the alarm user contact information maintained;
3. Import daily into the CONTRACTOR's CryWolf alarm billing system, alarm incident data (in formats prescribed by CONTRACTOR) extracted by the CITY from the CRESSA CAD system;
4. Create and host a dedicated, secure (TSL encrypted) CITY Alarm Program website for CITY citizens and businesses to obtain false alarm reduction educational information, review alarm ordinance and appeal requirements, access and update alarm account information, and pay alarm fees online if preferred. This website may be linked by the CITY to the CITY website if desired;
5. Initialize, maintain, secure and back-up Program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. CONTRACTOR will comply with the provisions of the Alarm Ordinance, and update Program business rules to comply with Alarm Ordinance changes as supported by the CONTRACTOR software;
6. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by CONTRACTOR;
7. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent payment notices. All correspondences will be sent by mail or email based on the alarm user's accepted contact method(s);
8. Provide and host an Alarm Program website for public and CITY access. This website can be accessed by link to the CITY's website and allows alarm users to review their registration status, update contact information, renew permits, make online payments, and provides alarm training, education, and alarm program information as provided by the CITY.
9. Answer telephone inquiries from CITY alarm users that are placed to a false alarm program toll-free customer service number established for the CITY;
10. Process fee / penalty payments mailed to and deposited in a bank lockbox and account opened by CONTRACTOR at either Bank of America or Wells Fargo. Payments received from other payment channels, e.g. online, as agreed on by CONTRACTOR and the CITY, will be deposited in bank account and payments applied to alarm accounts;
11. Support alarm hearings and appeals by notifying the CITY of any such appeals, providing a CITY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results;
12. Provide and maintain computer equipment, software and furniture at CONTRACTOR's Program processing facilities;

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13. Provide the CITY secure (TSL encrypted), online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf and the designated bank, and agreed on between the CITY and CONTRACTOR; and,
14. Perform special collection functions as directed and authorized by the CITY such as retaining CITY contracted third-party collection agency or providing delinquent account information to other CITY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

A.3 CITY Tasks to Support the Alarm Program

1. Appointing a CITY Alarm Administrator ("Administrator") and backup administrator who will be the primary points of contact between CONTRACTOR and CITY. The Administrator(s) is responsible for overseeing CONTRACTOR's operation of the Alarm Management Services Program ("Program") and accessing Program information, as needed, via CONTRACTOR provided online access;
2. Approving or obtaining CITY approval of policies, procedures and materials used by CONTRACTOR in operating the Program, such as clarifications of Alarm Ordinance provisions, preferred responses to standard public telephone inquiries, and routine correspondence format and content;
3. Approving content and format of letters authorizing alarm businesses to provide their alarm user customer data electronically to the program;
4. Monitoring program progress and performance. This will include using our secure internet administrative website to access false alarm processing data and reports. It will also include status meetings with CONTRACTOR, generating management reports from CryWolf, and keeping other CITY managers informed;
5. Working with CONTRACTOR to resolve, on a timely basis, any program policy or procedural issue that can adversely affect the program, the program's efficient and effective operation, or CITY.
6. Requesting or supporting CONTRACTOR's requests of Alarm Companies, as needed, to provide alarm system information;
7. Administering the Hearing and Appeals process to include: Confirming hearing dates for written appeals submitted by alarm users to CryWolf Processing staff; participating as the Program's representative in the hearings; and documenting hearing results and ensuring that the results are provided to CryWolf processing staff to update the database.
8. Documenting and communicating false alarms, and deciding to suspend or limit response, as required by the alarm ordinance.
9. Responding to alarm service calls, determining whether calls are false alarms, providing any on-scene communications of alarm related information to alarm users, and for documenting alarm related information within the CAD system;
10. Extracting false alarm call incident data from the CITY CAD System and transferring this data electronically to CONTRACTOR (via CONTRACTOR's FTP site). The data extraction format will be provided by CONTRACTOR and CONTRACTOR will provide the CITY a routine for automating the daily transfer of alarm incident files to CONTRACTOR;

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11. Working with CONTRACTOR to develop a process to ensure that alarm user registration suspensions and revocations receive adequate CITY oversight and approval prior to CITY action, e.g. verified response status.
12. Executing the CITYs Alarm Program public awareness / education program.

A.4 Implementation Plan

The following sections provide an overview of the Implementation Plan for the CITY Alarm Management Services project. The services will be provided directly and managed by CONTRACTOR. CONTRACTOR assumes full responsibility for all deliverables that CONTRACTOR provides and will be the single point of contact for CITY.

A.4.1 Implementation Tasks

An experienced alarm services team under the direction of our proposed Project Manager will install, configure and maintain the Alarm Management Services program in accordance with CITY's requirements and CITY's Alarm Ordinance.

The major tasks of our proposed implementation plan are as follows:

- Contract and Project Plan
  - Complete contract paperwork
  - Finalize project startup plan and schedule
- Establish Initial Alarm Database
  - Contact alarm companies and obtain their alarm customer location data
  - Obtain alarm location data from citizens via the Alarm Program Website
- Establish Alarm Program Website
  - CITY/CONTRACTOR review alarm program website template
  - CONTRACTOR develops draft website information, e.g. ordinance, appeal guidelines, tips to reduce false alarms, frequently asked questions (FAQ), online alarm school
  - CONTRACTOR integrates and tests online payment processing
  - CITY reviews and approves final program website and links site to main CITY website
  - CONTRACTOR tests and implements final program website
- Establish the Program Payment Processes
  - CONTRACTOR establishes bank lockbox and alarm program bank account.
  - CONTRACTOR engages online payment processor
  - CITY/CONTRACTOR establish delinquent collection process
  - CITY/CONTRACTOR establish walk-in payment process, if required, and controls
  - CITY/CONTRACTOR establish business rules e.g. reconciliation procedures, acceptable check payee information, returned checks, excess payments, etc.
  - CITY/CONTRACTOR establish appeal process and acceptable waiver rationale
  - CITY/CONTRACTOR establish payment reconciliation and revenue share schedule.

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- Configure Alarm Incident Data Transfer
  - CITY/CONTRACTOR review transfer methodologies
  - CITY/CONTRACTOR test transfer process
  - Crossover to live alarm incident data transfer
- Establish Administrative Processes
  - CONTRACTOR completes program staffing, as necessary
  - CITY/CONTRACTOR review ordinance provisions and interpretations
  - CONTRACTOR develops program operating procedures and telephone scripts
  - CONTRACTOR prepares draft program correspondence, forms and invoice formats
  - CITY edits and approves correspondence, forms and invoice formats
  - CITY/CONTRACTOR develop public relations plan, e.g. press releases, public service announcements, etc.
  - CITY/CONTRACTOR reviews and approves geo- (address) validation process
  - CITY/CONTRACTOR tests and implements geo-validation process
- Test and Crossover to Live Operation
  - CITY/CONTRACTOR conduct end-to-end program test
  - Crossover to CONTRACTOR program administration
- Live Operation
  - Add/update registration
  - Process daily false alarm activations
  - Generate and transmit required alarm notices and invoices
  - Begin payment processing and management reporting

A.4.2 System Testing Plan

CONTRACTOR will also perform additional tests to ensure full system requirements are met including;

- Create required letter formats
- Enter all required location types
- Enter alarm count, letter selection and charge matrix
- Enter initial test alarm call information
- Generate test letters, accounting reports, and invoices
- Review program progress and results with the CITY Alarm Program Administrator

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ATTACHMENT B

PRICING AND PAYMENT TERMS

B. Revenue-Share Percentage

For the provision of all Services and technology outlined in this Contract, CONTRACTOR shall obtain payment exclusively from the revenues CONTRACTOR helps generate. There shall be no upfront systems development, licensing, equipment, travel, support or other costs. CONTRACTOR shall purchase, configure, install, and customize all systems and processes CONTRACTOR requires to provide the Services described herein.

The CONTRACTOR's Revenue Share is twenty-five percent (25%).

B.1 Revenue-Share Provisions

1. The following amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:
   - Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY;
   - All necessary bank fees charged by the bank lockbox including overdraft protection, fraud protection and other reasonable charges necessary to protect funds in the lockbox;
   - Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates); and
   - Third-party credit card processing charges, if any.

   In this approach, CONTRACTOR and CITY share the objectives of reducing bank, credit card and mailing costs. These costs can be easily reduced by emailing instead of mailing correspondence, encouraging online payments to avoid bank lockbox fees, and establishing convenience fees for online payments to offset credit card fees. As the entity in control of the lockbox, CONTRACTOR will take all reasonable and necessary steps to protect the deposited funds from waste or loss.
2. Any certified mail requirements will be billed separately on a monthly basis and will be paid directly from the CITY's portion of the revenue-share.
3. **CAD Interface**: CONTRACTOR will provide the interface between the CITY's CAD and the CryWolf database as described in the Attachment A: Statement of Work.
4. If CITY fails to provide false alarm incidents in a timely manner, as described in Attachment A.1.2, causing the bank lockbox account to have a negative balance, CITY is responsible for any penalties incurred from the bank lockbox for a negative balance or insufficient funds.

B.2 Revenue Share Assumptions

The revenue share percentages are based on several assumptions over which the CONTRACTOR has little or no control. If CITY causes any of the following assumptions to fail, CONTRACTOR shall have the right to renegotiate the Revenue Share.

1. The Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract effective date;
2. The CITY adopts a fair, but firm approach to granting appeals. Appeals and CITY waived charges are expected to reduce collections by no more than 10% annually; and

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3. The CITY actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

B.3 Revenue Share Payment Process

CITY and CONTRACTOR agree as follows:

1. All false alarm related fee collections from any payment method, including but not limited to bank lockbox and online credit card, shall be deposited, as soon as practical, in an Alarm Bank Account ("Alarm Account") to be established at a commercial bank;
2. CITY and CONTRACTOR agree to maintain a positive balance of available funds ("Minimum Balance") at all times in the Alarm Account;
3. At the beginning of each month, CONTRACTOR will reconcile the alarm related deposits for the most recent completed month and report the same to CITY. Upon CITY's approval, CITY and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to CITY and to CONTRACTOR as follows:
    a. With regard to the transfer to CONTRACTOR, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 25% of the revenue collected during the preceding month, shall be transferred to a bank and account authorized by CONTRACTOR; and,
    b. The remaining balance of the revenue collected during the preceding month of no less than 75%, shall be transferred to a bank and CITY account specified by CITY.
4. At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and to CITY on the same prorata basis, e.g. 25% and 75% respectively. In addition, Contractor will continue to collect payments from the lockbox and record such payments for the CITY on an Excel spreadsheet which will be provided to the CITY on a weekly basis for 90 days. At the end of each month, for the90-day period, Contractor will reconcile the bank statement and spreadsheet of payments after termination date and CONTRACTOR shall share those payments collected in the lockbox with the CITY and be compensated at 25% for those 90 days of payments collected after termination date.

B.3.1 Delinquent Account Terms

The parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the CITY and CONTRACTOR are retained to collect overdue amounts, the parties agree that the collection costs shall to the extent permitted by State of Washington law be added to the delinquent amounts owed by alarm system users or be borne by the parties on a pro-rata basis by deducting the third-party collection fees from the gross third party collections before the revenue shares are calculated.

B.3.2 The CITY Payment Upon Early Termination (Per Paragraph 17C)

If, within the initial two (2) years of the effective date, this Contract is terminated by the CITY for convenience under 17A, or is terminated by CONTRACTOR for cause as defined in Paragraph 17B, CONTRACTOR shall be due a one-time Program Termination fee, not to exceed $24,000, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The $24,000 shall be amortized (reduced) on a straight-line basis ($1,000 per month) over the initial two (2) year period.

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EXHIBIT 1 - CAD to CryWolf Data File Transfer Specifications

CryWolf database can except data from a CAD or RMS system that can export, or have extracted, false alarm data in a format the CryWolf can read. These formats include ASCII text (flat file) where the data fields are delimited (separated) by commas, fixed lengths, or “pipe” characters; XML (web services); or MS Excel, CSV, SQL.

- All the data will be read as string from the file.
- CryWolf does not dictate the order of the fields in the text file.
- CryWolf only mandates a few fields (indicated below), but including as many fields as possible, in the extracted false alarm CAD file, is the best approach.
- All others can be included to simplify the work of the False Alarm Unit administrator.

It is recommended that the CAD extraction routine export daily alarm incident data, at a set time each day as specified by the agency. The extracted data will be in the form of a comma- or fixed- length separated, ASCII text file (or other format see above) and will be transferred to a Month/Year- designated folder. This folder will be at a specific network directory location that is accessible by both CAD (or RMS) and CryWolf. This file will include the date in its name, so that it can be easily selected by the agency’s CryWolf system operators for import and processing by CryWolf. The data fields in the CAD (or RMS) extracted file will be specified by agency. At a minimum the data fields will include a unique incident number, incident date, street address, suite or apartment if possible, and false alarm clearance code. The maximum number of fields will be limited by the data CryWolf currently maintains as described in table 1.1 of this document.

Mandatory Fields:

Case No	must be unique for each alarm incident
Incident Date	must be in some standard format (mm/dd/yy, mm/dd/yyyy, etc)
Incident Address	such as '123 MAIN ST'
Apartment/Suite	if applicable

The date is stored as a date, but the text string (01/01/01, 01/21/2001, etc.) in the text file is read and then converted as the field is loaded on the screen.

The next fields are used when the program is run in 'interactive' mode, where the program determines whether to charge or not, which assists in processing false alarms faster., the next four fields should be included, if possible.

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Desired Fields

Dispatch Code	any code used by the CAD system to tell the type of call
Clearance Code	any clearance code usually given by the officer to the dispatcher indicating whether this was a real crime, a false alarm, nothing found, etc.
Dispatch Comments	what the dispatcher types in usually what is relayed to him/her about the call. ('motion detector going off in back room', 'owner enroute', etc)
Officer Comments	whatever the officer says to the dispatcher that is typed into the narrative area of the CAD ('nothing found', 'building checked secure', etc)

All other fields are optional.

A complete list of data fields is shown in Table 1.1

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Table 1.1 - List of CryWolf "Call For Service" fields.

FieldName	Type	Size	Description
CaseNo	Text	50	Must be unique for every call
CADAlarmNo	Text	50	If the CAD record includes the Reg #
AlarmType	Text	50	Type of alarm call (fire, holdup, etc)
MonitoredBy	Text	50	CryWolf determines this value
FullAddress	Text	100	Incident address '123 MAIN ST'
Apt	Text	10	Apartment/Suite if applicable
IncidentDate	Date/Time		Actual Date of Incident
TimeReceived	Text	30	Time call received
TimeDispatched	Text	30	Time call dispatched
TimeOnScene	Text	30	Time first officer on scene
TimeCleared	Text	30	Time call is cleared
DispatcherInfo	Text	250	Any dispatcher info (ID, Name, etc)
CallTakerInfo	Text	250	Any Call Taker Info (ID, Name, etc)
OfficerID	Text	30	ID/Name of primary unit
UnitsAssigned	Text	250	List of multiple units if desired
DispatchCode	Text	50	The Call Type
ClearanceCode	Text	50	Final clearance code Must indicate if alarm is 'false' or an actual crime.
BeatNo	Text	50	The Beat/District/Area etc of the call
CADName	Text	250	The CAD 'Common Place Name' Name of the Business or
DisptchComments	Text	AnySize	Comments entered by the Dispatcher
OfcrComments	Text	AnySize	Officer comments (check secure, nothing found, etc)
Extra1	Text	250	Other field of your choice (optional)
Extra2	Text	250	Other field of your choice (optional)
Extra3	Text	250	Other field of your choice (optional)
Extra4	Text	250	Other field of your choice (optional)
Extra5	Text	250	Other field of your choice (optional)
Extra6	Text	250	Other field of your choice (optional)
Extra7	Text	250	Other field of your choice (optional)
Extra8	Text	250	Other field of your choice (optional)
DateEntered	Date/Time		Set by CryWolf
AlarmNo	Text	50	Set by CryWolf

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Staff Report: 127-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject

Interlocal Agreement Between the City of Vancouver and Clark County to Provide Representation at Probable Cause Hearings

Key Points

- RCW 39.34.180 provides that each city is responsible for the prosecution of misdemeanor offenses, and may elect to carry out this responsibility by entering into an interlocal agreement to provide this service. By law, persons arrested without a warrant and held in custody are entitled to have a probable cause hearing within 48 hours of arrest. Weekend probable cause hearings must be held Friday afternoons and Sundays, and sometimes on other days during holiday weeks.
- The Clark County Prosecuting Attorney's Office (the "Prosecutor's Office") has provided prosecution services for weekend probable cause hearings since 2001 to the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal pursuant to statute and an interlocal agreement which has automatically renewed every year since 2001 without consideration to amounts paid.
- The purpose of this interlocal agreement is to update the terms regarding prosecution services for weekend probable cause hearings to more accurately reflect conditions in the current year, including changes in population, the effects of inflation, and fair current compensation for attorneys working on weekends and holidays.

Strategic Plan Alignment

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

Present Situation

RCW 39.34.180 provides that each city is responsible for the prosecution of misdemeanor offenses committed by adults in its jurisdiction and referred from its law enforcement agency, and may elect to carry out this responsibility by entering into an interlocal agreement to provide this service.

