



Vancouver Solids Renewal Program Planning

Frank Dick

Wastewater Treatment Program Manager

Public Works

June 17, 2024



Sam Salvia

Senior Project Manager

Brown and Caldwell



Agenda



**Vancouver's
Wastewater
Solids
Opportunity**



**Recommended
Program
Pathway**



**Implementation
Planning and
Next Steps**



**Closing
Comments**





Objective

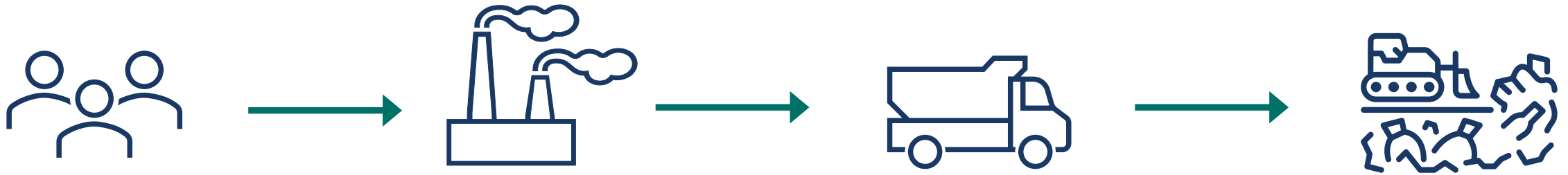
Seeking Council's concurrence
on recommended pathway of
resource recovery for
wastewater solids management

Vancouver's Wastewater Treatment Facilities



Current Process

Wastewater solids are incinerated and resulting ash is sent to landfill



1 ton every
hour

The amount of wastewater solids Vancouver produces, the equivalent weight of a VW Bug

8 years

Estimated remaining useful life of incinerator

10% every
10 years

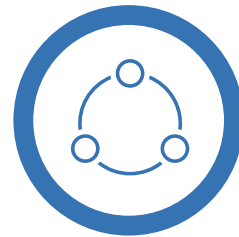
Vancouver's current rate of population increase



Program Vision

A sustainable solids solution that advances the City's Climate Action Framework and the City's commitments to equity, stewardship, resilience, and community safety, that recovers and reuses resources for the benefit of the community and the environment.

Values Informing the Program



Equity



**Climate
Impact**



**Environmental
Health**



**Regulatory
Compliance**



**Human
Health**



**Service
Delivery**



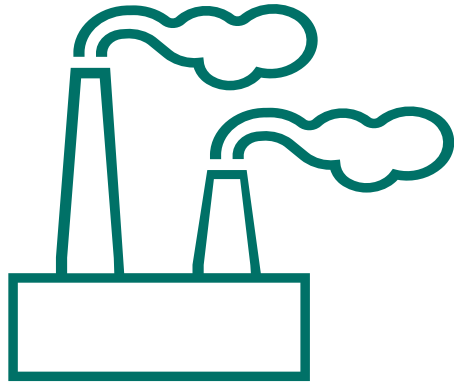
**Economic
Prosperity**



Program Pathways

EXISTING PROCESS

Incineration and Landfilling



RECOMMENDED PATHWAY

Resource Recovery



Land Application
Commercial Agriculture



**Renewable
Energy**



Land Application
Consumer Product



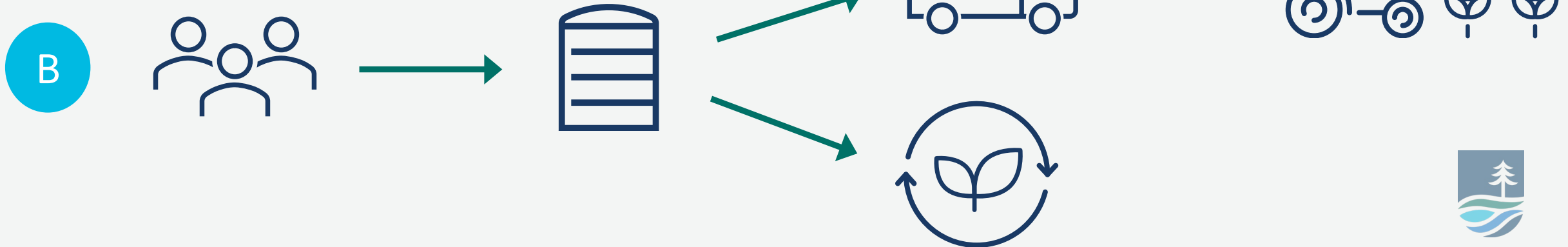
Program Pathways

Existing Process: Incineration and Landfilling



Resource Recovery

RECOMMENDED PATHWAY

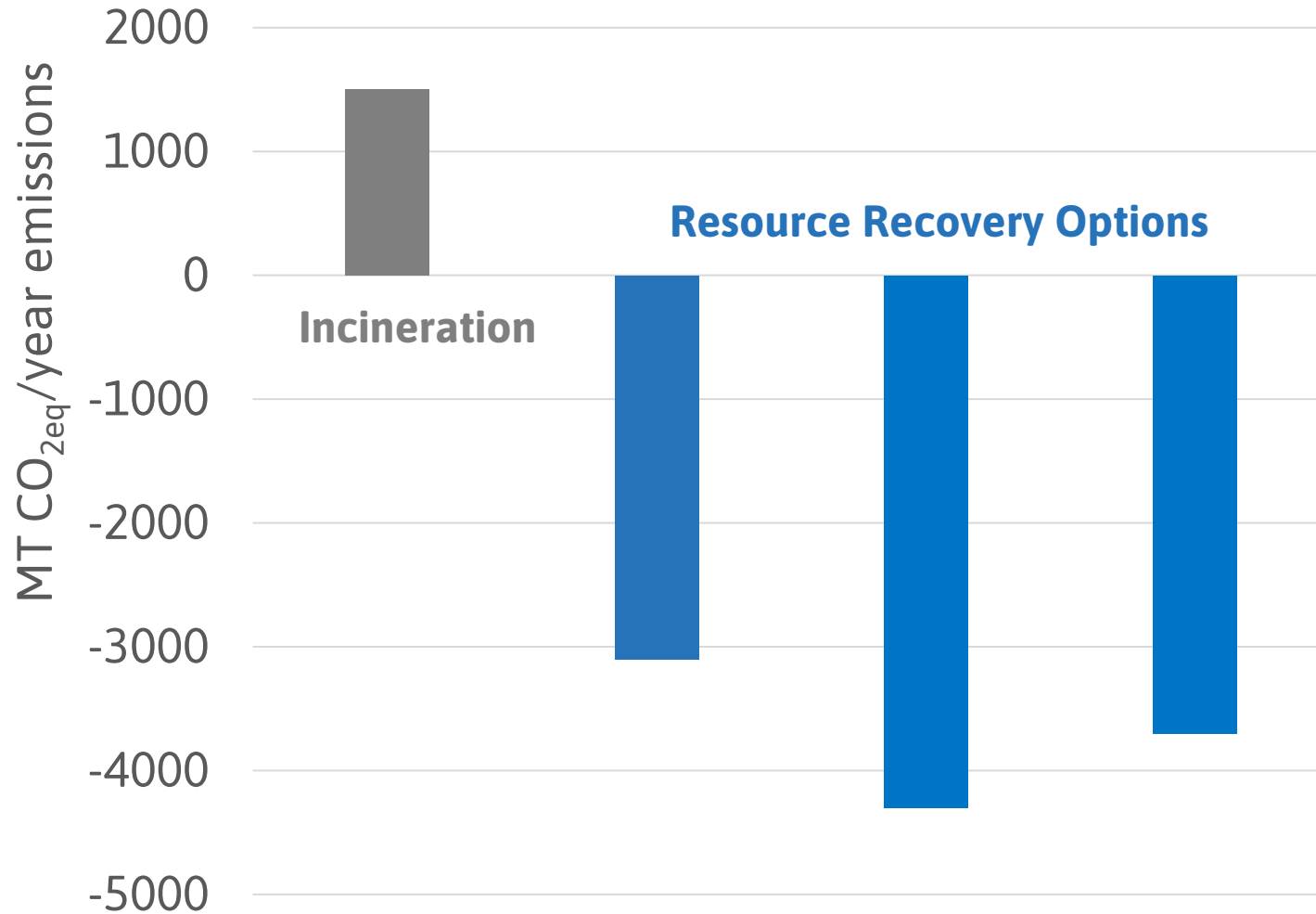


Resource Recovery Benefits

- ✓ Advances City climate goals
- ✓ Lower life cycle costs
- ✓ Potential revenue source
- ✓ External funding opportunities
- ✓ Energy recovery
- ✓ Soil nutrients from treated solids



Net greenhouse gas emissions



**Resource
recovery options
advance climate
action goals**

Resource recovery
options reduce emissions
by the equivalent of 300
to 800 cars per year





Implementation Considerations

- Affordability / rates
- Funding opportunities
- Phasing of technological components of project
- Community benefits
- Neighborhood impacts
- Regulatory developments
- Market for end use of products (energy and soil amendments)



Wastewater Solids Renewal Program Timeline



Project will bring a new facility online around 2032 as the incinerator reaches end of useful life.



Council Discussion



MEMORANDUM

DATE: June 17, 2024

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: **WASTEWATER SOLIDS RENEWAL PROGRAM WORKSHOP**

Objective

Staff is seeking City Council's concurrence on the Wastewater Solids Renewal Program's recommended pathway of resource recovery. This memo provides an update on the Program's evaluation of solids pathways and next steps for implementation planning.

Introduction

A core service the City provides is collecting and treating wastewater from its sewerage service area. Wastewater contains both liquids and solids from domestic and business sources. The City currently processes about one ton of wastewater solids per hour, or the equivalent in weight of a Volkswagen Beetle. All the City's wastewater solids are piped to the Westside Treatment Facility for processing. Currently these wastewater solids are separated from liquids and incinerated, and the resulting ash is sent to a landfill. However, there are other options for treating wastewater solids that allow for resource recovery and beneficial uses, like fertilizing and soil-building products, and renewable natural gas.

The Program has been evaluating whether to continue the current practice of incineration and landfilling or transition to resource recovery. The Program provides a unique opportunity to invest in Vancouver's wastewater system and develop a renewable resource program to benefit future generations. Council received a presentation on the Program in September 2023 and this workshop is a follow-up to share staff's recommendations and next steps.

Why is the Program needed now?

Major components of Vancouver's current wastewater solids management system are nearing the end of their useful life, requiring significant investments in renewal or replacement. In addition, regulations for managing wastewater solids continue to evolve. Current federal air emissions regulations are more stringent for new incinerators and for existing incinerators that undergo an expansion. Newly established City greenhouse gas emissions goals also contribute to the need to assess how the City manages wastewater solids.

What is the Program status?

The Program is currently in the planning phase. During planning, the City Planning Team and consulting team evaluated two Program pathways: continue incinerating wastewater solids by replacing the incinerator or shifting to resource recovery. There are multiple options for how resource recovery is implemented. How resource recovery will be implemented and how investments are phased in over time will be the subject of the next phase of planning.

What is the recommended Program pathway?

Based on the team’s analysis, recommended Program pathway is resource recovery. The Planning Team evaluated pathways based on the direction from Council and came to this recommendation based on its alignment with Council's vision and values.

What would the resource recovery pathway include?

Resource recovery would include a new digester facility that will process wastewater solids to produce renewable natural gas and a soil amendment for land application. Renewable natural gas can be used at the plant site and could be sold for an additional revenue stream. The resulting soils product could be applied to agricultural lands or, if further processed, used locally.

Why resource recovery?

- Resource recovery is the recommended pathway for solids management because it;
- Helps achieve the City’s climate action goals
 - Costs less overall and can generate revenue through renewable natural gas
 - Recovers energy and nutrients for beneficial use
 - Conforms with the planned rate modeling for CIP investments
 - Opens up more opportunities for outside funding, such as grants and low interest loans, which can help offset costs.

How was the resource recovery pathway selected?

The team used a decision support tool that enabled the planning team to understand and evaluate tradeoffs and select a pathway that provides the best overall value to the City. The decision support tool was based on the Program values that were established as part of planning. The values were identified through a collaborative approach with the City’s multi-departmental Planning Team and informed by City goals, values, initiatives, and plans. City Council feedback on the Program values was solicited at a Council workshop on September 11, 2023, and then incorporated into the decision-making process. The Program values and their corresponding descriptions are summarized in Table 1.

Table 1. Program Values Categories and Descriptions Used in Evaluating Program Pathways	
Values	Description
Equity	Provide equitable service that minimizes negative externalities and aligns with community values.
Climate Impact	Invest in infrastructure that minimizes impact to a changing climate.
Environmental Health	Protect environmental health and restoration.

Table 1. Program Values Categories and Descriptions Used in Evaluating Program Pathways	
Values	Description
Economic Prosperity	Provide affordable services that support a growing community.
Human Health	Use best available science to provide safe infrastructure that protects human health.
Service Delivery	Be a leader in maintaining and delivering reliable and resilient integrated utility services.
Regulatory Compliance	Meet current and future regulations under routine operating conditions.

Using the results of the modeling and cost analyses as well as subject matter expert guidance, each pathway was evaluated on how it performed with respect to these values. Overall resource recovery options performed better across all Program values. Key benefits include:

- Advancing City climate goals through reductions in GHG emissions
- Better meeting economic prosperity values through lower life cycle costs and potential for revenue stream from sale of renewable natural gas
- Providing environmental benefits through recovering energy and nutrients from wastewater solids
- Providing greater opportunities for external funding

How is equity considered in this process?

Equity was incorporated into pathway development and selection. While one Program value is specifically named “equity,” equity is part of multiple values that were used in the evaluation of pathways including: economic prosperity (affordability of rates), climate impact, environmental health, and human health. Staff intend to develop an equity memo describing in more detail how equity can be incorporated into Program implementation.

The Westside facility is located in the Fruit Valley neighborhood, which is a community that scores high on the City’s vulnerability index. During implementation planning, City staff will conduct additional outreach and engagement including direct engagement within the Fruit Valley community to understand neighborhood impacts and how to address them during implementation.

What are next steps?

The next step is to develop an implementation plan. This plan will consider phasing – meaning how technological components of the project and investments could be added in over time. The implementation plan will also further evaluate regulatory developments, identify funding opportunities, and better define neighborhood impacts and mitigation. Figure 1 shows the timeline for planning, design and construction. The goal is bringing a new digestion facility into operation around 2033 as the current incinerator reaches the end of its useful life.

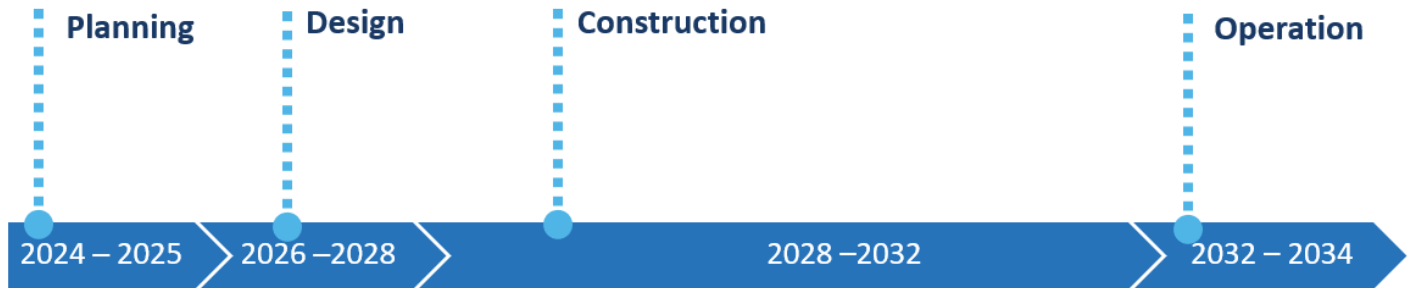


Figure 1 The multi-year Program will bring a new facility online around 2033.

Staff will bring updates to Council as the Program proceeds. We anticipate a Council workshop in six to nine months' time to share progress on an implementation plan.

Staff Contact: Frank Dick, Wastewater Treatment Engineering Manager
360-487-7179 | frank.dick@cityofvancouver.us

Attached is a more detailed summary of the comparison of incineration and resource recovery.

Attachment 1: Pathway Comparison Summary

DATE: June 17, 2024

**RE: ATTACHMENT 1 – PATHWAY COMPARISON SUMMARY
WASTEWATER SOLIDS RENEWAL PROGRAM WORKSHOP**

1. Introduction

City and consultant project staff evaluated 2 overarching pathways for the City's future wastewater solids management program – incineration and landfilling of residuals (current operation), and resource recovery with beneficial uses of output products. Staff conducted the evaluations with a framework of established boundary conditions that fully incorporate the City's vision and values.

This report provides a summary of the evaluations of outputs from incineration and 3 representative options for resource recovery methods.

2. Current Wastewater Treatment Facilities



Figure 1 All wastewater solids are piped to Westside for treatment. Current treatment is incineration at Westside and trucking ash to landfill.

3. Comparison of Incineration vs. Resource Recovery

How were the two pathways evaluated?

The incineration and the resource recovery pathways were evaluated by comparing performance through a modeling analysis and cost evaluation. The analysis assumed incineration would require complete replacement of the current incineration system and improvements to bring it into compliance with new regulatory requirements. Resource recovery can take different forms. The analysis considered three options to quantify benefits and develop cost analyses. In addition to the options described in Table 1, the team also evaluated additional treatment technologies that could be incorporated into the resource recovery pathway to address future regulatory changes for contaminants of concern.

Table 1. Resource Recovery Options					
Option	Description	Renewable Natural Gas	Agricultural Land Application	Recover food waste (Organics)	Local Land Application
Option 1: Basic digestion	New digestion facility that produces renewable natural gas and soil amendment for agricultural land.	✓	✓		
Option 2: Basic digestion with organics	New digestion facility that accepts local food waste and produces renewable natural gas and soil amendment for agricultural land.	✓	✓	✓	
Option 3: Advanced digestion with organics	New advanced digestion facility that accepts local food waste and produces renewable natural gas and soil amendment for agricultural or local land application.	✓	✓	✓	✓

Renewable Natural Gas Comparison

The energy analysis found that the resource recovery options produce more renewable natural gas than is required for plant operations – a net energy benefit. The natural gas can be processed for sale to a local gas company, generating revenue. Figure 2 shows the comparison of renewable natural gas production to demand for incineration and the three resource recovery options.

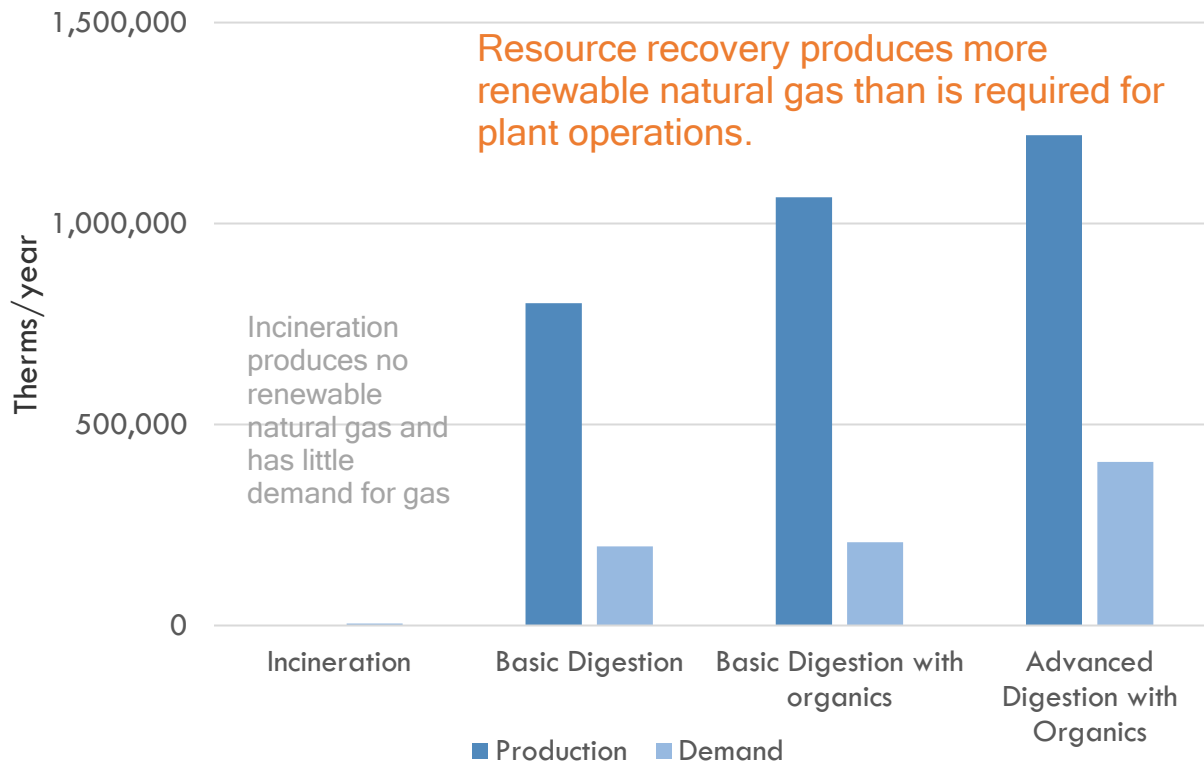


Figure 2. Estimated Renewable Natural Gas Production and Demand

Solids Production Comparison

Resource recovery produces solids materials leaving the plant. The incineration process produces ash which has less volume because it contains less water. Resource recovery produces a soil amendment which has greater volume than ash because it has more moisture. This will result in additional trucks leaving the plant compared to current conditions. Figure 3 shows the comparison of solids weight leaving the plant for year 2055 (build out year used for planning purposes).

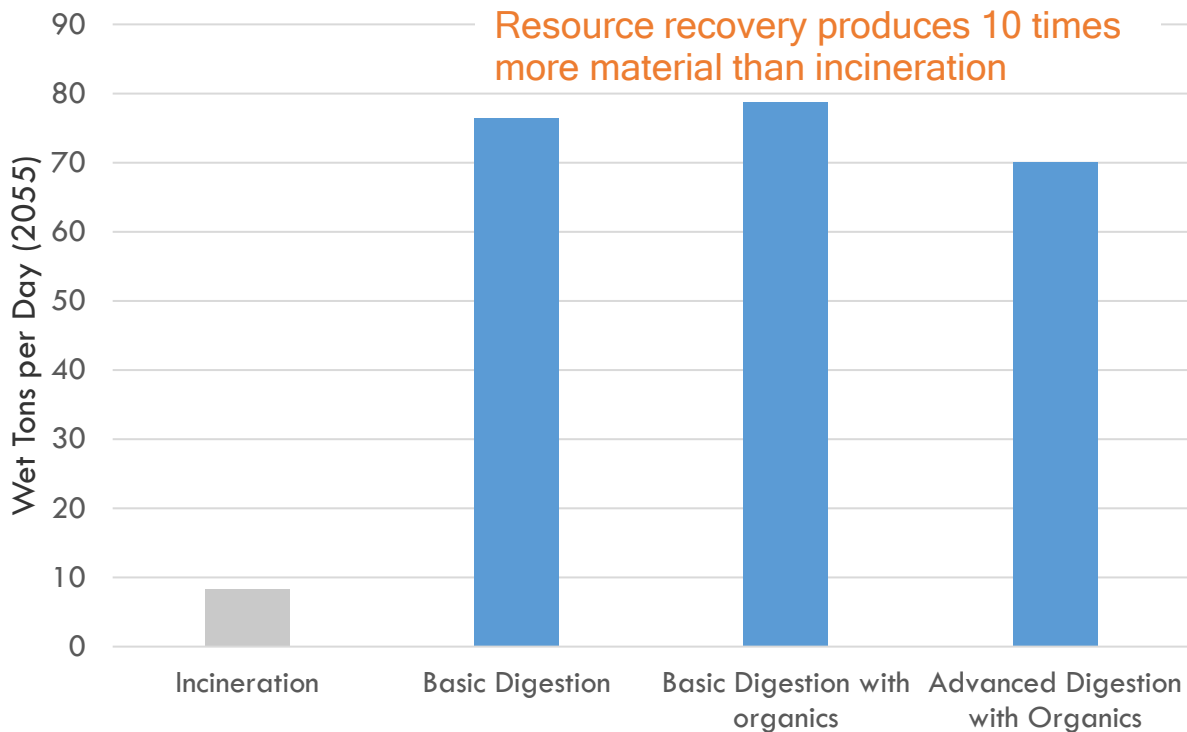


Figure 3. Estimated Weight of Solids Leaving Plant

Greenhouse Gas Emissions Comparison

The resource recovery options have a net reduction in GHG emissions, even after taking into account additional truck trips to haul solids. The soil amendment produced from the digestion process sequesters carbon. Additionally, the renewable natural gas generated from the digestion process will offset natural gas usage. Figure 4 shows how incineration is anticipated to generate GHG emissions, whereas the resource recovery options will reduce them.

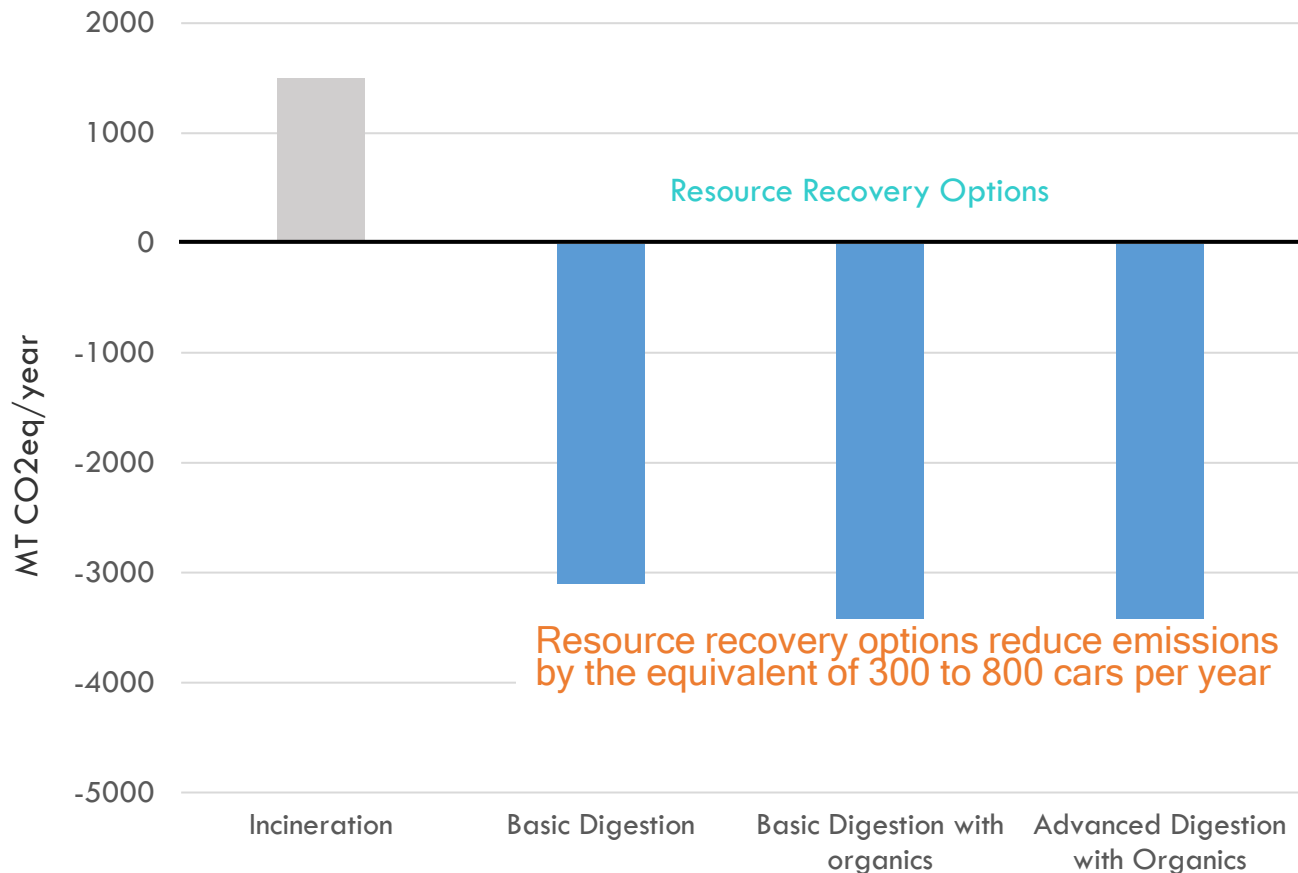


Figure 4. Estimated Net Annual GHG Emissions



Comprehensive Plan Update City Council Workshop

Rebecca Kennedy, Deputy Director, Community Development
Domenique Martinelli, Senior Long Range Planner, Community Development

June 17, 2024

Agenda

Engagement: Overview of past and upcoming engagement; key takeaways from Community Survey

Chapter Specific Vision Statements: Overview & how they will be used

Connected + Accessible Neighborhoods:
Proposed definition and thresholds

Next Steps

- Development and analysis of three possibilities
- Citywide Equitable Development Strategy
- Local Economic Development Strategy
- New Title 20 Code Concepts

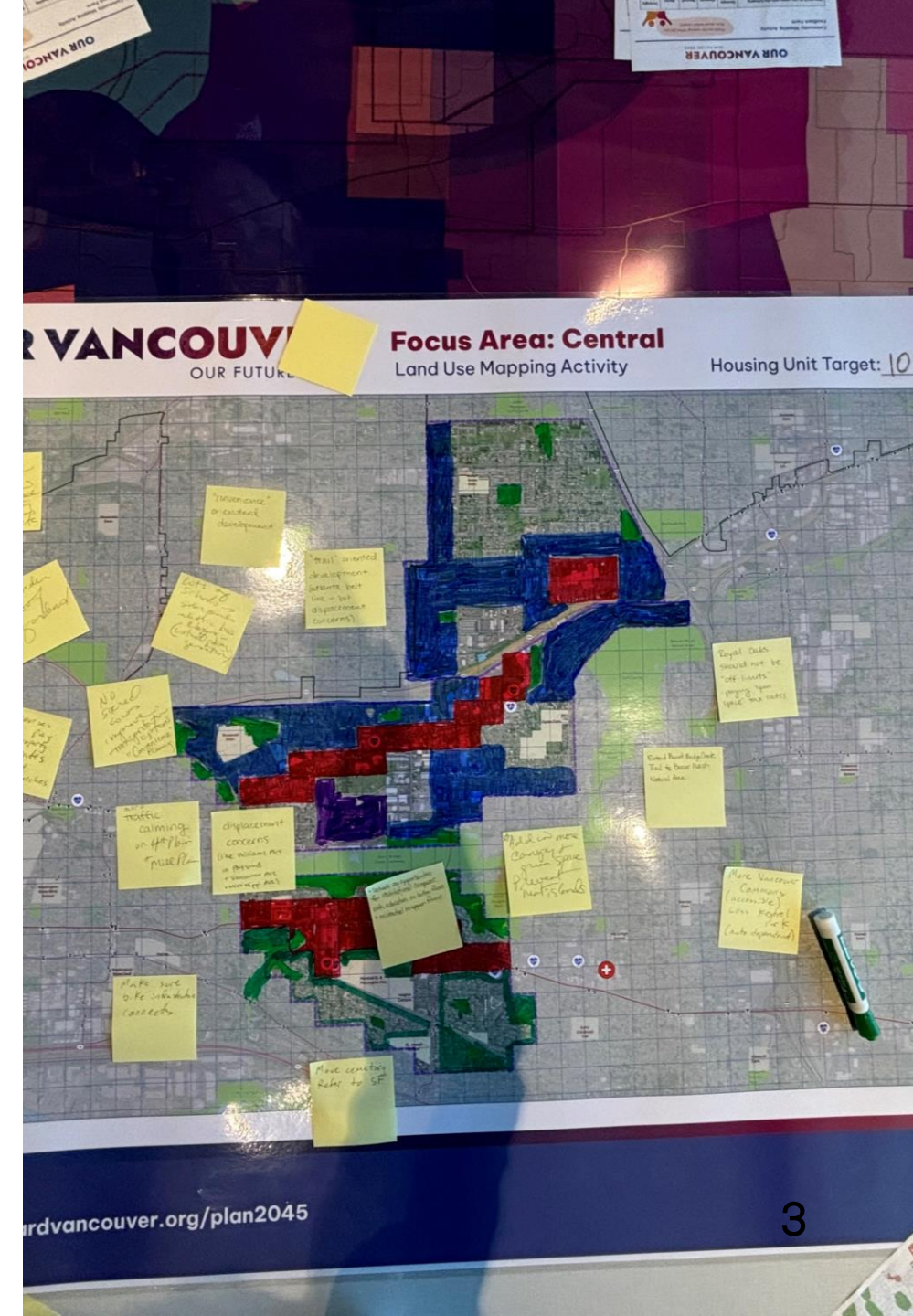
Purpose

Review and provide context on foundational vision statements and policy concepts



Past Engagement

- Phase I: Education and Awareness
 - ➔ 19 community envision events (Summer 2023)
 - ➔ 150 pins on interactive Be Heard Map (available August 2023 – February 2024)
 - ➔ 1,017 responses to Community Survey (December 2023 – March 2024)
 - ➔ Housing Forum Open House Event (December 2023)
- Phase II A: Land Use Possibilities



Where We Are At:



Mapping Activity

- Four total public workshops
 - Two general public
 - One youth focused
 - One neighborhood alliance focused
- Workshops conducted with:
 - Community Partners
 - Four Community Working Groups: CBOs, Transportation, Housing, and Climate
- Online mapping activity – open for four weeks, concurrent with in-person engagement

Connected + Accessible Neighborhoods

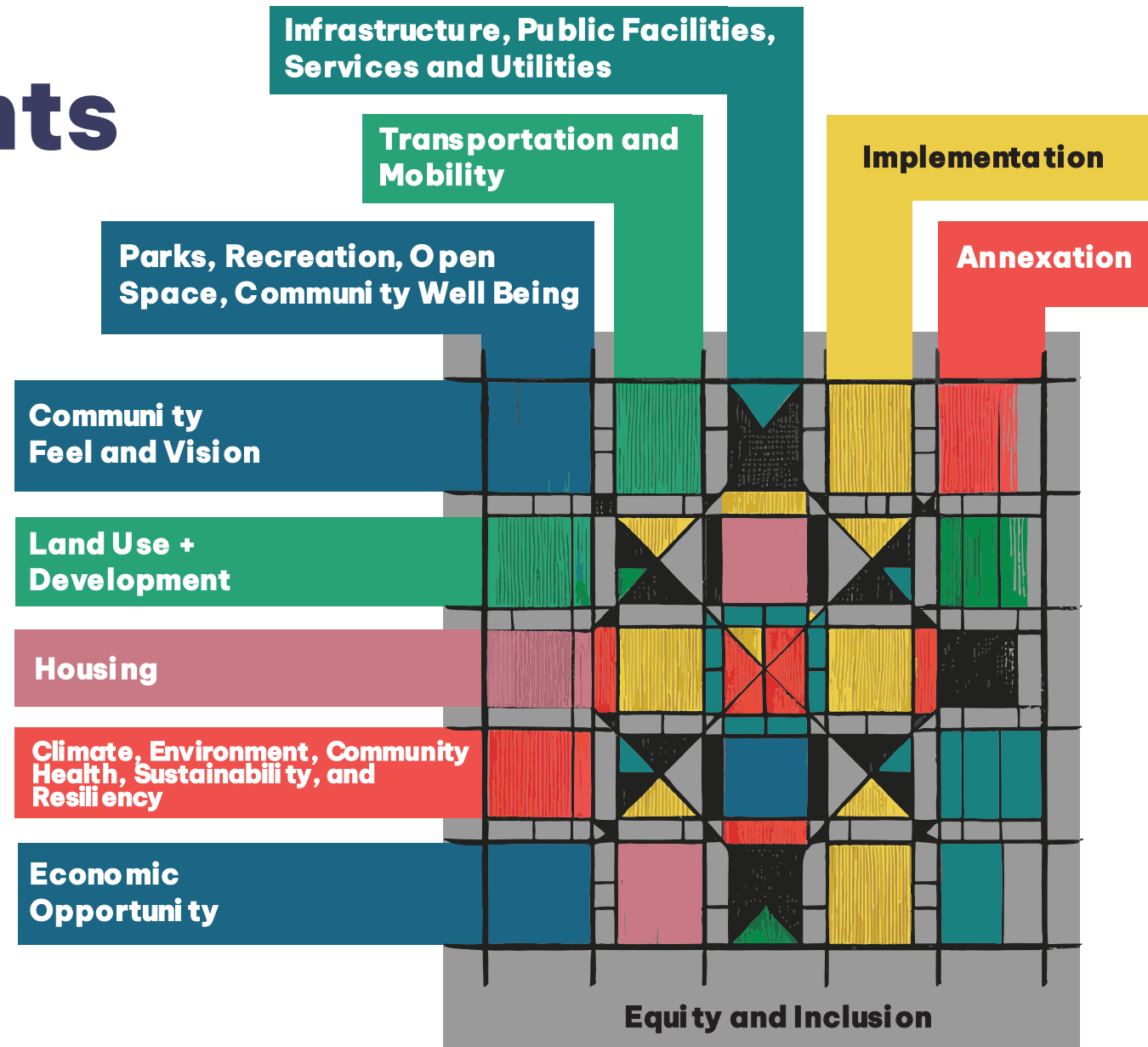
- **Accessibility** – Universally designed for all residents, regardless of physical or neural capability, both *economically* and *physically* accessible.
 - ➔ *Economically accessible* – access to employment and attainable housing.
 - ➔ *Physically accessible* – neighborhoods designed with equity priority communities are more accessible to everyone.
- **Connectivity** – Ability to walk, bike or roll to meaningful spaces, services, and amenities within 15 minutes or less.
 - ➔ Neighborhood “nodes” that meaningfully relate and connect to one another.
 - ➔ Provide a range of options to meet people’s daily needs; Reduce greenhouse gas emissions from single occupancy vehicle use.



Vision Statements

Process

- Initial draft co-created with Community Partners
- Subsequent drafts reviewed by community partners and technical staff
- Reviewed against existing policy documents to ensure alignment
- Vision statement developed for each of the 12 plan chapters
- Full statements and key themes included in packet materials.



Vision Statements

Chapter: Land Use + Development

We will create connected and accessible neighborhoods that provide a mix housing, jobs, and essential services in accessible and inviting spaces. We will add new types and sizes of housing that are affordable to a wide range of community members and foster a **sense of inclusion** for people of all backgrounds. We recognize that change will occur in neighborhoods and corridors across the city, and that we must accommodate this change while **preventing displacement**, maintaining livability and finding new ways to use existing buildings and infrastructure. Our vision emphasizes the importance of creating community spaces where people can **build and sustain relationships**. We aspire to build a resilient, thriving, connected, and inclusive urban landscape that creates **harmony between the built and natural environment** and fosters **choice and opportunity** throughout the city.

Policy Foundation

Increasingly Specific

Chapter: Land Use + Development

Vision Statement Themes

1. Sense of inclusion for people of all backgrounds
2. Community spaces that support and sustain relationship building
3. Prevent displacement
4. Build and sustain community
5. Harmony between the built and natural environment
6. Choice and opportunity

Example Goal

3a. Reduce displacement by analyzing the potential for projects to bring unintended consequences, and then develop mitigation strategies.

Example Policy

3a(i): Require an equity impact analysis that analyzes how public investments may impact equity priority communities; identify needed interventions to mitigate negative impacts.

Three Land Use Possibilities

- Each possibility will include several considerations:
 - ➔ Common themes reflected from mapping exercise results
 - ➔ Context and constraint layers: critical areas, active trip potential, proximity to enhanced transit network, climate and health vulnerability index, equity index and displacement risk, alignment with state law and development feasibility.
- Possibilities will be evaluated against baseline scenario
 - ➔ Assumes no changes in zoning / land use beyond requirements by state law.
- Possibilities will be designed to emphasize tradeoffs, connection to vision statement themes
- Initial draft possibilities for community, PC, Council, and environmental review anticipated to be released in August.

Planning Commission- Feedback from 5/14 Workshop

- General support for Connected + Accessible Neighborhoods
 - ➔ Expands and goes farther on other elements vital to make thriving neighborhoods
 - ➔ 15-minute neighborhoods as a metric that supports a larger concept
- Generally want to see the three possibilities presented with detailed data and metrics
 - ➔ Quantify the tradeoffs to inform decision making- key metrics, pros/cons, etc.
 - ➔ Detailed discussion on policy measures needed –what actions can the City take specific to each possibility that enhances benefits and mitigates negative impacts

Upcoming Engagement – Summer / Fall 2024

Purpose: Communicate and receive feedback on three draft Land Use Possibilities

- Continuing conversations with Community Working Groups & Community Partners
- Interactive story maps with survey questions
- Tabling and education at community events
- Virtual and in-person community-wide meeting options



Placeholder – Up Next

- July 15 CC WS: Initial Council review of early policy work
 - ➔ Citywide Equitable Development Strategy
 - ➔ Local Economic Development Strategy
 - ➔ Update on code concept development
- Council endorsement of vision statements and connected/accessible neighborhoods concept
- Draft Land Use Possibilities anticipated in August.

Council endorsement
of vision statements
and connected and
accessible
neighborhoods
concept.





Questions and Discussion

MEMORANDUM

DATE: June 17, 2024

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

CC: Rebecca Kennedy, Deputy Director; Community Development Department
Domenique Martinelli, Senior Long-Range Planner, Community Development Dept.

RE: **OUR VANCOUVER – Vision Statements, Connected and Accessible
Neighborhoods, Community Engagement**

Intent

Provide City Council with an update on the following:

- Draft vision statements for each plan chapter, the process by which they were developed, and how they are intended to inform policy development.
- The proposed definition of Connected and Accessible Neighborhoods.
- An overview of community engagement conducted to date, including key themes from the community survey.

Background:

The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction to manage the built and natural environment in Vancouver and provide necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011. The existing Comprehensive Plan builds its policy approach off of a Centers and Corridors strategy, which designates key areas where the City will grow and develop in the future and identifies where the City will undertake more detailed subarea and district level planning.

Given significant changes to demographics, market conditions, and council priorities and the emergence of a prolonged housing crisis since 2011, it's necessary to re-imagine the existing growth strategy as part of the next Comprehensive Plan. The project team is in the process of developing three distinct growth strategies (called land use possibilities) that respond to current needs and reflect the plan vision that was established for **OUR VANCOUVER** during the first phase of the project. The Council-endorsed community vision statement reads as follows:

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

Chapter Vision Statements

Draft vision statements for each chapter of the Plan were developed through a co-creative process with the Community Partners advisory group, City of Vancouver technical and policy staff, and the project management team for Our Vancouver. The vision statements will serve as a foundation for the goals and policies that are developed for each chapter of the Comprehensive Plan, in the same way that the community vision statement sets the foundation for the overall plan. There are twelve total vision statements, which are aligned with existing adopted policy documents, Council’s core policy priorities of equity, community safety, and climate action, and the previously endorsed Goals Framework. Each vision statement includes a set of key themes that will serve as a driver for the individual goals, and the resulting policies that are developed from them. The project team and Community partners group worked together to co-create the vision statements.

The full text of the draft vision statements, as well as information on the co-creative process for developing them and how they relate to the previously endorsed Goals Framework, is provided in Attachment A below. Staff anticipate updating the draft statements based on Council discussion and feedback today and returning to Council with a resolution endorsing the final statements at a subsequent meeting.

Connected and Accessible Neighborhoods

Feedback was received from City Council, the Community Partners group, and the community broadly about the need to communicate additional aspects about the types of neighborhoods and communities that the Comprehensive Plan is intending to design. Based on this input, a new concept of Connected and Accessible Neighborhoods is being proposed to replace the language of 15-minute neighborhoods in the Comprehensive Plan. The concept focuses on two key aspects – accessibility and connectivity- and continues to reflect a desire to co-locate housing, jobs and amenities in a 15-minute walkshed.

- **Accessibility**

Accessibility in this context is intended to communicate both where and whom - what services and amenities are people able to access within a 15-minute walk, bike or roll, as well as whom they are accessible to. Accessibility focuses on universally designed places, and the ability for all residents regardless of physical or neural capabilities or incomes to be well served by their built environment. If neighborhoods have high connectivity but the infrastructure doesn’t match the capabilities of all individuals, many will be left out. The City can begin to address these

disadvantages through planning and policy guided by the principal of accessibility. Accessibility is also further defined by physical and financial accessibility:

Physical Accessibility: The most prevalent example of accessible design within cities is the Americans with Disabilities Act (ADA) accommodations including design standards principally for those who use mobility devices like walkers and wheelchairs or with vision impairments, but these requirements also benefit other user groups. For example, ADA requires all intersections to have curb-cuts at crosswalk locations to ensure that those using a wheelchair or walker experience a similar level of service to those on foot. However, those requirements also benefit everyone by making the built environment safer and increasing accessibility for other user groups. These design standards and policies ensure that new or renovated infrastructure is designed so that those with physical impairments can move around, interact, and experience the same level of access awarded by public spaces. Age is another important component of accessibility. Effective urban design ensures that people at any stage of life feel comfortable, safe, and that the city has been designed for them.

Financial Accessibility: Financial accessibility includes the capacity for those with different incomes to interact with the built environment. Financial access to transportation options is particularly important in this context, as the inability to access transportation creates barriers to accessing other opportunities like jobs, services, healthcare, education and recreation. For Land Use Planning, this can mean focusing on distributing affordable housing along already well-connected transit corridors via Transit Oriented Development (TOD) and distributing land-use types evenly throughout the city.

- **Connectivity**

Connectivity is intended to communicate how people are connected to services and amenities in neighborhoods, as well as how neighborhoods connect and inter-relate to one another. The measure of connectivity that has been used to date is the 15-minute city standard, which examines how well the city distributes common daily amenities across the city within a 15-minute walk of where people live. Fifteen minutes has been understood as that maximum time/distance you can reliably encourage someone to opt to walk, bike, or roll instead of taking a car. The topic has been relentlessly studied, and broadly finds the same conclusion – that a neighborhood with more amenities within a 15-minute distance result in a higher percentage of trips being done through walking or other means of active transportation.

The City will retain this metric as a standard means of evaluating the connectivity of focus areas and neighborhoods in the Comprehensive Plan, but the language that is used will reflect more encompassing themes highlighted in the Connected and Accessible Neighborhoods language. This approach focuses on maximizing mixed uses, improving multi-modal transportation options and networks, and locating growth near essential places like schools, parks, healthcare facilities, grocery stores, consistent with policy outlined in the Transportation System Plan. These strategies bring amenity locations within an easy walk, roll, or bike trip, and lead to reducing greenhouse gas emissions from single occupancy vehicles and improving

health. Through this approach, the City will begin to undo current land use patterns of disconnect housing, amenities and services and negatively impact community health, climate, and equity.

Engagement

Since May 2023, the project team has engaged thousands of community members through community working groups, topic-specific forums, tabling events, an online survey, small group educational sessions, in-person and virtual community mapping exercises, youth and topic specific workshops, presentations, and in-person conversations. A more detailed description of these activities and who they reached is available in Attachment B below.

As we continue our work with communities, the project team is tracking different outreach and engagement methods to better refine our practices for all community members as well as individuals and groups that are part of and/or serve equity priority communities. Key methods that have resulted in a higher engagement rate for these groups include:

- Partnering with local groups and organizations that are already trusted by priority communities.
- Providing translated materials and interpretation services.
- Using social media as a primary outreach tool.

Planning Commission Feedback

A work session was held with the City's Planning Commission on May 14 to discuss engagement activities and findings, draft vision statements, and the updated definition of connected and accessible neighborhoods. Below are some of the key takeaways from that discussion:

- Planning Commission was generally supportive of the concept of Connected + Accessible neighborhoods and expressed that it conveys a more holistic approach to thinking about Vancouver neighborhoods as part of the Comprehensive Plan. They stated that the concept expands on the original idea and utilizes the 15 minute neighborhood as a metric to expand the larger goals we are trying to achieve.
- Commissioners asked about the geographic scale that connected and accessible neighborhoods will apply to. It was shared that the approach has been to think about connected and accessible communities within the focus areas defined in the Comprehensive Plan's growth framework. In the areas that we expect to see the greatest amount of change over the next 20 years, we want to be more specific and intentional about ensuring these neighborhoods grow in a way that is reflective of the connected and accessible neighborhood concept.
- Commissioners also wanted to see the three possibilities presented with detailed data and metrics to help inform decision making and quantify tradeoffs between each of the possibilities once they are brought back to them for review. They also requested detailed analysis of the specific regulatory, programmatic and capital investments the City can make to ensure each possibility enhances benefits and mitigates negative impacts.

Next Steps

The Council and Planning Commission will review the three proposed Land Use Possibilities at future workshops, including a “no build” scenario that assumes no changes to zoning or land use designations other than the minimum elements required under state law. Each alternative will reflect Council’s core policy priorities of safety, equity and climate action; the plan vision statement; the Goals, Partnership and Equity frameworks; and direction of previously adopted policy guidance like the Climate Action Framework and Transportation System Plan, among others. Council, Planning Commission and community feedback will inform refinements of the three possibilities, which will then be evaluated under the State Environmental Policy Act (SEPA) Environmental Impact Statement (EIS) process. A draft EIS will be conducted on the three possibilities, followed by a public comment period. This will inform the development of a preferred possibility that will be presented to the community, Council, Planning Commission, and other stakeholder groups and assessed through a Final Environmental Impact Statement (FEIS). The preferred possibility will become the basis for the policy development phase of the project and the re-write of Vancouver Municipal Code Title 20 - Land Use and Development. It is likely that the preferred possibility will contain components of each of the three possibilities in response to community input, rather than a discrete selection of one over the others.

Attachments:

Attachment A: Goals Framework and Vision Statements

Attachment B: Community Engagement Overview

Staff Contact

Rebecca Kennedy(she/her), Deputy Director, Community Development

Rebecca.kennedy@cityofvancouver.us

Domenique Martinelli (she/her), Senior Long-Range Planner, Community Development

Domenique.martinelli@cityofvancouver.us

OUR VANCOUVER

OUR FUTURE 2045

GOALS FRAMEWORK AND VISION STATEMENTS

May 14, 2024

*The initial version of the goals framework was endorsed via resolution on December 18, 2023. This version includes specific chapter vision statements, and will need to be formally adopted via resolution to become final.

Introduction

The City of Vancouver's Comprehensive Plan is an important tool that helps us navigate and plan for the future. The plan provides the overall long-term vision and policy direction needed to manage the built and natural environment in Vancouver and provide necessary public facilities needed to achieve that vision. The reality of long-term policy making in our community is recognizing that there is a wide range of complex, interconnected systems that influence how our community looks, operates, feels and functions, including market forces, federal and statewide policy, changing demographic and socioeconomic conditions, among other factors that will change over time. Within these larger forces there are areas where the City can shape and influence outcomes, like the delivery of municipal infrastructure and urban services, constructing, repairing, and maintaining roads, providing municipal services like water, sewer, fire and police protection, as well as parks & recreation programs and arts and cultural services. The City also administers land use policy and takes an active role in reviewing Vancouver's residential, commercial and industrial development for building safety, appearance, design, and function.

In these areas where the City can influence outcomes, Vancouver's next Comprehensive Plan, called **OUR VANCOUVER** will define the goals, policies, and implementation measures to guide the growth and development of our community over the next 20 years, with 2045 identified as the year for realizing the vision set forth in the plan. The City acknowledges that it has a deep responsibility to ensure that the intended and potential unintended consequences of policies developed through the Comprehensive Plan benefit community members that have typically been historically underrepresented, excluded or negatively impacted from public decision-making processes. Because of this, a specific equity focus has been integrated into the goals framework, to ensure insights and perspectives from these communities are emphasized and uplifted.

The last time the Plan was updated was **2011**, and since then, there have been significant demographic and socioeconomic changes that have occurred in our community.

How has our community changed since the last plan?

↑ 18%

Population increase

↑ 64%

Communities of color increase

↑ 34%

Median income increase

↑ 174%

Average home value increase

What is a Goals Framework?

The goals framework for the Comprehensive Plan will help to define the structure and organization by which we go about designing more specific goals, policies and implementation measures throughout the plan development process. The framework includes 12 chapters, a vision statement for each chapter, and a set of key themes that will inform the development of more specific goals and policies within the final plan.

What elements are legally mandated by law?

The Growth Management Act specifies mandatory elements that Cities in the State of Washington are legally required to integrate into their Comprehensive Plans. For Cities, this includes land use, housing, capital facilities, utilities, transportation, economic development, parks and recreation, and climate change and resiliency. As you read the goals framework, you will notice a number of chapters and elements that are included that aren't mandated by state law. These additional chapters were informed during the plan scoping process, the initial phase of community engagement, and input from the Community Partners - who are the core committee of City residents tasked with co-creating the plan with the City.

How was the Framework Developed?

The basis of the Goals Framework is the plan's vision statement – which was the result of a detailed visioning process which engaged more than 1,015 community members between June 2022 and February 2023. During this process, community members were asked about their hopes, needs and concerns, and their big ideas for the future of Vancouver. Some of the most frequently mentioned concerns included public safety, economic opportunity (jobs, business development and growth), housing affordability, houselessness, and climate change.

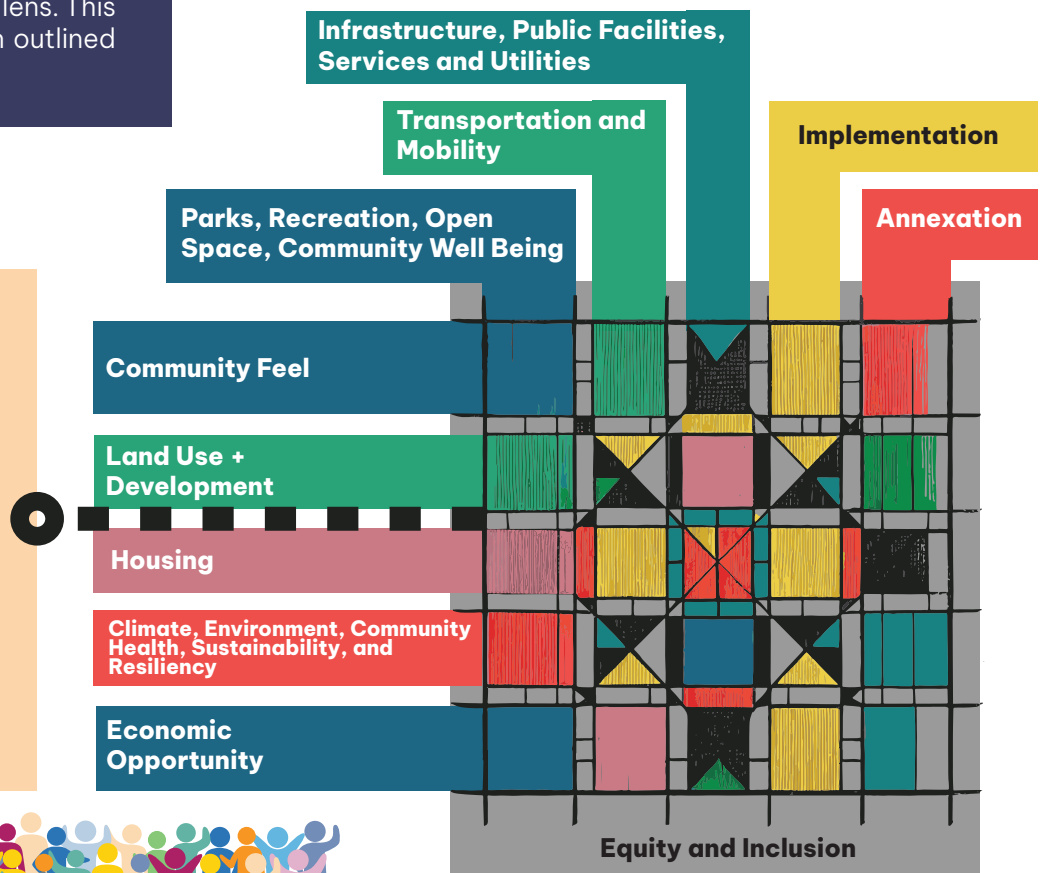
These themes were reviewed with the City's Strategic Plan Advisory Committee, and then incorporated into a vision statement for the Comprehensive Plan. The plan vision statement serves as the basis from which all other goals and policies in the plan are developed, and helped to prioritize additional elements to integrate into the framework, beyond what's legally mandated by state law. The Community Partners – who are the core committee of City residents tasked with co-creating the plan with the City, also played a major role in forming the goals framework – particularly in developing more detailed vision statements for each of the plan elements, which will serve as the foundation for the land use alternatives and policy development phases of the plan. They provided input on the community partnership framework, and established the equity priority outcomes in the equity framework, which heavily influenced the goals framework structure, which is shown below.