Washington State Court Rules (CrR 3.2.1) provide that persons arrested without a warrant and held in custody are entitled to have a probable cause hearing within 48 hours of arrest. This means that weekend probable cause hearings must be held Friday afternoons and Sundays, and sometimes on other days during holiday weeks.

The Clark County Prosecuting Attorney's Office (the "Prosecutor's Office") has provided prosecution services for weekend probable cause hearings since 2001 to the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal pursuant to statute and an interlocal agreement. This interlocal agreement has automatically renewed every year since 2001 without consideration to amounts paid or changing conditions.

The total annual compensation paid to the Prosecutor's Office for all of the Cities combined was originally set at $13,000, or $250 a week, divided among the cities based upon their respective populations.

As of 2026, it is estimated that the work required of a Deputy Prosecuting Attorney to provide services for one weekend's probable cause hearings is estimated at approximately six hours, which amounts to a total annual compensation from all the cities for weekend and holiday probable cause prosecution services would be $65,000, or $1,250 a week.

The City's proportional share of this total will increase to $869.72 a week. This Interlocal Agreement will remain in effect until July 1, 2031, unless amended or terminated sooner.

Advantage(s)
This agreement will allow the City to continue providing legally required services for those accused of crimes without having to hire additional staff.

Challenge(s)
None

Budget Impact
The impact to the current years budget is expected to be negligible. The remainder of the agreement will be addressed in future budget cycles.

Prior Council Review
Existing Interlocal Agreement approved by Council in 2001.

Action Requested
On Monday, June 15, 2026, authorize the City Manager, or designee, to enter into Interlocal Agreement with Clark County, on behalf of City of Vancouver, to provide representation during probable cause hearings occurring on weekends and holidays.

Staff Contact
Curtis Burns, Assistant City Attorney, Curtis.Burns@cityofvancouver.us

Attachments:
1. Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY, WASHINGTON, AND THE CITY OF VANCOUVER, WASHINGTON, FOR THE PROVISION OF PROSECUTION SERVICES, DATED AS OF JULY 1, 2026

THIS AGREEMENT is made and entered into by and between Clark County, a governmental subdivision of the State of Washington (the "County"), and the City of Vancouver, a municipal corporation of the State of Washington (the "City"). The City and the County may be each referred to as a "Party" and collectively referred to as "the Parties" to this Agreement.

RECITALS

Whereas, RCW 39.34.180 provides that each city is responsible for the prosecution of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and referred from its law enforcement agency, whether filed under state law or city ordinance, and may elect to carry out this responsibility by entering into an interlocal agreement to provide this service; and

Whereas, CrR 3.2.1 provides that persons arrested without a warrant and held in custody are entitled to have a neutral magistrate determine within 48 hours after arrest whether probable cause exists to continue to hold such persons, with the result that weekend probable cause hearings must be held Friday afternoons and Sundays, and sometimes on other days during holiday weeks; and

Whereas, the most efficient way to prosecute probable cause hearings for the mutual benefit of the City, the County, and the Court is to centralize and consolidate prosecution of city cases at those hearings; and

Whereas, the Clark County Prosecuting Attorney's Office (the "Prosecutor's Office") has provided prosecution services for weekend probable cause hearings since 2001 to the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal pursuant to statute and an interlocal agreement with each of those cities that set a total annual compensation to the Prosecutor's Office for these services from all of these cities together of $13,000, or $250 a week, divided among the cities based upon their relative populations; and

Whereas, the terms of the interlocal agreement between the City and the County have not been revised since 2001; and

Whereas, the work required of a Deputy Prosecuting Attorney to provide services for one weekend's probable cause hearings is estimated at approximately six hours, for which the County must compensate the Deputy Prosecuting Attorney; and

Whereas, the Parties now desire to revise and update the terms of their interlocal agreement regarding prosecution services for weekend probable cause hearings to more accurately reflect

conditions in the current year, including changes in population, the effects of inflation, and fair current compensation for attorneys working on weekends and holidays; and

Whereas, more reasonable total annual compensation from all the cities for weekend and holiday probable cause prosecution services would be $65,000, or $1,250 a week; and

Whereas, the Clark County Council and the Vancouver City Council have determined that it is in the interest of the public health, safety, and welfare to enter into this Agreement.

Now, therefore, in consideration of the terms, conditions, and covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

Section 1 – Adoption of Recitals. The foregoing recitals are hereby agreed up, ratified, and confirmed as being true and correct, and they are hereby made part of this Agreement.

Section 2 – Purpose of Agreement.

2.1 Purpose. The purpose of this Agreement is to set forth the terms pursuant to which the Prosecutor will represent the City in probable cause hearings before Clark County District Court that occur on Friday afternoons, Sundays, and sometimes other days of the week during holiday weeks.

2.2 Mutual intent. The Parties mutually intend and agree that implementation of the City's obligation to prosecute misdemeanors and gross misdemeanors over the weekends is most efficiently performed by the Prosecutor's Office in exchange for fair compensation and other consideration from the City as set forth below.

Section 3. – Duration of Agreement.

3.1 Effective date. The effective date of this Agreement is July 1, 2026, provided that it is filed with the Clark County Auditor by that date, or if the filing date is later, on that date.

3.2 Expiration. The duration of the Agreement is until July 1, 2031, on which date it expires.

3.3 Negotiated extensions. Except as provided by RCW 39.34.180(3), this Agreement does not automatically renew. The Parties agree to negotiate updated and appropriate terms to extend the Agreement prior to January 31, 2031, and every five years following an extension.

3.4 Arbitration; notice. If the Parties cannot agree on the levels of compensation for prosecution services when negotiating an update and extension of this Agreement, either party may invoke binding arbitration pursuant to RCW 39.34.180(3) by issuing notice to the other Party at least 120 days prior to the Agreement's expiration.

3.5 Termination. Except as provided by Section 3.4, Section 3.5, and RCW 39.34.180(3), either Party may terminate this Agreement for any reason or no reason by giving six months' written notice to the other Party.

Section 4 – Duties of the Prosecutor's Office.

4.1 Probable cause hearings. The Prosecutor's Office shall provide Deputy Prosecuting Attorneys to represent the City and the other cities in the County at probable cause determination hearings scheduled on Friday afternoons, Sundays, and other days of the week as required for compliance with CrR 3.2.1 during holiday weeks.

4.2 Declaration of probable cause. The Deputy Prosecuting Attorney representing the City at such a hearing shall present to the Court the declaration of probable cause to arrest the defendant that was authored by the arresting law enforcement officer. If the Deputy Prosecuting Attorney determines that the declaration of probable cause is insufficient, the Deputy Prosecuting Attorney shall, prior to submitting the probable cause statement to the magistrate, make reasonable efforts to contact the law enforcement agency that authored the declaration to request a supplemental statement of probable cause. If the Deputy Prosecuting Attorney does not receive a supplemental statement from that law enforcement agency before probable cause statements are due, the case will be exonerated, and the defendant will be released on that case.

Section 5 – Compensation for Prosecution Services.

5.1 Quarterly fee. As compensation for the services provided to the City by the Prosecutor's Office, each quarter the City shall pay the Prosecutor's Office its proportionate percentage share of $16,250 (one-quarter of $65,000), as set forth in Sections 5.2 and 5.3.

5.2 Proportionate payment. The City shall pay the Prosecutor's Office the percentage portion of the total quarterly fee of $16,250 that is equal to the portion that its population bears to the total populations of the following incorporated cities in Clark County: Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal. The Parties agree that those percentages are as follows:

County	Jurisdiction	2020 Population Census	2021 Population Estimate[1]	2022 Population Estimate	2023 Population Estimate	2024 Population Estimate	2025 Population Estimate	Percent %	$ / Week	$ / Quarter	$ / Year
Clark	Clark County	503,311	513,100	520,900	527,400	536,300	542,400				
Clark	Unincorporated Clark County	233,048	236,200	237,650	240,155	243,830	245,750				
Clark	Incorporated Clark County	270,263	276,900	283,250	287,245	292,470	296,650	294,780			
Clark	Battle Ground	20,743	21,160	21,780	21,910	22,470	22,790	7.73%	$ 96.64	$ 1,256.32	$ 5,025.27
Clark	Camas	26,065	26,870	27,250	27,420	27,660	27,970	9.49%	$ 118.61	$ 1,541.87	$ 6,167.48
Clark	La Center	3,424	3,605	3,835	3,890	4,045	4,270	1.45%	$ 18.11	$ 235.39	$ 941.55
Clark	Ridgefield	10,325	11,910	13,640	15,180	15,790	16,290	5.53%	$ 69.08	$ 898.00	$ 3,592.00
Clark	Vancouver	190,915	194,400	197,600	199,600	202,600	205,100	69.58%	$ 869.72	$ 11,306.31	$ 45,225.25
Clark	Washougal	17,039	17,200	17,390	17,490	18,150	18,360	6.23%	$ 77.85	$ 1,012.11	$ 4,048.44
Clark	Woodland (part)	84	85	85	85	85	85				
Clark	Yacolt	1,668	1,670	1,670	1,670	1,670	1,785				
							TOTAL	100.00%	$1,250	$ 16,250.00	$ 65,000.00

Attached and incorporated by reference as EXHIBIT A is the 2025 Washington State Office of Financial Services estimated population totals for Clark County, Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal.

5.3 Payment dates. For services rendered pursuant to this Agreement, the County shall bill the City quarterly, and the City shall remit its quarterly payment to the County according to the percentage shown in the table above, within 30 days of receipt of the quarterly bill.

5.4 Billings. Billings and payments shall be either emailed, or mailed by first-class mail if appropriate, postage prepaid, to the addresses set forth as follows:

a. If to the City:

Name, position _____
Mailing address _____
_____
_____
Phone _____
Email _____

b. If to the County:

Clark County
Attn: Dave Ratliff, Payroll and Accounts Receivable Manager
1300 Franklin St. Suite 575
Vancouver, WA 98660
564-397-4693
dave.ratliff@clark.wa.gov

Section 6 – Administration of Agreement.

6.1 No new entity. No separate legal or administrative entity exists or will be created to administer the provisions of this Agreement.

6.2 Representatives of the Parties. The Parties agree that their representatives responsible for administering the terms of this Agreement are as follows:

a. **For the City:** The City's Mayor, or the Mayor's designee.
b. **For the County:** The Clark County Prosecuting Attorney or the Prosecuting Attorney's designee.

6.3 Notices: All notices shall be in writing and deemed received on the day the notice is personally served or emailed, or three (3) days after the date the notice is mailed by first-class mail. Either Party may change the name and address to which notices shall be directed by giving the other Party notice of the change as provided in this Section.

a. **Notice to the City:**
   Name, position _____
   Mailing address _____
   _____
   _____
   Phone _____
   Email _____

b. **Notice to the County:**
   Tony Golik, Clark County Prosecuting Attorney
   Mailing address 1013 Franklin Street
   PO Box 5000
   Vancouver, WA 98666-5000
   Phone (564) 397-2261
   Email tony.golik@clark.wa.gov

   With a copy to:
   Gayle Hutton, Prosecuting Attorney's Administrator
   Mailing address 1013 Franklin Street
   PO Box 5000
   Vancouver, WA 98666-5000
   Phone (564) 397-2261

Email gayle.hutton@clark.wa.gov

Section 7 – Property. Any real or personal property acquired, held, or used to effectuate this Agreement shall become the sole property of the Party that provided the property, and the Party that owns the property may dispose of it according to that Party's lawfully exercised discretion.

Section 8 – Budget. No joint fund will be established, and no joint budget will be prepared, to carry out this Agreement. Each Party shall be responsible for budgeting its own projected and actual financial impacts from the activities described in this Agreement.

Section 9 – Indemnification and Defense. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the County, its officers, officials, employees, and agents, or any of them, from any and all claims, injuries, actions, liabilities, suits, damages, losses, fees, expenses, and costs of any nature whatsoever, including attorney fees and costs on appeal, resulting from or arising out of duties performed pursuant to this Agreement. The foregoing indemnification obligations of the City are a material inducement to the County to enter into this Agreement, are reflected in the consideration afforded to each Party hereunder, and have been mutually negotiated by the Parties. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of City's indemnity obligations under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10 – Miscellaneous Provisions.

10.1 Further cooperation. The Parties shall cooperate in good faith and execute such documents as reasonably necessary and take all additional actions which are reasonably necessary and appropriate to give full force and effect to the provisions and intent of this Agreement.

10.2 Entire agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior agreements relating to the subject matter hereof.

10.3 Amendments. This Agreement may be amended only by an instrument in writing that is formally approved and executed by the Parties subsequent to the date hereof.

10.4 Assignment. No Party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other Party.

10.5 Ratification. Acts taken in conformity with this Agreement prior to its execution or filing with the County Auditor are hereby ratified and affirmed by the Parties.

10.6 Governing law and venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in the Clark County Superior Court.

10.7 Waiver. Waiver by any Party of the right to strict performance of any provision of this Agreement or of any breach of this Agreement shall not constitute a waiver of any other provision or breach.

10.8 No employment relationship created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between one Party and any employee, agent, representative or contractor of the other Party.

10.9 No rights conveyed to others. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and that it conveys no right to any other person or entity. There are no indirect or third-party beneficiaries to this Agreement. The Parties do not intend by this Agreement to assume contractual obligations to any person or entity other than the Parties named in this Agreement.

10.10 Section headings. Section and subsection headings contained in this Agreement are included solely for the convenience of the reader, and are not intended to be a part of this Agreement.

10.11 Severability. In the event any term or condition of this Agreement or the application thereof to any Party, person or circumstance is held invalid or unenforceable, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid or unenforceable term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

10.12 Drafting. The Parties have mutually and fully negotiated the provisions of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which Party drafted a particular provision.

IN WITNESS WHEREOF, the City of Vancouver and Clark County have executed this Agreement on the dates indicated below.

EXECUTED on this _____day of ____, 2026.

CITY OF VANCOUVER, WASHINGTON

Attest:

By:_____
City Clerk

By:_____
, Mayor

Approved as to Form Only:

By:_____
City Attorney

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

_____
Clerk to the Council

By:_____
Sue Marshall, Chair

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By:_____
Glen Yung, Councilor

By: _____
Katie L. Jolma
Deputy Prosecuting Attorney

By:_____
Michelle Belkot, Councilor

By:_____
Wil Fuentes, Councilor

By:_____
Matt Little, Councilor

EXHIBIT A

Attached as Excel Sheet – 2025 Washington State Office of Financial Services Estimated Population for Clark County, Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal with Percentages and Cost Shares.

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject
Approval of the Claim Vouchers

Action Requested
Approve claim vouchers for June 15, 2026.

Attachments:
1. June 15, 2026 Claim Vouchers

Voucher Approval Summary - City of Vancouver

This sheet summarizes the voucher totals submitted for Council approval for the reporting period shown below.

We, the undersigned Council Members of the City of Vancouver, Clark County, Washington, 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:

Total Amount Approved: $ 6,816,055.01

On Council Meeting Date: Monday, June 15, 2026

Mayor _____

Council Member _____

Council Member _____

Auditing Officer Cyndi A. Turner

Reporting Period	Payment Categories	Payment Categories Total
June 01, 2026 - June 07, 2026	Accounts Payable Checks (See Attached)	$ 6,800,812.98
June 01, 2026 - June 07, 2026	Hansen City Payments (See Attached)	13,432.03
June 01, 2026 - June 07, 2026	Visa Refunds (See Attached)	1,810.00
June 01, 2026 - June 07, 2026	Payroll Checks (See Attached)	-
	TOTAL	**$ 6,816,055.01**

This information is structured for accessibility and screen navigation.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	31459	6/3/2026	3.60	Brian Deboever	Refund Session #784108454
Miscellaneous Payment	Check	31460	6/3/2026	650.00	Humane Society for Southwest Washington	DD refund for R16772
Miscellaneous Payment	Check	31461	6/3/2026	28.23	Kwan Mun	Refund parking permit no longer needed. COV143242
Miscellaneous Payment	Check	31462	6/3/2026	358.15	Morgan Frazier	Cultural Resource Protection Summit Conference Reimbursement to Commissioner
Miscellaneous Payment	Check	31463	6/3/2026	8.00	New Seasons Market	Refund duplicate payment to INV#77087724
Miscellaneous Payment	Check	31464	6/3/2026	290.00	Travis County Title Company	Reissue of ck #4693 for Bus license fees
Ad Hoc Payment	Check	31465	6/3/2026	440.72	Barry C Dick or Lyudmila Vaserfirer	4008 NW LINCOLN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	31466	6/3/2026	210.79	Cecil,Diana	15012 NE 19TH CIR ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	31467	6/3/2026	94.17	Chen,David	5415 NE 52ND ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	31468	6/3/2026	23.38	Curry,Meaghan E or Jordan J	2008 NE 98TH LOOP ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	31469	6/3/2026	7.65	Curry,Meaghan E or Jordan J	2008 NE 98TH LOOP ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	31470	6/3/2026	204.02	Curry,Meaghan E or Jordan J	2008 NE 98TH LOOP ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	31471	6/3/2026	219.26	David G Weston or Amy K Kaiser	1105 W 30TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	31472	6/3/2026	124.46	Eas Legacy Homes Llc	16216 SE 3RD ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	31473	6/3/2026	27.47	Emele,Gayle	9704 SILVER STAR AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	31474	6/3/2026	79.56	Epperson,Vicky	14012 NE 70TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31475	6/3/2026	235.77	Erica Rowland or Christoper Thompson	14324 NE 106TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31476	6/3/2026	95.58	Fitzpatrick,Jason or Sheila	12826 NE 103RD ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31477	6/3/2026	200.37	Graham,Kimberley R	616 SE 102ND AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	31478	6/3/2026	146.00	Gravelle,Myllz U	814 NE 109TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	31479	6/3/2026	115.00	Hauswald,April or Jeffrey S	9803 NE 157TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31480	6/3/2026	34.22	Heller,Brandon	1810 HARNEY ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	31481	6/3/2026	506.38	Heller,Chris or Rachel	7516 NE 123RD CT ,VANCOUVER,WA,98682

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	31482	6/3/2026	69.55	Jingyu Zhang or Bin Xiang	19809 SE 7TH WAY ,CAMAS,WA,98607
Ad Hoc Payment	Check	31483	6/3/2026	43.08	Keaton James Orr or Megan Elizabeth Orr	1411 SE 182ND AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	31484	6/3/2026	104.53	Leclaire,Jordan or Samantha	10907 NE 44TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31485	6/3/2026	99.17	Lei,Justin or Emily	16909 SE 41ST CIR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	31486	6/3/2026	213.57	Lyerla-Buchanan,Luana	16715 NE 5TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	31487	6/3/2026	16.01	Mackewich,Carol	3909 NE 38TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	31488	6/3/2026	233.12	Mark Zsenyuk or Jack Loaisiga	3515 NE 42ND ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	31489	6/3/2026	35.05	Meehan,Thomas or Julia	10705 NE 156TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31490	6/3/2026	106.19	Montes,Daniel H or Sarah A	1905 NE 77TH PL ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	31491	6/3/2026	32.43	Mowat,Barbara	12820 NE 42ND ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31492	6/3/2026	439.90	NW Management Exclusive Inc	16300 NE 43RD WAY ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31493	6/3/2026	100.34	Olson,Scott or Melissa	8403 NE 133RD AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31494	6/3/2026	133.14	Patel,Nihar	15321 NE 106TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31495	6/3/2026	105.58	Personal Touch Property Solutions LLC	15021 NE 24TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	31496	6/3/2026	319.03	Prairie Homes LLC	6228 NE 43RD ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	31497	6/3/2026	47.57	Prairie Homes LLC	6203 NE 43RD ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	31498	6/3/2026	359.40	Randall or Ida Geddings	7308 NE 69TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	31499	6/3/2026	131.85	Renaisse,Andrea E	3407 X ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	31500	6/3/2026	196.74	Richin,Sarah	1907 W 37TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	31501	6/3/2026	136.87	Rushing,Julie M	17803 NE 23RD ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	31502	6/3/2026	133.72	Shirley or Daniel Grunwald	6103 NW BERNIE DR ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	31503	6/3/2026	270.04	Silver Buckle Homes LLC	5915 NE 70TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	31504	6/3/2026	74.88	Sonnes,Robert A	1435 SE COLUMBIA WAY ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	31505	6/3/2026	246.00	Stotenburg,Sherri	5022 NE 29TH AVE ,VANCOUVER,WA,98663

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	31506	6/3/2026	70.32	The Lauren Eve Joffee Lopez Living Trust	18309 SE 44TH LN ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	31507	6/3/2026	132.00	The Robert T Borth Survivors Trust	13721 SE 36TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	31508	6/3/2026	45.92	Treisch,Nathan W and Rebekah A	9607 NE 157TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31509	6/3/2026	242.85	Turlay,William B	3211 NE 141ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	31510	6/3/2026	109.05	Utmost Property Management	519 NE 137TH AVE ,VANCOUVER,WA,98684
Supplier Payment	Check	31511	6/3/2026	25,800.00	1015 North Garrison Property LLC	
Supplier Payment	Check	31512	6/3/2026	95.20	Airgas, Inc	
Supplier Payment	Check	31513	6/3/2026	1,840.00	AKS Engineering & Forestry LLC - Remit-To: Tualatin Address	
Supplier Payment	Check	31514	6/3/2026	3,277.89	Albina Holdings Inc	
Supplier Payment	Check	31515	6/3/2026	9,565.78	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	31516	6/3/2026	2,950.00	ALS Northwest	
Supplier Payment	Check	31517	6/3/2026	288.32	American Sani-Can	
Supplier Payment	Check	31518	6/3/2026	45,878.75	Arborscape Ltd Inc	
Supplier Payment	Check	31519	6/3/2026	395.62	Archaeological Services LLC	
Supplier Payment	Check	31520	6/3/2026	9,523.01	AT & T Mobility National Accounts LLC - Remit-To: AT & T Mobility	
Supplier Payment	Check	31521	6/3/2026	4,452.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	31522	6/3/2026	134,279.56	Bud Clary Chevrolet, Cadillac Inc	
Supplier Payment	Check	31523	6/3/2026	33.36	California State Controller's Office	
Supplier Payment	Check	31524	6/3/2026	3,227.80	Carahsoft Technology	
Supplier Payment	Check	31525	6/3/2026	5,308.00	Cascade Inn	
Supplier Payment	Check	31526	6/3/2026	663.00	Chicago Title Company of WA	
Supplier Payment	Check	31527	6/3/2026	171.56	Cintas	
Supplier Payment	Check	31528	6/3/2026	375.00	City of Columbus	
Supplier Payment	Check	31529	6/3/2026	400.00	Clark County Fire District 3	
Supplier Payment	Check	31530	6/3/2026	714,734.13	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	31531	6/3/2026	187.50	CODAs Plus	
Supplier Payment	Check	31532	6/3/2026	11,411.48	Columbia Resource Company	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	31533	6/3/2026	19,743.30	Columbia River Mental Health Services	
Supplier Payment	Check	31534	6/3/2026	2,108.25	Community Foundation for Southwest Washington	
Supplier Payment	Check	31535	6/3/2026	8,162.74	Community Mediation Services - Remit-To: Community Mediation Services - Vancouver	
Supplier Payment	Check	31536	6/3/2026	32,727.55	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	31537	6/3/2026	650.13	Deep Roots Pest and Wildlife Innovations LLC	
Supplier Payment	Check	31538	6/3/2026	3,421.00	Esix Sportswear	
Supplier Payment	Check	31539	6/3/2026	58.86	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	31540	6/3/2026	380.00	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	31541	6/3/2026	518.76	First-Citizens Bank & Trust Company	
Supplier Payment	Check	31542	6/3/2026	1,808.94	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	31543	6/3/2026	3,000.00	Gilbertson Investigations Inc	
Supplier Payment	Check	31544	6/3/2026	27,783.38	HDJ Design Group - Remit-To: HDJ - Portland	
Supplier Payment	Check	31545	6/3/2026	10,777.18	Hispanic Metropolitan Chamber	
Supplier Payment	Check	31546	6/3/2026	476.71	Howmedica Osteonics Corp	
Supplier Payment	Check	31547	6/3/2026	1,064.80	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	31548	6/3/2026	436.82	J-2 Blueprint Supply Co.	
Supplier Payment	Check	31549	6/3/2026	12,418.08	JRT Mechanical Inc - Remit-To: JRT Mechanical Inc	
Supplier Payment	Check	31550	6/3/2026	1,628.00	Keller Rohrback LLP	
Supplier Payment	Check	31551	6/3/2026	2,122.07	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	31552	6/3/2026	11,761.59	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	31553	6/3/2026	21,654.00	Life Line Screening of America LTD	
Supplier Payment	Check	31554	6/3/2026	196.02	Mark IV Enterprises Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	31555	6/3/2026	4,379.00	McFarlanes Bark Inc	
Supplier Payment	Check	31556	6/3/2026	1,653.75	Message Gears LLC	
Supplier Payment	Check	31557	6/3/2026	1,618.73	Morgan Holen and Associates LLC	
Supplier Payment	Check	31558	6/3/2026	23,500.80	Motorola Solutions Inc	
Supplier Payment	Check	31559	6/3/2026	1,653.05	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	31560	6/3/2026	1,100.00	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	31561	6/3/2026	7,067.65	Nwestco LLC	
Supplier Payment	Check	31562	6/3/2026	3,365.19	One Call Concepts Inc	
Supplier Payment	Check	31563	6/3/2026	25,525.58	Parametrix, Inc	
Supplier Payment	Check	31564	6/3/2026	30,965.00	PlanIT Geo, Inc.	
Supplier Payment	Check	31565	6/3/2026	8,902.58	Point Emblems LLC	
Supplier Payment	Check	31566	6/3/2026	14,400.00	Portland Valuation Group Inc.	
Supplier Payment	Check	31567	6/3/2026	9,988.31	RJM Equipment Sales Inc	
Supplier Payment	Check	31568	6/3/2026	95.32	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	31569	6/3/2026	138,320.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	31570	6/3/2026	50.00	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Explosives Licensing	
Supplier Payment	Check	31571	6/3/2026	34.45	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	31572	6/3/2026	4,490.12	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	31573	6/3/2026	196.87	TMG Services Inc	
Supplier Payment	Check	31574	6/3/2026	100.00	T-Mobile	
Supplier Payment	Check	31575	6/3/2026	882.10	Towing and Recovery Services, Inc.	
Supplier Payment	Check	31576	6/3/2026	22,033.75	Triple J Enterprises, Inc.	
Supplier Payment	Check	31577	6/3/2026	24,053.01	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	31578	6/3/2026	202.86	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	31579	6/3/2026	1,192.48	W.B. Sprague Co. Inc.	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	31580	6/3/2026	1,863.26	Walter E Nelson Company	
Supplier Payment	Check	31581	6/3/2026	1,638.40	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	31582	6/3/2026	1,650.50	West Coast Code Consultants, Inc.	
Supplier Payment	Check	31583	6/3/2026	48,577.69	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	31584	6/3/2026	2,370.00	W Todd Pascoe	
Expense Payment	Direct Deposit	EFT-00353608	6/4/2026	389.50	Casey Hoodenpyl	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353609	6/4/2026	130.00	Josh Honomichl	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353610	6/4/2026	23.19	Nathanael Bambilla	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353611	6/4/2026	43.04	Nicholas Kujava	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353612	6/4/2026	270.00	Bryan Fredrickson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353613	6/4/2026	828.98	Jason Dement	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353614	6/4/2026	48.00	Chris Kimberling	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353615	6/4/2026	48.00	Freddie Cruz	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00353616	6/4/2026	40.50	Michael Whitney	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00353617	6/4/2026	102.00	Bret Olson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00353618	6/4/2026	246.50	Jennifer Hertz	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00353619	6/4/2026	36.75	Frank Dick	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00353620	6/4/2026	191.25	Brent Waddle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00353621	6/4/2026	390.00	Dustin Nicholson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00353622	6/4/2026	40.50	McAvoy Shipp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00353623	6/4/2026	27.56	Gavin Zirkel	Travel Advance
Expense Payment	Direct Deposit	EFT-00353624	6/4/2026	48.00	Jay Glover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353625	6/4/2026	216.60	Owen Bacon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353626	6/4/2026	683.15	Cary Driskell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353627	6/4/2026	233.65	Julie Syverson	Employee Reimbursement

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Expense Payment	Direct Deposit	EFT-00353628	6/4/2026	89.00	Christopher Scott	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353629	6/4/2026	591.00	Matt Bucy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353630	6/4/2026	397.67	Nick Barnabas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353631	6/4/2026	35.00	Jackie Caldwell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353632	6/4/2026	15.00	Brian Viles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353633	6/4/2026	102.00	John Sexson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353634	6/4/2026	20.00	Tom O'Connor	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353635	6/4/2026	120.25	Neil Martin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353636	6/4/2026	419.10	Ivar Christensen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353637	6/4/2026	1,250.47	Chad Dammarell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353638	6/4/2026	329.76	Philip Gigler	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353639	6/4/2026	337.22	Lon Pluckhahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353640	6/4/2026	462.10	Tammy Michelson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353641	6/4/2026	16.50	Katherine Grose	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353642	6/4/2026	118.25	Scott Freimuth	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353643	6/4/2026	139.00	Austin Wilson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353644	6/4/2026	118.25	Christian Toves	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353645	6/4/2026	23.19	Jared Caldwell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353646	6/4/2026	358.26	David Sturbelle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353647	6/4/2026	34.50	Timothy Kays	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353648	6/4/2026	48.00	James Correll	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353649	6/4/2026	118.25	Steven Forgette	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353650	6/4/2026	250.00	Jason Oldham	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00353651	6/4/2026	300.89	Jeffrey Towery	Employee Reimbursement
Supplier Payment	EFT	EFT-00353652	6/4/2026	495.80	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00353653	6/4/2026	6,048.30	Lakeyland Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00353654	6/4/2026	522.30	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00353655	6/4/2026	76,403.27	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00353656	6/4/2026	720.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00353657	6/4/2026	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00353658	6/4/2026	8,900.17	Ready Rebound, Inc.	
Supplier Payment	EFT	EFT-00353659	6/4/2026	439,240.37	Midway Underground LLC	
Supplier Payment	EFT	EFT-00353660	6/4/2026	55,337.85	Tikka WA Inc	
Supplier Payment	EFT	EFT-00353661	6/4/2026	101,123.46	SDB Inc	
Supplier Payment	EFT	EFT-00353662	6/4/2026	185,758.41	Del Sol Inc	
Supplier Payment	EFT	EFT-00353663	6/4/2026	5,000.00	Vancouver Bee Project	
Supplier Payment	EFT	EFT-00353664	6/4/2026	44.21	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00353665	6/4/2026	24,539.49	Share	
Supplier Payment	EFT	EFT-00353666	6/4/2026	16,551.23	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00353667	6/4/2026	707.20	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00353668	6/4/2026	14,840.00	Boyce Home Maintenance, LLC	
Supplier Payment	EFT	EFT-00353669	6/4/2026	8,480.74	Universal Protection Services, LP	
Supplier Payment	EFT	EFT-00353670	6/4/2026	2,999.25	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00353671	6/4/2026	8,630.50	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00353672	6/4/2026	8,340.00	The Arts Centered	
Supplier Payment	EFT	EFT-00353673	6/4/2026	2,857.54	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00353674	6/4/2026	6,690.00	OM Stone, Inc	
Supplier Payment	EFT	EFT-00353675	6/4/2026	17,812.81	Wex Bank	
Supplier Payment	EFT	EFT-00353676	6/4/2026	10,349.41	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00353677	6/4/2026	354.38	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00353678	6/4/2026	14,285.44	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00353679	6/4/2026	15,880.34	HDR Engineering, Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00353680	6/4/2026	184.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00353681	6/4/2026	33,067.16	Otak Inc	
Supplier Payment	EFT	EFT-00353682	6/4/2026	25,093.81	MacKay & Sposito, LLC	
Supplier Payment	EFT	EFT-00353683	6/4/2026	3,626.75	PBS Engineering and Environmental Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00353684	6/4/2026	2,882.00	Consor North America Inc - Remit-To: Consor North America	
Supplier Payment	EFT	EFT-00353685	6/4/2026	10,152.10	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00353686	6/4/2026	3,515.00	America Cleaning Solutions	
Supplier Payment	EFT	EFT-00353687	6/4/2026	557,471.65	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00353688	6/4/2026	18,925.05	Blackline Inc	
Supplier Payment	EFT	EFT-00353689	6/4/2026	83,914.40	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00353690	6/4/2026	40,894.78	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00353691	6/4/2026	4,432.58	Gap Supply - Remit-To: GAP Supply	
Supplier Payment	EFT	EFT-00353692	6/4/2026	9,500.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00353693	6/4/2026	19,995.02	Safeware, Inc.	
Supplier Payment	EFT	EFT-00353694	6/4/2026	1,507.50	SC Beholdings LLC	
Supplier Payment	EFT	EFT-00353695	6/4/2026	49,630.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00353696	6/4/2026	70.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00353697	6/4/2026	7,682.13	Work Right NW	
Supplier Payment	EFT	EFT-00353698	6/4/2026	1,578.50	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00353699	6/4/2026	40,332.20	Sumuri LLC	
Supplier Payment	EFT	EFT-00353700	6/4/2026	5,749.92	Solid Waste Systems	
Supplier Payment	EFT	EFT-00353701	6/4/2026	1,180.45	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00353702	6/4/2026	18,707.97	Lockwood Contractors LLC	
Supplier Payment	EFT	EFT-00353703	6/4/2026	7,250.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00353704	6/4/2026	859.22	McKinstry Co., LLC	
Supplier Payment	EFT	EFT-00353705	6/4/2026	41,603.10	Metereaders LLC	
Supplier Payment	EFT	EFT-00353706	6/4/2026	64,018.73	Opsis Architecture LLP	
Supplier Payment	EFT	EFT-00353707	6/4/2026	70.72	International Graphics & Nameplate Inc	
Supplier Payment	EFT	EFT-00353708	6/4/2026	650.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00353709	6/4/2026	283.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00353710	6/4/2026	36,629.88	Whitney Equipment Company Inc	
Supplier Payment	EFT	EFT-00353711	6/4/2026	4,328.96	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00353712	6/4/2026	83,445.75	American Medical Response Northwest Inc - Remit-To: AMR - ACH	
Supplier Payment	EFT	EFT-00353713	6/4/2026	14,000.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00353714	6/4/2026	1,045,585.50	Tapani Inc	
Supplier Payment	Manual Wire		6/1/2026	252,739.29	State of Washington Department of Commerce - Remit-To: Dept of Commerce - Olympia	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Manual Wire		6/1/2026	299,122.63	U.S. Bank National Association	
Supplier Payment	Manual Wire		6/1/2026	14,882.15	Global Payments Inc	
Supplier Payment	Manual Wire		6/1/2026	2,430.77	Internal Revenue Service	
Supplier Payment	Manual Wire		6/1/2026	1,110.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		6/2/2026	42,848.27	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		6/4/2026	43,251.29	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		6/4/2026	288,685.37	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		6/4/2026	649,518.85	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		6/4/2026	392,542.29	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		6/4/2026	86.67	KFPro, Inc	
Supplier Payment	Manual Wire		6/5/2026	157.00	Washington Dental Service	
Hansen Refunds	City Payments		6/8/2026	13,432.03	City Payments	Posted 06/01/26 - 06/07/26
VISA Refunds	Credit Card		6/8/2026	1,343.00	Miscellaneous	Parks Class Refund FCC 06/01/26 - 06/07/26
VISA Refunds	Credit Card		6/8/2026	467.00	Miscellaneous	Parks Class Refund MCC 06/01/26 - 06/07/26
		Payment Category	**Description**	**Total Amount**		
		Checks	Total of all check payments	1,527,977.27		
		Direct Deposit	Total of all direct deposit payments	9,730.83		
		EFT	Total of all EFT payments	3,275,730.30		
		Manual Wire	Total of all manual wire payments	1,987,374.58		
		Hansen Total	Total of all hansen payments	13,432.03		
		VISA Total	Total of all visa payments	1,810.00		
		Payroll Total (Separate Excel Sheet)	Total of all payroll payments	-		
		Grand Total	**All payments**	**6,816,055.01**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

Payroll Council Report

Payroll council report for the period June 01, 2026 - June 07, 2026
This sheet provides a summary of all payroll-related check and EFT transactions processed during the reporting period. Each entry includes the transaction reference, date, description, and amount. This report is provided to Council to document all payroll transactions for the period.
This information is structured for accessibility and screen navigation.