Equity

The graphic of the goals framework shown below represents a quilt, where the different elements of the Goals Framework of the Comprehensive Plan are weaved together. Equity represents the base fabric in which all of the plan elements are weaved into, symbolizing the approach of integrating equity into all aspects of policy development. The Goals Framework includes a chapter specific to equity and inclusion with goals and policies that will be developed, but all elements of the Goals Framework are evaluated through an equity lens. This is consistent with the approach outlined in the plan's equity framework.

Plan Vision Statement

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



Goals Framework + Key Themes

The framework for the plan includes chapters, represented in **bold text**, along with the **key themes and desired community outcomes** that will guide the development of more specific goals and policies in the final plan.

- 1 **Introduction.** City's Core Values, Focus Areas.
- 2 **Community Feel and Vision.** Inclusive, Affordable, Safe, Vibrant, Accessible, Prosperous, Livable.
- 3 **Land Use and Development.** 15-minute neighborhoods, access to jobs & essential spaces, healthy, connected, resilient, harmony between built and natural environment.
- 4 **Housing.** Affordable, Accessible, Choice, diversity in sizes and types, Universal Design, Culturally Appropriate, Neighborhood Cohesion, reduce houselessness, Homeownership and opportunities for wealth creation.
- 5 **Equity and Inclusion.** Inclusive, Reparative, Promote health and wellness, Universal Access to Resources, Nurturing and Valuing All People.
- 6 **Climate, Environment, Community Health, Sustainability, and Resiliency.** Equitable and Just Transition, Increase Tree Canopy, Decrease Emissions, Community Preparedness, Community Stewardship and Resilience, Holistic Cycles of Consumption and Production, Access to Healthy Food, Built Environment Promotes Health.
- 7 **Economic Opportunity.** Support Business and Industry, Job Growth, Facilitate Startups and Innovation, Resilient Green Economy, Equitable Access, Wealth Creation, Access to Childcare.
- 8 **Parks, Recreation, Open Space, and Community Well Being.** Increase access, More Trails and Green Spaces, Inclusive and Safe Public Spaces, Climate Adaptation, Native Plants and Species, Increase Health Opportunities Through Recreation, Diversity in Amenities, Youth Programming.
- 9 **Transportation and Mobility.** Reliable, Frequent, Safe, Accessible, Equitable, Multi-Modal, Climate Friendly, Enhanced Transit, Regional Connectivity.
- 10 **Infrastructure, Public Facilities and Services and Utilities.** Utilize Existing Infrastructure, Expand Services and Programs, Equity Lens, Community Safety, Green Infrastructure.
- 11 **Annexation.** Sustainable Growth, Maintain Levels of Service.
- 12 **Implementation.** Actionable Policies, Alignment with Strategic Plan, Local and Regional Coordination, Accountability.

How were the vision statements developed?

Vision statements for each chapter of the goals framework were developed through a co-creative process with the Community Partners group, City of Vancouver technical and policy staff, and the project management team for Our Vancouver. The vision statements will serve as a foundation for the goals and policies that are developed for each chapter of the Comprehensive Plan, in the same way that the community vision statement sets the foundation for the overall plan. There are twelve total vision statements, which are aligned with existing adopted policy documents and City Council's core policy priorities of equity, community safety, and climate action. The **key themes and desired community outcomes** served as the foundation for each of the twelve statements. Note: Vision statements were not developed for Chapter 1 (Introduction) or Chapter 12 (Implementation).

Process

Individual small group meetings were held for each one of the goals framework categories. In these meetings, conversation were held on key themes, core values and priorities, existing assets and gaps, and the impacts of historic investment decisions in each area. These conversations were then compiled and used to draft an initial versions of potential vision statements.

Drafts were reviewed and discussed by Community Partners individually and as a group. The group discussion focused primarily on the equity vision statement and emphasized its fundamental importance in laying the foundation for equitable plan policies and future outcomes. Community Partners reviewed other draft statements individually and sent feedback to the project team.

Based on these discussions, the project team and other members of City staff refined one draft statement for each element/plan chapter. These reflected Community Partner discussions as well as adopted policy goals and priorities from the City of Vancouver Strategic Plan, Transportation System Plan, Climate Action Plan, Housing Action Plan, Urban Forestry Management Plan, Reside Vancouver Anti-Displacement Strategy, Parks, Recreation and Cultural Services Comprehensive Plan, the recently developed community wide vision statements, as well as the Our Vancouver Goals and Equity frameworks already endorsed by the Vancouver City Council.

2

Community Feel

We envision a city that is affordable, safe, accessible, vibrant and prosperous, where all community members feel **valued, included, and honored**. Our City is made up of authentic places that reflect our **different histories and lived experiences** and help **strengthen social bonds** and connections to each other. We recognize that our histories include big accomplishments and important milestones, as well as **individual and collective trauma and systemic injustice**, and we will work to intentionally repair past harms, and limit future ones. **We uplift individuals and communities** to collectively build a future where we not only survive but thrive, so that every person can lead a fulfilling life and **truly belong**.

- Inclusive
- Affordable
- Safe
- Vibrant
- Accessible
- Prosperous
- Livable

3

Equity and Inclusion

- Inclusive
- Reparative
- Promote health and wellness
- Universal Access to Resources
- Nurturing and Valuing All People

We strive to build an equitable and inclusive community that recognizes and respects **intersecting identities**. We do this through intentional action that seeks to repair injustices of the past and chart a new course, centering voices that were excluded and, in many instances, **continue to be excluded** from decision-making processes. We follow the guidance and expertise of those who have been directly impacted by **exclusionary practices and racist and oppressive systems**, in order to design a more equitable future for our community. We examine the intended and unintended consequences of past, current and proposed policies with an equity lens, and work towards **increasing pathways** to access and participation. **Reparative actions**, universal access, and physical and mental health are critical priorities in creating inclusive environments.

4

Land Use and Development

We will create **connected and accessible neighborhoods** that provide a mix housing, jobs, and essential services in accessible and inviting spaces. We will add new types and sizes of housing that are affordable to a wide range of community members and foster a **sense of inclusion for people of all backgrounds**. We recognize that change will occur in neighborhoods and corridors across the city, and that we must accommodate this change while **preventing displacement**, maintaining livability and finding new ways to use existing buildings and infrastructure. Our vision emphasizes the importance of creating **community spaces** where people can **build and sustain relationships**. We aspire to build a resilient, thriving, connected, and inclusive urban landscape that creates **harmony between the built and natural environment** and fosters **choice and opportunity** throughout the city.

- Connected and accessible neighborhoods.
- Access to jobs & essential spaces
- Healthy
- Resilient
- Harmony between built and natural environment

5

Housing

- Affordable
- Accessible
- Choice
- Diversity in sizes and types
- Universal Design
- Culturally Appropriate
- Neighborhood Cohesion
- Reduce houselessness
- Homeownership and opportunities for wealth creation

We strive to build a community where people have many choices about where they will live, all within thriving, active, and affordable neighborhoods that they are **proud to live in**. We envision a future where housing is affordable and accessible to everyone and is designed in a culturally inclusive way. We commit to increasing opportunities for homeownership and wealth creation and **prioritizing the needs of historically excluded communities** from opportunities. Our strategy aims to maximize the number and range of housing options, embrace **non-traditional design methods**, add **middle and multigenerational housing**, and accommodate the diversity of housing needs within our community. In the future, many different housing options will be affordable to the entire community, all located within **connected and accessible neighborhoods** that provide safe and convenient **access to employment opportunities, education, essential services and open space**.

6

Climate, Environment, Community Health, Sustainability, and Resiliency

We envision a future where there is balance between the **built and natural environment**, with resilient and thriving communities that are well prepared to **adapt to the impacts of climate change**. We commit to expanding **green spaces and the ecosystems they host, building sustainable infrastructure**, combating **heat islands** and providing every community member with multimodal transportation options that reduce greenhouse gas emissions. We will invest in projects and initiatives that support those most impacted by climate change and engage all community members in finding solutions. We will prioritize the development of infrastructure and community spaces that are ready to function during times of disaster and create places where people continue to be able to live, work and play as the climate changes.

- Equitable and Just Transition
- Increase Tree Canopy
- Decrease Emissions
- Community Preparedness
- Community Stewardship and Resilience
- Holistic Cycles of Consumption and Production
- Access to Healthy Food
- Built Environment Promotes Health.

7

Economic Opportunity

We envision a future where all community members have access to stable jobs that allow them to support themselves, their families and communities. We commit to prioritizing wealth creation and financial stability for historically excluded groups, growing economic opportunity for all, developing a green economy that mitigates the impacts of climate change, and supporting innovation in business and industry. We recognize that access to **housing and childcare is essential to building a resilient and equitable economy**. We believe in **community-centered economic development** that focuses on people and **uplifts our existing workforce** while providing options for those who will be here in the future. We commit to building and strengthening partnerships to support small businesses and startups, expand workforce training opportunities, **break down barriers to entry and promote upward mobility, particularly for historically underserved and excluded communities**.

- **Support Business and Industry**
- **Job Growth**
- **Facilitate Startups and Innovation**
- **Resilient Green Economy**
- **Equitable Access Wealth Creation**
- **Access to Childcare.**

8

Parks, Recreation, Open Space and Community Well Being

We strive for a future where all people enjoy **increased access to cultural events, public art, natural areas, parks, community and green spaces**, and an expansive network of trails and greenways. We recognize that art, culture and open spaces are critical elements of community health, wellness and quality of life. We commit to building inclusive and safe public spaces that reflect the diversity of our community without cost barriers, while conserving and preserving natural areas and **adapting to climate change**. Embracing native plants and species, we aim to create biodiverse havens that enhance ecological resilience. With a focus on health and well-being, our parks will offer **diverse recreational opportunities** and engaging programming, ensuring a thriving and **interconnected community** for generations to come.

- **Increase access**
- **More Trails and Green Spaces**
- **Inclusive and Safe Public Spaces**
- **Climate Adaptation**
- **Native Plants and Species**
- **Increase Health Opportunities Through Recreation**
- **Diversity in Amenities**
- **Youth Programming.**

9

Transportation and Mobility

We envision a future where transportation is safe and accessible for everyone, regardless of where they live or their socioeconomic status. We commit to building an **equitable and connected network** of streets, paths and trails that are safe and comfortable for people walking, driving, rolling, using small mobility devices and taking transit. By **prioritizing reliability and frequency**, our public transportation system allows people to move around the community easily and safely. We embrace **multi-modal options** such as bicycles and small mobility devices like scooters and commit to **breaking down barriers and removing financial obstacles** to using these travel options. Through strategic partnerships, we will establish **integrated transportation hubs**, fostering safe, climate-friendly, and accessible pathways to essential resources and opportunities in Vancouver and across the region.

- Reliable
- Frequent
- Safe
- Accessible
- Equitable
- Multi-Modal
- Climate Friendly
- Enhanced Transit
- Regional Connectivity.

10

Infrastructure, Public Facilities, Services and Utilities

We will prioritize public infrastructure and facility investments that **leverage our existing investments** to support **efficient and equitable growth**. We commit to providing high quality, well maintained and affordable public services that protect the environment, **mitigate and adapt to climate change**, ensure **equitable access to programs and resources**, and respond to our community's needs as we grow. We commit to enhancing **social infrastructure** to foster a sense of connectedness, well-being and acceptance to advance equitable outcomes.

- Utilize Existing Infrastructure
- Expand Services and Programs
- Equity Lens
- Community Safety
- Green Infrastructure.

11

Annexation

We will develop an annexation strategy that prioritizes sustainable growth and ensures urban levels of service delivery to current and future residents. By focusing on key investments, considering baseline conditions and logical boundaries, we can establish places with a sense of pride, place, and identity, and integrate future annexed areas into the urban fabric of Vancouver.

- Sustainable Growth
- Maintain Levels of Service

Staff Report: 115-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT Construction Acceptance and Release of Retainage - 2023 Fourth Plain Curb Ramps

Key Points

- Western United Civil Group LLC of Yacolt, Washington was awarded the 2023 Fourth Plain Curb Ramps Project in April 2023.
- Construction began in April 2023 and was physically complete in March 2024.
- The project constructed 33 curb ramps on Fourth Plain Blvd which was scheduled for resurfacing in the fall of 2023. Per Federal Highway Administration (FHWA), streets receiving an alteration are required to be upgraded so that existing curb ramps meet current Americans with Disabilities Act (ADA) requirements. Alterations include resurfacing with hot mix asphalt.
- This project was funded by the Pavement Management Program in the Street Fund.
- The contractor met the project apprenticeship utilization goal of 3%.

Strategic Plan Alignment

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

Present Situation

The project included constructing ADA-compliant curb ramps, installing pedestrian push buttons and installing traffic cameras. Western United Civil Group LLC has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The original construction contract amount was \$854,350.50. Quantity adjustments during construction resulted in a final contract amount of \$812,391.23, an approximate 5% decrease in cost. The decrease in cost can be attributed to an underrun in the total flagging hours required for the project. The contractor was able to execute the work using 12% of the total flagging hours originally estimated for the project.

There was a 3% apprenticeship goal for this project which the contractor exceeded by utilizing 212 apprenticeship hours out of the total 3,486.4 project hours.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

The project was funded by the Pavement Management Program in the Street Fund.

Prior Council Review

Staff Report 045-23, award of bid for 2023 Fourth Plain Curb Ramps on April 3, 2023.

Action Requested

On June 17, 2024, accept the 2023 Fourth Plain Curb Ramps project as constructed by Western United Civil Group LLC, of Yacolt, Washington, and authorize release of retainage bond, subject to receipt of all documentation required by law.

Bailey Smithline, Civil Engineer, 360-487-7791

Staff Report: 116-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT Construction Acceptance and Release of Retainage - 2023 Resurfacing Project

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preventative maintenance contracts are the primary way that our streets get curb-to-curb rehabilitation work completed.
- Granite Construction Company of Vancouver, Washington was awarded the contract for the 2023 Resurfacing Project in early June, began work in late-June 2023, and was physically complete in March 2024.
- The project had a 5% apprenticeship goal, which the contract exceeded.

Strategic Plan Alignment

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

Present Situation

This project rehabilitated streets in the Oakbrook, Marrion, Fircrest, Vancouver Heights, Harney Heights, and Cascade Highlands Neighborhoods. It also included paving section of Evergreen Hwy, McLoughlin Blvd, E 18th St, Fort Vancouver Way, NE 58th St and NE 49th St. The work involved approximately 21.3 lane miles of asphalt concrete pavement and 31,000 tons of asphalt concrete mix.

Granite Construction Company of Vancouver, Washington has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original contract amount was \$6,266,266.00. The final construction cost was \$6,283,590.23, an increase of approximately 0.3% from the original bid amount. This increase can be attributed to minor variations in bid item quantities.

There was an apprenticeship requirement of 5% for this project. To fulfill the apprenticeship requirement the contractor needed a minimum of 476 hours. The contractor successfully met the apprenticeship goal by delivering a total of 1200 apprenticeship hours for the project, yielding an actual apprenticeship utilization rate of 13%.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

This project was funded by the Pavement Management Program in the Street Fund.

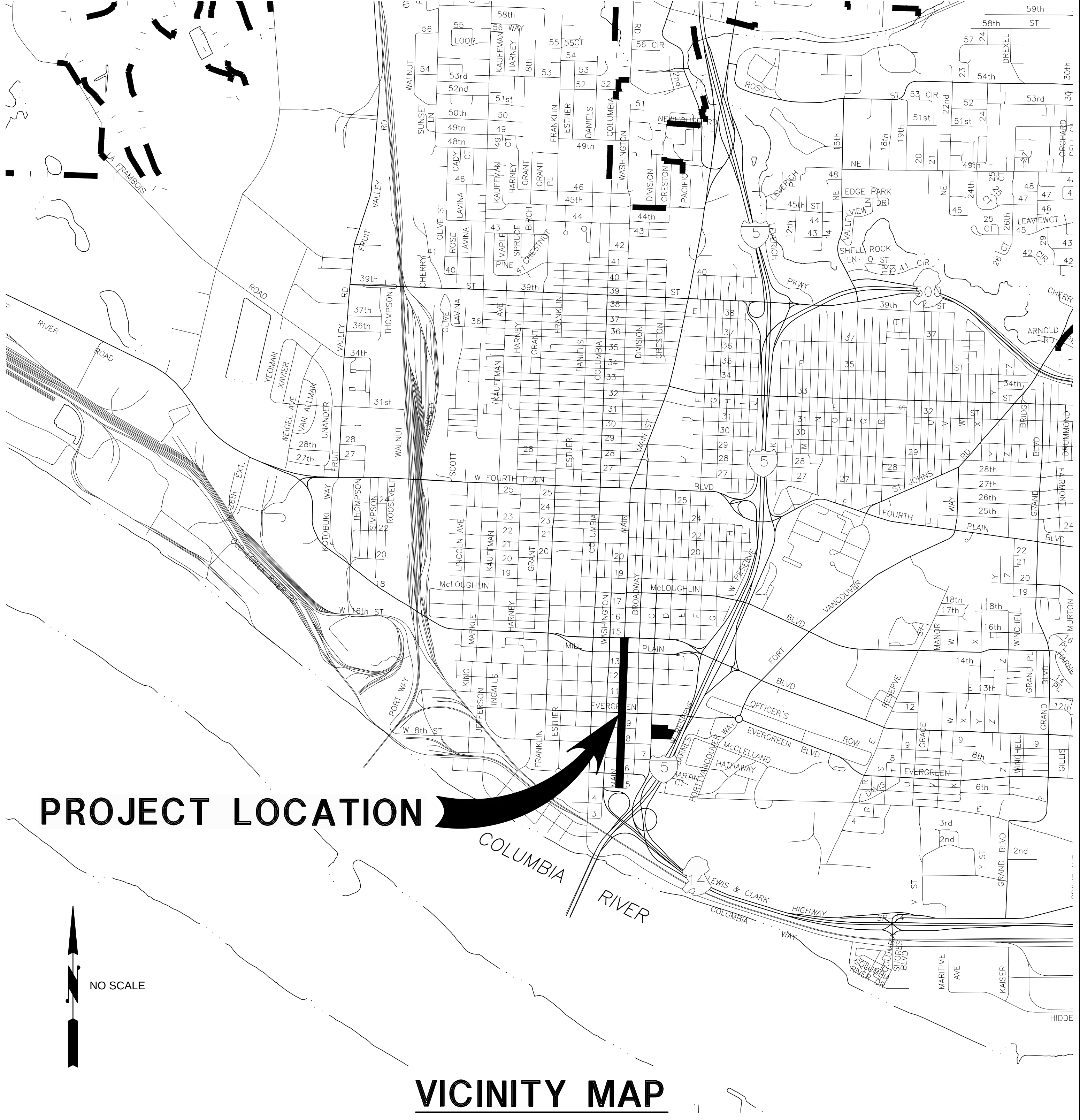
Prior Council Review

Staff Report 099-23, award of bid for 2023 Fourth Plain Curb Ramps on June 5, 2023.

Action Requested

On June 17, 2024, accept the 2023 Resurfacing project as constructed by Granite Construction Company, of Vancouver, Washington, and authorize release of retainage in the amount of \$314,179.51, subject to receipt of all documentation required by law.

Bailey Smithline, Civil Engineer, 360-487-7791



PROJECT LOCATION



VICINITY MAP

Staff Report: 117-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT Bid Award - Esther Short Bell Tower and Pumphouse Repairs Projects - ITB #24-31

Key Points

- The Esther Short Bell Tower requires structural repairs, as well as electrical and plumbing repairs, to keep it in safe condition and all functions of the tower operating as originally designed.
- The Esther Short Pumphouse is in need of interior modifications to the electrical panels and water treatment facilities as well a new roof system and other exterior maintenance.

Strategic Plan Alignment

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

Culture and Heritage – celebrating culture and heritage.

Present Situation

In response to the need for restoration and repairs for both the Esther Short Bell Tower and Pumphouse, the City hired FFA Architecture & Interiors to develop an assessment and design repairs and reconstruction. ITB #24-31 was created to solicit contractors to execute the construction of the necessary repairs.

On May 14, 2024, the City released an Invitation to Bid for the Esther Short Bell Tower and Pumphouse Repair Projects.

On June 11, 2024, the City received two bids for the subject projects. One bidder was deemed to be non-responsive.

Lee Contractors, LLC. provided the required experience criteria of structural steel replacement and repairs, shoring, masonry work and electrical work. Thus, Lee Contractors, LLC. was determined to be the lowest responsive, responsible bidder for this solicitation.

The bids are as follows:

Bidder	Amount
2KG Contractors, Inc., Portland, OR	Non-Responsive
Lee Contractors, LLC, Battle Ground, WA	\$1,833,194.71
Engineer's Estimate with Tax	\$1,803,452.00

The contractor intends to exceed the 4% apprenticeship goal by utilizing 360 apprenticeship hours of the total 3870 project hours.

Advantage(s)

Allows full return-to-service and performance, providing safe and excellent structures for the public long term.

Disadvantage(s)

A section of the Esther Short Plaza area will be unavailable for public use during construction and there may be disruptions to electrical service in Esther Short Park. These have been considered in planning and anticipated construction phasing to minimize impact and limit down time.

Budget Impact

The project is funded through the current 2023-2024 budget. Sufficient funds are budgeted to construct the project.

Prior Council Review

1. 2023-2024 City of Vancouver Biennial Operating and Capital Budget on November 21, 2022.
2. Approval of the award to FFA Architecture & Interiors, Inc. per RFQ #23-23 for construction drawings and specifications for repairs to the Esther Short Bell Tower and Pumphouse on June 5, 2023.
3. 2023 Second Supplemental Budget on December 4, 2023.

Action Requested

On June 17, 2024, award a construction contract for the Esther Short Bell Tower and Pumphouse Repair Projects to the lowest responsive and responsible bidder, Lee Contractors, LLC. of Battle Ground, WA at their bid price of \$1,833,194.71, which includes Washington State sales tax, and authorize the City Manager, or designee, to execute the contract.

Jean Singer, Capital Projects Division Manager, 360-487-7755; Michelle Murie, Construction Project Coordinator, 360-487-8647

ATTACHMENTS:

- ▢ Contract



**CONSTRUCTION CONTRACT # C-101680
BID 24-31 ESTHER SHORT BELL TOWER AND PUMPHOUSE REPAIR**

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

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-31 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on June 17, 2024 per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

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

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This contract provides for repair work to the Salmon Run Bell Tower and the pumphouse for the park fountains at Esther Short Park and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The scope of work for the Bell Tower includes removal and replacement of the existing brick and stone walls from the base to approximately 16 feet above the grade. Partial replacement of the damaged steel structure and new electrical work replacing the existing in kind and other work indicated in the Contract Documents.

The scope for the pumphouse repairs includes reroofing the existing building, anchoring the roof structure to the walls, replacement of the mechanical ventilation, reframing of the ceiling joists, and new electrical work replacing the existing in kind and other work indicated in the Contract Documents.

The contract Work shall be Substantially Complete by February 28, 2025.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- iv. An electrical contractor license, if required by Chapter 19.28 RCW;
- v. An elevator contractor license, if required by Chapter 70.87 RCW.
- 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. DELINQUENT STATE TAXES: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. COMPENSATION AND SCHEDULE OF PAYMENTS: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$1,833,194.70 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

7. CONTRACTOR'S INSURANCE: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

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

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
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

COVERAGE	LIMITS OF LIABILITY
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit Each Claim Annual Aggregate	Statutory \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance a. 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. b. 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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates

referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

- 8. **CONTRACTOR’S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys’ fees and expenses.
- 10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
- 11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any

one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

- 12. PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

- 13. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the 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 a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 14. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent

infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

15. OWNERSHIP OF RECORDS AND DOCUMENTS: Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

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

17. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or

contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 22. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 23. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

- 24. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 25. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by 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.
- 26. WAIVER AND REMEDIES:** City’s failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City’s waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 27. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 28. USE OF CITY’S NAME:** Contractor may not use any of City’s name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 29. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

31. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

32. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including all Addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,
6. General Conditions for Facility Construction,

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

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

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

For the Contractor:
Randy Lee
Lee Contractors
20717 NE 72nd Avenue
Battle Ground WA 98604
randy@leecontractorswa.com

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Lee Contractors LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 119-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT Contract Amendment - Contract #100771 for Raymond Shaffer Community Park

Key Points

- Raymond Shaffer Community Park is a 10-acre park in a recently annexed portion of north-central Vancouver, in the newly formed Walnut Grove neighborhood. It is currently undeveloped with a popular chip loop trail and benches. Vancouver Parks and Recreation Services issued a Request of Qualifications for master planning permitting, construction drawings, estimating and support to construction in May 2021. 11 firms were evaluated, and Site Workshop was awarded the contract.
- This contract provided the Parks, Recreation and Cultural Services Department (PRCS) professional services from Site Workshop Landscape Architecture to develop a full site master plan through a series of community engagement events and collaboration with PRCS.
- The full site master plan and Phase 1 development plan was approved by the community in a community engagement meeting on February 2, 2024, and by the Parks and Recreation Advisory Committee on February 21, 2024.
- The contract amendment would provide PRCS with professional services from Site Workshop Landscape Architecture to move forward and develop the approved Raymond Shaffer Community Park Phase 1 Plan. This work would include development of permitting documents, plans, specifications and estimate, bidding support, construction administration and project closeout support.
- Phase 1 development would provide sidewalk and bike lane along NE 58th Avenue, a wide concrete loop path with security lighting in the park, a dog off-leash area and accessible connections into the park from the surrounding neighborhoods.

Strategic Plan Alignment

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

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

Present Situation

Amenities currently offered at Shaffer Park include a chip loop trail with benches around grassy open areas and groves of large evergreen trees. To upgrade Shaffer Park to the community park standard, a master plan was developed that provides additional amenities and improvements. Through a 2-year community engagement campaign the master plan has been refined to include: a large, paved loop path with pedestrian lighting, fully inclusive play area, splash play area, sport courts, dog off-leash area, two Portland Loo restrooms, two picnic shelter areas, pavilion, soft-surface loop trail, bike pump track, nature play area, native planting areas, meadow with mounds and street frontage improvements.