Transaction Reference	Date	Explanation	Amount
N/A	N/A	No payroll this period	$ -
		Total	**$ -**

A RESOLUTION adopting the City of Vancouver's Comprehensive Six-Year Transportation Improvement Program for 2027-2032 and the City's Arterial Street System and Classification Map.

Staff Report: 128-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject
Transportation Improvement Program (TIP) Public Hearing and Adoption

Key Points

- State law requires the City of Vancouver to annually update its Transportation Improvement Program (TIP), which lists future transportation investments and level of committed funding and is required to be adopted by July 1 of each year.
- The 2027-2032 Transportation Improvement Program is a six-year plan for future transportation capital projects and programs, including funded, partially funded, and unfunded project lists.
- The TIP helps with coordinated planning and is required to show projects with state and/or federal grants.

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

Present Situation
As required by State law, the City of Vancouver annually updates its Transportation Improvement Program (TIP), which lists future transportation investment and levels of committed funding. It is required to be adopted by July 1 of each year. The project list is updated annually and undergoes a prioritization process to determine implementation timelines. The list is also updated to add or remove projects and any necessary changes are made to the arterial classification map. The City of Vancouver Transportation Improvement Program draft is shared with the broader public and comments are collected and posted in full within the document. The 2027-2032 TIP has had three touchpoints with the Transportation and Mobility Commission, who voted unanimously on May 5, 2026, to recommend its adoption to City Council. City Council received a workshop on the 2027-2032 TIP on June 1, 2026.

Advantage(s)

1. The annual adoption of the Transportation Improvement Program provides a transparent accounting for planned transportation investments. Community members can track capital projects, see program investment levels, and get a sense of the costs of transportation infrastructure.
2. Annual adoption of the Transportation Improvement Program supports regional coordination, provides a defined work plan, and meets the annual requirements under State law.

3. Investments within the Transportation Improvement Program improve community livability, advance climate and equity goals, and maintain adequate levels of service to meet growing demand from growth in jobs and population.

Challenge(s)

Transportation costs have continued to increase at rates well above historical inflation rates. Substantial increases in materials and production costs have significantly increased the cost to deliver projects, while revenues and availability of grants have grown at a slower pace. As a result, some projects have been shifted further out to allow for the costlier delivery of programmed projects.

Budget Impact

Adoption of the Transportation Improvement Program affirms the delivery of projects within budget allocations already approved through the Biennial budget process.

Prior Council Review

City Council reviewed the 2027-2032 Transportation Improvement Program at a workshop on June 1, 2026. The Program has also recieved two workshops and a public hearing within the Transportation and Mobility Commission.

Action Requested

On Monday, June 15, 2026, finalize and approve the resolution to adopt the City of Vancouver Comprehensive Six-Year Transportation Improvement Program for 2027-2032 and the City's Arterial Street System and Classification Map.

Staff Contact

Kate Drennan, Transportation Planning Program Manager, Ryan Lopossa, Streets and Transportation Manager, kate.drennan@cityofvancouver.us, ryan.lopossa@cityofvancouver.us

Attachments:

1. Resolution

6/15/2026

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION adopting the City of Vancouver's Comprehensive Six-Year Transportation Improvement Program for 2027-2032 and the City's Arterial Street System and Classification Map.

WHEREAS, pursuant to RCW 35.77.010, the Vancouver Department of Public Works has prepared the Comprehensive Six-Year Transportation Improvement Program for 2027-2032 ("2027-2032 TIP"); and

WHEREAS, the purpose of the 2027-2032 TIP is to ensure that the City will have available advance plans as a guide in carrying out a coordinated street construction program; and

WHEREAS, the City's Arterial Street System and Classification Map ("Arterial Classification Map") is maintained within the 2027-2032 TIP; and

WHEREAS, City Council annually reviews proposals and makes classification designation changes on the map where the use of a roadway is inconsistent with its current arterial designation; and

WHEREAS, notice of the time and place for a hearing on the 2027-2032 TIP was published in accordance with law; and

WHEREAS, the City Council conducted a public hearing on June 15, 2026, at 6:30 p.m., where it considered the 2027-2032 TIP and determined to adopt it.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. **Findings**. The City Council adopts the above recitals as the legislative findings of Vancouver's City Council in support of adoption of this Resolution.

Section 2. City Council adopts the attached Exhibit A, the 2027–2032 Comprehensive Six-Year TIP, including the Arterial Street System and Classification Map. Staff are further authorized to pursue grants and loans, and to acquire real property rights through any legal means for projects listed in this Six-Year TIP.

Section 3. The City Manager or designee is hereby authorized to file the 2027-2032 Comprehensive Six-Year TIP with Arterial Street System and Classification Map with the Washington State Department of Transportation within 30 days of adoption of this Resolution.

Section 4. This resolution is effective immediately.

ADOPTED at a Regular Meeting of the Vancouver City Council this 15th day of June, 2026.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Lisa Brandl, City Clerk

Approved as to form:

_____

Nena Cook, City Attorney

AN ORDINANCE relating to water resources protection by establishing development regulations and minimum standards to reduce the risks of contaminants entering water resources amending sections 14.26.100, 14.26.110, 14.26.112, 14.26.130 and 14.26.135 and adding section 14.26.137 of the Vancouver Municipal Code (VMC).

Staff Report: 119-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject
Ordinance Amending Vancouver Municipal Code 14.26 Water Resources Protection

Key Points

- Staff are proposing changes to Title 14.26 Vancouver Municipal Code (VMC).
- The proposed changes are necessary to comply with Washington's Growth Management Act (GMA) for the protection of critical areas.

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

Present Situation
The purpose of this update is to adhere to the requirements under GMA, which requires that cities adopt and enforce regulations that protect critical aquifer recharge areas (CARAs), frequently flooded areas, fish and wildlife habitat, geologically hazardous areas and wetlands. These proposed code amendments focus on CARAs regulated under chapter 14.26 VMC rather than other types of critical areas regulated by Title 20 VMC. Council previously approved amendments to critical areas under Title 20 in 2025. The CARAs regulated by chapter 14.26 VMC are the last portion of critical area code that need updating.

Pursuant to the GMA, all critical areas must be designated and their functions and values protected using the best available science (BAS). The City hired a consultant who conducted a review of the City's existing critical areas landscape and prepared a review of critical area resource documents. Their guidance drove these BAS-based approaches to protecting the functions and values of the City's critical areas. The intent of this proposed code amendment is to adopt these BAS recommendations to better protect the City's water resources.

The existing ordinance defines the entire City as a CARA and requires operational Best Management Practices (BMPs) for all businesses and residents in the City. The development of certain high-risk industries was previously prohibited in the City; other industries have been classified as high or moderate risk based on the volumes and types of hazardous materials stored onsite. This proposed ordinance would require certain requirements for higher-risk industries to help reduce the City's risk of water resource contamination. These requirements include BMPs, spill prevention and emergency response plans, training and inspection procedures, and other provisions designed to help protect the sole source aquifer and the surface waters of the City. Wellhead protection areas have also been

redefined based on 1-year, 5-year and 10-year time-of-travel zones from recent modeling runs. Additional protections and restrictions apply in these areas.

The proposed changes will require additional submittal requirements for new development depending on proximity to municipal wells and risk of the proposed activity to contaminate groundwater. Development activities will be required to submit a CARA report that documents the proposed land use activities will have no adverse impact to the CARA. For development within the wellhead protection areas, hydrogeologic assessment requirements will be tiered based on risk to groundwater supplies.

Advantage(s)
Complies with state GMA requirements for protecting the City's critical aquifer recharge area.

Challenge(s)
Additional submittal requirements for land developers, additional review and analysis by city staff.

Budget Impact
Funding for additional staff was approved in the supplemental budget on April 6, 2026.

Prior Council Review
October 6, 2025 - Council Workshop
June 8, 2026 - Council Consent Agenda

Action Requested
On Monday, June 15, 2026, upon second reading and a public hearing, finalize and approve the ordinance.

Staff Contact
Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

Attachments:
1. Presentation
2. Ordinance

CITY OF Vancouver WASHINGTON

Proposed Amendments to the Water Resources Protection ordinance

Kris Olinger
Utilities Engineering Manager
Public Works Department
June 8, 2026



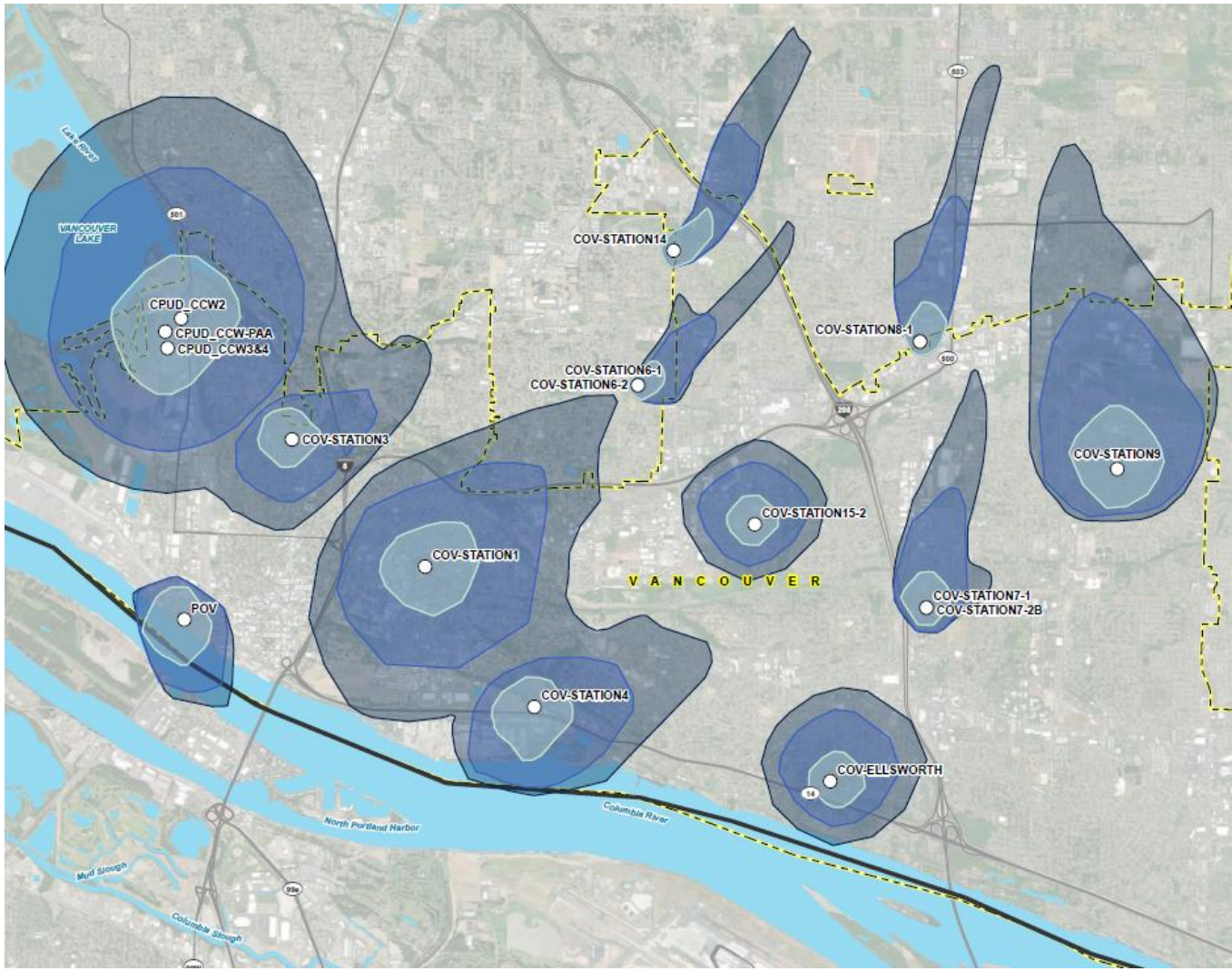


Agenda

- Purpose of Amendments
- Overview of proposed changes
- Timeline and Review Process
- Final Steps

Purpose of code amendments

- The Washington Growth Management Act (GMA) requires local regulations to protect critical areas
- Establish updated protection measures for the Critical Aquifer Recharge Area and Wellhead Protection Zones
- Replace the existing 1,900-foot buffer with time-of-travel delineations that apply more targeted and stringent protective measures than the current Critical Aquifer Recharge Area standards
- Continue protection of the City's drinking water source





Overview of proposed changes

- Updated hydraulic model of capture zones to municipal wells using Best Available Science
- Continue to restrict activities that pose risk to groundwater contamination
- Clarified hydrogeologic assessment submittals

Timeline and Review Process

- SEPA review completed in January 2026
- Department of Commerce review completed in April 2026
- Aligned amendments with Comprehensive Plan and Title 20 code updates





Final steps

- Approve first reading and set the second reading/public hearing for June 15, 2026
- Amendments become effective July 31, 2026

06/08/2026 (Date of First Reading)
06/15/2026 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to water resources protection by establishing development regulations and minimum standards to reduce the risks of contaminants entering water resources, amending sections 14.26.100, 14.26.110, 14.26.112, 14.26.130 and 14.26.135 and adding section 14.26.137 of the Vancouver Municipal Code (VMC).

WHEREAS, these amendments are made pursuant to the City's police powers to promote and protect the life, health, and safety of the City's citizens and property; and

WHEREAS, following notice to the public pursuant to chapter 42.30 RCW, the City Council on June 15, 2026 conducted a first reading of the proposed ordinance on June 8, 2026, and held a public hearing and second reading concerning the proposed code changes. and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Chapter 14.26 of the Vancouver Municipal Code is amended as follows:

Chapter 14.26
WATER RESOURCES PROTECTION

Sections:

14.26.100 Purpose.
14.26.105 Interpretation.
14.26.110 Definitions.
14.26.112 Authority.
14.26.113 Adoption of manual.
14.26.114 Cross reference.
14.26.115 Scope and applicability.
14.26.117 Discharges to water resources.

14.26.120 Minimum standards.
14.26.125 Application of greater standards.
14.26.130 Greater standards for hazardous materials operations.
14.26.135 Restrictions in special protection areas.
14.26.137 Submittal Requirements
14.26.140 Administrative programs.
14.26.145 Enforcement.
14.26.150 Trade secrets and confidential records.
14.26.152 Alternative practices.
14.26.154 Adjustments.
14.26.155 Special exceptions.
14.26.160 Appeals.
14.26.165 Halogenated solvent table.

14.26.100 Purpose.

A. The purpose of this chapter is to protect water resources in the city by establishing development regulations and minimum standards to reduce the risks of contaminants entering water resources as defined at VMC 14.26.110.

B. In furtherance of this purpose, the city prohibits the discharge of contaminants to water resources as set forth in VMC 14.26.117 and requires certain operations to utilize best management practices as set forth in VMC 14.26.120, 14.26.125, and 14.26.130.

C. The city also recognizes that achieving successful pollution control must include a water resources pollution prevention education component for businesses, industries, and the general public. In implementing this chapter, the city will offer education and technical assistance to businesses, industries, and the general public to explain how to implement water resource protection and pollution control practices. Enforcement actions will normally be implemented when:

1. Education and technical assistance measures are unsuccessful at protecting the public interest;
2. Best management practices are not followed; or
3. Persons willfully contaminate the water resources of the city.

D. It is not the intent of this chapter to have the city pursue enforcement actions against businesses, industries, or persons whose actions or activities result in the discharge of de minimis amounts, as defined at VMC 14.26.110, of contaminants into the water resources of the city.

E. The city finds this chapter is necessary to protect the health, safety and welfare of the residents of the city and the integrity of the city's water resources for the benefit of all by:

1. Minimizing or eliminating surface and groundwater quality degradation;
2. Preserving and enhancing the suitability of waters for recreation, fishing, wildlife habitat, aquatic life and other beneficial uses; and
3. Preserving and enhancing the aesthetic quality and biotic integrity of the water.

F. The city recognizes the importance of maintaining economic viability while providing necessary environmental protection. This chapter helps achieve both goals.

G. It is the purpose of the 2016 amendments to this chapter to adopt ordinances and other enforceable mechanisms required for compliance with the city of Vancouver's

stormwater permit, and for compliance with the federal underground injection control (UIC) program, through application of best management practices (BMPs) for stormwater management. The regulatory basis requiring the 2016 amendments is as follows:

1. To meet requirements of the Federal Clean Water Act, the State of Washington Department of Ecology has been given the authority to issue municipal stormwater permits to designated communities throughout the state that discharge stormwater into surface water bodies. On January 17, 2007, the Washington State Department of Ecology issued the city of Vancouver a Western Washington Phase II municipal stormwater permit under the National Pollutant Discharge Elimination System (NPDES) program. The permit requires that the city of Vancouver adopt low-impact development principles and best management practices, and stormwater control and pollution prevention measures, with the goal of improving waters of the state.

2. The underground injection control (UIC) program was created by Congress to protect underground sources of drinking water from discharges of fluids to the ground. Chapter 173-218 WAC was adopted by the Washington State Department of Ecology to regulate stormwater discharges to groundwater through drywells and other types of underground infiltration systems that are not regulated under the NPDES permit.

H. It is the purpose of the 2022 amendments to this chapter to adopt ordinances and other enforceable mechanisms required for continued compliance with the city of Vancouver's stormwater permit, and for compliance with the federal underground injection control (UIC) program, through application of best management practices (BMPs) for stormwater management. On July 1, 2019, the Washington State Department of Ecology reissued the city of Vancouver a Western Washington Phase II municipal stormwater permit under the National Pollutant Discharge Elimination System (NPDES) program. The permit requires the city of Vancouver to carry out a program to prevent and reduce pollutants in runoff from areas that discharge to the stormwater drainage system by implementing a source control program that applies BMPs to pollution-generating sources associated with existing land uses and activities. The goal of the program is to reduce degradation of water resources. (Ord. M-4372 § 1, 2022; Ord. M-4179 § 50, 2016; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

I. The purpose of the 2026 amendments to this chapter is to adopt enforceable mechanisms required for continued compliance with the Growth Management Act (Chapter 36.70A RCW). This chapter regulates development within the following designated wellhead protection areas: one-year, five-year, and ten-year which are established based on proximity to and travel time of groundwater to municipal wells within City limits.

14.26.105 Interpretation.

The provisions of this chapter shall be liberally construed by the City to serve the purposes of this chapter. (Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.110 Definitions.

For the purposes of this chapter, the following definitions shall apply. Any terms not defined herein are used as defined in the city's stormwater permit and its mandatory

incorporated provisions of the 2019 Stormwater Management Manual for Western Washington.
"Best management practices" or "BMPs" means the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by the Washington State Department of Ecology and/or the city of Vancouver that, when used singly or in combination, control, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.
"Bulk petroleum fuel operation" means an operation that manages a cumulative total of 12,000 gallons or more of petroleum fuel on site in tanks capable of holding volumes of at least 4,000 gallons.
"Chemical lagoons and pits" means any earthen basin or uncovered concrete basin or depression containing hazardous materials.
"City" means the city of Vancouver.
"Closure of operation" means the cessation of activity such that hazardous materials are no longer managed at the operation. For the purposes of this chapter, an operation is considered closed if it has been nonoperational for a continuous period of two years.
"Connection" means a link or channel between two otherwise separate conveyance systems whereby there may be flow from one system to the other.
"Container" means any portable device in which a material is stored, transported, treated, disposed of or otherwise handled.
"Dangerous waste" means waste designated in the Washington State Dangerous Waste Regulations (Chapter 173-303 WAC) as dangerous or extremely hazardous due to its physical, chemical or biological properties.
"De minimis amounts" means a small or miniscule amount of contaminant in a discharge that is demonstrated to be nonharmful to the environment.
"Direct infiltration facility" means, for the purposes of this chapter, any mechanism that is intended to direct stormwater or process wastewater directly into the ground without providing treatment in accordance with Chapters 14.10 and 14.25 VMC. Examples include, but are not limited to, drywells, ponds, trenches and perforated pipe systems.
"Director" means the director of the city of Vancouver public works department or designee.
"Discharge" means, for purposes of this chapter only, the release of materials such that the materials may enter or be emitted to the air, land or water resources.
"Disposal" means discharging, discarding or abandoning materials into or on any land, air or water resources.
"Disposal site" means an area of land or an excavation in which wastes are placed for permanent disposal, and which is not a land application site as defined in this section, surface impoundment, injection well or waste pile.
"Drywell" means a precast concrete manhole with perforations and installed with drain rock or other material for exfiltration of surface water runoff or other drainage to the subsurface.
"Groundwater" means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.
"Hard chrome plating" means chrome plating applied in a sufficient thickness to provide a hardened protective surface rather than merely a decorative surface. A hard chrome

shop is more likely to be a large single-purpose plating shop with higher quantities of hazardous plating materials on site, whereas facilities which do decorative plating may do so as just one of the steps in their manufacturing process.

"Hazardous material" means any product, substance, commodity or waste in liquid, solid or gaseous form that exhibits a characteristic that presents a risk to water resources. Risk may be due to ignitability, toxicity, reactivity, instability, corrosivity or persistence. This definition extends to all "dangerous wastes" and "hazardous substances" that are defined in Chapter 173-303 WAC, Dangerous Waste Regulations. It also includes the chemicals and/or substances that are defined in the Federal Emergency Planning and Community Right to Know Act (EPCRA) and/or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

"Illicit connection" means any man-made conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include, but are not limited to, sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets or outlets that are connected directly to the stormwater drainage system.

"Illicit discharge" means any discharge to a municipal separate storm sewer that is not composed entirely of stormwater except discharges pursuant to a NPDES permit (other than the stormwater permit for discharges from the municipal separate storm sewer) and discharges resulting from firefighting activities.

"Land application site" means a place where wastes such as sludge or gray water are applied to the land.

Leachable Constituents. These constituents are determined using the toxicity characteristic leaching procedure (TCLP), Test Method 1311 in Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA Publication No. SW-846.

"Low-impact development" or "LID" means a stormwater and land use management strategy that strives to mimic predisturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

"LID best management practices (BMPs)" means distributed stormwater management practices, integrated into a project design, that emphasize predisturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water reuse.

"LID principles" means land management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

"Manage" is a general term that includes, but is not limited to, the use, transfer, storage, processing and repackaging of materials. This does not include the active or immediate transportation of materials.

"Municipal waste" means general residential and commercial wastes including the waste collected by garbage haulers and the waste delivered to transfer or disposal sites by the waste generators themselves (self-haul).

"Municipal water supply well" means a city or Clark Public Utility (CPU) publicly owned drinking water well meeting the definition of a Group A community water system as defined by WAC 246-290-020. Locations of such wells are depicted on the Water Resources Protection Ordinance Critical Area and Special Protection Area Map as maintained by the city.
"National Pollutant Discharge Elimination System" or "NPDES" means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.
"New development" means land-disturbing activities, including Class IV general forest practices that are conversions from timberland to other uses; structural development, including construction or installation of a building or other structure; creation of impervious surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in Chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development.
"Operation(s)" means industrial, commercial, institutional or residential activity that may be publicly or privately owned and operated, and may involve the use of stationary or mobile facilities, equipment, transport vehicles or transfer equipment. To the extent allowed by state or federal law, this definition includes all federal, state or local government entities.
"Outdoor wood preservation" means the act of pressure-treating wood products for weather resistance and outdoor use, using organic-based preservatives such as creosote or pentachlorophenol, typically used to treat poles or heavy timbers, and inorganic-based preservatives such as chromium, copper and arsenic, typically used to treat dimension lumber.
"Person" means any human being, firm, labor organization, partnership, corporation, unincorporated association, trustee, trustee in bankruptcy, receiver or any other legally recognized entity.
"Pervious surface" means a surface material that allows stormwater to infiltrate into the ground. Examples include lawn, landscape, pasture, native vegetation areas, and permeable pavements.
"Petroleum fuel" means petroleum-based liquid products that are refined from crude oil specifically for fuel purposes. Fuel includes, but is not limited to, all grades of automotive gasoline, aviation gasoline, diesel, heating oils and kerosene.
"Potentially harmful materials" means hazardous materials as defined in this section as well as other materials including, but not limited to, the following which, if discharged or improperly disposed, may present a risk to water resources:
Petroleum products including but not limited to petroleum fuel and petroleum-based coating and preserving materials; oils containing PCBs; antifreeze and other liquid automotive products; metals, either in particulate or dissolved form, in concentrations above established regulatory standards; flammable or explosive materials; radioactive material; used batteries; corrosives, acids, alkalis or bases; paints, stains, resins, lacquers

or varnishes; degreasers; solvents; construction materials; drain cleaners and other toxic liquid household products; pesticides, herbicides, fungicides or fertilizers unless applied in accordance with local, state and federal standards; steam cleaning and carpet cleaning wastes; pressure cleaning wastes; car wash water; laundry wastewater; soaps, detergents, ammonia; swimming pool backwash; chlorine, bromine, and other disinfectants; heated water; domestic animal wastes; sewage; recreational vehicle waste; animal carcasses, excluding salmonids; food wastes; collected lawn clippings, leaves or branches; trash or debris; silt, sediment or gravel; dyes; and untreated or unapproved wastewater from industrial processes.

"Process wastewater" means wastewater discharged from one or more industrial processes or industrial cleanup procedures.

" Qualified professional" means a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). Qualified professionals in critical areas must have obtained a BS or BA or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology or a related field, and two years of related work experience. A qualified professional for Critical Aquifer Recharge Areas (CARA) must be a licensed Washington State geologist holding a current specialty license in hydrogeology or a professional engineer with experience in hydrogeologic assessments.

"Redevelopment" means, on a site that is already substantially developed (i.e., has 35 percent or more of existing impervious surface coverage), the creation or addition of impervious surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of impervious surface that is not part of a routine maintenance activity; and land-disturbing activities.

"Releasing" or "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including but not limited to the abandonment or discarding of barrels, containers, and other closed receptacles.

"Responsible government official" means a person employed by the federal, state or a local government with authority to protect the public health and safety or water resources. Examples include, but are not limited to, persons employed by the police and fire departments, and employees of the Washington State Department of Ecology, the United States Environmental Protection Agency, Clark County, and Clark County Public Health.

"Sewage disposal cesspool" means a lined excavation in the ground which receives the discharge of a drainage system, designed to retain solids and organic matter while permitting liquids to seep through the sides and bottom.

"Source control BMP" means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The Stormwater Management Manual for Western Washington separates source control BMPs into two types. Structural source control BMPs are physical, structural, or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. Operational

BMPs are nonstructural practices that prevent or reduce pollutants from entering stormwater.
"Stormwater" means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes, and other features of a stormwater drainage system into a defined surface water body, or a constructed infiltration facility.
"Stormwater drainage system" means constructed and natural features that function together as a system to collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat or filter stormwater.
"Stormwater facility" means a constructed component of a stormwater drainage system, designed and constructed to perform a particular function or multiple functions. Stormwater facilities include, but are not limited to: pipes, swales, ditches, open channels, culverts, street gutters, detention ponds, retention ponds, constructed wetlands, storage basins, infiltration devices, catch basins, manholes, drywells, oil/water separators, biofiltration swales, sediment basins, bioretention, permeable pavements, and vegetated roofs.
"Stormwater Manual" means the Stormwater Management Manual for Western Washington, prepared by the Washington State Department of Ecology Water Quality Program, July 2019, Publication No. 19-10-021, five volumes, and as hereafter amended.
"Stormwater permit" means the city of Vancouver National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II municipal stormwater permit issued July 1, 2019, effective August 1, 2019, by the Washington State Department of Ecology, and as hereafter modified or reissued.
"Surface water" means water that flows across the land surface, in channels or is contained in depressions in the land surface, including but not limited to ponds, lakes, rivers, and streams.
"Tank" means a stationary device designed to contain liquids used or stored at an operation which may include hazardous materials, chemicals or dangerous wastes, and which is constructed primarily of nonearthen materials to provide structural support.
"Toxicity" means having properties that cause or significantly contribute to death, injury or illness in humans or wildlife. A material exhibits the characteristic of toxicity if it contains certain leachable constituents at sufficient concentrations to be considered dangerous to human health and the environment. Leachable constituents and toxicity concentrations are referenced in the Toxicity Characteristics List of WAC 173-303-090(8) as amended.
"Transfer warehouse" means any enclosed and covered transportation-related warehouse where shipments of products, which may be hazardous materials but not dangerous wastes, are held in portable containers for transfer.
"Treatment BMP" means a stormwater facility that is intended to remove pollutants from stormwater. Stormwater treatment BMPs include, but are not limited to, wet ponds, oil/water separators, biofiltration swales, and constructed wetlands.
"Underground injection control" or "UIC well" means a manmade subsurface fluid distribution system designed to discharge fluids into the ground, consisting of an assemblage of perforated pipes, drain tiles or other similar mechanisms or a dug hole that

is deeper than the largest surface dimension. Subsurface infiltration systems include drywells, pipe or French drains, drain fields, and other similar devices.
"Water resources" means surface water, stormwater and groundwater.
"Wellhead Protection Area" means the protective areas associated with public drinking water sources established by water systems and approved or assigned by the state Department of Health (WAC 365-190-020).
(Ord. M-4372 § 2, 2022; Ord. M-4179 § 51, 2016; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.112 Authority.
The city shall retain the authority to require implementation of any portion of this chapter, as defined herein to comply with the city's stormwater permit. The city also retains the authority to impose additional water protection measures when the city becomes aware of and documents that specific circumstances applicable to an operation threaten water resources, public health or safety. The city may inspect all operations subject to this chapter at all reasonable hours for the purposes of ensuring compliance with any provision of this chapter and with the consent of the owner or occupant or pursuant to a lawfully issued warrant. (Ord. M-4372 § 3, 2022; Ord. M-4179 § 52, 2016; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.113 Adoption of manual.
A. For purposes of regulation of activities subject to this chapter, the City hereby adopts as its Stormwater Manual the Stormwater Manual, as defined in this chapter.
B. At least one copy of the manual adopted in this section shall be filed in the Office of the City Clerk for use and examination by the public. The manual may also be made available for use and examination by the public at the Office of the Director, or on the City website.
C. Where provisions of this chapter or manual adopted under this section conflict with other provisions of the Vancouver Municipal Code, the more stringent requirements, which have the most protective effect on water quality, shall apply. (Ord. M-4179 § 53, 2016; Ord. M-3920 § 4, 2009)

14.26.114 Cross reference.
Any reference to "Stormwater Management Manual" or "Puget Sound Erosion Control Manual" or "Washington Department of Ecology's Stormwater Management Manual for the Puget Sound" or "Puget Sound Water Quality Manual" or "BMP's approved by the Western Washington Stormwater Manual" or "Department of Ecology alternative paving Best Management Practices," wherever found within the Vancouver Municipal Code, shall refer to this chapter and to the equivalent manuals as adopted in this chapter. (Ord. M-3920 § 3, 2009)

14.26.115 Scope and applicability.
A. *Operations.* All operations are subject to the provisions of this chapter. Each operation shall meet the Minimum Standards defined in VMC section 14.26.120. Operations that manage hazardous materials may also be required to meet the Greater Standards for

Hazardous Materials Management, as defined in VMC sections 14.26.125 and VMC 14.26.130.

B. *Designated Areas.*

1. *Critical Aquifer Recharge Area.* The entire area within the boundary of the City of Vancouver (as it exists on the effective date of this chapter and as it may exist in the future) is designated as a Critical Aquifer Recharge Area. The provisions of this chapter shall apply to all areas within the City.

2. *Special Wellhead Protection Areas.*

a. Special Wellhead Protection Areas are defined inside the Critical Aquifer Recharge Area (inside the city boundary), and designated as three capture zones based on proximity to and travel time of groundwater to a municipal water supply well. to include property within one thousand nine hundred feet (1900') of any municipal water supply well. The locations of these wells are depicted on the Water Resources Protection Ordinance Critical Area and Special Wellhead Protection Areas map (or the equivalent update) that is maintained by and available from the City.

i. One-year capture zone represents the land area overlaying the one-year time-of-travel zone of any public water source well owned by the City

ii. Five-year capture zone represents the land area overlaying the five-year time-of-travel zone of any public water source well owned by the City, including the land area contained in the one-year capture zone.

iii. Ten-year capture zone represents the land area overlaying the ten-year time-of-travel zone of any public water source well owned by the City, including the land area contained in the one-year and five-year capture zones.

b. The City shall apply development restrictions as defined in VMC 14.26.135 to activities inside the Special Wellhead Protection Areas.