Throughout the master plan process, the community has prioritized maintaining the natural setting of Shaffer Park to whatever extent is possible. It is considered a green oasis in a rapidly developing part of the City, and there is a strong desire to maintain that feeling. Safety, comfort and accessibility were also identified as high priorities by community members. There was community concern around the size and location of the parking lot required to serve a developed community park. PRCS worked closely with the City's Transportation and Community Developments to provide the most direct and accessible street frontage along NE 58th Street. The street frontage would include: widening the road along the park to accommodate parallel parking including accessible spaces, a bike path pulled into the park elevated from the road, sidewalk and street lighting. These street improvements were presented to neighbors at the final open house to ensure the plan met the park needs while responding to community concerns. There was broad appreciation for the planned street improvements, especially the sidewalk and bike lane components.

A comprehensive, 2-year community engagement campaign informed the master plan design and Phase 1 development. People participated in community engagement activities both online and in-person. Materials were provided in English, Spanish, Russian and Ukrainian. The community broadly supports the master plan and Phase 1 development plan and is excited for Phase 1 construction to begin. The Parks and Recreation Advisory Committee reviewed and approved the master plan and Phase 1 development plan during the February 21, 2024, commission meeting.

Complete implementation of the master plan will happen in phases, as funding becomes available. PRCS worked with the community to outline the first phase of development, which will include a variety of amenities that will maintain and enhance the site's natural features while inviting more people to use the park. Phase 1 development is anticipated to include: street frontage improvements along NE 58th Street, large, paved loop path with pedestrian lighting, dog off-leash area and a nature play area. Construction is anticipated to begin on Phase 1 development in early 2025.

Advantage(s)

1. Expands recreation opportunities at the park.
2. Enhances the natural beauty of the site and expands on the existing natural resource assets.
3. Enhances accessibility and safety to and within the park.
4. Fills an existing park service area gap with a high level of service.

Disadvantage(s)

Requires increased maintenance support.

Budget Impact

Fee for services is \$279,622. The approved 2023-2024 Biennium Budget includes \$2.17 M for the development of Raymond E. Shaffer Community Park. The budget anticipates the design

services requested in this contract amendment. Phase 1 costs will not exceed the \$2.17M allocated for Shaffer Park. Completion of the phase 1 development will also better position us to pursue grant opportunities for future phases.

Prior Council Review

None

Action Requested

Authorize the City Manager to execute Amendment 1 of the contract with Site Workshop Landscape Architecture by \$279,622.00 for a new contract amount of \$452,202.00 for permit documents, plans, specifications, estimating, bidding support, construction administration and closeout support for Shaffer Community Park. Also, authorize the City Manager to amend this contract as needed, including the contract amount for up to an additional 10% of the new contract value per Amendment #1.

Roman Gutierrez, Park Developer, 360-487-8320

ATTACHMENTS:

Staff Report: 120-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT Professional Service Agreement - RFQ 16-24 Construction Inspection Services for Two Transportation Projects

Key Points

- The City's planned amount of Public Works capital construction in 2024 and 2025 is considerably more than in preceding years. To assist during this peak workload, the City plans to augment City inspection staff with consultant construction inspectors on two large transportation projects.
- A Request for Qualifications (RFQ #16-24) was issued by the City for transportation construction inspection services with responses received from three firms. Responses were evaluated for responsiveness, team qualifications, team experience, and project approach.
- MacKay Sposito of Vancouver, Washington was chosen to provide professional services consisting of construction inspection for the SE 1st Street, Phase 2 project.
- PBS Engineering and Environmental, Inc. of Vancouver, Washington was chosen to provide professional services consisting of construction inspection for the NE 137th Avenue project.

Strategic Plan Alignment

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

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Present Situation

The City is planning multiple Public Works construction projects for 2024 and 2025. The number and scope of these projects is considerably more than what our department has faced in preceding years. As such, Public Works is proposing to augment our construction inspection staff with additional inspectors to be provided by private engineering consultant firms. These inspectors will be assigned to two large transportation projects slated for construction in 2024-25, namely: SE 1st Street From 177th Avenue to 192nd Avenue and NE 137th Avenue from 49th Street to Fourth Plain Boulevard.

On February 23, 2024, a Request for Qualifications (RFQ #16-24) was issued by the City for

transportation construction inspection. Along with standard advertising, firms from the MRSC list, which include veteran-, minority-, and women-owned firms, were notified of the solicitation. The City received responses from three firms. Responses were evaluated for responsiveness, team qualifications, team experience, and project approach.

Based on the submittal and evaluation process, MacKay Sposito of Vancouver, Washington was chosen to provide construction inspection services for the SE 1st Street, Phase 2 project. The amount of the contract will not exceed \$311,177.10 and will be billed on a time and material basis in accordance with the attached scope and fee schedule.

Similarly, PBS Engineering and Environmental, Inc. of Vancouver, Washington was chosen to provide construction inspection services for the NE 137th Avenue project. The amount of the contract will not exceed \$558,960.00 and will be billed on a time and material basis in accordance with the attached scope and fee schedule.

Advantage(s)

1. Provides temporary staff to augment City staff during peak workload to facilitate delivery of planned transportation projects.
2. Allows for the hiring of consultants with specialized skills to fit project needs.

Disadvantage(s)

The use of consultants can be more costly than using City staff; however, the short-term nature of the assignment provides a needed supplement to City staff during peak workloads at a reasonable cost.

Budget Impact

None. The two construction projects are within the City's Six-Year Transportation Improvement Program and the 2023-2024 biannual budget. Expenditures for the professional services described herein will be funded from the applicable project's budget. The projects are funded through grants, developer contributions and other local revenues.

Prior Council Review

Approval of the 2024-2029 Transportation Improvement Program, Resolution No. M-4235. (June 26, 2023).

Action Requested

Authorize the City Manager or designee to execute Professional Service Agreements in an amount of \$311,177.10 with MacKay Sposito, and in an amount of \$558,960.00 with PBS Engineering and Environmental, Inc.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

ATTACHMENTS:

- ▣ Draft Contract - M&S
- ▣ Draft Contract - PBS

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-101662

Firm/Organization Legal Name (do not use dba's): Mackay & Sposito, Inc.		
Address 18405 SE Mill Plain Blvd, Suite 100	Federal Aid Number	
UBI Number 600-130-437	Federal TIN 91-0915984	
Execution Date	Completion Date 12/31/2025	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title Construction Inspection for SE 1st Street Phase 2		
Description of Work Contractor to provide construction inspection services for the SE 1st Street Phase 2 project.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable: 311,177.10

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Vancouver, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Anna Vogel		Name: Jon Fulton	
Agency: City of Vancouver		Agency: MacKay & Sposito, Inc.	
Address: PO Box 1995		Address: 18405 SE Mill Plain Blvd, Suite 100	
City: Vancouver	State: WA	City: Vancouver	State: WA
Zip: 98668		Zip: 98683	
Email: anna.vogel@cityofvancouver.us		Email: jfulton@mackaysposito.com	
Phone: 360-487-8429		Phone: 360-695-3411	
Facsimile:		Facsimile:	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

C-101662

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 98668
Email: anna.vogel@cityofvancouver.us
Phone: 360-487-8429
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
MacKay & Sposito, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A Scope of Work

Project No.

Contractor to provide construction inspection services for the SE 1st Street Phase 2 project per Request for Qualifications #16-24 (RFQ) and the response to said RFQ on file in the City of Vancouver Procurement Services and by reference made a part of this agreement. See Attachment A scope of work.

Table of Contents

SCOPE OF WORK

MACKAY SPOSITO TASKS

TASK 1: CONSTRUCTION

TASK 2: CONSTRUCTION ENGINEERING SUPPORT

TASK 3: SUBCONSULTANTS

APPENDIX

SCHEDULE A: COLUMBIA WEST ENGINEERING

Scope of Work

(Exhibit "A")
City of Vancouver
SE 1st Street Phase 2
Construction Inspection

1.0 CONSTRUCTION

1.1 CONSTRUCTION INSPECTION

- 1.1.1 Attend daily plan of the day meeting with construction contractor
- 1.1.2 Attend and participate in daily tailboard/safety meetings
- 1.1.3 Monitor contractor's schedule
- 1.1.4 Perform daily inspections of the work for compliance with the construction documents
- 1.1.5 Coordinate with City of Vancouver's operations staff as needed to minimize disruption to their daily operations and to avoid surprises at project hand-off
- 1.1.6 Complete daily inspection reports and photographs documenting:
 - 1.1.6.1 Personnel – who, what, where, when
 - 1.1.6.2 Equipment – with a particular focus on malfunctions or breakdowns that may impact the schedule
 - 1.1.6.3 Materials – in accordance with the approved submittal(s)
 - 1.1.6.4 Safety – in accordance with the approved SSSP, adjusted as necessary based on changes to the work. Communicate safety concerns to the construction contractor and City of Vancouver and stop work if necessary.
 - 1.1.6.5 Environmental compliance
 - 1.1.6.6 Non-conforming work
- 1.1.7 Review as-builts to ensure they are up to date and accurate
- 1.1.8 Upload daily inspection reports and photographs to SharePoint within 24 hours
- 1.1.9 Look ahead to upcoming construction activities, review the specifications and drawings for those activities, and identify potential issues/concerns ahead of the work.
- 1.1.10 Document and compile lessons learned

1.2 CONSTRUCTION PROGRESS MEETINGS

- 1.2.1 Attend construction meetings with bi-weekly onsite attendance

1.3 POST-CONSTRUCTION

- 1.3.1 Punch list/Closeout
 - 1.3.1.1 Prepare and distribute a project punch list identifying deficiencies and remaining work items to be completed. Answer construction contractor questions and provide clarification regarding remaining work items.
 - 1.3.1.2 Assist with project close out including obtaining warranties and guarantees and close out of project permits
 - 1.3.1.3 Attend a final project walk through
- 1.3.2 Lessons Learned
 - 1.3.2.1 Attend meeting to discuss lessons learned and how they may be incorporated into future projects

2.0 CONSTRUCTION ENGINEERING SUPPORT

2.1 MEETINGS

- 2.1.1 Attend pre-construction meeting by Project Manager and Project Engineer
- 2.1.2 Attend coordination meetings with the contractor during construction upon the City of Vancouver's request by Project Manager and Project Engineer

2.2 SITE VISIT

- 2.2.1 Conduct up to 10 site visits during construction by Project Manager and Project Engineer
- 2.2.2 Attend final construction walk-through

2.3 SUBMITTAL AND SHOP DRAWING REVIEW

- 2.3.1 Review technical submittals and shop drawings, up to 20

2.4 REQUESTS FOR INFORMATION AND DESIGN CHANGES

- 2.4.1 Review and respond to up to 20 RFIs

3.0 SUBCONSULTANTS

3.1 MATERIAL TESTING

- 3.1.1 3.1.1 Provide material testing on an as-needed basis and as directed by the City of Vancouver

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Per the following fee estimate and hourly rates hereto made a part of this agreement.

May 17, 2024

City of Vancouver
1st Floor Lobby
415 W 6th Street
Vancouver, WA 98660

Re: Fee proposal for the SE 1st Street Phase 2 Construction Inspection

Dear Charles,

Thank you for selecting MacKay Sposito to provide construction inspection services for the SE 1st Street Phase 2 project. Outlined below are our fees for review and approval.

Please contact me with any questions.

Sincerely,



Jon Fulton, PE
Inspection Contract Manager
MacKay Sposito

FEE ESTIMATE - CONSTRUCTION INSPECTION

Agency: City of Vancouver
Agency Agreement #: TBD
Project: SE 1st Street Phase 2
Date: 5/17/2024

Task Description	Labor Classifications	Estimated Labor Hours	Hourly Billing Rate (Straight Time)	Total Estimated Price
TASK 1				
Construction Management & Inspection	Inspection Contract Manager - Office Rate	50	\$199.71	\$9,985.50
	Construction Inspector REG - Field Rate	1600	\$130.15	\$208,240.00
	Construction Inspector OT - Field Rate	160	\$154.83	\$24,772.80
Reimbursables	Mileage (per mile)	4000	\$0.67	\$2,680.00
TASK 2				
Construction Engineering Support	Principal	30	\$254.71	\$7,641.30
	Project Manager - Design	50	\$198.31	\$9,915.50
	Project Engineer	200	\$164.71	\$32,942.00
TASK 3				
Subconsultants	Columbia West Engineering (CWE)			\$15,000.00
	GRAND TOTAL			\$311,177.10

Fee Estimate Assumptions & Notes:

- 1 Inspection Contract Manager - Office is for invoicing, staff oversight, and client coordination at an estimated 5 hrs/month for 10 months.
- 2 Construction Inspector assumes 200 working day duration at an estimated 44 hrs/week.
- 3 Construction Engineering Support will be utilized at the direction of the City.
- 4 Columbia West Engineering Total Estimated Price is an estimate and will be utilized on a time-and-materials basis at the direction of the City.
- 5 Mileage is estimated at 20 miles/day for 200 days. Mileage to be billed at current IRS rate.

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: _____
 MacKay Sposito, Inc
 18405 SE Mill Plain Blvd, Suite 100
 Vancouver, WA 98683

Job Classifications (Empty Types)	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		167.63%	30.00%	
Clerical	25.50	\$42.75	\$7.65	\$75.90
Engineer I	37.38	\$62.66	\$11.21	\$111.25
Engineer II	40.64	\$68.12	\$12.19	\$120.96
Engineer III	45.26	\$75.87	\$13.58	\$134.71
Engineer IV	46.20	\$77.45	\$13.86	\$137.51
Principal	85.58	\$143.46	\$25.67	\$254.71
Project Accountant	40.20	\$67.39	\$12.06	\$119.65
Project Coordinator	34.00	\$56.99	\$10.20	\$101.19
Project Engineer	55.34	\$92.77	\$16.60	\$164.71
Project Manager - Design	66.63	\$111.69	\$19.99	\$198.31
Inspection Contract Manager	67.10	\$112.48	\$20.13	\$199.71
Senior Principal	127.40	\$213.56	\$38.22	\$379.18

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: _____
 MacKay Sposito, Inc
 18405 SE Mill Plain Blvd, Suite 100
 Vancouver, WA 98683

Job Classifications (Empty Types)	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		133.73%	30.00%	
Construction Inspector	\$49.35	\$66.00	\$14.81	\$130.15
Senior Construction Inspector	\$52.50	\$70.21	\$15.75	\$138.46
Construction Manager	\$57.75	\$77.23	\$17.33	\$152.30
Senior Construction Manager	\$63.00	\$84.25	\$18.90	\$166.15



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 5, 2023

MacKay Sposito, Inc.
18405 SE Mill Plain Blvd, Suite 100
Vancouver, WA 98683

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jyoti Sohi:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR as follows:

- Home Rate: 167.63% of direct labor
- Field Rate: 133.73% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Sep 5, 2023 12:08 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Columbia West Engineering, Inc. will be a sub-contractor. Hourly rates as followed.

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: _____
Columbia West Engineering, Inc.
11917 NE 95th Street
Vancouver, WA 98682

[illegible]



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

October 11, 2023

Columbia West Engineering, Inc.
11917 NE 95th Street
Vancouver, WA 98682

Subject: Acceptance FYE 2022 ICR - Risk Assessment Review - Local Agency

Dear Jeff Maruca:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 111.25%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

[Schatzie Harvey \(Oct 11, 2023 10:28 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
MacKay & Sposito, Inc

whose address is

18405 SE Mill Plain Blvd, Suite 100, Vancouver, WA 98683

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Vancouver
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Mackay & Sposito, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official

☐ Other

of the City of Vancouver, and MacKay & Sposito, Inc

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Mackay & Sposito, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

MackKay & Sposito, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of construction inspection on SE 1st Street Phase 2 project * are accurate, complete, and current as of 5/17/24 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: MacKay & Sposito, Inc.

Signature

Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-101663

Firm/Organization Legal Name (do not use dba's): PBS Engineering and Environmental Inc.	
Address 1325 SE Tech Center Drive, Suite 140, Vancouver, WA 98683	Federal Aid Number
UBI Number 601-152-088	Federal TIN 93-0870218
Execution Date	Completion Date 12/31/2026
1099 Form Required ☒ Yes ☐ No	Federal Participation ☒ Yes ☐ No
Project Title Construction Inspection for the NW 137th Ave Corridor Completion Project	
Description of Work Contractor to provide construction inspection services for the the NW 137th Ave Corridor Completion Project.	
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation
Maximum Amount Payable: 558,960.00	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Vancouver, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Anna Vogel		Name: Nicole Bigoni	
Agency: City of Vancouver		Agency: PBS Engineering and Environmental Inc.	
Address: PO Box 1995		Address: 1325 SE Tech Center Drive, Suite 140	
City: Vancouver	State: WA	City: Vancouver	State: WA
Zip: 98668		Zip: 98683	
Email: anna.vogel@cityofvancouver.us		Email: nicole.bigoni@pbsusa.com	
Phone: 360-487-8429		Phone: 866-727-0140	
Facsimile:		Facsimile:	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

C-101663

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 98668
Email: anna.vogel@cityofvancouver.us
Phone: 360-487-8429
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Exhibit A Scope of Work

Project No.

Contractor to provide construction inspection services for the NW 137th Avenue Corridor Completion project per Request for Qualifications #16-24 (RFQ) and the response to said RFQ on file in the City of Vancouver Procurement Services and by reference made a part of this agreement. See Attachment A budget of proposed hours.

Working Day Count		390
Assumptions:		
8HR/Day		3120
0% OT		312
Total HRS with OT		3432
Special Inspection Services		20,000
Working Day Count		390
8 days/week		78
weeks/ month		19.5
CM at CM 0.5 HR/Month		9.75
Inspector 1 meeting/week for 1 hour		19.5
Internal Meetings CM/city = 1 hr. / month		9.75
Project Mileage (4446) at \$0.67/mi		\$ 2,978.82
Assume Mileage PBS office to NE 49th St. Round trip (4.8 miles one way) at 390 days		3744
Assume Site Mileage (49th to 4th plain) (.9 miles one direction)*2 at 390 days		702
		4446

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Per the following hourly rates hereto made a part of this agreement.

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: LA 9919 PBS Engineering and Environmental 1325 SE Tech Center Dr., Suite 140 Vancouver WA, 98683					
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE 177.39%	Fixed Fee NTE 30.00%	Max All Inclusive Hourly Billing Rate	Actual All Inclusive Hourly Billing Rate NTE
Principal Scientist/Planner	\$ 73.74	\$130.81	\$22.12	\$226.67	\$225.00
Principal Geologist/Manager	\$ 66.88	\$118.64	\$20.06	\$205.58	\$205.00
Sr. Hydrogeologist II	\$ 70.00	\$124.17	\$21.00	\$215.17	\$180.00
Senior Scientist/Planner I	\$ 54.60	\$96.85	\$16.38	\$167.83	\$165.00
Sr. Environmental/Regulatory Specialist	\$ 52.88	\$93.80	\$15.86	\$162.55	\$160.00
Sr. Env Compliance Monitor	\$ 44.77	\$79.42	\$13.43	\$137.62	\$135.00
Project Geologist/Scientist/Planner I	\$ 38.00	\$67.41	\$11.40	\$116.81	\$116.00
Project Env. Regulatory Specialist	\$ 42.90	\$76.10	\$12.87	\$131.87	\$130.00
Project Env. Compliance Monitor	\$ 42.90	\$76.10	\$12.87	\$131.87	\$130.00
Staff Geologist/Scientist/Planner II	\$ 38.00	\$67.41	\$11.40	\$116.81	\$115.00
Field Scientist / Planner	\$ 26.00	\$46.12	\$7.80	\$79.92	\$79.00
Principal Engineer	\$ 100.96	\$179.09	\$30.29	\$310.34	\$270.00
Engineer VIII	\$ 88.37	\$156.76	\$26.51	\$271.64	\$235.00
Engineer VII	\$ 74.52	\$132.19	\$22.36	\$229.07	\$220.00
Engineer VI	\$ 67.30	\$119.38	\$20.19	\$206.87	\$205.00
Engineer V	\$ 60.10	\$106.61	\$18.03	\$184.74	\$184.00
Engineer IV	\$ 51.92	\$92.10	\$15.58	\$159.60	\$159.00
Engineering Staff III	\$ 45.67	\$81.01	\$13.70	\$140.39	\$140.00
Engineering Staff II	\$ 40.87	\$72.50	\$12.26	\$125.63	\$125.00
Engineering Staff I	\$ 36.06	\$63.97	\$10.82	\$110.84	\$110.00
Engineering Technician	\$ 21.00	\$37.25	\$6.30	\$64.55	\$64.00
Design Technician IV	\$ 45.00	\$79.83	\$13.50	\$138.33	\$138.00
Design Technician III	\$ 42.50	\$75.39	\$12.75	\$130.64	\$130.00
Engineering Geologist	\$ 51.44	\$91.25	\$15.43	\$158.12	\$158.00
Landscape/Planning VII	\$ 58.89	\$104.46	\$17.67	\$181.02	\$180.00
Landscape/Planning V	\$ 45.67	\$81.01	\$13.70	\$140.39	\$140.00
Landscape/Planning II	\$ 29.00	\$51.44	\$8.70	\$89.14	\$89.00
Landscape/Planning I	\$ 27.00	\$47.90	\$8.10	\$83.00	\$83.00
Construction IV	\$ 50.00	\$88.70	\$15.00	\$153.70	\$153.00
Construction III	\$ 37.50	\$66.52	\$11.25	\$115.27	\$115.00
Construction II	\$ 36.00	\$63.86	\$10.80	\$110.66	\$110.00
Survey VII	\$ 67.31	\$119.40	\$20.19	\$206.90	\$200.00
Survey VI	\$ 57.69	\$102.34	\$17.31	\$177.33	\$175.00
Survey V	\$ 52.00	\$92.24	\$15.60	\$159.84	\$155.00
Survey IV	\$ 44.50	\$78.94	\$13.35	\$136.79	\$136.00
Survey III	\$ 40.00	\$70.96	\$12.00	\$122.96	\$122.00



Washington State Department of Transportation

Survey II	\$ 33.50	\$59.43	\$10.05	\$102.98	\$102.00
Survey I	\$ 30.00	\$53.22	\$9.00	\$92.22	\$92.00
Survey 3-Person Crew	\$ 80.00	\$141.91	\$24.00	\$245.91	\$270.00*
Survey 2-Person Crew	\$ 60.00	\$106.43	\$18.00	\$184.43	\$220.00*
Survey 1-Person Crew	\$ 40.00	\$70.96	\$12.00	\$122.96	\$162.00*
Unmanned Aircraft System Operator II	\$ 39.41	\$69.91	\$11.82	\$121.14	\$165.00*
Public Involvement Manager	\$ 66.25	\$117.52	\$19.88	\$203.65	\$170.00
Public Involvement IV	\$ 50.86	\$90.22	\$15.26	\$156.34	\$150.00
Public Involvement II	\$ 31.25	\$55.43	\$9.38	\$96.06	\$95.00
IT / Data Management	\$ 55.29	\$98.08	\$16.59	\$169.96	\$125.00
Sr. CAD Operator	\$ 47.33	\$83.96	\$14.20	\$145.49	\$140.00
Project Administrator II	\$ 33.00	\$58.54	\$9.90	\$101.44	\$101.00
Project Administrator III	\$ 35.00	\$62.09	\$10.50	\$107.59	\$107.00
CAD/Microstation Tech I	\$ 27.50	\$48.78	\$8.25	\$84.53	\$84.00
Graphic Artist	\$ 41.62	\$73.83	\$12.49	\$127.94	\$127.00
Writer/Editor	\$ 44.42	\$78.80	\$13.33	\$136.54	\$125.00
Administration	\$ 30.00	\$53.22	\$9.00	\$92.22	\$92.00

***Includes Equipment**



September 6, 2023

PBS Engineering and Environmental, Inc.
214 E. Galer Street, Suite 300
Seattle, WA 98102

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Nicole Edmondson:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 177.39% of direct labor (rate includes 0.45% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness, Inc. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey
Schatzie Harvey (Sep 7, 2023 15:50 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
PBS Engineering and Environmental Inc.

whose address is

1325 SE Tech Center Drive, Suite 140, Vancouver, WA 98683

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Vancouver
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official

☐ Other

of the City of Vancouver, and PBS Engineering and Environmental Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of construction inspection on the NW 137th Ave project * are accurate, complete, and current as of 5/15/24 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: PBS Engineering and Environmental Inc.

Signature

Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Staff Report: 121-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT Professional Service Agreement - RFQ 4-24 Construction Management and Inspection Services for the Main Street Promise Project

Key Points

- The City's planned amount of Public Works capital construction in 2024 and 2025 is considerably more than in preceding years. To assist during this peak workload, the City plans to augment City staff with consultant construction engineers and inspectors on the Main Street Promise Project.
- A Request for Qualifications (RFQ #4-24) was issued by the City for construction engineering and inspection services with responses received from five firms. Responses were evaluated for responsiveness, team qualifications, team experience, and project approach.
- MacKay Sposito of Vancouver, Washington was chosen to provide professional services consisting of construction engineering and inspection.

Strategic Plan Alignment

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

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Present Situation

The City is planning multiple Public Works construction projects for 2024 and 2025. The number and scope of these projects is considerably more than what our department has faced in preceding years. As such, Public Works is proposing to augment our construction staff with additional engineers and inspectors to be provided by private engineering consultant firms.

On March 13, 2024, a Request for Qualifications (RFQ #4-24) was issued by the City for construction engineering and inspection. Along with standard advertising, firms from the MRSC list, which include veteran-, minority-, and women-owned firms, were notified of the solicitation. The

City received responses from five firms. Responses were evaluated for responsiveness, team qualifications, team experience, and project approach.

Based on the submittal and evaluation process, MacKay Sposito of Vancouver, Washington was chosen to provide construction engineering and inspection services for the Main Street Promise Project. The amount of the contract will not exceed \$2,569,528.00 and will be billed on a time and material basis in accordance with the attached scope and fee schedule.

Advantage(s)

1. Provides temporary staff to augment City staff during peak workload to facilitate delivery of planned projects.
2. Allows for the hiring of consultants with specialized skills to fit project needs.

Disadvantage(s)

The use of consultants can be more costly than using City staff; however, the short-term nature of the assignment provides a needed supplement to City staff during peak workloads at a reasonable cost.

Budget Impact

None. The Main Street Promise Project is included in the City's Six-Year Transportation Improvement Program and the 2023-2024 biannual budget. Expenditures for the professional services described herein will be funded from the project's budget. The Main Street Promise Project is funded through a grant and local revenues.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute a Professional Service Agreement in the amount of \$2,569,528.00 with MacKay Sposito of Vancouver, WA.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

ATTACHMENTS:

- ▢ Draft Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101669**

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 MacKay & Sposito, Inc. (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 Qualifications, numbered 4-24 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor to 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 in the scope of work identified in Attachment "A", 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.

Contractor to perform construction project management, inspection, administration and other related services for the Main Street Promise Construction Project.

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 \$2,569,528.00 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 herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and the work 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 the Contractor underestimated the number of hours required to perform the work, the 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 work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

During the life of this Contract, 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 for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

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 below in Attachment “B”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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 June 24, 2024 and continue until September 30, 2026. 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 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 its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 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 will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 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.

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. Professional Liability	
Policy shall include coverage 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	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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:
Jason Irving
MacKay & Sposito, Inc.
18405 SE Mill Plain Blvd, Suite 100
Vancouver, WA 98683
Email: jirving@mackaysposito.com

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.

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

- 26. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 27. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 28. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.
- 29. 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.