C. *Prohibitions.* Regardless of operating status or location, the following uses and activities shall be prohibited within the City:

1. Hard Chrome Plating Operations
2. Outdoor Wood Preservation Operations
3. Chemical Lagoons and Pits
4. Sewage Disposal Cesspools
5. Hazardous Material Disposal Sites
6. Radioactive Waste Disposal Sites
7. Municipal Waste Disposal Sites

D. *Emergency Response Exclusion.* Emergency response activities shall be excluded from the requirements of this chapter, if such an activity is initiated and completed within a timeframe too short to allow for full compliance with this chapter. This exclusion shall only apply to immediate actions that are undertaken in response to an imminent threat to water resources, public health or safety. This exclusion shall not apply unless a responsible government official as defined at VMC Section 14.26.110 is notified and agrees that the event is a qualifying emergency. (Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.117 Discharges to water resources.

A. *Prohibited Discharges.* No person or operation shall discharge any potentially harmful materials as set forth in VMC 14.26.110 into the water resources of the city. Persons or operations shall use all known, available, and reasonable means to prevent the discharge of any potentially harmful materials into the water resources of the city.

B. *Illicit Connections.*

1. Any connection that could allow conveyance of any solid, liquid or gas material not composed entirely of surface and stormwater directly to water resources is considered an illicit connection and is prohibited, except:

a. Connections conveying allowable discharges as set forth in subsections C and D of this section;

b. Connections conveying discharges pursuant to a National Pollutant Discharge Elimination System (NPDES) permit or a state waste discharge permit; and

c. Connections conveying effluent from permitted or authorized on-site sewage disposal systems to subsurface soils.

2. Floor drains shall not be installed inside an operation which stores or uses hazardous materials unless approved by the city for connection to sanitary sewer. Existing floor drains connected to storm drains or to surface water drains located in or near indoor hazardous material storage or use areas are considered unauthorized connections and shall be sealed or removed to prevent liquid entry, piped to the sanitary sewer (with approval and appropriate shut-off valves), be routed to blind sumps or be directed to additional containment or treatment systems meeting the standards of this chapter.

C. *Allowable Discharges to Stormwater Drainage System.* The following types of discharges shall be permitted unless the city determines that these discharges (whether singly or in combination with others) are causing significant contamination of water resources:

1. Uncontaminated water from crawl space pumps or footing drains;
2. Materials placed as part of an approved habitat restoration or bank stabilization project;
3. Natural uncontaminated surface water or ground water;
4. Flows from riparian habitats and wetlands;
5. City-approved dye testing following verbal notification to the city at least one day prior to the date of test. The city and the Clark County public works department are exempt from this requirement;
6. Any discharge allowed by an operation's National Pollutant Discharge Elimination System (NPDES) permit or other authorized discharge permit;
7. Any discharge specifically allowed in writing by a local, state or federal agency for remedial action in an agreed order, a consent decree or in a voluntary cleanup effort.

D. *Allowable Discharges to Pervious Surfaces.* The following types of discharges shall be permitted onto a pervious surface unless the city determines that these discharges (whether singly or in combination with others) contain greater than de minimis amounts of contaminants:

1. All allowable discharges specified in subsection C of this section;
2. Potable water;
3. Potable water line flushing;
4. Landscape watering;

5. Residential car and boat washing;
6. Residential swimming pool and spa water;
7. Common discharge practices from water well disinfection.

E. *Nonstormwater Discharges to the Stormwater Drainage System Prohibited Unless Conditions Met.* The following categories of nonstormwater discharges are prohibited discharges to the stormwater drainage system unless the stated conditions are met:

1. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a concentration of one-tenth part per million or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the stormwater drainage system.
2. Discharges from landscape watering and other irrigation runoff. These shall be minimized through, at a minimum, public education activities and water conservation efforts.
3. Dechlorinated swimming pool discharges. The discharges shall be dechlorinated to a concentration of one-tenth part per million or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent resuspension of sediments in the stormwater drainage system. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the stormwater drainage system.
4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents. The city shall reduce these discharges through, at a minimum, public education activities and/or water conservation efforts. To avoid washing pollutants into the stormwater drainage system, the city must minimize the amount of street wash and dust control water used.
5. Other nonstormwater discharges. The discharges shall be in compliance with the requirements of the stormwater pollution prevention plan received by the city, which addresses control of construction site dewatering discharges.

F. A UIC well may be used to manage stormwater when pollutant concentrations that reach groundwater are not expected to exceed Chapter 173-200 WAC, Water Quality Standards for Groundwaters of the State of Washington. This section shall not be construed to authorize any discharge to a UIC that does not conform to the requirements of Chapter 173-218 WAC, Underground Injection Control Program. (Ord. M-4372 § 4, 2022; Ord. M-4179 § 54, 2016; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.120 Minimum standards.

All operations shall adopt the following best management practices to ensure their operations minimize potential risks to water resources:

A. *Pollution Prevention.* The owner/operator shall implement all applicable source control BMPs from the Stormwater Manual to prevent potentially harmful materials from coming into contact with stormwater. Potentially harmful materials shall be separated and prevented from entering stormwater drainage systems, septic systems, and drywells.

B. *Hazardous Materials Management.* Hazardous materials shall be managed so that they do not threaten human health or the environment or enter water resources.

C. *Hazardous Material Releases.* All hazardous materials that have been released shall be contained and abated immediately, and the hazardous materials recycled or disposed of properly. The city shall be notified of any release of hazardous materials that may impact water resources as soon as possible but no later than 24 hours after the release. The Stormwater Manual provides applicable operational BMPs for spills of oils and hazardous substances.

D. *Maintaining Stormwater Facilities.* Stormwater facilities, including, but not limited to, catch basins, wet ponds and vaults, biofilters, settling basins, bioretention, pervious pavements, and infiltration systems, shall be cleaned and maintained by the responsible party designated in VMC 14.25.209 according to the applicable operational BMPs for the maintenance of stormwater, drainage and treatment systems in the Stormwater Manual.

E. *Decommissioning Water Wells.* Any water well which is unusable, abandoned or whose use has been permanently discontinued or which is in such disrepair that its continued use is impractical or is an environmental, safety or public health hazard shall be decommissioned according to the provisions of WAC 173-160-381.

F. *Operation Closure.* At the closure of an operation, all hazardous materials shall be removed from the closing portion of the operation and disposed of in accordance with local, state and federal laws. (Ord. M-4372 § 5, 2022; Ord. M-4179 § 55, 2016; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.125 Application of greater standards.

A. *Classifications.* Certain nonresidential operations present a greater potential risk to water resources because of the volume and type of hazardous materials that are managed. These nonresidential operations are classified in Table 14.26.125A and are subject to the stipulated actions defined in this section.

Table 14.26.125A. Classifications

Classification	Definition
Class I Operations	Operations that at any time within a one-year time period will or do manage over 220 pounds in total of the following: A. Hazardous materials, including any mixtures thereof, that contain constituents referenced in 40 CFR 302.4 (referenced in Section 103(a) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)); or B. Hazardous materials, including any mixtures thereof, that contain constituents from the lists specified in Table 14.26.125A, Class II (below). Concentration Declassification. A Class I operation shall no longer be a classified operation if the Class I constituents (40 CFR 302.4) contained in a product or waste are individually present at less than one percent by weight for noncarcinogenic hazardous materials. Operator shall submit safety

Classification	Definition
	data sheets for all products used or stored on site and a detailed product inventory for review to be eligible for declassification. Consumer Quantity Declassification. A Class I operation shall no longer be a classified operation if both of the following conditions are met: A. The operation is focused on research, education, distribution or consumer-oriented activities, including but not limited to laboratories, hospitals, schools, cargo handlers, distributors, warehouses or retailers; and B. Products containing Class I or Class II hazardous materials are managed in closed containers or sealed bags with individual capacities of no more than 10 gallons for a liquid material and no more than 80 pounds for a dry or solid material. Metal and Metal Alloy Declassification. Solid metals and solid metal alloys, including but not limited to roll stock, bar stock, sheet stock, and manufactured articles such as equipment, parts, building materials, and piping, that contain one or more metals listed in 40 CFR 302.4 or WAC 173-303-090(8) shall be declassified; EXCEPT, that where machining, forming, grinding, cutting, melting or other activities produce residues such as shavings, grindings, swarf, fume or other finely divided particulate forms of a listed metal or metal alloy that may present a threat to water resources, such residues shall not be declassified. Personal and Commercial Vehicle Fuel Tank Declassification. The greater standards of subsection B of this section and VMC 14.26.130 shall not be applied to personal and commercial vehicles that are designed to or do hold quantities of fuel that would otherwise cause them to be classified under this subsection A.
Class II Operations	Operations that at any time within a one-year time period will or do manage over 2,200 pounds in total of the following: A. Hazardous materials, including any mixtures thereof, that exhibit the characteristic of toxicity as defined in VMC 14.26.110 because they contain leachable constituents as defined in VMC 14.26.110 from the Toxicity Characteristics List of WAC 173-303-090(8) as amended; or B. Hazardous materials, including any mixtures thereof, that contain constituents that are referenced on the Halogenated Solvent List set forth in Table 14.26.165A.

Classification	Definition
	Site Cleanup Reclassification. A Class II operation shall be reclassified as a Class I operation if the primary activity is site remediation or cleanup pursuant to an approved settlement agreement or a remedial action under Chapter 70.105B RCW. Concentration Reclassification. A Class II operation shall be reclassified as a Class I operation if the Class II constituents (from WAC 173-303-090(8) or the Halogenated Solvent List set forth in Table 14.26.165A) are present in the hazardous materials being managed at concentrations of less than five percent by weight. Operator shall submit product safety data sheets and a detailed material inventory for review to determine eligibility for this provision. Transfer Warehouse Reclassification. A Class II operation shall be reclassified as a Class I operation if the following conditions are met: A. The operation is a transfer warehouse as defined in VMC 14.26.110; and B. Containers of hazardous materials are not opened at the site under any circumstance; and C. Products containing Class II hazardous materials are managed in containers with individual capacities of no more than 400 gallons. Consumer Quantity Declassification. A Class II operation shall no longer be a classified operation if both of the following conditions are met: A. The operation is focused on research, education, distribution or consumer-oriented activities, including but not limited to laboratories, hospitals, schools, cargo handlers, distributors, warehouses or retailers; and B. Products containing Class I or Class II hazardous materials are managed in closed containers or sealed bags with individual capacities of no more than 10 gallons for a liquid material and no more than 80 pounds for a dry or solid material. Personal and Commercial Vehicle Fuel Tank Declassification. The greater standards of subsection B of this section and VMC 14.26.130 shall not be applied to personal and commercial vehicles that are designed to or do hold quantities of fuel that would otherwise cause them to be classified under this subsection A.

B. *Stipulated Actions and Timelines.* Class I and II operations shall adopt the greater standards for hazardous material operations defined in VMC 14.26.130, according to the following stipulations:

1. *New Operations.* New Class I and Class II operations shall adopt the greater standards beginning the date of issuance of certificate of occupancy or as otherwise specified in accordance with the provisions of this chapter.

2. *Existing Operations.* Existing Class I and Class II operations shall adopt the greater standards (or some portion thereof), within a time period specified by the city, if the city becomes aware of and documents specific circumstances which demonstrate that greater standards (or some portion thereof) are necessary to protect public health and safety or reduce the risk of contamination to water resources.

3. *Change of Class or Tenant.* The city shall be notified as soon as possible and no later than 30 days after:

a. A change in classification of an operation as defined in Table 14.26.125A.

b. Occupation of an existing Class I or II operation by a new tenant. (Ord. M-4372 § 6, 2022; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.130 Greater standards for hazardous materials operations.

A. *Best Management Practices (BMPs).* All new Class I and II operations shall implement the provisions of this section within 90 days after the date of upon issuance of the certificate of occupancy. Operations that change in classification from unclassified to either Class I or Class II shall implement the provisions of this section within 930 days of change in classification from unclassified to either Class I or Class II.

1. *Design and Construction.* Operations shall be designed, constructed, maintained and operated to minimize the possibility of an unplanned release of hazardous materials to soil or water resources.

2. *Container/Tank Management.* A container or tank holding a hazardous material shall always be closed, except to add or remove materials. Hazardous materials shall also be managed so that they do not damage the structural integrity of the operation or devices containing the material.

3. *Container/Tank Condition.* All containers and tanks shall be maintained in such a manner as to assure effective operation and prevent the release of hazardous materials.

4. *Container/Tank Identification.* The owner/operator shall label all containers and tanks containing hazardous materials to identify the major risk(s) associated with the contents. This labeling shall conform to applicable sections of the Uniform Fire Code, occupational safety and health standards, and/or the State of Washington's dangerous waste regulations.

5. *Ancillary Equipment.* Any leaking pipe, pump or other ancillary equipment shall be repaired or replaced promptly. Ancillary equipment associated with hazardous materials shall be supported and protected against physical damage and excessive stress.

6. *Compatibility.* The owner/operator shall use a container or tank made of or lined with materials which are compatible with the hazardous materials to be stored.

7. *Closure.* At closure of an operation, all remaining structures, containers, tanks, liners, and soil containing or contaminated with hazardous materials at concentrations above

state and federal regulatory thresholds shall be decontaminated and properly disposed of or managed.

8. *Containment:* Container and tank storage areas shall have a containment system capable of collecting and holding spills and leaks. This containment shall:

a. Be constructed of an impervious surface with sealed joints.

b. Joints between concrete slabs and slab/foundation interfaces should be eliminated or minimized in the operation;

c. Provide pollution control measures to protect water resources, including run-off collection and discharge from active areas;

d. Be designed to provide secondary containment of 110% of the container's or tank's capacity; or in areas with multiple tanks, 110% of the largest tank or 10% of the aggregate tank volumes, whichever is larger. Secondary containment shall be provided in all areas where hazardous materials are loaded/unloaded, transferred, accumulated or stored;

e. Be compatible with the materials that are being handled; and

f. Be routinely inspected pursuant to VMC 14.26.130C.

B. *Closure Plan.*

1. Each new Class II operation shall prepare and submit to the city a closure plan within six months of the date of issuance of the certificate of occupancy. Each existing Class II operation shall prepare and submit such a plan within six months of a request by the city. Class II operations shall ensure that their facilities are closed in a manner that prevents the release of hazardous materials during closure, protects water resources, and prevents postclosure escape of hazardous materials to water.

2. *Plan Requirements.* The closure plan shall detail the means by which the operation will, upon any closure anticipated to be longer than two years, remove and properly dispose of hazardous materials, and perform an investigation to confirm the presence or absence of hazardous materials in the soil and groundwater, if potential contamination is indicated. Specifically, the closure plan shall include the following:

a. A listing of the types and quantities of hazardous materials reasonably expected to be present on site during the operating life of the operation.

b. A description of the plan for removal and disposal of hazardous materials.

c. A description of the plan to decontaminate containment systems and ancillary equipment.

d. An estimate of the cost to implement the closure plan, using the assumption that a third party will conduct removal and disposal activities.

e. A certification signed by an authorized representative of the business/industry submitting the closure plan stating: "I certify that the information provided in this document is to the best of my knowledge accurate and the closure measures described herein will be implemented as stated." The signed certificate shall include the authorized representative's name (printed), title, and contact information.

3. *Report Update.* The owner/operator of an operation shall update the closure plan every five years or recertify the current information and estimates. The closure plan shall also be updated if operating procedures change in such a way that the volume/mass of hazardous material is increased by 25 percent or more.

C. *Engineering and Operating Report.* When the city recognizes and demonstrates a need for additional information on an operation's practices, the city may require the operation to submit an engineering and operating report to accommodate the city's review of operations and to prevent releases of hazardous materials to water resources. If required, the report shall provide the following:

1. The type of industry or business including the kind and quantity of finished products.
2. A process flow diagram illustrating the process flow of water and materials in a normal operating day. This will include details on the operation's plumbing and piping and where specific chemicals are added to processes.
3. A discussion of any discharges to the stormwater drainage system.
4. A discussion of any discharges through land applications, including seepage lagoons, irrigation, and subsurface disposal. As applicable, this discussion should also include the depth to groundwater and anticipated overall effects of the operations on the quality of water resources.
5. Provisions for any plans for future expansion or intensification.
6. A certification signed and dated by an authorized representative of the operation stating: "I certify that the information provided in this document is to the best of my knowledge true and complete." The signed certificate shall include the authorized representative's name (printed), title, and contact information. (Ord. M-4372 § 7, 2022; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

D. *Monitoring Required at Classified Operations pursuant to VMC 14.26.125.* Any land use in the Critical Aquifer Recharge Areas that poses a high risk of contaminating groundwater, in the opinion of the Public Works Director, will be required to be equipped for long term monitoring of groundwater. Water quality monitoring components shall include parameters deemed appropriate by the Department and a qualified professional.