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

CONTRACTOR:

MacKay & Sposito, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Scope of Work

(Attachment "A")

City of Vancouver

Main Street Promise

Construction Management and Inspection

1.0 PRE-CONSTRUCTION

1.1 PROJECT UNDERSTANDING

- 1.1.1 Review construction documents including the general conditions, drawings, specifications, reports (geotechnical, etc.) and permits
- 1.1.2 Perform a site visit
- 1.1.3 Coordinate with City of Vancouver staff to discuss questions and City of Vancouver staff project specific concerns

1.2 PROJECT SETUP

- 1.2.1 Coordinate with the Document Specialist to get a SharePoint site and project documentation structure set up
- 1.2.2 Prepare project key personnel contact list and communication diagram and distribute to the project team
- 1.2.3 Coordinate submittal list with Document Specialist
- 1.2.4 Review preconstruction submittals (site specific safety plan (SSSP), erosion control plan, etc.)

1.3 PRE-CONSTRUCTION MEETING

- 1.3.1 Prepare and distribute draft agenda to City of Vancouver for review/comment
- 1.3.2 Schedule pre-construction meeting and distribute agenda to attendees
- 1.3.3 Attend and lead the meeting
- 1.3.4 Prepare and distribute meeting minutes

2.0 CONSTRUCTION

2.1 CONSTRUCTION MANAGEMENT

- 2.1.1 Submittals
 - 2.1.1.1 Review for format and completeness prior to routing to the responsible reviewer. If format is incorrect or submittal incomplete route back to submitter for correction
 - 2.1.1.2 Work with Document Specialist to track review status and schedule and pursue submittal responses to mitigate schedule impacts
 - 2.1.1.3 Look ahead to upcoming construction activities and proactively communicate with the project team to obtain missing submittals required prior to performing the work. This includes tracking and actively pursuing long lead items/material submittals

- 2.1.1.4 Review submittal responses for clarity and completeness prior to routing them back to the original submitter
- 2.1.1.5 Review submittals that aren't associated with design subject matter experts (SME's) or owner SME's (QC plan, traffic control plans, SWPPP, fugitive dust control plan, etc.)
- 2.1.2 Requests for Information (RFIs)
 - 2.1.2.1 Review for clarity and pursue any needed clarifications prior to routing to the responsible reviewer
 - 2.1.2.2 For highly time sensitive or technical RFIs immediately work with City of Vancouver to determine the appropriate review/response team and schedule review/coordination meeting(s) if appropriate
 - 2.1.2.3 Review and provide recommendations as appropriate
 - 2.1.2.4 Track review status and schedule and pursue RFI responses to mitigate schedule impacts
 - 2.1.2.5 Review RFI responses prior to routing back to the original submitter. This includes reviewing for response clarity and strategic approach as it relates to avoiding or minimizing change orders
- 2.1.3 Change Orders
 - 2.1.3.1 Review for format and completeness. Change orders that are not formatted in accordance with the contract will be returned to the submitter for revision
 - 2.1.3.2 Review for validity, schedule impacts and cost. Perform independent cost estimate. Provide recommendation of approval or denial and proposed adjustments to City of Vancouver
 - 2.1.3.3 Assist City of Vancouver with negotiations provide supporting documentation (daily inspection reports, photographs, contract provisions, etc.)
- 2.1.4 Quality Control
 - 2.1.4.1 Review construction inspector reports and photographs weekly for accuracy and completeness
- 2.1.5 Pay Request Review
 - 2.1.5.1 Review Contractor Pay Request submittals
 - 2.1.5.2 Resolve discrepancies; reconcile Pay Requests to actual work percentage complete in accordance with construction contract Payment Schedule
 - 2.1.5.3 Submit Pay Request to City of Vancouver for approval
 - 2.1.5.4 Confirm all work is complete and all required contractor documentation has been submitted and reviewed prior to recommending final payment
 - 2.1.5.5 Reject monthly pay requests if the contractor's package doesn't comply with the contract requirements (missing documents, lien release waivers, or schedule updates)
- 2.1.6 Schedule Compliance
 - 2.1.6.1 Review initial schedule for compliance with all constraints (milestone dates, outages, etc.) If deficient, request new baseline schedule
 - 2.1.6.2 Review contractor's bi-weekly progress schedule update
 - 2.1.6.3 Review overall project schedule for milestone impacts
 - 2.1.6.4 Document any schedule deviations and resolve impacts with contractor and City of Vancouver
 - 2.1.6.5 Perform delay analysis, if required
- 2.1.7 Misc. Contract Administration
 - 2.1.7.1 Draft letters as needed to resolve contractor compliance issues
 - 2.1.7.2 Attend meetings with City of Vancouver's staff as necessary to resolve contractor compliance issues
 - 2.1.7.3 Assist City of Vancouver with permit agency coordination during construction, if required

- 2.1.7.4 Serve as focal point for coordination among the Contractor, Project Manager, owners engineer and Environmental Compliance Representative. Maintain close liaison and coordination with project operations staff
- 2.1.7.5 Assist City of Vancouver during any dispute resolution or settlement agreement negotiations, if required
- 2.1.7.6 Verification of contractor bonds and insurance
- 2.1.7.7 Affidavit of prevailing wages / wage interviews, if required
- 2.1.7.8 Take lead on resolving all issues that arise (issue notices and track resolution)

2.2 CONSTRUCTION INSPECTION

- 2.2.1 Attend daily plan of the day meeting with construction contractor
- 2.2.2 Attend and participate in daily tailboard/safety meetings
- 2.2.3 Monitor contractor's schedule
- 2.2.4 Perform daily inspections of the work for compliance with the construction documents
- 2.2.5 Coordinate with City of Vancouver's operations staff as needed to minimize disruption to their daily operations and coordinate project hand-off
- 2.2.6 Complete daily inspection reports and photographs documenting:
 - 2.2.6.1 Personnel – who, what, where, when
 - 2.2.6.2 Equipment – with a particular focus on malfunctions or breakdowns that may impact the schedule
 - 2.2.6.3 Materials – in accordance with the approved submittal(s)
 - 2.2.6.4 Safety – in accordance with the approved SSSP, adjusted as necessary based on changes to the work. Communicate safety concerns to the construction contractor and City of Vancouver and stop work if necessary
 - 2.2.6.5 Environmental compliance
 - 2.2.6.6 Non-conforming work
- 2.2.7 Review contractor prepared as-builts for accuracy and timely updates
- 2.2.8 Submit daily inspection reports and photographs to the Document Specialist
- 2.2.9 Look ahead to upcoming construction activities, review the specifications and drawings for those activities, and identify potential issues/concerns ahead of the work
- 2.2.10 Document and compile lessons learned

2.3 CONSTRUCTION PROGRESS MEETINGS

- 2.3.1 Prepare agenda including:
 - 2.3.1.1 Contractor provided 3-week look ahead schedule
 - 2.3.1.2 Safety
 - 2.3.1.3 Current issues status and resolution
 - 2.3.1.4 Change order, RFI and submittal status
- 2.3.2 Attend and lead construction meetings with bi-weekly onsite attendance
- 2.3.3 Prepare and distribute meeting minutes documenting discussions, issues and agreements

3.0 POST-CONSTRUCTION

3.1 PUNCH LIST/CLOSEOUT

- 3.1.1 Prepare and distribute a project punch list identifying deficiencies and remaining work items to be completed. Answer construction contractor questions and provide clarification regarding remaining work items
- 3.1.2 Assist with project close out including working with the contractor to obtain warranties and guarantees and close out of project permits
- 3.1.3 Schedule and lead a final project walk through
- 3.1.4 Provide recommendation of project acceptance
- 3.1.5 Work with the Document Specialist to ensure project documentation, including an archive of the SharePoint site, is compiled and delivered to City of Vancouver

3.2 LESSONS LEARNED

- 3.2.1 Schedule and prepare and distribute meeting agenda
- 3.2.2 Lead meeting to discuss lessons learned and how they may be incorporated into future

Attachment "B"

Hourly Rates and Fees

**FEE ESTIMATE - CONSTRUCTION MANAGEMENT AND INSPECTION**

Agency: City of Vancouver
 Agency Agreement #: TBD
 Project: Main Street Promise
 Date: 5/28/2024

Task Description	Labor Classifications	Estimated Labor Hours (Straight Time)	Hourly Billing Rate (Straight Time)	Estimated Labor Hours (Overtime)	Hourly Billing Rate (Overtime)	Total Estimated Price
TASK 1						
Construction Management & Inspection	Principal / Strategic Advisor - Year 1	120	\$282.00	0	N/A	\$33,840.00
	Senior Construction Manager - Year 1	2160	\$220.00	0	\$330.00	\$475,200.00
	Senior Construction Inspector - Year 1	2000	\$156.00	480	\$234.00	\$424,320.00
	Construction Inspector - Year 1	351	\$144.00	86	\$216.00	\$69,120.00
	Principal / Strategic Advisor - Year 2	130	\$296.00	0	N/A	\$38,480.00
	Senior Construction Manager - Year 2	2320	\$231.00	0	\$346.50	\$535,920.00
	Senior Construction Inspector - Year 2	2320	\$164.00	520	\$246.00	\$508,400.00
	Construction Inspector - Year 2	2097	\$151.00	514	\$226.50	\$433,068.00
Reimbursables	Mileage (per mile)	54000	\$0.67			\$36,180.00
TASK 2						
Subconsultants	Columbia West Engineering (CWE)					\$15,000.00
GRAND TOTAL						\$2,569,528.00

Fee Estimate Assumptions & Notes:

- 1 Principal / Strategic Advisor Estimated Labor Hours estimated at 10 hrs/month for 25 months.
- 2 Senior Construction Manager Estimated Labor Hours assumes 500 working day duration at an estimated 40 hrs/week, plus 40 hrs/week for 6 weeks for project startup and 30 hrs/wk for 8 weeks for project closeout.
- 3 Senior Construction Inspector Estimated Labor Hours assumes 500 working day duration at an estimated 50 hrs/week, plus 40 hrs/week for 2 weeks for project startup and 30 hrs/wk for 8 weeks for project closeout.
- 4 Construction Inspector Estimated Labor Hours assumes 300 working day duration at an estimated 40 hrs/week, plus 8 hours for pre-construction meeting preparation and attendance and 20 hrs/week for 2 weeks for project closeout.
- 5 Columbia West Engineering Total Estimated Price is an estimate and will be utilized on a time-and-materials basis at the direction of the City.
- 6 Mileage is estimated at 40 miles/day for 500 days for the Senior Construction Manager, 40 miles/day for 500 days for the Senior Construction Inspector, 40 miles/day for 300 days for the Construction Inspector, and 40 miles/day for 50 days for the Principal/Strategic Advisor. Mileage to be billed at current IRS rate.

Staff Report: 123-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT Interlocal agreement between the City of Vancouver and Clark County for receipt and disbursement of Registered Sex Offender Monitoring Address Verification Program (RSO) grant funding from the Washington Association of Sheriffs and Police Chiefs

Key Points

- Washington State funding supports law enforcement monitoring of registered sex offenders.
- Clark County serves as the fiscal agent and disburses grant funding to the City of Vancouver.
- There are no substantive changes to this agreement, which has been in place since 2008.

Strategic Plan Alignment

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

Present Situation

In June 2023, the Washington Association of Sheriffs and Police Chiefs allocated \$258,375 in State funding to Clark County and its cities to enhance law enforcement monitoring of registered kidnapping and sex offenders required by state law (RCW 9A.44.130). Law enforcement officers must provide face-to-face verification at a registered sex offender's place of residence every 3-12 months based on the level of offense. The Clark County Sheriff's Office coordinates and maintains the sex offender registry and database entries for the public website for all sex offenders within the county. Vancouver Police is responsible for monitoring registered sex offenders and kidnapping offenders who live within the city of Vancouver.

Law enforcement monitoring and address verification programs reduce and prevent crime in two ways. First, police monitoring serves as a deterrent for future crimes, as registry violations may result in arrest, prosecution, and sentencing for any new offenses. Second, police monitoring provides updated information for Washington State's registry database and public website, providing tools to enhance public safety through community awareness and notification.

The Clark County Sheriff's Office has provided an interlocal agreement with the City of Vancouver effective July 1, 2023 – June 30, 2024, disbursing \$98,012.86 for police overtime, training and

equipment to support sex offender monitoring and compliance with State law.

Advantage(s)

1. Funding will support the Vancouver Police Department in meeting Washington State requirements for sex offender monitoring, registry updates and community notification.
2. The 12-month grant requires no cash match, retention or local funding. The grant may be renewed annually as Washington State makes additional funding available.
3. Program funding enhances police monitoring of registered kidnapping and sex offenders, enforcing a zero-tolerance message for registry violations and serving as a deterrent for future crimes. Police monitoring also provides updated information for the searchable public website established by the State of Washington to enhance community notification.

Disadvantage(s)

None

Budget Impact

There is no local funding match or ongoing costs required, and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget Appropriation process.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to execute an interlocal agreement with Clark County for disbursement of grant funds by Clark County for Vancouver Police overtime, training and equipment to support sex offender monitoring and compliance with State law.

Jeff Mori, Vancouver Police Chief, Daphine Harris, Finance and Logistics Supervisor

ATTACHMENTS:

- ▣ Interlocal Agreement

**THE STATE OF WASHINGTON
CLARK COUNTY**

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY, WA AND THE CITY OF VANCOUVER, WA
2023-2024 WASPC REGISTERED SEX OFFENDER MONITORING PROGRAM
AWARD**

This Agreement is made and entered into effective July 1, 2023, by and between Clark County, hereinafter referred to as the COUNTY, acting by and through its Sheriff; and the City of Vancouver, a first-class city of the state of Washington, hereinafter referred to as the CITY, acting by and through its governing body, the Vancouver City Council, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34.080; and

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC) as the administering organization of the Registered Sex Offender Monitoring Address and Residency Verification Program (SOM) has allocated funding for local law enforcement to verify the residency and address of registered sex offenders and kidnapping offenders under RCW 9A.44.130; and

WHEREAS, WASPC has designated the Clark County Sheriff's Office to serve as fiscal agent for the aggregate of SOM funds available to law enforcement agencies in Clark County; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. COUNTY agrees to act as fiscal agent for the aggregate \$258,375.00 of SOM funds.

Section 2. County agrees to provide CITY with 37.934% of aggregate WASPC SOM funds (up to \$98,012.86), based on the number of registered sex offenders residing in its jurisdiction, to be used for monitoring of registered kidnap and sex offenders living within the CITY's jurisdiction. COUNTY will make payments quarterly to CITY following completion of performance and after funding is received from WASPC. Payment amounts may change if the total amount to be received from WASPC is changed.

Section 3. Quarterly payments from WASPC to the COUNTY may be withheld if the combined agencies in the Clark County jurisdiction (Clark County Sheriff's Office and six city police departments) fail to meet program requirements outlined in the WASPC award agreement letter (Exhibit A). Therefore, COUNTY will not be responsible for the payment of any funds to the CITY that are not received from WASPC, even if the cause for WASPC's withholding of funds does not involve the CITY or its police department.

Section 4. CITY agrees to timely comply with all performance and reporting obligations required by grant program terms. CITY agrees to provide face-to-face verification of a sex offender's address at the place of residency for each sex offender residing within its jurisdiction:

1. For level I offenders, once every twelve months; and
2. For level II offenders, once every six months; and
3. For level III offenders, once every three months.

For the purposes of this grant, unclassified offenders and kidnapping offenders are considered level I offenders unless the local jurisdiction sets a higher classification in the interest of public safety.

In addition, CITY agrees to use funding from this program to send at least one staff person to at least one WASPC Offender Watch User Group and SONAR Committee Meeting.

Section 5. CITY agrees to enter address verification data into the statewide offender database, OffenderWatch. WASPC will conduct audits of the OffenderWatch records to confirm verification entries and completeness of records.

Section 6. CITY agrees to monitor registered sex offenders residing within its jurisdiction during the time frame for which WASPC SOM funds are received by taking the action set forth in this Agreement.

Section 7: Registration, community notification, and verification of offenders must follow the applicable state statutes (RCWs 4.24.550, 9A.44.130, 9A.44.145, 36.28A.230, etc.).

Section 8. This Agreement shall be effective for the program year defined by the program award as July 1, 2023, through June 2024. The term of this Agreement may be extended up to two (2) times administratively in one (1) year increments by mutual written agreement of both parties, subject to availability of WASPC SOM Program funding. The Clark County Sheriff or designee shall be the agent of the COUNTY for approving extensions of this Agreement on behalf of the COUNTY; and the Vancouver City Manager or designee shall be the agent of the CITY for approving extensions of this Agreement on behalf of the CITY.

Section 9. No new legal entity is being created by this Agreement.

Section 10. COUNTY and CITY agree to cover their own administrative overhead costs associated with receipt of WASPC SOM funds.

Section 11. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 12. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 14. Either party may terminate this Agreement by providing thirty (30) days written notification to the other party. In the event of early termination, COUNTY will pro-rate the CITY's final quarterly payment based on the date of termination.

CITY OF VANCOUVER

CLARK COUNTY

Eric Holmes, City Manager

John Horsch, Sheriff

Date

Date

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 4,730,739.89 this 17th day of June 2024.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
June 03, 2024 - June 09, 2024	Accounts Payable Checks (see attached)	\$ 4,724,510.45
June 03, 2024 - June 09, 2024	Hansen City Payments (see attached)	\$ 3,344.25
June 03, 2024 - June 09, 2024	Visa Refunds (see attached)	\$ 2,885.19
June 03, 2024 - June 09, 2024	Payroll Checks (see attached)	\$ -
TOTAL		\$ 4,730,739.89

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	19004	6/5/2024	73.31	Anderson,Andriana	Utility Refunds: 0073003696-04
Ad Hoc Payment	Check	19005	6/5/2024	170.28	Anderson,John or Karen	Utility Refunds: 0051094600-03
Ad Hoc Payment	Check	19006	6/5/2024	260.39	Atlas Management LLC	Utility Refunds: 0022010600-25 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19007	6/5/2024	124.00	Baker,Ronald	Utility Refunds: 0024024300-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19008	6/5/2024	206.02	Botham,Mary or Martin	Utility Refunds: 0039078470-04
Ad Hoc Payment	Check	19009	6/5/2024	629.91	Cafaro	Utility Refunds: 0000006383-01
Ad Hoc Payment	Check	19010	6/5/2024	7,794.51	CTA Schofield 600 Main Street LLC	Utility Refunds: 0014020800-03
Ad Hoc Payment	Check	19011	6/5/2024	2,365.14	CTA Schofield 600 Main Street LLC	Utility Refunds: 0014020800-03
Ad Hoc Payment	Check	19012	6/5/2024	217.80	Culpepper,Josephine	Utility Refunds: 0045540040-06
Ad Hoc Payment	Check	19013	6/5/2024	200.65	Devyn Park or Jackson Red Cloud Jatou Davis	Utility Refunds: 0036038800-12
Ad Hoc Payment	Check	19014	6/5/2024	667.00	Gaylor,Hailey	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	19015	6/5/2024	110.37	Grace Adelle Richards or John Scott Jurgens	Utility Refunds: 0023090600-12
Ad Hoc Payment	Check	19016	6/5/2024	183.00	Holly Greenspoon or Michael Teeny Co Trustees,Hanson Living Trust	Utility Refunds: 0101000686-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19017	6/5/2024	94.88	Jason Leistiko or Kristal Page	Utility Refunds: 0000004857-02
Ad Hoc Payment	Check	19018	6/5/2024	3,397.00	Kest LP	Utility Refunds: 0030098400-01
Ad Hoc Payment	Check	19019	6/5/2024	3,643.40	Kest LP	Utility Refunds: 0030069690-01
Ad Hoc Payment	Check	19020	6/5/2024	2,361.09	Kest LP	Utility Refunds: 0030069202-01
Ad Hoc Payment	Check	19021	6/5/2024	148.50	Keyes,Grant	Utility Refunds: 0004051310-06
Ad Hoc Payment	Check	19022	6/5/2024	136.83	LBM Acquisitions LLC	Utility Refunds: 0008003100-04
Ad Hoc Payment	Check	19023	6/5/2024	121.00	Lebowsky,Brad	Utility Refunds: 0033065600-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19024	6/5/2024	336.48	Ninh, Thao or Andre Vuong	Utility Refunds: 0103001410-02
Ad Hoc Payment	Check	19025	6/5/2024	26.48	Rachel Yunck or Madeline E H Hung	Utility Refunds: 0006032700-10
Ad Hoc Payment	Check	19026	6/5/2024	216.48	Representative of the Estate of Lenora E Ackers,Allen R Ackers	Utility Refunds: 0093022500-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19027	6/5/2024	48.20	Rinkin,Brittany or Blake	Utility Refunds: 0006015928-14
Ad Hoc Payment	Check	19028	6/5/2024	159.66	Rissman,Gary or Beverly	Utility Refunds: 0068029500-10
Ad Hoc Payment	Check	19029	6/5/2024	75.33	Roberts,Lisa or William	Utility Refunds: 0089018648-01
Ad Hoc Payment	Check	19030	6/5/2024	32.28	Schultz,Mark	Utility Refunds: 0069058900-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19031	6/5/2024	308.52	SF Operating - WA	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	19032	6/5/2024	2,558.02	Spencers Gifts	Utility Refunds: 0000006383-01
Ad Hoc Payment	Check	19033	6/5/2024	4,217.40	Ten Talents Investments 21 LLC	Utility Refunds: 0014067828-03
Ad Hoc Payment	Check	19034	6/5/2024	3,951.44	Torres,Steven	Utility Refunds: 0000004214-02

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	19035	6/5/2024	253.19	Weaver,Joan or William	Utility Refunds: 0077000110-12 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19036	6/5/2024	111.31	Wimer,Wendy	Utility Refunds: 0152002183-03
Miscellaneous Payment	Check	19037	6/5/2024	83.00	ALCO HOLDINGS LLC	Refund Duplicate Payment to INV#77027421
Miscellaneous Payment	Check	19038	6/5/2024	100.00	Anthony Lusardi	TreeFund
Miscellaneous Payment	Check	19039	6/5/2024	45.02	Carie Bishop-Sanders	Refund overpayment of loan #9070008
Miscellaneous Payment	Check	19040	6/5/2024	57.00	Cascade Athletic Club	Refund of duplicate payment to INV#77061682
Miscellaneous Payment	Check	19041	6/5/2024	19.19	CURTIS J CHRISTENSEN	Refund 7 days of parking permit customer paid but had requested to cancel.
Miscellaneous Payment	Check	19042	6/5/2024	85.00	Max Kisilitsa	RES-284584 refund
Miscellaneous Payment	Check	19043	6/5/2024	91.00	Pye-Barker Fire and Safety LLC	Refund duplicate payment to INV#77063028
Miscellaneous Payment	Check	19044	6/5/2024	360.00	Red Robin Restaurant	Refund payment to incorrect invoice #77025233
Miscellaneous Payment	Check	19045	6/5/2024	58.00	Safeway	Refund duplicate payment to INV#s 77028538 & 77030375
Miscellaneous Payment	Check	19046	6/5/2024	79.00	The Park at Mill Plain	Refund of duplicate payment to INV#77017824
Supplier Payment	Check	19047	6/5/2024	5,723.38	Action Technology Systems	
Supplier Payment	Check	19048	6/5/2024	285.86	Airgas, Inc	
Supplier Payment	Check	19049	6/5/2024	136.00	American Sani-Can	
Supplier Payment	Check	19050	6/5/2024	6,336.72	Arborscape Ltd Inc	
Supplier Payment	Check	19051	6/5/2024	8,691.76	AT & T Mobility National Accounts LLC	
Supplier Payment	Check	19052	6/5/2024	329.77	B&H Foto & Electronics Corp	
Supplier Payment	Check	19053	6/5/2024	2,240.00	Bret M Young	
Supplier Payment	Check	19054	6/5/2024	13,800.00	Cascade Inn	
Supplier Payment	Check	19055	6/5/2024	22,191.67	CECO Inc	
Supplier Payment	Check	19056	6/5/2024	754.60	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	19057	6/5/2024	2,411.58	Christenson Electric, Inc.	
Supplier Payment	Check	19058	6/5/2024	132.52	Cintas	
Supplier Payment	Check	19059	6/5/2024	400.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	19060	6/5/2024	785.94	Clark Public Utility District No. 1	
Supplier Payment	Check	19061	6/5/2024	1,322.07	Clark Public Utility District No. 1	
Supplier Payment	Check	19062	6/5/2024	1,572.59	Clark Public Utility District No. 1	
Supplier Payment	Check	19063	6/5/2024	1,191.11	Clark Public Utility District No. 1	
Supplier Payment	Check	19064	6/5/2024	508.98	Clark Public Utility District No. 1	
Supplier Payment	Check	19065	6/5/2024	1,319.61	Clark Public Utility District No. 1	
Supplier Payment	Check	19066	6/5/2024	1,125.19	Clark Public Utility District No. 1	
Supplier Payment	Check	19067	6/5/2024	963.50	Clark Public Utility District No. 1	
Supplier Payment	Check	19068	6/5/2024	1,482.20	Clark Public Utility District No. 1	
Supplier Payment	Check	19069	6/5/2024	1,242.92	Clark Public Utility District No. 1	
Supplier Payment	Check	19070	6/5/2024	1,010.06	Clark Public Utility District No. 1	
Supplier Payment	Check	19071	6/5/2024	129,785.15	Clary Longview LLC	
Supplier Payment	Check	19072	6/5/2024	2,499.00	Clearwater Springs	
Supplier Payment	Check	19073	6/5/2024	257.91	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	19074	6/5/2024	2,514.47	Echo Electric LLC	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	19075	6/5/2024	857.87	EMS Technology Solutions LLC	
Supplier Payment	Check	19076	6/5/2024	658.00	Esix Sportswear	
Supplier Payment	Check	19077	6/5/2024	6,213.45	Evergreen School District 114	
Supplier Payment	Check	19078	6/5/2024	35,755.06	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	19079	6/5/2024	517.81	First-Citizens Bank & Trust Company	
Supplier Payment	Check	19080	6/5/2024	799.20	Freedom independent Living Home Care Inc.	
Supplier Payment	Check	19081	6/5/2024	3,190.82	Gemplers	
Supplier Payment	Check	19082	6/5/2024	2,743.04	Gray & Osborne Inc	
Supplier Payment	Check	19083	6/5/2024	11,239.75	GVP Ventures Inc	
Supplier Payment	Check	19084	6/5/2024	381.25	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	19085	6/5/2024	8,205.00	Hawks Ridge Assisted Living	
Supplier Payment	Check	19086	6/5/2024	8,965.96	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	19087	6/5/2024	256,953.06	Howmedica Osteonics Corp	
Supplier Payment	Check	19088	6/5/2024	1,466.10	Jamestown Networks	
Supplier Payment	Check	19089	6/5/2024	35,319.27	KBT Distributing LLC	
Supplier Payment	Check	19090	6/5/2024	14,100.00	Kirkland Union Plaza Association	
Supplier Payment	Check	19091	6/5/2024	3,652.73	Kittelson & Associates Inc	
Supplier Payment	Check	19092	6/5/2024	9,180.00	Kramer Gehlen & Associates	
Supplier Payment	Check	19093	6/5/2024	9,371.65	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	19094	6/5/2024	8,640.41	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	19095	6/5/2024	2,444.86	Level 3 Financing, Inc	
Supplier Payment	Check	19096	6/5/2024	11,353.32	Lir Cultural Coaching LLC	
Supplier Payment	Check	19097	6/5/2024	179.36	Mark IV Enterprises Inc	
Supplier Payment	Check	19098	6/5/2024	12,808.75	Mayer Reed Inc.	
Supplier Payment	Check	19099	6/5/2024	3,063.60	McFarlanes Bark Inc	
Supplier Payment	Check	19100	6/5/2024	1,500.00	Message Gears LLC	
Supplier Payment	Check	19101	6/5/2024	47,819.36	Moore Iacofano Goltsman, Inc	
Supplier Payment	Check	19102	6/5/2024	11,783.62	Motorola Solutions Inc	
Supplier Payment	Check	19103	6/5/2024	1,475.82	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	19104	6/5/2024	2,090.00	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	19105	6/5/2024	45,971.00	Newco Inc.	
Supplier Payment	Check	19106	6/5/2024	74,271.00	Northeast Electric LLC	
Supplier Payment	Check	19107	6/5/2024	75,907.79	Northwest Playground Inc	
Supplier Payment	Check	19108	6/5/2024	1,553.76	One Call Concepts Inc	
Supplier Payment	Check	19109	6/5/2024	49.00	Parkeon	
Supplier Payment	Check	19110	6/5/2024	232.33	PDH Creative	
Supplier Payment	Check	19111	6/5/2024	465.00	Public Safety Testing Inc	
Supplier Payment	Check	19112	6/5/2024	8,497.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	19113	6/5/2024	5,500.00	Right-Way CDL Academy, LLC	
Supplier Payment	Check	19114	6/5/2024	14,591.89	Safeware Inc.	
Supplier Payment	Check	19115	6/5/2024	880.47	Selectron Technologies	
Supplier Payment	Check	19116	6/5/2024	10,770.00	Senior Haven LLC	
Supplier Payment	Check	19117	6/5/2024	442.00	Shred Northwest Inc.	
Supplier Payment	Check	19118	6/5/2024	2,789.68	Shrums Pest Control	
Supplier Payment	Check	19119	6/5/2024	5,289.01	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	19120	6/5/2024	3,587.10	Soha Sign	
Supplier Payment	Check	19121	6/5/2024	14,938.32	Solid Waste Systems, Inc.	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	19122	6/5/2024	4,500.00	Sonar Insights, LLC	
Supplier Payment	Check	19123	6/5/2024	5,807.88	SP Plus Corporation	
Supplier Payment	Check	19124	6/5/2024	4,383.25	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	19125	6/5/2024	19,611.38	State of Washington Department of Transportation	
Supplier Payment	Check	19126	6/5/2024	28.22	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	19127	6/5/2024	200.00	Tapani Materials Inc	
Supplier Payment	Check	19128	6/5/2024	3,381.09	The ADT Security Corporation	
Supplier Payment	Check	19129	6/5/2024	3,359.16	The Arts Centered	
Supplier Payment	Check	19130	6/5/2024	7,005.66	The Columbian Publishing Co	
Supplier Payment	Check	19131	6/5/2024	1,833.50	The Loudenback Corporation	
Supplier Payment	Check	19132	6/5/2024	2,500.00	TiE Oregon	
Supplier Payment	Check	19133	6/5/2024	320.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	19134	6/5/2024	168.00	Vancouver Aire LLC	
Supplier Payment	Check	19135	6/5/2024	165.00	Vancouver Granite Works Inc	
Supplier Payment	Check	19136	6/5/2024	6,532.29	Vector Solutions	
Supplier Payment	Check	19137	6/5/2024	221.71	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	19138	6/5/2024	520.00	Vigilant Solutions, LLC	
Supplier Payment	Check	19139	6/5/2024	434.82	W.B. Sprague Co. Inc.	
Supplier Payment	Check	19140	6/5/2024	2,747.64	Walter E Nelson Company	
Supplier Payment	Check	19141	6/5/2024	9,009.80	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	19142	6/5/2024	2,676.25	Water Systems Consulting Inc	
Supplier Payment	Check	19143	6/5/2024	5,686.23	Wex Bank	
Supplier Payment	Check	19144	6/5/2024	144.50	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	19145	6/5/2024	1,083.68	Yakima County	
			Check	1,107,976.17		
Expense Payment	Direct Deposit	EFT-00248242	6/6/2024	249.96	Chris Kimberling	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248243	6/6/2024	136.00	James Rayner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248244	6/6/2024	59.79	Ryan Starbuck	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248245	6/6/2024	147.82	Robert Rivera Strandberg	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248246	6/6/2024	26.49	Brét Kertz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248247	6/6/2024	138.15	Chad Eiken	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248248	6/6/2024	201.60	Eric Gundlach	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248249	6/6/2024	249.50	Brian Flory	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248250	6/6/2024	27.62	Tanya Wollstein	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248251	6/6/2024	122.57	Magaiva Herman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248252	6/6/2024	115.25	Dallas Eldred	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248253	6/6/2024	250.00	Remy Thompson	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248254	6/6/2024	333.00	Jarrold Grahn	Travel Advance