14.26.135 Restrictions in special wellhead protection areas.

A. *Development Limitation.*

1. *New Operations.* The City shall not approve applications for the following in Special Wellhead Protection Areas as defined in VMC section 14.26.115B2:
   a. New bulk petroleum fuel operations as defined by VMC 14.26.110; or
   b. New Class II operations as defined in VMC Table 14.26.125A.
2. *Existing Operations.* Existing bulk petroleum fuel operations are nonconforming uses. However, existing bulk petroleum fuel operations throughout the Special Wellhead Protection areas may become conforming by:
   a. Filing such a request with the City; and
   b. Taking the necessary action(s) to meet all applicable provisions of this chapter to the City's satisfaction.

B. *Septic Systems.*

1. The City shall accept no application for approval of a project in the Critical Aquifer Recharge Area defined at VMC section 14.26.115B1, including the Special Wellhead Protection Areas defined at VMC section 14.26.115B2 relying upon installation of a septic system until the system has been approved by Clark County Public Health or a successor agency responsible for permitting of septic systems.

2. New septic systems and replacement of existing septic systems shall not be permitted in Special Wellhead Protection Areas. An owner/operator may seek relief from this prohibition by filing with the City a request for relief accompanied by an analysis prepared by a qualified professional to the City's satisfaction of the potential for groundwater contamination at the site. This analysis may include a soils and groundwater evaluation if deemed necessary by the City.

3. The City shall not approve a project relying upon installation of a septic system in a Special Wellhead Protection Area unless all of the following findings are made:

a. Connection to an existing sewer line is impossible or impracticable; and

b. The property cannot be reasonably developed without use of a septic system; and

c. The septic system design poses no significant risk of groundwater contamination.

4. The City's decision may be appealed to the Hearings Examiner in accordance with VMC section 14.26.160.

C. *Heating Oil Tanks.*

1. New underground heating oil tanks and replacement of existing heating oil tanks shall not be permitted in Special Wellhead Protection Areas. An owner/operator may seek relief from this prohibition by filing with the City a request for relief accompanied by an analysis prepared by a qualified professional to the City's satisfaction of the potential for groundwater contamination at the site. This analysis may include a soils and groundwater evaluation if deemed necessary by the City.

2. The City shall not approve the installation of an underground heating oil tank in a Special Wellhead Protection Area unless the following findings are made:

a. Connection to another source of fuel or energy is impracticable; and

b. The proposed underground fuel tank poses no significant risk of groundwater contamination.

3. The City's decision may be appealed to the Hearings Examiner in accordance with VMC Section 14.26.160.

D. *Direct Infiltration Facilities.*

1. New direct infiltration facilities, and replacement of existing direct infiltration facilities shall not be allowed for Class I and Class II operations in Special Wellhead Protection Areas. An operation may seek relief from this prohibition by filing with the City a request for relief accompanied by an analysis prepared by a qualified professional to the City's satisfaction of the potential for groundwater contamination at the site. This analysis may include a soils and groundwater evaluation if deemed necessary by the City.

2. The City's decision may be appealed to the Hearings Examiner in accordance with VMC section 14.26.160.

E. *Underground Tanks for Storing Hazardous Materials.*

1. New and replacement underground tanks for storing hazardous materials, as defined in VMC 14.26.110, shall not be installed in Special Wellhead Protection Areas. If an above-ground storage tank is not a feasible alternative, an operation may seek relief from this prohibition by filing with the City a request for relief accompanied by an analysis prepared by a qualified professional to the City's satisfaction of the potential for groundwater contamination at the site. This analysis will include a complete description of the material(s) proposed to be stored in the tank along with any soil and groundwater evaluations deemed necessary by the City.

2. The City's decision may be appealed to the Hearings Examiner in accordance with VMC section 14.26.160. (Ord. M-4179 § 57, 2016; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.137 Submittal Requirements

A. *Preparation by Qualified Professional.* Any required critical aquifer recharge area report or hydrogeologic assessment shall be prepared by a qualified professional.

B. *General Submittal Criteria.* A Critical Aquifer Recharge Area report is required for proposed development within City limits. A level one hydrogeologic assessment is required for proposed development within a Wellhead Protection Area Capture Zone. A level two hydrogeologic assessment is required for proposed new Classified Operations pursuant to VMC 14.26.125.

C. *General Critical Aquifer Recharge Area Report Contents*
   1. The name and contact information of the applicant and a description of the project
   2. A copy of the site plan for the project, including:
      a. A map to scale depicting the project's development proposal, and any areas to be altered or developed;
      b. A proposed stormwater management and sediment control plan for the development, including a description of any impacts to drainage alterations;
      c. Location and extent of drinking water aquifers to proposed development;
      d. Location of wells used for drinking water; including best available info on Group A wells, Group B wells and residential wells;
      e. Proximity of streams that have anadromous fisheries to proposed development;
      f. Proximity of historical and/or existing cleanup sites that have led to prior groundwater contamination;
   3. Hazardous materials management and release pursuant to VMC 14.26.120;
   4. An assessment of the probable impacts to the Critical Aquifer Recharge Area including permanent, temporary, and indirect impacts resulting from development of the site and the operations of the proposed development;

D. *General Hydrogeologic Report Contents*
   1. Level One Hydrogeologic Assessment shall include:
      a. Information listed in VMC 14.26.137.C.
      b. Information regarding geologic and hydrogeologic characteristics of the site
      c. Groundwater depth, flow direction, and gradient based on available information
      d. Available historic water quality data for the area to be affected by the proposed activity
      e. Best management practices proposed to be utilized
   2. Level Two Hydrogeologic Assessment shall include:
      a. Information listed in VMC 14.26.137.C. and D.1.
      b. Historic water quality and elevation data for the area to be affected proposed activity compiled for at least the previous five-year period;
      c. Groundwater monitoring plan provisions;

d. Discussion of the effects of the proposed project on the groundwater quality and quantity including;
    i. Predictive evaluation of groundwater withdrawal effects on nearby wells and surface water features;
    ii. Predictive evaluations of contaminant transport based on potential release to groundwater;
    iii. Predictive evaluation of groundwater (recharge, elevation, dewatering feasibility, constructability, discharge permitting, etc.) on the proposed projects
e. Identification of the type and quantities of any deleterious substance or hazardous materials that will be stored, handled, treated, used produced, recycled or disposed of on the site
f. Discussion of past environmental investigations, sampling, spills or incidents that may have resulted in or contributed to contaminated soil or groundwater at the site

E. *Critical Aquifer Recharge Area Report – Modifications to Requirements.* The applicant may consult with the City prior to or during preparation of the critical aquifer recharge area or hydrogeologic reports when the City determines and a qualified professional recommends that less information is necessary to adequately assess the potential risk to the Critical Aquifer Recharge Area or Wellhead Protection Areas.

14.26.140 Administrative programs.

A. *Compliance Inspections.*

1. City personnel may inspect any operation in the city that is known to manage (or may potentially manage) potentially harmful materials or is reasonably believed to be a potential source of an illicit discharge and/or a risk to water resources.

2. Inspections may be initiated as the result of a complaint or referral, as defined by a routine schedule for compliance, or if an operation is identified by the city as an operation that has the potential to release pollutants to water resources. Inspections will be used to determine if there is any risk to water resources, and to determine if an operation is in compliance with this chapter.

3. Inspections may involve a review of BMPs, process equipment, structures, and operating practices; records or plan review; interviews with operators; photo documentation and sampling. As such, operators shall allow representatives of the city, upon presentation of credentials, to:

a. Enter the premises where potentially harmful materials are being managed, or where records may be kept under the provisions of this chapter. The owner/operator shall make necessary arrangements to allow access without delay. Unreasonable delay may constitute a violation of this chapter;

b. Have access to and copy, at reasonable times, any records that must be kept under the provisions of this chapter;

c. Inspect at reasonable times any facilities, equipment (e.g., safety, monitoring, operating, or other equipment), practices or operations regulated or required under the provisions of this chapter;

d. Sample and monitor, at reasonable times, any substances or parameters at any location for the purposes of assuring compliance or as otherwise authorized by the provisions of this chapter. This requirement may involve the city's installation or erection of equipment to conduct sampling, inspection, compliance monitoring or metering operations. As such, at the written or verbal request of the city, operators shall remove any temporary or permanent obstruction to safe and easy access to an operation to be inspected and/or sampled. The operator shall not replace such an obstruction without the city's consent. (Ord. M-4372 § 8, 2022; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.145 Enforcement.

A. *Enforcement.* It shall be unlawful to violate the provisions of this chapter. Enforcement of this chapter shall be governed by VMC Title 22.

B. *Supplemental Enforcement Provisions for Water Resources Protection.* In addition to civil and criminal enforcement as authorized under VMC Title 22, enforcement of this chapter may utilize the following authority:

1. The city council of the city of Vancouver finds that an operation not in compliance with the requirements of this chapter constitutes a public nuisance under Chapter 7.48 RCW, Nuisances.

2. The city may use field notes, observations, photo documentation, sample logs, analytical results or other information to define risk and to establish that an operation is in violation of this chapter.

3. The city may require the implementation of the operational source control BMPs, structural source control BMPS, or treatment BMPs through the provisions of this chapter. Implementation of remedies to meet compliance standards shall be performed on a timeline approved by the city.

4. The city may also require the operator to sample and analyze any discharge, surface and stormwater, groundwater and/or sediment, in accordance with sampling and analytical procedures or requirements determined by the city. If the operator is required to complete this sampling and analysis, a copy of the analysis shall be provided to the city.

5. The city may impose additional requirements whenever documented specific circumstances (applicable to the operation) threaten water resources.

6. Notwithstanding any other provisions of this chapter, whenever it appears to the city that conditions regulated by this chapter require immediate action to protect the public health and/or safety, the city is authorized to enter such property for the purpose of inspecting and investigating such emergency conditions.

7. When necessary corrective actions are not undertaken as directed by the city, an owner, operator or contractor can be held liable for abatement costs to remedy noncompliance as set forth in VMC 14.20.010(D). (Ord. M-4372 § 9, 2022; Ord. M-4179 § 57, 2016; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.150 Trade secrets and confidential records.

A. *Records Availability.*

1. All surveys, reports, plans, diagrams, permits, and other documents, information, and data submitted to the City pursuant to this chapter or information and data obtained by

the City through sampling, monitoring, and enforcement activities shall generally be available for public inspection and copying.

2. Such information shall also not be available for public inspection and copying if protected from public disclosure by the provisions of RCW chapter 42.56 as amended or other state and federal laws governing the dissemination of public records and information to the public, including but not limited to patent, trademark, and trade secret laws and regulations.

3. In no case shall an employee or agent of the City be liable to a business, industry or person for the public disclosure of any surveys, reports, plans, diagrams, permits, and other documents, information, and data submitted to the City pursuant to this chapter or information and data obtained by the City through sampling, monitoring, and enforcement activities; unless such information or data has been marked confidential by the business, industry or person and/or the business, industry or person has requested confidentiality consistent with this section.

B. *Exemption from Disclosure Request.*

1. Any business, industry or person may request that specific and particular information or data in the possession of the City be exempted from public inspection and copying. The request shall be in writing and addressed to the City, and the business, industry or person shall bear the burden of establishing that the specific and particular information or data sought to be exempted is protected from public disclosure under VMC section 14.26.150A2. The City attorney's office shall determine whether and which portions of such information are protected from public disclosure within 21 days of receipt of a request for confidentiality. The City shall not release for public inspection and copying that information and data for which a business, industry or person has requested confidentiality until such time as the City has made a determination of whether the information is protected from public disclosure, unless the City determines in good faith that the request for confidentiality is frivolous or without merit.

2. The City may withhold records based on VMC section 14.26.150A2 only if it finds:

a. The record contains information that reflects valuable research data that has been obtained by the City within 5 years of the date of the request and that disclosure would produce private gain and public loss. For purposes of this finding, "research data" means a body of facts and information collected for a specific purpose and derived from close, careful study or from scholarly or scientific investigation or inquiring; or

b. The record contains trade secret information because it includes a formula, pattern, compilation, program, device, method, technique or process that:

i. Derives independent economic value, actual or potential, from not being generally known;

ii. The information is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and

iii. The information is not readily ascertainable from another source.

3. As an alternative to the procedures specified in VMC section 14.26.150B2, the City attorney's office may decline to make a determination of whether the record is exempt from public disclosure because it contains trade secret information. Where the City attorney's office declines to make such a determination, the City shall provide the holder

of the trade secret a reasonable amount of time, but in no case more than 21 days to obtain an order from the superior court preventing disclosure of the record.

4. A business, industry or person submitting information or data to the City for which the business, industry or person intends to claim whole or partial confidentiality shall mark those specific pages and sections of information or data asserted to be confidential with a conspicuous and legible marking indicating "TRADE SECRET" and/or "CONFIDENTIAL". The business, industry or person shall then submit a request for trade secret protection to the City for the marked records within 7 days of submitting such marked information or data.

C. *Availability of Confidential Information.* Surveys, reports, plans, diagrams, permits, and other documents, information, and data submitted to the City pursuant to this chapter or information and data obtained by the City through sampling, monitoring, and enforcement activities, which the City or a court of competent jurisdiction has determined are trade secrets and exempted from public inspection and copying, shall be available upon written request to local, state, and federal governmental agencies for uses related to this chapter, the NPDES program, state water quality monitoring and enforcement, and other enforcement proceedings involving the business, industry or person.

D. *Procedure for Public Records Request.* Any person seeking to inspect or copy any surveys, reports, plans, diagrams, permits, and other documents, information, and data submitted to the City pursuant to this chapter or information and data obtained by the City through sampling, monitoring, and enforcement activities, which are not exempted from public disclosure, shall do so by written request to the City. The request shall be specific enough to permit the City to identify the particular documents, information or data sought. The City shall respond to each document request in accordance with RCW 42.56. (Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.152 Alternative practices.

A. Where appropriate, the City shall accept other local, state or federal approvals, permits or other authorization as satisfying certain provisions defined through this chapter. The City retains the authority to review plans, permits and operating conditions to determine compliance.

B. The City will accept an alternative practice, system, plan or structure only if the owner/operator can demonstrate to the City that the alternative will produce the same or a greater level of water resource protection. (Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.154 Adjustments.

An Adjustment is a technical variation in the application of a Minimum Requirement to a particular project. The City may grant Adjustments to this chapter only under this section. No other Adjustments are authorized under this section.

A. *Adjustment Approval Process.*

1. *Stormwater Permit procedural requirements.* Adjustments to the Minimum Requirements may be granted by the City, as Permittee, provided that a written finding of fact is prepared showing compliance with the specified criteria.

2. *City process.* A request for an Adjustment shall be administratively processed in accordance with procedures specified in the General Requirements. The Director may

grant an Adjustment upon demonstration by the applicant of compliance with the approval criteria contained in Subsection B. below. The Director shall maintain a record of such decisions and associated findings.

B. *Adjustment Approval Criteria.* The City may grant an Adjustment to this chapter only under the following circumstances:

1. Compliance with the approval criteria must be documented with written findings of fact.
2. The Adjustment provides substantially equivalent environmental protection.
3. Based on sound engineering practices, the objectives of safety, function, environmental protection and facility maintenance are met.
4. The Adjustment will not result in noncompliance with other Minimum Requirements.
5. No Adjustment shall be used in place of an Exception procedure under VMC 14.26.155, where such procedure is applicable. (Ord. M-4179 § 58, 2016; Ord. M-3920 § 4, 2009)

14.26.155 Special exceptions.

The City may grant Special Exceptions to this chapter under this section.

A. *Special Exception Approval Process.*

1. *Stormwater Permit procedural requirements.* Special Exceptions may be granted by the City following legal public notice of an application for an exception, legal public notice of the City's decision on the application for special exception, and written findings of fact that documents the City's determination to grant an exception. The City shall keep records, including the written findings of fact, of all exceptions. Project-specific design exceptions based on site-specific conditions do not require prior approval of the Washington State Department of Ecology.
2. *City process.* Applications for Special Exceptions under this chapter shall be processed according to the procedures for Type III applications under VMC 20.210.060. A fee shall be imposed in the amount of the fee for a Type III variance as established under VMC 20.180.060. The Hearings Examiner may grant a Special Exception upon demonstration by the applicant of compliance with the approval criteria contained in Subsection B below. Hearings under VMC 14.26.155 relating to Special Exceptions shall be consolidated with any required open record hearing related to any underlying application, where such open record hearing is required.

B. *Exception Approval Criteria.* The City may grant Special Exceptions to this chapter, if application of this chapter imposes a severe and unexpected economic hardship on a project applicant.

1. The following must be documented with written findings of fact:

a. The current (pre-project) use of the site; and

b. How the application of this chapter restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of this chapter; and

c. The possible remaining uses of the site if the Special Exception were not granted; and

d. The uses of the site that would have been allowed prior to the adoption of this chapter; and

e. A comparison of the estimated amount and percentage of value loss as a result of the requirements of this chapter versus the estimated amount and percentage of value loss

as a result of requirements that existed prior to adoption of the requirements of this chapter; and
f. The feasibility for the owner to alter the project to apply the requirements of this chapter.
2. In addition any exception must meet the following criteria:
a. The exception will not increase risk to the public health and welfare, nor be injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and
b. The exception is the least possible exception that could be granted to comply with the intent of this chapter. This criteria is met by evidence that the owner/operator has employed measures to avoid and minimize impacts, such as:
1. limiting the degree or magnitude of the regulated use or activity;
2. implementing best management practices;
3. phasing or limiting implementation;
4. changing the timing of activities; or
5. revising site plans. (Ord. M-4179 § 59, 2016; Ord. M-4022 § 59, 2012; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.160 Appeals.