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Expense Payment	Direct Deposit	EFT-00248255	6/6/2024	244.58	Sean Hansen	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248256	6/6/2024	220.50	Timmi Winther	Travel Advance
Expense Payment	Direct Deposit	EFT-00248257	6/6/2024	305.00	Alexander Aase	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248258	6/6/2024	310.50	Chad Lawry	Travel Advance
Expense Payment	Direct Deposit	EFT-00248259	6/6/2024	115.25	Shane McKee	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248260	6/6/2024	354.50	Jaime Blas lopez	Travel Advance
Expense Payment	Direct Deposit	EFT-00248261	6/6/2024	356.50	Timmi Winther	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248262	6/6/2024	83.75	Kassidy Owen	Travel Advance
Expense Payment	Direct Deposit	EFT-00248263	6/6/2024	179.30	James Correll	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248264	6/6/2024	259.00	James Dewey	Travel Advance
Expense Payment	Direct Deposit	EFT-00248265	6/6/2024	249.95	Jason Oldham	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248266	6/6/2024	214.63	James Lewis	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248267	6/6/2024	241.50	Pete Adams	Travel Advance
Expense Payment	Direct Deposit	EFT-00248268	6/6/2024	97.83	Joseph Stewart	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248269	6/6/2024	78.19	Ty Stober	Travel Advance
Expense Payment	Direct Deposit	EFT-00248270	6/6/2024	250.00	Scott Gillis	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248271	6/6/2024	241.50	Robb Milano	Travel Advance
Expense Payment	Direct Deposit	EFT-00248272	6/6/2024	201.60	Daren Peterson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248273	6/6/2024	101.75	Tommy Myrick	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248274	6/6/2024	101.75	Chase Tenda	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248275	6/6/2024	141.30	Wayne Folkers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248276	6/6/2024	183.63	Jonathan Schetky	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248277	6/6/2024	111.73	Brittany Bridger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248278	6/6/2024	101.75	Jay Glover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248279	6/6/2024	31.56	Stacey Dalgaard	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248280	6/6/2024	2,913.68	Anne McEnery-Ogle	Employee Reimbursement
			Direct Deposit	9,748.98		
Supplier Payment	EFT	EFT-00248281	6/6/2024	9,796.58	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00248282	6/6/2024	1,709.85	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00248283	6/6/2024	487.50	ERP Analysts, Inc.	
Supplier Payment	EFT	EFT-00248284	6/6/2024	24,869.94	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00248285	6/6/2024	964,407.29	Operations Management International Inc	
Supplier Payment	EFT	EFT-00248286	6/6/2024	8,665.29	Fire Systems West	
Supplier Payment	EFT	EFT-00248287	6/6/2024	1,575.93	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00248288	6/6/2024	19,500.96	Council for the Homeless	
Supplier Payment	EFT	EFT-00248289	6/6/2024	105,226.06	Del Sol Inc	
Supplier Payment	EFT	EFT-00248290	6/6/2024	1,616.50	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00248291	6/6/2024	391.47	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00248292	6/6/2024	30,420.09	Metereaders LLC	
Supplier Payment	EFT	EFT-00248293	6/6/2024	3,627.39	Boys and Girls Clubs of Southwest Washington	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00248294	6/6/2024	2,200.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00248295	6/6/2024	877.21	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00248296	6/6/2024	43,563.64	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00248297	6/6/2024	15,868.05	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00248298	6/6/2024	26,818.62	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00248299	6/6/2024	125,063.28	Outsiderinn.org	
Supplier Payment	EFT	EFT-00248300	6/6/2024	1,041.95	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00248301	6/6/2024	4,642.85	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00248302	6/6/2024	955.00	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00248303	6/6/2024	16,484.36	Power Systems West	
Supplier Payment	EFT	EFT-00248304	6/6/2024	10,720.09	Clark County Volunteer Lawyers Program	
Supplier Payment	EFT	EFT-00248305	6/6/2024	35,240.54	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00248306	6/6/2024	12,864.51	Alta Planning & Design	
Supplier Payment	EFT	EFT-00248307	6/6/2024	1,020.10	Purple Communications Inc	
Supplier Payment	EFT	EFT-00248308	6/6/2024	670.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00248309	6/6/2024	3,825.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00248310	6/6/2024	4,057.77	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00248311	6/6/2024	9,053.99	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00248312	6/6/2024	6,497.95	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00248313	6/6/2024	10,762.58	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00248314	6/6/2024	39,684.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00248315	6/6/2024	1,106.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00248316	6/6/2024	380.45	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00248317	6/6/2024	4,186.95	New Life Friends Church	
Supplier Payment	EFT	EFT-00248318	6/6/2024	9,728.65	FuelCare Inc	
Supplier Payment	EFT	EFT-00248319	6/6/2024	4,327.50	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00248320	6/6/2024	13,174.43	Second Step Housing	
			EFT	1,577,110.32		
Supplier Payment	Manual Wire		6/1/2024	13,805.00	Athlactron Holding	
Supplier Payment	Manual Wire		6/3/2024	3,030.12	Internal Revenue Service	
Supplier Payment	Manual Wire		6/3/2024	15,404.40	Washington Dental Service	
Supplier Payment	Manual Wire		6/3/2024	308,648.03	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		6/3/2024	503,198.33	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Manual Wire		6/3/2024	68,674.82	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		6/4/2024	75,876.73	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		6/4/2024	24,664.48	United States Postal Service	
Supplier Payment	Manual Wire		6/5/2024	32.13	Internal Revenue Service	
Supplier Payment	Manual Wire		6/5/2024	8,082.48	VSP Vision Care Inc	
Supplier Payment	Manual Wire		6/5/2024	207,035.66	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		6/5/2024	621,222.80	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		6/5/2024	180,000.00	Pacific Life & Annuity Services, Inc.	
			Manual Wire	2,029,674.98		
			Checks	1,107,976.17		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
			Direct Deposit	9,748.98		
			EFT	1,577,110.32		
			6/10/2024	3,344.25	City Payments	Posted 06-03-24 to 06-09-24
			Hansen Total	3,344.25		
			6/10/2024	1,982.08	Miscellaneous	Parks Class Refunds FCC 06-03-24 to 06-09-24
			6/10/2024	903.11	Miscellaneous	Parks Class Refunds MCC 06-03-24 to 06-09-24
			VISA Total	2,885.19		
			Payroll Total	0.00		
			GRAND TOTAL	4,730,739.89		

City of Vancouver
Payroll Council Report
June 03, 2024 - June 09, 2024

Check No.	Date	Explanation	Amount
		No payroll this period	

\$ -

Staff Report: 114-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT 2024 Charter Review Committee Recommendations

Key Points

- The Charter Review Committee and City staff recommended five amendments to the City's Charter, two proposed by the Committee and three proposed by City staff.
- The proposed amendments included revisions addressing non-inclusive language; eliminating non-accessible signature requirements; addressing ambiguities in direction to the Salary Review Commission; updating language to reflect the current budget process; and eliminating a requirement for contracts that creates an administrative burden.
- Council remanded back to staff the amendment that would eliminate non-accessible signature requirements to add clarifying language about when new signature requirements would go into effect. Staff has made that addition and is bringing the last recommended amendment back to Council for consideration.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver's charter requires a committee of 15 residents be appointed at least every five years to review the charter and make recommendations to the City Council on potential changes. The 2024 Charter Review Committee held seven meetings between October 2023 and April 2024 and recommended five amendments to the charter for consideration by the City Council.

The County Elections Office raised concerns about the language for one of the proposed amendments and requested additional clarifying language be added, specifying that the proposed amendment language would go into effect once legal under state law. Council remanded the amendment back to staff to add clarifying language.

The proposed amendment is:

Section 10.03 Petitions and Committees and 10.04 Filing and Certifying – Removing language referencing paper and indelible signatures that would prevent the acceptance of electronic signature on petitions.

Advantage(s)

1. Supports the work of the Charter Review Committee by adopting their final recommendation.
2. Encourages voter participation in the City's governance process.
3. Makes other changes to the City's charter that modernizes, streamlines, and clarifies processes.

Disadvantage(s)

Placing a charter amendment on the ballot will cost up to \$40,000, placing five charter amendments will cost up to \$70,000.

Budget Impact

The Clark County Elections Office has advised that for 2024 it will cost between \$30,000 and \$40,000 to place one proposition on the ballot and between \$60,000 and \$70,000 to place five propositions on the ballot. This is dependent on whether other jurisdictions also have items for the ballot.

Prior Council Review

- Council Workshops: April 15, 2024, May 20, 2024
- Council Meetings: June 3, 2024, June 10, 2024

Action Requested

On June 17, 2024, adopt Resolution 4 and place the proposed amendment to the City of Vancouver's charter on the November 5, 2024, general election ballot.

Aaron Lande, Policy and Program Manager, 360-487-8612

ATTACHMENTS:

- Resolution 4 - Removing Language that Prevents Acceptance of Electronic Signatures

6/17/2024

RESOLUTION M-_____

A RESOLUTION to submit to the voters of the City of Vancouver a proposal to amend Article X, Sections 10.03 and 10.04 of the City Charter removing language referencing physical paper and indelible signatures that would prevent the acceptance of electronic signature on petitions.

WHEREAS, the Committee held seven meetings between October 2023 and April 2024, to review proposed amendments to the City Charter; and

WHEREAS, the Committee presented their recommendations to the City Council on May 20, 2024; and

WHEREAS, the City Council held a duly noticed hearing on the 17th day of June, 2024 and considered the recommendations of the Committee and voted to submit the proposed amendment to the Charter below to the voters.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That the following amendments to Article X, Sections 10.03 and 10.04 of the City Charter, removing language referencing physical paper and indelible signatures that would prevent the acceptance of electronic signature on petitions, (“Proposed Charter Amendments No. 4”), be submitted to the voters of the City of Vancouver:

(Proposed language to be deleted is shown by ~~striketrough~~. Added language is shown by underline.)

RESOLUTION – PAGE 1

Section 10.03 Petitions and Committees:

- (1) All petitions ~~papers~~ circulated for the purposes of an initiative or referendum shall be uniform ~~in size and style~~. Initiative petitions ~~papers~~ shall contain the full text of the proposed ordinance and all other information and warnings required by law. Petitions shall be in a form prescribed by the City Clerk, and may be approved in advance as to form by the City Attorney. Before gathering signatures, any proposed initiated ordinance must be filed with the City Clerk. Within twenty working days after filing, the City Attorney shall evaluate the initiative proposal and express ~~his/her~~ their opinion as to whether or not the initiative proposal is within the scope of a legally permissible local initiative. The signatures to initiative or referendum petitions shall be from registered voters of the City of Vancouver and subject to acceptance by the officer responsible for verification of the sufficiency of signatures under state law. ~~need not all be appended to one paper, but to each separate petition there shall be attached a statement of the circulator thereof as provided by this section. Each signer of any such petition paper shall sign in ink or indelible pencil and shall indicate after such signer's name, the signer's place of residence by street and number, or other description sufficient to identify the place. On each petition shall appear the names and addresses of the same five registered voters of the city, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition. Printed on each separate petition paper there shall be an affidavit of the circulator thereof, affirmed under penalty of perjury, that said circulator personally circulated the foregoing paper, that it bears a stated number of signatures, that all the signatures appended thereto were made in the circulator's presence, and that the circulator believes them to be the genuine signatures of the persons whose names they purport to be.~~
- (2) Acceptance of electronic signatures authorized but not required: nothing in this Charter shall preclude the City Council from authorizing, by resolution, the acceptance of electronic signatures when, and to the extent, allowed by state law.

Section 10.04 Filing and Certifying:

All petition ~~papers~~ sections comprising an initiative or referendum petition shall be assembled and filed with the eCity eClerk as one instrument. Petitions ~~pages~~ must be filed no later than February 1 of the same year as the Municipal General Election is held. Within ten days after a petition is filed, the eCity eClerk shall determine whether each ~~paper~~ section of the petition has a proper statement of the circulator and shall convey the valid signed petition ~~pages~~ sections to the officer responsible for the verification of the sufficiency of the signatures to the petition under state law for such verification. The eCity eClerk shall declare any petition ~~paper~~ section entirely invalid and not submit said petition ~~page~~ section for verification, which does not ~~have printed thereon~~ include an affidavit affirmed under penalty of perjury signed by the circulator thereof. If a petition ~~paper~~ section is found to be signed by more persons than the number of signatures certified by the circulator, the last signatures in excess of the number certified shall be disregarded, and the City Clerk shall strike out the excess signatures. If a petition ~~paper~~ section is found to be signed by fewer persons than the number certified, the signatures shall be accepted unless void on other grounds. After completing examination of the petition, and after receiving

verification of the sufficiency of such petition signatures from the officer responsible for verification of the sufficiency of signatures under state law, the eCity eClerk shall certify the result thereof to the city council at its next regular meeting. If the eClerk certifies that the petition is invalid or has insufficient signatures, the eClerk shall set forth in a certificate the particulars in which it is defective and shall at once notify the committee of the petitioners of such findings.

2. The Clark County Auditor, as *ex officio* supervisor of elections in Clark County, is hereby requested to submit Proposed Charter Amendments No. 4 to the November 5, 2024 general election ballot.

3. The City Clerk is authorized and directed to take those actions necessary to submit Proposed Charter Amendments No. 4 before the voters at the November 5, 2024 election.

ADOPTED at regular session of the Council of the City of Vancouver, this 17th day of June, 2024.

Signed this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 122-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT 2025-2030 Transportation Improvement Program Adoption

Key Points

- Per RCW 35.77.010, the City must adopt a comprehensive TIP prior to July 1st of each year.
- Each year staff includes updates/changes to the City's arterial map as part of the yearly TIP update. This year no changes are proposed.
- Adopting the TIP keeps the City in compliance with state law, allows the City to pursue grants for projects listed in the TIP, provides candidate projects for funding by the Vancouver Transportation Benefit District, and facilitates coordinated planning between agencies within the region.
- The Vancouver Transportation Mobility Commission (TMC) has unanimously recommended approval of this year's TIP update to the City Council.

Strategic Plan Alignment

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

Present Situation

The 2025–2030 TIP presents a transportation development program that supports implementation of the City's adopted comprehensive plan. The project lists clearly identify those projects and programs that are intended to receive funding from the sources approved as part of the street funding strategy. The TIP can be amended at any time by Council action, if needed.

The TIP also provides updates to the Arterial Classification Map. This year no changes to the map are proposed, but staff will be reviewing street typologies in the coming year and changes may be incorporated into next year's arterial map update.

This year's update includes several changes, many of which came from the TMC:

- Begin transforming the TIP into a true 6-year plan (eventually removing projects outside the 6-year horizon). Projects outside the 6-year horizon will reside on the City's Capital Facilities Plan (CFP), which is currently being updated as part of the comprehensive plan update. Until the comprehensive plan is adopted, the unfunded list of projects will include near-term

(within the 6-year horizon) and long-term (beyond the 6-year horizon) projects.

- Updated project prioritization scoring tool to match the Transportation System Plan (TSP) methodology. Staff will continually evaluate scoring criteria/methodology each year to ensure outcomes match citywide policies and goals.
- Integrated TSP projects into the TIP as needed.
- Added justification for why projects were removed from last year's TIP (starting on page 33).
- Added a scoring matrix to the TIP prioritization section of the TIP (page 31).
- No proposed changes to the arterial map this year. The map may be updated next year based on staff's review of street typologies in the coming year.

On May 7, 2024, the TMC unanimously voted to recommend adoption of the 2025-2030 TIP to the City Council.

Advantage(s)

1. Adoption of the Six-Year TIP conveys the direction and intent of the City to provide certain transportation projects within a given timeframe and satisfies state law.
2. The Six-Year TIP is used as a planning and project programming tool to develop funding strategies that include local, state, federal, and private funding sources.
3. The Six-Year TIP provides information to the Washington State Department of Transportation (WSDOT) and the Regional Transportation Council (RTC) for coordination of transportation projects with other agencies in the region.

Disadvantage(s)

None

Budget Impact

The 2025-2030 TIP will be tied directly to adopted transportation capital budget. The TIP reflects the budget programming of the City's capital funding for transportation, including anticipated grant revenues.

Prior Council Review

June 3, 2024 workshop

Action Requested

On June 17, 2024, following a public hearing, adopt a resolution approving the proposed 2025-2030 Transportation Improvement Program and the Arterial Street System and Classification Map.

Chris Malone, Public Works Finance & Asset Manager, 360-487-7711

ATTACHMENTS:

- ▣ Presentation 2025-2030 TIP
- ▣ Resolution 2025-2030 TIP
- ▣ 2025-2030 draft TIP

2025-2030 Transportation Improvement Program

Chris Malone

Public Works Finance and Asset Manager

June 17, 2024





Agenda

- TIP overview
- TIP 2025-2030 updates
- Public hearing



Transportation Improvement Program Basics

- Six-Year Transportation Improvement Program (TIP) prepared each year with detailed work program, current update for 2025-2030
- Per Washington law, TIP document updated annually, with final City Council approval required before July 1 of each year
- Benefits of adopting the TIP
- The Transportation Mobility Commission (TMC) has made a formal recommendation to adopt this year's TIP



Changes for the 2025-2030 TIP

- Begin transforming TIP to true 6-year plan
- Update project prioritization scoring criteria to match Transportation System Plan recommendations
- Only score projects in the 6-year horizon
- Per recommendations from TMC
 - Additional justification for TIP projects removed from changes document
 - Added matrix to TIP prioritization section



Thank You

To learn more, visit www.cityofvancouver.us/tip



6/17/24

RESOLUTION NO. _____

A RESOLUTION adopting the City of Vancouver’s Comprehensive Six-Year Transportation Improvement Program for 2025-2030 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 2025-2030 (“2025-2030 TIP”); and

WHEREAS, the purpose of the 2025-2030 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 2025-2030 TIP; and

WHEREAS, City Council originally adopted the Arterial Classification Map by Resolution M-781 on November 28, 1961, and 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 2025-2030 TIP was published in accordance with law; and

WHEREAS, the City Council conducted a public hearing on June 17, 2024 at 6:30 p.m., where it considered the 2025-2030 TIP and determined to adopt it.

NOW, THEREFORE,

RESOLUTION – 1

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Legislative Findings. The recitals set forth above are adopted as the legislative findings of Vancouver’s City Council in support of adoption of this resolution.

Section 2. City Council hereby adopts the 2025–2030 Comprehensive Six-Year Transportation Improvement Program, which is attached as Exhibit “A” and incorporated by this reference as if fully set forth herein. Staff are further authorized to pursue grants and acquire real property rights through any legal means for projects listed in this Six-Year TIP.

Section 3. City Council hereby adopts the Arterial Street System and Classification Map, which is contained in the 2025-2030 Comprehensive Six-Year Transportation Improvement Program.

Section 4. The City Manager or his designee is hereby directed to file the 2025-2030 Comprehensive Six-Year Transportation Improvement Program and the Arterial Street System and Classification Map with the Washington State Department of Transportation within 30 days of the date of this resolution.

ADOPTED at regular session of the Council of the City of Vancouver on June 17, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION – 2

2025-2030 Transportation Improvement Program



Transportation | Public Works Department
June 2024

Table of Contents

Adopting Resolution.....	2
Program Overview.....	4
Letter from the Director.....	5
Policies.....	7
Title VI Policy Statement.....	12
Public Outreach.....	13
Financial Analysis.....	16
Project Implementation.....	27
TIP Prioritization.....	29
TIP Changes.....	32
Six-Year Project Lists.....	37
Project Detail Sheets.....	48
Arterial Map Updates.....	176
Glossary.....	179



6/17/24

RESOLUTION NO. _____

A RESOLUTION adopting the City of Vancouver’s Comprehensive Six-Year Transportation Improvement Program for 2025-2030 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 2025-2030 (“2025-2030 TIP”); and

WHEREAS, the purpose of the 2025-2030 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 2025-2030 TIP; and

WHEREAS, City Council originally adopted the Arterial Classification Map by Resolution M-781 on November 28, 1961, and 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 2025-2030 TIP was published in accordance with law; and

WHEREAS, the City Council conducted a public hearing on June 17, 2024 at 6:30 p.m., where it considered the 2025-2030 TIP and determined to adopt it.

NOW, THEREFORE,

RESOLUTION – 1

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Legislative Findings. The recitals set forth above are adopted as the legislative findings of Vancouver’s City Council in support of adoption of this resolution.

Section 2. City Council hereby adopts the 2025–2030 Comprehensive Six-Year Transportation Improvement Program, which is attached as Exhibit “A” and incorporated by this reference as if fully set forth herein.

Section 3. City Council hereby adopts the Arterial Street System and Classification Map, which is contained in the 2025-2030 Comprehensive Six-Year Transportation Improvement Program.

Section 4. The City Manager or his designee is hereby directed to file the 2025-2030 Comprehensive Six-Year Transportation Improvement Program and the Arterial Street System and Classification Map with the Washington State Department of Transportation within 30 days of the date of this resolution.

ADOPTED at regular session of the Council of the City of Vancouver on June 17, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION – 2

Transportation Improvement Program Overview

The City of Vancouver's 2025-2030 Transportation Improvement Program (TIP) is an update of the City's 2024 - 2029 TIP. The TIP is a technical document for transportation improvements over a six-year period. For more information about the City of Vancouver street system, how it is funded, and how money is spent, go to:

www.cityofvancouver.us/betterstreets

The State of Washington law (RCW 35.77.010) requires the City to prepare a TIP annually that is consistent with and implements the city's adopted comprehensive growth management plan. The TIP identifies capital transportation system improvement projects and includes a policy to work with affected property owners to preserve railroad right-of-way in the event a railroad ceases to operate.

For information about the City's Comprehensive Plan, contact Vancouver Planning at 360-487-7803. For questions or more information about specific transportation projects, please contact Vancouver Public Works at 360-487-7130, or visit the City's website:

www.cityofvancouver.us

Projects are added to the TIP each year as needed based on input from citizens, staff, the development community, adopted subarea plans, other agencies, advocacy groups, and as new grant opportunities arise (see [Project Implementation](#) page 27). Projects are removed from the TIP each year once they are constructed. In some cases, a project is removed because the project is no longer needed although this is rare. Citizens can request to have a project added or removed by clicking on the link on the City's TIP web page: <https://www.cityofvancouver.us/tip>

A City of Vancouver Arterial Street System and Classification Map which designates roadways functionally classified as Arterials pursuant to VMC 11.80.040 and VMC 9.02.040 is adopted and attached hereto.

The 2025-2030 TIP is implementing a new prioritization process that was used to score the Transportation system (TSP) projects in 2023. Scoring criterion are created to reflect the strategic goals, city policies, and management directives (see [TIP Prioritization](#) page 29). The scored priority groups are highest, medium, and lowest; and can be found on the left side of the partially funded and unfunded project lists.

2025-2030 Transportation Improvement Program

Hello neighbors,

Thank you for your interest in our Transportation Improvement Program (TIP), a vital component supporting the City of Vancouver's Strategic Plan.

TIP projects improve livability within our neighborhoods and beyond through innovative approaches. By applying different perspectives to travel solutions, we strive to better meet your needs. We are building a safe, sustainable, future-ready network that supports our regional economic growth and allows everyone to reach their destination, regardless of their mode of transportation.

Annually, we develop a Six-Year TIP update looking at and planning for future projects. These projects range from planning studies to major street improvements that make travel safer for everyone. Projects are reviewed and approved by the City Council before July 1 of each year. You can review and submit your comments, suggestions or questions by visiting the City's website at www.cityofvancouver.us.

Funding for these projects comes from many sources including state gas tax, local retail and property taxes, as well as vehicle license renewal fees. Projects listed in this update are also eligible for state or federal grants.

Explore the highlights of the 2025-2030 TIP on the following pages and join us in shaping the future of transportation in our city.

Steve M. Worley, P.E.

Ryan Lopossa, P.E.

Public Works Director

Transportation Manager

2025-2030 TIP Highlights

Transportation System Plan (TSP) Update: Work began in 2019 on the plan, to guide all aspects of the transportation system. The update includes the development of seven integrated modal plans: streets, active transportation, demand management, freight, transit, and smart mobility. Complete Streets policies and citywide collision study will guide future transportation program, policies, and projects. Importantly, extensive public outreach, which includes an increased focus on previously excluded communities in transportation planning efforts, will help inform the update. The TSP was adopted on January 8, 2024.

Neighborhood Traffic Calming Program:

Funded at \$300,000 annually, this program works with community members to enhance neighborhood livability.

Multimodal Safety and Accessibility Program:

For 2025-2026, the program will focus on implementing some key safety improvements along SE 34th Street, 4th Plain Complete Street Improvement, and BBC Trail Crossing.

Grant Efforts:

The City is pursuing opportunities to fund active transportation connections, fill sidewalk gaps, increase crossing safety, and upgrade arterials.

Other Major Projects: The 2025-2030 TIP identifies funding for many projects, which require several years for planning, design, right-of-way, and construction phases. These include:

- Southeast 1st Street, from 177th to 192nd is fully funded. Construction is planned thru 2024 and into 2025.
- Northeast 137th Ave, from Northeast 49th Street to Northeast Fourth Plain Boulevard: Federal environmental approval was received in 2018. Right-of-way acquisition is underway. Construction is planned thru 2024 and into 2025.
- Jefferson/Kauffman Connection from West Evergreen Boulevard to West Mill Plain Boulevard is fully funded. Design and right-of-way acquisition continue. Construction is planned to start in late 2024 or early 2025.
- Northeast 18th Street, from Northeast 97th Avenue to Northeast 107th Avenue, ROW acquisition and final engineering design is currently underway with construction planned for 2025/2026.
- Main Street Promise (5th Street to 15th Street) is currently under design. Construction is planned to start in 2024.

Policies

Key Policies from Transportation System Plan (Adopted Jan. 8, 2024)

- TN1 - 15-Minute Neighborhoods: Make walking, rolling, and small mobility convenient through mixed-use zoning and investment in complete corridors to serve all travel modes. Foster redevelopment within strategic development nodes to support 15-minute neighborhoods.
- TN2 - Climate Corridors: Develop climate corridors to mitigate climate impacts through greener streets, street tree canopies, natural plantings for stormwater management, linear parks, and other climate resilient techniques. Use City-owned right-of-way to create a network of corridors that support climate adaptation and safe and healthy mobility as climate change occurs.
- TN3 - Community Streets: Develop guidance and encouragement for community use of the right-of-way, including plazas, parklets, “streateries,” open streets events, public art, and demonstration projects.
- CC1 - Complete Corridors: Create complete corridors throughout the city that connect growth areas, support business, serve transit, and increase safety. Corridors connect destinations and include identifying parallel options.
- CC2 - People-Based Metrics: Plan, design, and evaluate projects and developments using people-focused metrics that prioritize person throughput, safety and comfort. Use the metrics to evaluate facility performance and post-project evaluations.
- CC3 - Street Standards: Adopt street standards that create comfortable, inviting multimodal streets. Use NACTO standards as primary guidance and integrate the latest best practices from WSDOT, AASHTO, and MUTCD for facility selection and design, traffic control, and signage and striping. Adopt into standard plans referenced in VMC Title 11.
- CC4 - Vision Zero: Adopt a Vision Zero policy committing to end traffic fatalities and serious injuries on Vancouver streets by 2040. This policy would be a resolution to address the intersecting factors that lead to fatal crashes, such as unsafe behavior, alcohol and drug impairment, street design, and traffic speeds.
- CC5 - Project Delivery: Deliver maintenance, capital, and development projects in an effective, efficient manner with clear and transparent communication to the community.
- T1 - Accessto Transit: Prioritize sidewalk and crosswalk gaps adjacent to transit stops, particularly along equity routes. Identify first/last mile barriers to major transit stops and address on a rolling basis.
- T2 - Enhanced Transit Corridors: In coordination with C-TRAN, build a network of Enhanced Transit Corridors where higher level of transit service (frequency, hours of operation, stop amenities) are desired based on existing and future density and equity needs.

- T3 - Transitand Land Use: Support transit through compact land uses and policies that incentivize transit use.
- T4 - Microtransit: Integrate shared and emerging mobility technology and tools with C-TRAN microtransit zones to provide a suite of mobility options, especially in lower-density areas without high-frequency transit.
- LS1 - Low-Stress Bicycle and Small Mobility Network: Adopt a citywide low-stress BSM network that prioritizes safety and comfort for people of all ages and abilities. Target a density of low-stress facilities every half-mile.
- LS2 - Pedestrian Priority Streets: Adopt a network of Pedestrian Priority streets where safety and comfort for people walking and rolling is prioritized. Assign categories (primary, secondary) based on the roadway classification, level of demand, and existing and planned land uses. Use these categories to recommend desired facilities and amenities (shade, lighting, seating, etc.).
- LS3 - Active Transportation Navigation: Support walking, rolling, and small mobility by making it easy and intuitive to navigate the city and find destinations.
- LS4 - Small Mobility and Walking/Rolling Programming: Complement infrastructure with robust programming that encourages and educates people about the benefits of walking, rolling, and small mobility.
- G1 - Development Review: Work with development community to establish a shared set of requirements and expectations for how development can support transportation.
- G2 - Citywide Parking Policy & Code: Update parking code and policies to right-size the amount of parking developed with future growth and create safe streets, compact urban form, and encourage non-driving forms of transportation.
- G3 - Parking Management: Effectively manage on and off-street parking resources through adoption of policies, systems, and tools throughout the city.
- G4 - Downtown Parking: For those who drive downtown, create a user-friendly, well-managed, and rightsized “park once” environment where people can walk or roll between destinations without moving their car.
- G5 - Transportation Demand Management (TDM): Require transportation demand management to reduce drive-alone trips, offer all travelers more mobility choices, and incentivize behavior change to more walking and rolling, biking, carpooling, and transit trips.
- F1 - Data Collection and Monitoring: Use data to track travel pattern changes over time.
- F2 - Climate Impacts: Adopt policies that will help meet the City’s goal of zero carbon emissions by 2040.

- F3 - Technology for System Management: Embrace technology as a way of managing the transportation system without expanding capacity.
- F4 - Electric/Autonomous Vehicles: Set City policy around EV / AV usage and role in achieving climate goals.
- F5 - Emerging Mobility: Update City policies for how shared mobility and emerging mobility vendors shall operate in Vancouver. Create data standards, data sharing agreements, and vendor requirements. Integrate equity through reduced costs for people with low incomes.
- F6 - Curb Management: Develop policies and programs that efficiently manage valuable curb space, recognizing how changing travel patterns have placed high demands on this resource.

Comprehensive Plan Policy for Asset Management “Vancouver Comprehensive Plan 2011-2030”, Adopted Dec. 16, 2013

- PFS-35- City public facility assets shall be systematically managed to balance full life cycle costs, performance, risk, and service levels, using best management practices and data.

Financial Policies for Capital Planning and Asset Management (Adopted Nov. 21, 2022)

1. In pursuit of an asset management strategy that prioritizes safety, equity and climate action, the City will:
 - Consider the climate impacts of asset investments and pursue asset management strategies that reduce its contribution to climate change over time.
 - Consider equity impacts of capital projects and asset management strategies and prioritize investments that improve equity within the City.
 - Consider the potential improvements to community safety associated with capital investments and prioritize investments that improve community safety, particularly in the transportation system.
2. Asset management best practice involves managing the performance, risk and expenditures on infrastructure assets in an optimal and sustainable manner throughout their lifecycle covering planning, design, construction, operation, maintenance, and disposal. The City shall integrate the principles and best practices of Asset Management such as those embodied in the *International Infrastructure Management Manual* in the management of its assets. Asset inventory will be maintained with maintenance, repair and deferred maintenance costs identified and updated on an annual basis. Maintenance of city assets shall be addressed on a current need, rather than deferred into the future.
3. In 2015, Council adopted a **New Street Funding Program** in response to formal recommendations from a citizen-led effort. Revenues from this program were established

to supplement without supplanting street funding resources identified in the 2015-2016 Adopted Biennial Budget. Annual reporting to the Council and the residents of outcomes achieved through the Streets Funding Initiative Program has been initiated in 2017 and shall continue into the future. The City will maintain funding of the **Pavement Management Program** at no less than that in the 2015-2016 Biennial Adopted Budget level increased by an appropriate inflationary factor, if necessary. To ensure accountability and transparency, the increase in program level funded by the new Street Funding Program revenue sources will be fully costed, budgeted for and spent from special funds created to track direct operation, capital and administrative expenses. Annual reporting of the outcomes will be published for the residents and the City Council prior to the end of the first quarter of each year for the prior year beginning for fiscal year 2016.

4. The City will redirect to the new Street Funding Program expiring debt service budget from pre-2015 debt issues for Transportation projects, beginning with debt expiring in 2016.
5. A **six-year City-Wide Capital Improvement Program** shall be developed annually and shall provide a prioritized list of reasonably funded projects and those in process of securing funding. Capital Improvement Plans for utility assets shall be updated no less frequently than every two years. The comprehensive plan will identify longer-term capital needs by program area.
6. Funding for capital projects, including major facilities maintenance projects, will be allocated in a manner that balances community needs with City priorities, the potential for attracting matching funds, and the ability to reduce or limit expenses in future years.
7. The City's objective is to incorporate a "**pay-as-you-go**" approach (using available cash and current resources) in the Capital Improvement program. Proceeds from the sale of city capital assets no longer utilized in operations will be deposited consistent with the initial ownership of the asset and invested in the highest priority city capital projects. Debt funding shall be considered for large capital projects with long useful life to better reflect inter-generational equity.
8. The capital budget will be adopted at the same time the City Operating Budget is adopted. The Capital budget will only include fully funded projects. The Capital Budget will only contain projects identified in the Capital Improvement Program.
9. A **capital repair appropriation** will be maintained for unanticipated major repairs of general operating facilities and for emergency replacement of general fund equipment. Additions to the capital repair contingency reserve will be made based on Council directions.
10. **Impacts on net annual operating and maintenance costs** will be identified as part of the funding considerations for new capital projects such as buildings, parks, and street enhancements. This includes identifying potential reductions in maintenance costs if improvements are funded. The necessary funds to operate the capital facility will be identified at the time the capital budget is adopted.

11. In order to provide long-term sustainable utility services, the city will structure utility rates so that system reinvestment including major repair, rehabilitation and replacement of utility assets can be fully funded on an ongoing basis in accordance with the city's "pay as you go" policy. This will be achieved through a plan of smaller incremental rate increases to maintain affordability. As identified by the utility capital improvement plan, rates will also include an investment component for capacity improvement and system expansion.
12. A **system development reserve** will be maintained to fund growth related capital costs. All systems development charge revenue will be contributed to the fund.

I. Title VI Policy Statement

It is the policy of City of Vancouver that no person shall on the grounds of race, color, and national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of City of Vancouver as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of City of Vancouver, including its contractors and anyone who acts on behalf of City of Vancouver. This policy also applies to the operations of any department or agency to which City of Vancouver extends federal financial assistance. Federal financial assistance includes grants, training, equipment usage, donations of surplus property, and other assistance.

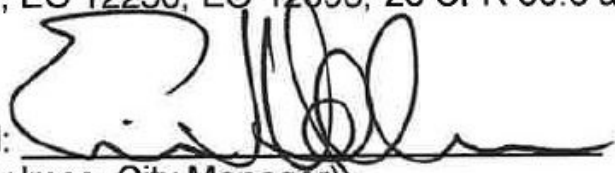
Prohibited discrimination may be intentional or unintentional. Seemingly, neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, or national origin include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 USC § 2000d and related statutes, 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3 and 49 CFR part 21.

Signed:

(Eric Holmes, City Manager)



March 30, 2023
Date

Public Outreach



Public Outreach Efforts

The City of Vancouver (City) engage and educate the public on current and future projects in hopes to gain feedback and comments. There is an online dashboard available for reviewing all projects listed in the Transportation Improvement Program (TIP) as well as all utility projects in the City's 6-Year Capital Improvement Program (CIP) at this website www.cityofvancouver.us/tip. There have been efforts to reach out to community organizations and partners serving historically excluded and underrepresented communities. Outreach City channels includes neighborhood associations, community-based organizations, Neighborhood Traffic Safety Alliance, Be Heard, website, newsletters, social media etc., Transportation and Mobility Commission (TMC), and City Council. TIP suggestions and questions can be submitted here for consideration: www.cityofvancouver.us/tip

Public Comments and Responses for 2025-2030 TIP

Date	Name	Comment:
6/29/2023	Paul Smith	Hello Council. I want to say I like the direction of the city and what is happening. As we become more urban and density increases, traffic becomes a problem. I just want to know how to get the attention of the Council and Manager about a couple of streets that need major improvements. Yes, lots of streets need some work, but I am referring to Burton Rd and 112th av from Mill Plain to Burton Rd. First, The area around 112th and Burton Rd and 18th st is the Four Seasons development. It is probably the most dense housing development in the city and one of the largest. This is a very high traffice area due to onramps and off ramps to 205, and a route to Mill Plain. It deserves a high priority for upgrade of Rds and safety. 112th is woefully inadequate when I look at other streets in the city. This corridor needs, paving, some flashing red signs for speed, and widening. If we can't widen this rd, then we need to at least pave it so its safer and easier to drive. Why can't we at least get it paved and put up some flashing red speed signs Like on 18th which has no homes along it, is 4 lanes with a raised median and sound walls. This is a horrible rd in the densest housing area in the city and a destination point for groceries and other businesses. AM PM is constantly busy and I implore you to please make this rd safer. As for Burton Rd, we need to put up flashing speed signs at least. We need more police patrols and safety upgrades. This rd has no sound walls, is 100 percent residential and a major East West Corridor with high traffic. Again, when you built 18th with 4 lanes, a raised median, sound walls and a 35 mph speed limit it was overkill. This street does not need to be 35. There are no home along 18th with the sound wall, its 4 wide lanes and safe,The speed should be 40. again, Burton Rd has none of this. I realize 112th was designated a safety corridor many years ago and much was going to be done but this rd is worse than ever. 4 new high density apartment projects have come in above 18th st and below you have the 4 seasons. It is a very good area for

freeway access and many people are moving into the area. 18th is great. Love the upgrade. We now need to look at 112th and Burton Rd/28th.

Response:

As you have recognized we focused on 18th Street first because it connects to I-205 and it helps provide relief for Burton and Mill Plain. We will be improving 18th on the west side of I-205 (from 97th to 107th) so this will provide additional relief for Burton. Hopefully 18th Street construction will begin in 2025.

As far as 112th, we have several improvements planned, but it takes time to implement. We plan on repaving 112th (Mill Plain to Burton) in 2026. In conjunction with the paving, we will be implementing complete street improvements to help make 112th safer for all modes of travel. There will be public outreach starting in the next year or two. We also have a long-term project to widen 112th, but it will require buying a lot of property which will make it costly and time consuming. Currently, there is no timeframe for the widening project.

As far as Burton, as I mention above, 18th improvements are intended to provide relief for Burton. In addition, we plan on repaving Burton around 2027. Similar to 112th, widening Burton will require a lot of property which will make it costly and time consuming. Currently, there is no timeframe for widening Burton.

8/29/2023 Cody
 Johnson

Comment:

Andresen between NE 78th St and NE 88th could really use a protected bike boulevard with trees for shade instead of the painted bike lanes it currently has. There's just too much traffic to comfortably and safely ride this stretch of road, which is too bad because there's a nice protected lane all the way to the mall just south of 78th.

Response:

Staff agrees with the comment, and have added a project along Andresen (Trans-1143) to the unfunded list.

Financial Analysis



Financial Analysis

Funding Overview

The City of Vancouver's Transportation Improvement Program consists of three different project lists: funded projects, partially funded projects, and unfunded projects. Projects on the funded list are considered fully funded for design, right-of-way acquisition, and construction. Projects on the partially funded list have funding for design and/or right-of-way acquisition, but do not have full funding for the construction phase. Projects on the unfunded list do not have any funding allocated to them at this time. Transitioning from only including projects on the unfunded list that will truly receive funding in the 6-year horizon, this is the reason for the 'within' and 'outside' 6-year unfunded lists.

Street Funding Strategy

Prior to 1995, the City of Vancouver began a street funding strategy for local revenue to use for transportation capital improvements. This strategy involved identifying a revenue source and then committing that revenue source for debt service on bonds. Proceeds from the bond sale were then leveraged with grant revenues to the maximum extent possible for transportation improvements. Coupled with impact fees and developer contributions, this strategy netted hundreds of millions worth of capital improvements but resulted in a cyclical search for new revenues to address the continued need for capital improvements. Since 2015, City Council searched for a reasonable mix of new revenue sources that could be used on a "pay-as-you-go" basis to fund capital improvements as well as halt the gradual decline in our system pavement condition index. Early in 2015, City Council established a goal to complete, by year-end *"an adopted street funding program that provides reliable, dedicated, long-term funding for streets, including pedestrian, bike and accessible infrastructure."* In late 2015, City Council enacted several revenue sources for streets including:

- Transportation Benefit District (TBD) and the City Council enacting a revenue source; a \$40 Vehicle License Fee.
- Business License Surcharge (BLS) \$20/employee. In 2023, the city council updated the business license surcharge calculation which is anticipated to provide additional revenue for transportation.
- Increased the Utility Tax on City Owned utilities dedicating the additional revenue for streets.
- Dedicated that revenue sources used to pay debt service on bonds (as described above) would continue to be dedicated for street purposes on a pay-as-you-go basis as debt is retired.
- Dedicated that revenue from the increased gas tax resulting from the 2015 state gas tax increase would be used for median maintenance and street sweeping to accomplish service level increases for esthetic purposes.
- In 2023, the city council and TBD implemented a 0.01% increase to the sales tax which will bring in additional revenue for transportation.

The 2023 annual street funding strategy report to the community and more information about the TBD can be found [here](#):

Local Funding Sources

Public Sources

- **Vehicle License Fee:** Fee authorized by the Vancouver Transportation Benefit District and collected by the Washington State Department of Licensing. Fee paid at time of license renewal, resulting in estimated annual revenue of \$5M.
- **0.01% Sales Tax:** Authorized by the Vancouver Transportation Benefit District and collected by the Washington State Department of Revenue. Tax paid on the sale of goods within the Vancouver City limits, resulting in estimated annual revenue of \$6M.
- **Motor Vehicle Fuel Tax aka State Gas Tax:** Typically, about \$3.5 million per year.
- **REET:** Real estate excise tax, varies per year, depending on real estate transactions.
- **Bonds (debt):** Periodically the City sells bonds for transportation construction projects. Revenues to pay those debts come from several sources including gas tax, general fund, REET, and business license surcharge.
- **Business License Surcharge (BLS):** Beginning in 2023, the City overhauled the way the BLS is calculated. The changes are expected to bring in \$5M per year which is \$2M more than we received previously.
- **Utility Tax:** 1.5% Utility Tax on gross receipts for city-owned utilities including water, sewer, surface water and solid waste. This tax raises \$1.5M annually.

Private Sources

- **Direct Construction:** Private developers are required to build or improve on-site roadways and may also be required to make off-site improvements to comply with concurrency or SEPA impacts.
- **Traffic Impact Fees (TIF):** The City maintains a TIF program (fees paid by a developer per new trip) which historically covers about 10% of the annual construction program.
- **Proportionate Share Contributions:** Developer contributions toward an improvement project to meet concurrency or safety requirements.

Grant Programs

Federal Grant Programs

- **RAISE:** Rebuilding American Infrastructure with Sustainability and Equity—competitive, discretionary grant awarded by U.S. Department of Transportation to local agencies; focus is on large scale transportation projects that catalyze economic development.
- **Earmarks:** Earmarks are federal discretionary spending funds allocated by Congress for specific projects that are not required to go through the competitive grant allocation process.

- **CDBG:** Community Development Block Grant—periodically available for public street infrastructure (typically used for small sidewalk and ADA ramp improvements).
- **STBG:** Surface Transportation Block Grant funds are allocated by the SW Washington Regional Transportation Council and then, through a competitive grant process, to jurisdictions in the region.
- **TAP:** Transportation Alternatives Program—provides funding for alternative modes of transportation projects (i.e. modes other than vehicles).
- **Safe Streets and Roads for All (SS4A):** To support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and, micro mobility users; motorists; and commercial vehicle operators.
- There are many other federal funding sources that are not listed.

State Grant Programs

- **Freight Mobility Strategic Investment Board:** This program provides resources provide resources to make strategic investments that support freight capacity and movement.
- **Transportation Improvement Board (TIB):** Funded with a small portion of the state gas tax, TIB is the main source for state grant funds to state agencies. Vancouver competes with other urban jurisdictions in Washington State for funds from several TIB grant programs. For example: urban arterial; urban sidewalk; and complete street programs.
- **Safety Routes to School:** Improve safety and mobility for children by enabling them to walk and bicycle to school. Funding from this program is for projects within two-miles of primary, middle and high schools (K-12).
- **Pedestrian and Bicycle Program:** Improve the transportation system to enhance safety and mobility for people who choose to walk or bike.
- **Washington Traffic Safety Commission Grant Program:** Grants awarded on an annual cycle, focusing on projects that address one or more of the top Target Zero priorities including impaired driving, speeding, young drivers, seat belts and occupant protection, distracted driving, and traffic records.
- **WSDOT City Safety:** Federal Highway Safety Improvement Program funds are allocated by the Washington State Department of Transportation (WSDOT) on a competitive basis to reduce fatal and serious injury crashes on city streets using engineering improvements/countermeasures.
- **Regional Mobility Grant:** Supports local efforts to improve connectivity between counties and regional population centers, and reduce transportation delay. The program funds: new transit services, park and ride lots, transportation demand management programs, transit speed and reliability improvements, new buses, transit service expansion.
- There are many other state funding sources that are not listed.

The table and graphs on the next few pages show the historical and forecasted revenues and expenses for streets in the City of Vancouver.

Transportation Financial Data
Includes Street Funding Strategy revenues (SFS)*

	2018	2019**	2020	2021	2022	2023
STREET MAINTENANCE						
Expenses						
Street Maintenance (funds 102 & 103)						
Pavement Management	11,753,010	12,578,666	5,861,428	15,826,629	13,959,111	16,522,743
Signs and Striping	1,388,663					
Signals	1,659,464					
Street Lights	1,950,805					
Street Maintenance	1,877,934	7,431,501	6,360,787	6,951,194	7,875,518	9,355,091
Administration	3,531,296	772,823	1,111,056	1,087,945	1,006,780	1,222,423
Traffic Engineering	962,404	5,077,153	4,075,256	4,711,149	4,158,919	4,810,728
Additional Right-of-Way maintenance	518,692	778,907	751,806	943,832	958,017	1,211,620
Sidewalk Maintenance	127,382	609,942	368,105	289,595	573,674	433,528
Transportation Design	864,175	731,787	2,277,640	953,989	1,013,935	1,053,220
Subtotal Street Maintenance Expenses	24,633,824	27,980,780	20,806,078	30,764,333	29,545,954	34,609,353
Transportation Debt Service paid by Fund 102	648,930	-	-	255,062	141,157	139,790
Transfers to Transportation Capital	471,845	363,163	1,644,985	335,501	474,088	315,000
Total Street Maintenance Expenses	25,754,599	28,343,943	22,451,063	31,354,896	30,161,199	35,064,142
Revenues						
Street Maintenance						
Property Taxes	204					
Real Estate Excise Tax	3,740,188	4,749,199	4,512,843	6,614,807	6,109,706	3,678,721
Motor Vehicle Fuel Tax	4,238,774	3,667,489	3,112,919	2,875,892	2,846,272	3,660,024
General Fund	9,307,926	10,500,739	11,274,588	13,021,019	11,497,035	15,035,110
Grants		1,668,000	247,106	212,661	-	1,223,726
SFS Revenues for operations and maintenance *	5,331,848	5,812,881	4,225,836	7,132,391	8,169,899	6,659,788
Miscellaneous	2,110,271	1,618,285	1,833,364	1,366,119	1,926,711	3,361,991
Total Street Maintenance Revenues	24,729,211	28,016,593	25,206,657	31,222,889	30,549,623	33,619,361

TRANSPORTATION DEBT

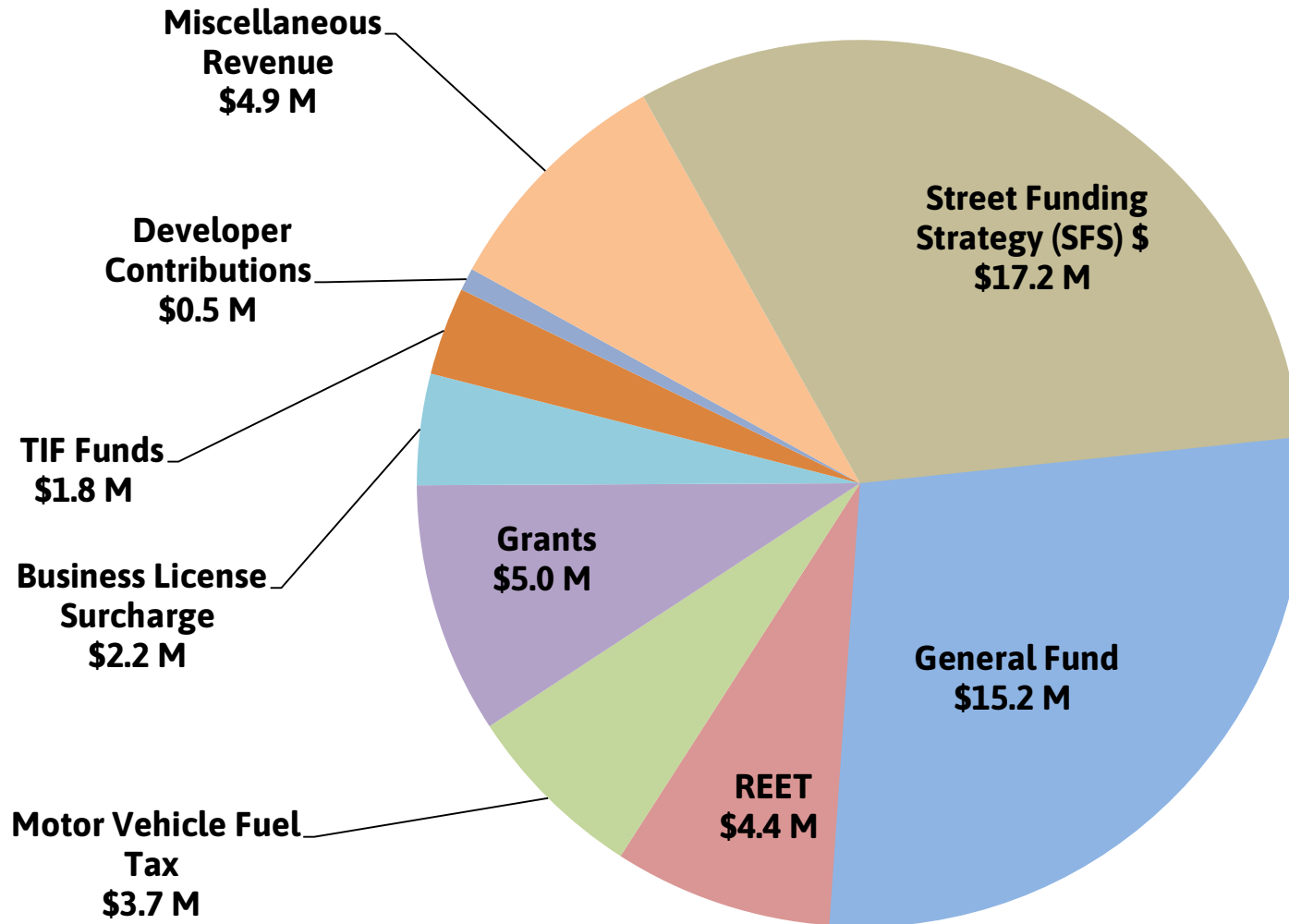
Expenses						
Yearly Debt Service	4,579,280	3,929,685	3,576,973	2,784,365	2,793,033	2,791,401
Revenues						
Debt Service Revenues						
General Fund	1,485,171	1,485,760	996,600	205,505	204,345	204,113
Energy Savings in Street Fund			140,000	140,000	150,000	150,000
Employee Surcharge	1,943,324	1,944,342	1,938,660	1,935,727	1,938,395	1,937,563
Motor Vehicle Fuel Tax	648,930	-	-	-	-	-
REET	501,855	499,583	501,713	503,133	500,293	499,725
Total Debt Service Revenues	4,579,280	3,929,685	3,576,973	2,784,365	2,793,033	2,791,401