A. Appeals of enforcement of this chapter under VMC 14.26.145 and VMC Title 22 shall be governed by VMC Title 22.
B. Appeals under VMC 14.26.135 relating to special protection areas shall be consolidated with any open record hearing or appeal related to any underlying application, where such open record hearing or appeal is required, and shall be processed according to the procedures for Type II applications in VMC 20.210.020.
C. Appeals under VMC 14.26.155 relating to special exceptions shall be consolidated with any open record hearing or appeal related to the underlying application, where such open record hearing or appeal is required, and shall be processed according to the procedures for Type III applications in VMC 20.210.020. (Ord. M-4372 § 10, 2022; Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

14.26.165 Halogenated solvent table.

Solvent	Synonym(s)	CAS No.
Benzyl chloride	Chloromethylbenzene	100-44-7
Bis(2-chloroethyl)ether	Bis(-chloroethyl)ether	111-44-4
Bis(2-chloroisopropyl)ether	Bis(-chloroisopropyl)ether	108-60-1
Bromobenzene	Phenyl bromide	108-86-1
Bromochloromethane	Chlorobromomethane	74-97-5

Solvent	Synonym(s)	CAS No.
Bromodichloromethane	Dichlorobromomethane	75-27-4
Bromoethane	Ethyl bromide	74-96-4
Bromoform	Tribromomethane	75-25-2
Carbon tetrachloride	Tetrachloromethane	56-23-5
Chlorobenzene	Benzene chloride	108-90-7
2-Chloroethyl vinyl ether	(2-Chlorethoxy)ethane	110-75-8
Chloroform	Trichloromethane	67-66-3
1-Chloro-1-nitropropane	Chloronitropropane	600-25-9
2-Chlorophenol	o-Chlorophenol	95-57-8
4-Chlorophenyl phenyl ether	p-Chlorodiphenyl ether	7005-72-3
Chloropicrin	Trichloronitromethane	76-06-2
m-Chlorotoluene		108-41-8
o-Chlorotoluene	2-Chloro-1-methylbenzene	95-45-8
p-Chlorotoluene		106-43-4
Dibromochloromethane	Chlorodibromomethane	124-48-1
1,2-Dibromo-3-chloropropane	DPCP	96-12-8
Dibromodifluoromethane	Freon 12-B2	75-61-6
1,2-Dichlorobenzene	o-Dichlorobenzene	95-50-1
1,3-Dichlorobenzene	m-Dichlorobenzene	541-73-1
1,1-Dichloroethane	1,1-DCA	75-34-3
1,2-Dichloroethane	Ethylene dichloride, 1,2-DCA	107-06-2

Solvent	Synonym(s)	CAS No.
1,1-Dichloroethene	Vinylidene chloride 1,1-DCE	75-35-4
trans-1,2-Dichloroethylene	trans-1.2-DCE	156-60-5
1,2-Dichloropropane	Propylene dichloride	78-87-5
cis-1,3-Dichloropropene	cis-1,3-Dichloropropylene	10061-01-5
trans-1.3-Dichloropropene	trans-1,3-Dichlonopropylene	10061-02-0
Ethylene dibromide	1,2-Dibromoethane, EDB	106-93-4
Hexachlorobutadiene	HCBD	87-68-3
Hexachlorocyclopentadiene	HCCPD	77-47-4
Methylene chloride	Dichloromethane	75-09-2
Pentachloroethane	Ethane pentachloride	76-01-7
1,1,2,2-Tetrabromoethane	Acetylene tetrabromide	79-27-6
1.1,2,2-Tetrachloroethane	Acetylene tetrachloride	79-34-5
Tetrachloroethylene	Perchlororethylene, PCE	127-18-4
1,2,4-Tetrachlorobenzene	1,2,4-TCB	120-82-1
1,1,1-Trichloroethane	Methyl chloroform, 1,1,1-TCA	71-55-6
1,1,2-Trichloroethane	1,1,2-TCA	79-00-5
Trichloroethylene	TCE	79-01-6
1,1,2-Trichlorofluoromethane	Freon 11	75-69-4
1,2,3-Trichloropropane	Allyl trichloride	96-18-4
1,1,2-Trichlorotrifluoroethane	Freon 113	76-13-1

(Ord. M-3920 § 4, 2009; Ord. M-3600, 2002)

Section 2. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or its application to any person or circumstance is determined by any court with jurisdiction to be invalid, that order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts of this Ordinance relating to any person or circumstances. As such, the provisions of each clause, sentence, paragraph, section or part of this Ordinance are severable.

Section 3. Effective date. This ordinance is effective on July 31, 2026.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council:

_____.

SIGNED this _____ day of _____, 2026.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Lisa Brandl, City Clerk

Approved as to form:

_____

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to water resources protection by establishing development regulations and minimum standards to reduce the risks of contaminants entering water resources, amending sections 14.26.100, 14.26.110, 14.26.112, 14.26.130 and 14.26.135 and adding section 14.26.137 of the Vancouver Municipal Code (VMC).

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via Public Records Request -The City of Vancouver, WA.

AN ORDINANCE of the City of Vancouver amending Vancouver Municipal Code Section 7.04.020 "Pedestrian Interference"; providing for severability; and setting an effective date.

Staff Report: 105-26

To: Mayor and City Council
From: City Manager
Date: June 15, 2026

Subject

Ordinance Amending Vancouver Municipal Code (VMC) Section 7.04.020 "Pedestrian Interference"

Key Points

- Addresses a growing public safety concern: 775+ pedestrian-vehicle collisions in Vancouver since 2016, including 127 serious injuries and 48 fatalities—40 of which occurred outside lawful crossing areas.
- Improves safety for all roadway users (pedestrians, drivers, bicyclists, and workers) through prevention rather than reaction.
- Closes a clear gap in state and local law by giving law enforcement authority to intervene before dangerous behavior in traffic medians leads to injury or death.
- Provides a constitutionally sound, content-neutral approach focused solely on unsafe physical location (not speech), while supporting broader multi-modal transportation and safety goals.
- In response to City Council feedback, City Staff revised the ordinance to provide relevant traffic collision data and adjusted the language of the proposed amendment to ensure that it does not conflict with the City sign code or implicate the lawful placement of political signs.

Strategic Plan Alignment

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

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

Present Situation

In August 2021, the Vancouver Police Department (VPD) Traffic Unit responded to a fatality collision at the intersection of Vancouver Mall Dr and NE Fourth Plain Blvd. A pedestrian had been standing on the narrow lane divider between opposing lanes of travel when a motorist left the roadway and struck the pedestrian. The VPD Traffic Unit later noted that within an hour of clearing the investigation scene, a new person was standing on the same divider where the fatal collision had just occurred. Notably, for the pedestrians to reach this lane divider, they have to leave a marked crosswalk in violation of longstanding pedestrian crossing laws, laws which are in place for the safety of the pedestrians, cyclists, motorists, and other users of the roadway.

In January 2024, the Public Works Department Streets Division held a meeting. During the meeting, the Streets crew raised concerns about unsafe behaviors they were seeing on an increasingly more frequent basis, namely, pedestrians who were illegally crossing roadways to reach medians, traffic islands, and lane dividers. They reported seeing pedestrians nearly get hit while running across the streets, and seeing motorists take evasive action to avoid the pedestrians in the roadways, nearly

striking other roadway users – bicyclists, vehicles, and nearby work crews conducting road maintenance.

In October 2025, during a community meeting which touched on several issues, including public safety, traffic safety, and pedestrian safety, concerned community members raised questions about dangerous pedestrian behavior they were witnessing. They mentioned how they had either witnessed or been involved in traffic incidents where pedestrians were crossing the roadway to reach the median area, or were already in the median area, and were creating a hazard to themselves, passing motorists, and other roadway users. The concerned community members wondered what might be done to increase safety for all.

The VPD Traffic Unit searched State Law and the Vancouver Municipal Code for any laws or ordinances which regulate the spaces where pedestrians are unlawfully crossing to and remaining in or upon. Currently, both the Vancouver Municipal Code and the Revised Code of Washington are silent on pedestrian presence on roadway medians, traffic islands, and lane dividers that are not designed for pedestrian use. This gap in the law limits the ability of law enforcement to intervene when individuals remain in these high-risk areas, even when the danger is apparent.

Because existing statutes focus primarily on pedestrian movement (such as crossing or walking along a roadway), officers lack a clear legal basis to act until a pedestrian steps into traffic or a collision has already occurred. This creates a reactive system rather than a preventative one. Officers need a legal tool to address a pedestrian who is already in a median, on a traffic island or road divider not intended for pedestrian crossing.

The Washington State Patrol collects collision report data from all jurisdictions throughout the state. The Washington Requests for Electronic Collision Records (WRECR) Collision Analysis Tool (WRECR - COLLISION ANALYSIS TOOL) shows the City of Vancouver has had more than 775 reported collisions between motorists and pedestrians since January 2016. This number does not include bicycle or other non-motor vehicle collision reports. During the same period, of those 775 collisions, 127 of them resulted in serious physical injury to the pedestrian, and 48 of them resulted in the death of the pedestrian.

The Washington State Traffic Safety Commission maintains publicly available data dashboards. Their report on Active Transportation User Traffic Fatalities (Active Transportation User Traffic Fatalities — Washington Traffic Safety Commission) includes the following detailed information on pedestrian fatalities in the City of Vancouver.

Active Transportation User Traffic Fatalities by Year (Pedestrians)	
2016	3
2017	4
2018	4

2019	3
2020	7
2021	4
2022	3
2023	4
2024	10
2025	6

Locations of Active Transportation User Traffic Fatalities (Pedestrians)	
On Road, Not in Marked Crosswalk (Non-Intersection)	34
In Marked Crosswalk (At Intersection)	7
Not in Crosswalk (At Intersection)	3
Other	3
Unmarked Crosswalk (At Intersection)	1

Location analysis reveals of the 48 pedestrian fatalities, 40 occurred outside lawful crossing areas of the roadway. This data shows a pattern of serious injury and fatal collisions involving pedestrians in or near these roadway spaces. Pedestrian presence in the narrow or raised medians—particularly those not intended for crossing—create hazardous conditions for everyone using the roadway.

As a result, unsafe conditions persist in areas that impact pedestrians, bicyclists, motorists, and roadway workers alike. Addressing this gap presents an opportunity to improve safety outcomes while maintaining a clear, consistent, and constitutionally sound approach focused solely on location-based risk and public safety.

Response to City Council Feedback:

On May 18, 2026, City Council considered on first reading a proposed ordinance amending VMC 7.04.020 relating to pedestrian interference. During this review, City Council asked City Staff whether the proposed ordinance would regulate the placement of political signs in the right of way, or conflict with the City's sign code, which states that it "is not intended [...] to regulate political campaign signs." VMC 20.960.020. In addition, City Council requested that City Staff provide additional data documenting the public safety purpose and need for the proposed code change. Following this review, City Staff revised the proposed ordinance to provide the requested data and adjusted the language of the proposed amendment to ensure that it does not conflict with the City sign code or implicate the otherwise lawful placement of political signs. The revised language clarifies that a person would only violate the proposed pedestrian interference regulation if he or she intentionally "**[o]ccupies and remain**s upon a traffic median, traffic island, or roadway divider that separates lanes

of travel of a public street or highway **at a location that is not designated or marked for pedestrian crossing."** A person would not violate the proposed ordinance unless they intentionally remained in the area separating lanes of travel at a location not designated or marked for pedestrian crossing.

Advantage(s)

1. Provides law enforcement with a tool for enhancing public safety they don't currently have.
2. Ability to prevent serious injury and fatality collisions through early intervention.
3. Makes Vancouver safer for all.
4. Supports multimodal transportation goals.

Challenge(s)

VMC Title 20 regulates the placement of all signs that can be viewed from the public right of way, but does not regulate or prohibit the placement of political campaign signs in public right of way. The proposed amendment to the Pedestrian Interference ordinance does not regulate political signage or conflict with Title 20. Instead, it reinforces existing pedestrian safety laws by regulating the unsafe act of intentionally occupying and remaining upon a median, traffic island and road divider where it is not permissible for pedestrians to cross the road.

Budget Impact

No budget impact is anticipated.

Prior Council Review

- City Manager Communications - April 13, 2026
- Council Consent Agenda - May 18, 2026
- Council Consent Agenda - June 8, 2026

Action Requested

On Monday, June 15, 2026, upon second reading and a public hearing, finalize and approve the ordinance.

Staff Contact

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

Attachments:

1. Presentation
2. Ordinance



CITY OF Vancouver WASHINGTON

Ordinance update to VMC 7.04.020 Pedestrian Interference

Tyler Chavers
Homeless Response Program Manager
City Manager's Office
June 15, 2026

Why This Ordinance Is Needed

Closing a Public Safety Gap

Vancouver Pedestrian Safety Data (2016–2025)

- 127 serious injuries and 48 fatality pedestrian-vehicle collisions
- 40 of the 48 fatalities occurred outside lawful crossing areas

Current Challenge

- Existing laws regulate crossing behavior and do not address pedestrians who occupy and remain on narrow medians, traffic islands, or lane dividers
- Officers often cannot intervene until the danger escalates

Goal

- Provide a preventative tool that allows intervention before a serious injury or fatality occurs.

What The New Ordinance Does

Focused on Location-Based Safety

✓ Prohibits intentionally remaining on medians, traffic islands, and lane dividers not intended for pedestrian use

✓ Allows early intervention before a collision occurs

✓ Applies regardless of a person's message, activity, or viewpoint

✓ Improves safety for pedestrians, motorists, bicyclists, and roadway workers

The ordinance does NOT:

✗ Regulate speech

✗ Regulate political signs

✗ Restrict lawful pedestrian crossings

✗ Affect permitted sidewalks or pedestrian facilities

Public Safety Through Prevention

- This ordinance provides a narrowly tailored, content-neutral safety measure that allows intervention before dangerous roadway behavior results in injury or death.
- It is
  - Preventative rather than reactive
  - Closes an identified gap in current law
  - Consistent with transportation and safety goals

Thank You

06/08/2026 (Date of First Reading)
06/15/2026 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver amending Vancouver Municipal Code Section 7.04.020 “Pedestrian Interference”; providing for severability; and setting an effective date.

WHEREAS, Chapter 7.04.020 of the Vancouver Municipal Code (“VMC”) relating Pedestrian Interference was enacted in 2003 and last amended in 2022;

WHEREAS, Section 7.04.020 makes it unlawful for a person to obstruct pedestrian or vehicular traffic, but does not expressly address scenarios where individuals occupy and remain upon a traffic median, traffic island, or roadway divider that divides lanes of travel in the roadway;

WHEREAS, In recent years, City staff and law enforcement have observed an increase in the number of instances where individuals occupy and remain upon traffic medians and roadway dividers;

WHEREAS, Data collected by the Washington State Patrol collects collision report data from all jurisdictions throughout the state;

WHEREAS, Washington State Patrol data shows that there have been more than 775 reported collisions between motorists and pedestrians in the City of Vancouver since January of 2016;

WHEREAS, Of the 775 collisions between motorists and pedestrians in the City of Vancouver over the past 10 years, 127 of them resulted in serious physical injury to the pedestrian, and 48 of them resulted in the death of the pedestrian;

WHEREAS, Location analysis reveals that 40 of the 48 fatal collisions between motorists and pedestrians since 2016 occurred outside of lawful crossing areas of the roadway.

WHEREAS, Occupying and remaining upon medians, traffic islands, and roadway dividers presents a significant risk to the health, safety, and general welfare of members of the community, especially pedestrians and occupants of motor vehicles navigating the streets of the City of Vancouver;

WHEREAS, The health, safety, and well-being of the community is a high priority of the Vancouver City Council;

WHEREAS, The changes to VMC 7.04.020 provided for by this ordinance will prohibit sitting standing, or otherwise occupying traffic medians and roadway dividers;

WHEREAS, With proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on June 8, 2026, and a public hearing concerning the Ordinance and proposed code changes on June 15, 2026.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings. The recitals set forth above, together with Staff Report _____are hereby incorporated by this reference as findings in support of this Ordinance.

Section 2. Section 7.04.020 of the Vancouver Municipal Code entitled "**Pedestrian interference**" as established by Ordinance M-3624, (2003) and last amended by Ordinance M-4373 § 3 (2022) is hereby amended to read as follows:

7.04.020 Pedestrian interference.

A person is guilty of pedestrian interference if he or she intentionally:

1. Aggressively begs in a public place;

2. Obstructs pedestrian or vehicular traffic;

3. Occupies and remains upon a traffic median, traffic island, or roadway divider that separates lanes of travel of a public street or highway at a location that is not designated or marked for pedestrian crossing, except when directed by a traffic control device or law enforcement officer; or

4. Engages in targeted picketing or protesting before or about the residence or dwelling of another.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective date. This ordinance is effective immediately.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council: _____.

SIGNED this _____ day of _____, 20__.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Lisa Brandl, City Clerk

Approved as to form:

_____

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver amending Vancouver Municipal Code Section 7.04.020 “Pedestrian Interference”; providing for severability; and setting an effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via Public Records Request -The City of Vancouver, WA.