TRANSPORTATION CAPITAL

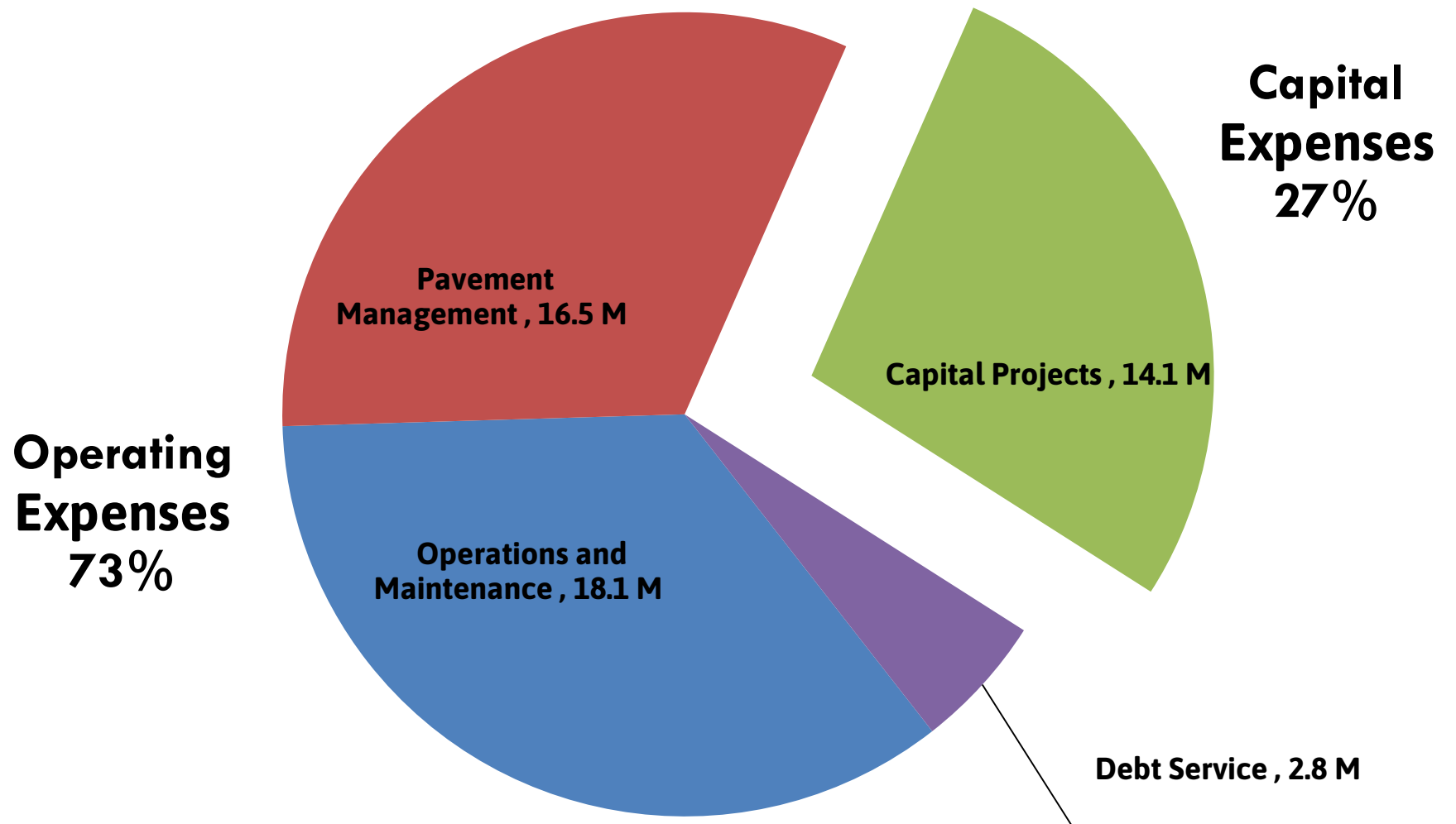
Expenses (funds 330 & 331)						
Transportation Capital Expenses						
Capital Expenses	6,636,538	7,556,686	11,039,560	4,026,993	17,694,644	14,146,442
Revenues						
Transportation Capital Revenues						
REET	167,620	161,672	165,714	171,372	182,492	198,916
Grants	1,289,167	1,208,674	2,981,921	911,134	8,467,369	3,804,553
Developer Participation	6,000	479,686	503,568	98,078	526,474	449,082
Intergovernmental Loan Proceeds			2,855,462	-	-	-
General Fund	34,468	37,431		54,682	663,751	-
Street Maintenance Fund	460,013	344,462	107,181	185,000	165,000	315,000
Transportation Special Revenue Fund	76,656	906,982	123,781	119,994	642,270	288,070
TIF Funds	1,623,486	420,003	855,760	383,321	924,119	1,767,072
Bond Capital Fund	1,684,090	1,766,098	331,451	-	-	-
SFS Revenues for Capital *	1,811,832	1,818,701	3,628,947	1,480,501	5,349,119	10,605,000
Sale of land		848,000		235,337	-	
Miscellaneous Revenue	201,287	596,523	18,700	1,274,092	191,619	1,492,512
Total Capital Revenues	7,354,619	8,588,231	11,572,484	4,913,510	17,112,212	18,920,205

*See link for SFS annual report to the community including annual revenues an www.cityofvancouver.us/betterstreets
**In 2019 the City switch to a new financial system. Therefore, the catagories for cost tracking are different.

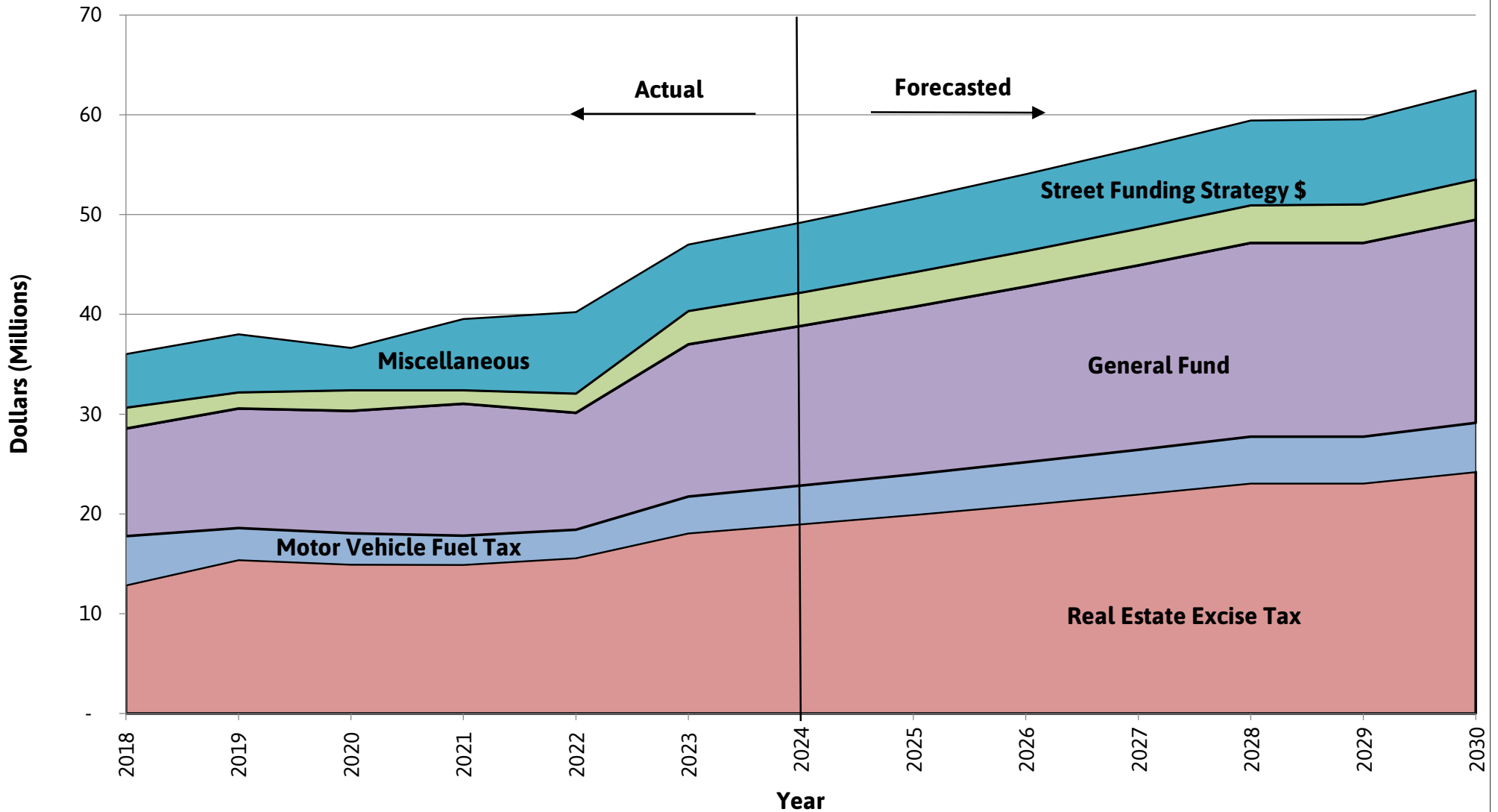
2023 Streets Revenue Operating and Capital \$54.9 Million



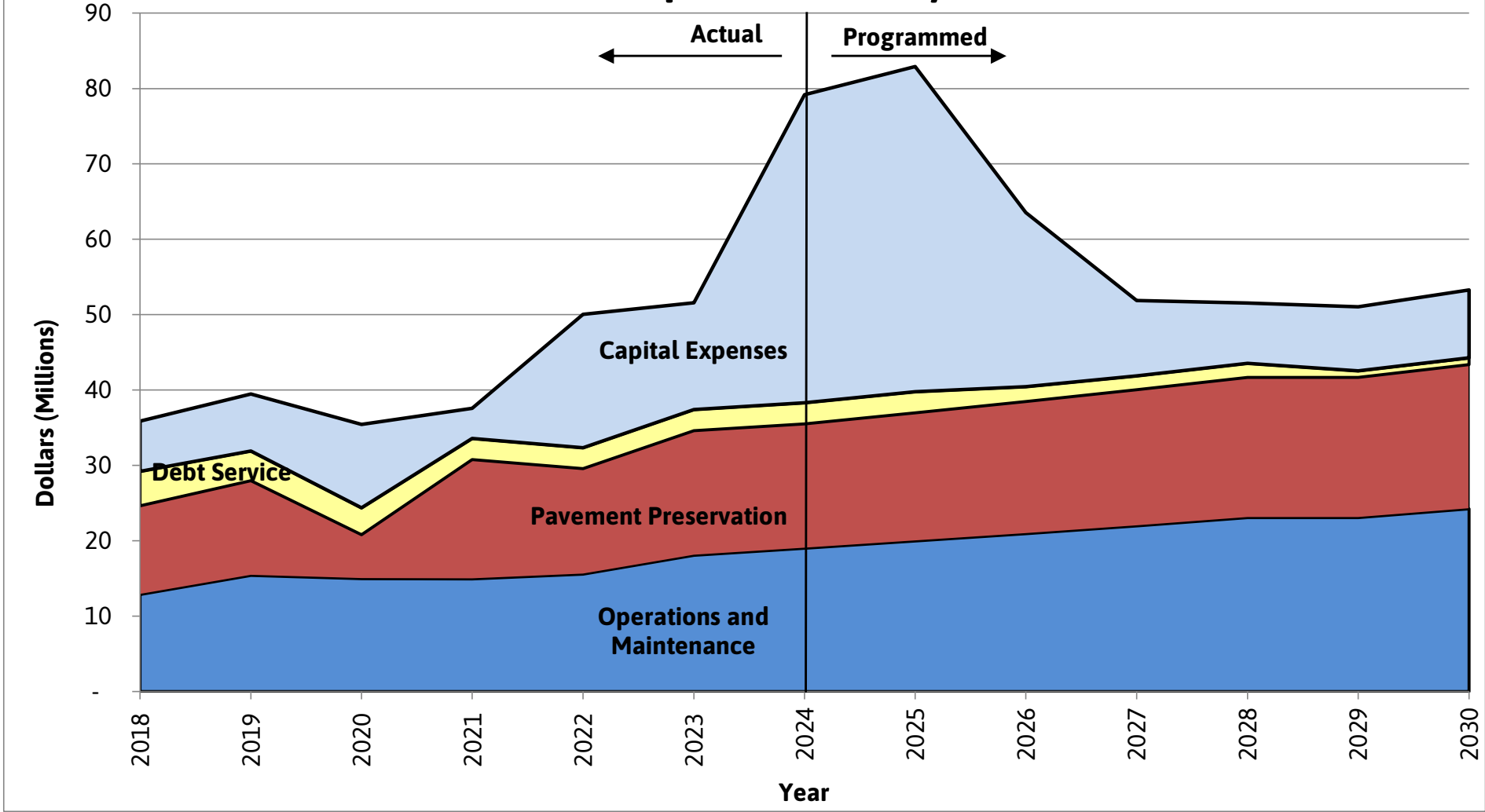
2023 Streets Expenses Operating and Capital \$51.5 Million



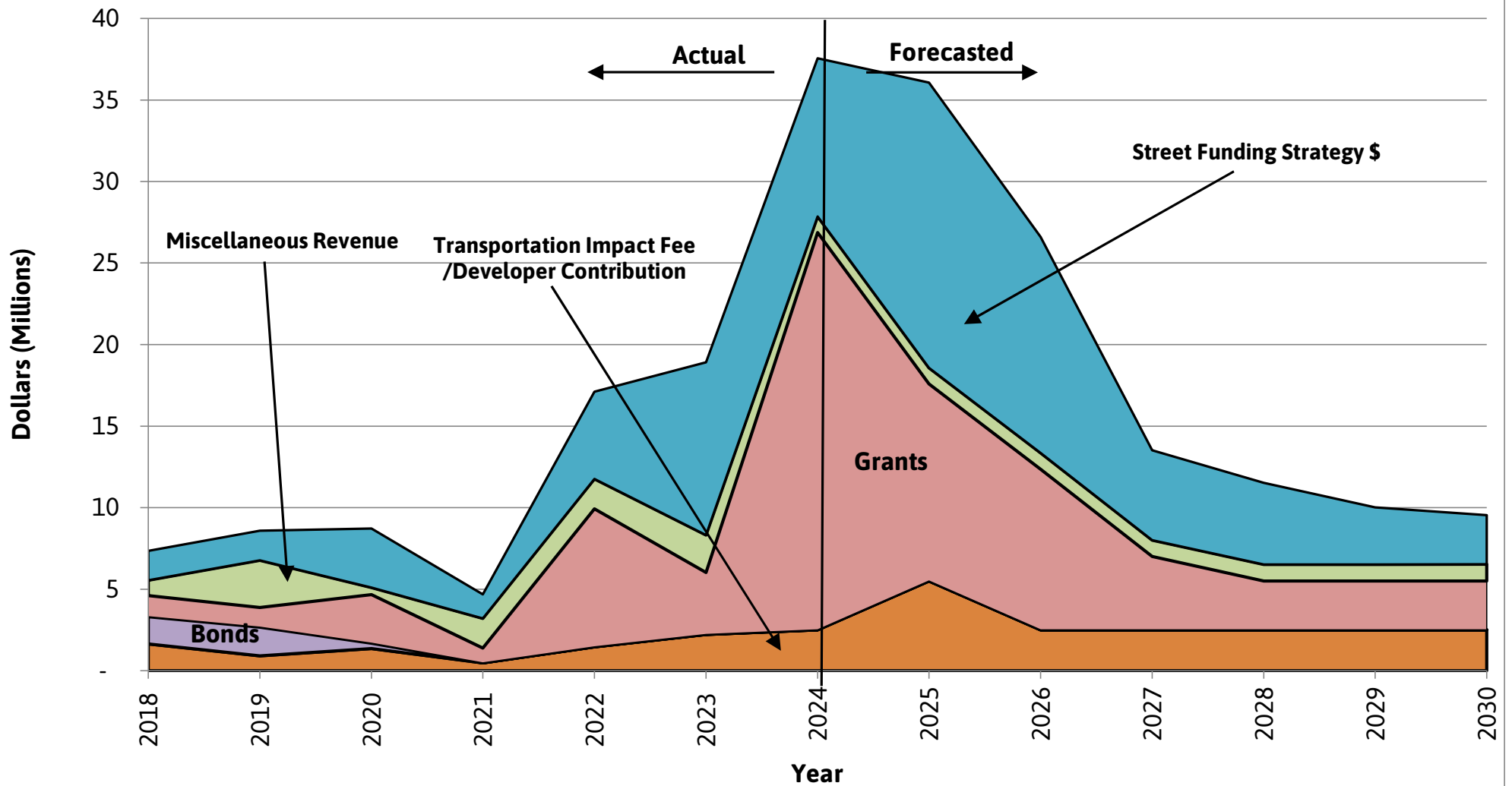
Revenue Supporting Street Operations, Pavement Preservation, and Debt Service



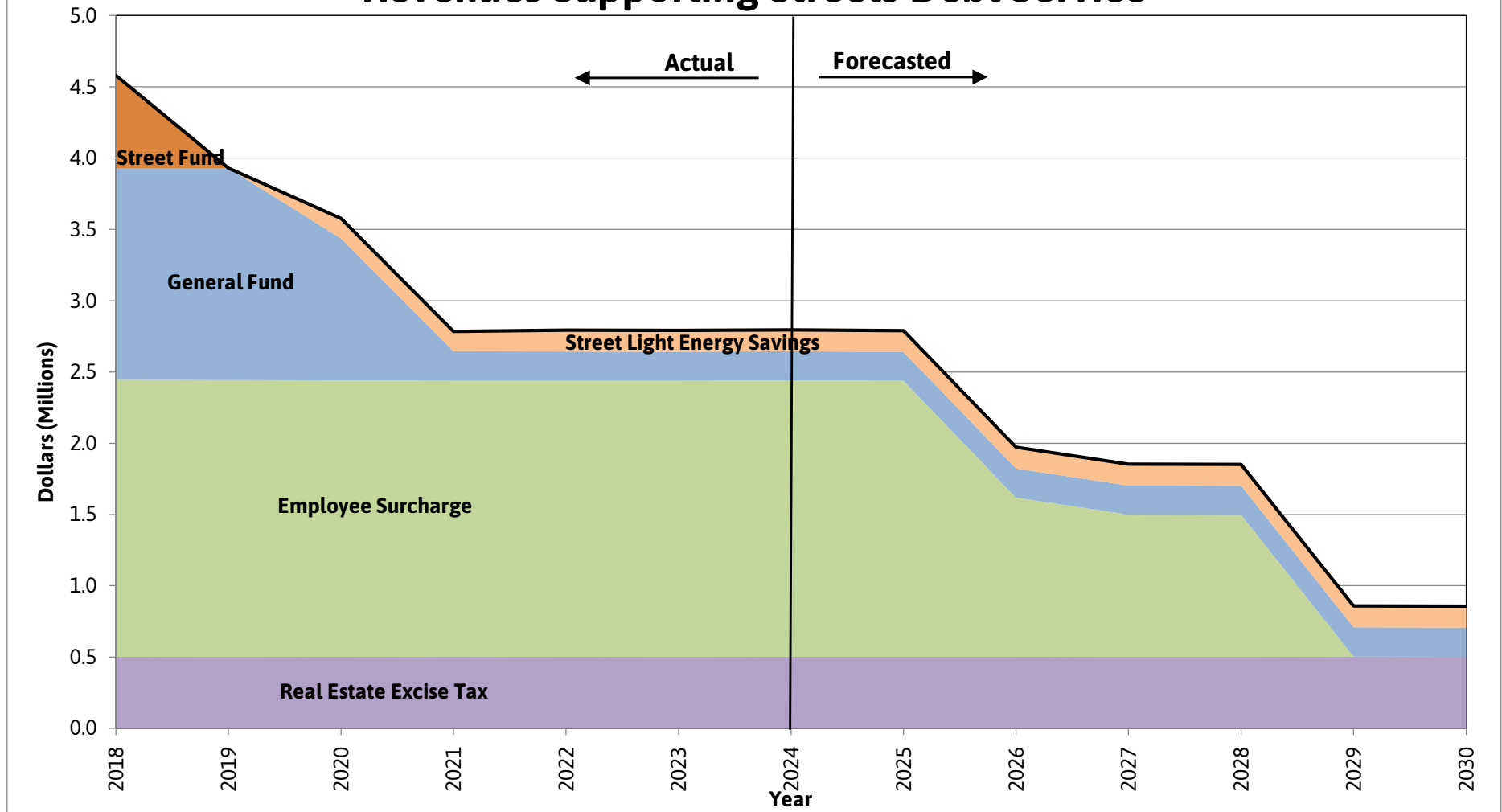
Total Streets Expenses History and Forecasts



Revenues Supporting Streets Capital Projects & Programs



Revenues Supporting Streets Debt Service



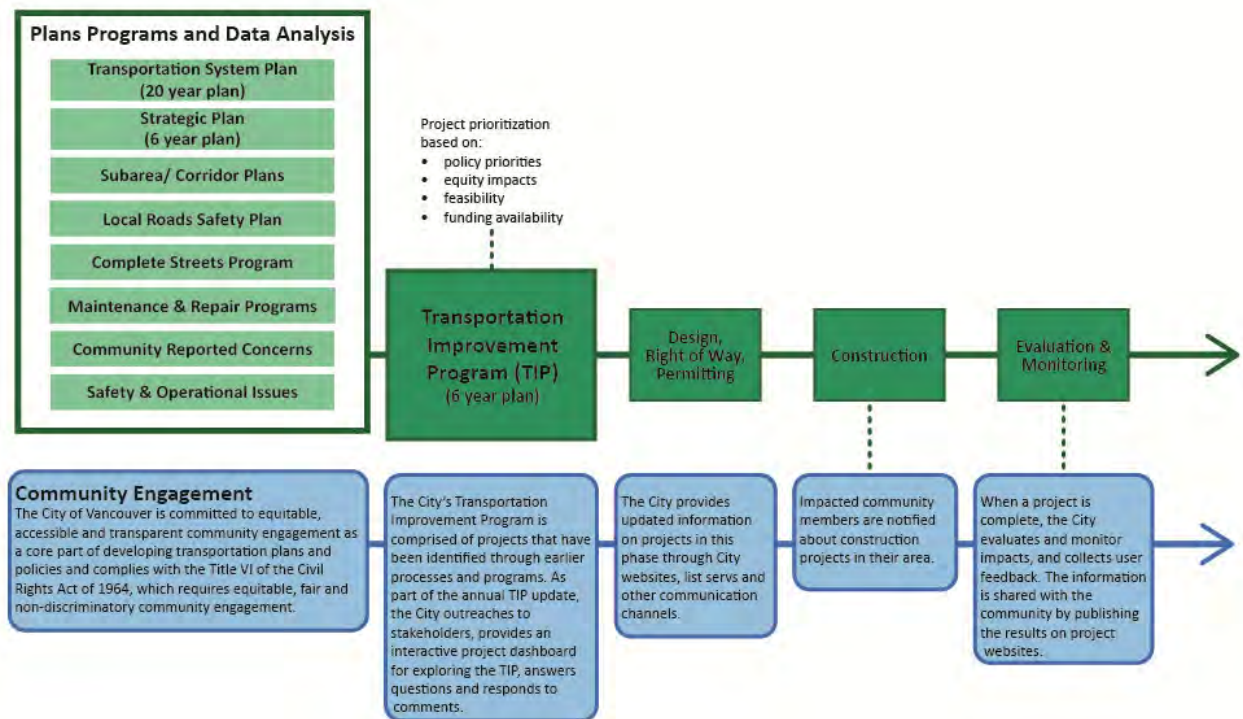
Project Implementation



Project Implementation

Transportation capital improvement projects are added to the TIP through various sources. The various sources include the Transportation System Plan, Strategic Plan, Subarea/Corridor Plans, safety issues identified through the Local Road Safety Plan, congestion issues, private development, and public comments. Project ideas are vetted by planning and public works staff and added to the TIP accordingly.

After projects are added to the TIP, opportunities are explored for funding and coordination with other work (for example pavement management or utility work). Public outreach and further project refinement are performed during the entire life cycle of the project. Once projects are fully funded and designed, construction can commence. The diagram below shows how a project is developed, added to the TIP, and ultimately constructed.



TIP Prioritization



TIP Prioritization Process

The City is implementing a new prioritization process that was used to score the [Transportation System Plan \(TSP\)](#) projects in 2023. The new TIP Prioritization process organizes existing and potential transportation projects for the City of Vancouver in alignment with the City's strategic goals and policies. Scoring criterion are created to reflect the strategic goals, city policies, and management directives. Each project is scored on all the criterion which helps ensure fair comparisons. The result is a transparent and defensible decision-making tool to allocated limited resources to long list of worthy project priorities.

The partially funded and near-term unfunded projects are scored. The scores for those projects can be found on the left side of the project lists. Fully funded projects are not scored because the city has already obtained the resources necessary to construct them.

Prioritization Tool

The prioritization tool includes three phases of scoring. Phase 1 is where to invest, phase 2 is when to invest, and phase 3 is estimated costs. The following are descriptions of the phases and priority criteria utilized in the TIP prioritization tool.

Phase One: Geographic Screening (Where should we invest?)

Criteria
Equity Index
Collisions
*Essential Spaces and Places
Future Growth Areas



Ranking
High
Medium
Low

*e.g., Schools, parks, trails, natural areas, community centers, and many other factors

Phase Two: Implementation Screening (When should we invest?)

Criteria
Pavement Opportunity
Agency Coordination
*Quick Wins
ROW Impacted
**Environmental Impacts



Timing
Near-Term
Medium-Term
Long-Term

*e.g., Bike network, sidewalk gap, and many other factors

**Critical and archaeological or culturally significant area

Phase three: Cost Estimate (Magnitude of resources needed to construct each project.)

Construction
Sidewalk Infill
ROW Impacted
Length of roadway
Crossing needed
Earthwork needed
New structure
Drainage/conveyance
Creek crossing
Roadway widening



Cost Magnitude
High
Medium
Low

Prioritize Projects

The final step of the TIP prioritization process consists of organizing the projects into priority groups (highest, medium, and lowest). In theory, the highest projects should be funded first and included in the 6-year TIP. The medium and lowest priority projects will be completed in the 6 to 20-year horizon as funding allows. Although there are instances where medium and lowest priority projects receives funding and are added to the 6-year TIP. Staff will continually evaluate the prioritization process to ensure that the priorities align with city goals.

Priority Group	P1: Geographic Screening	P2: Implementation Screening	P3: Cost Estimate
Highest	High	Near-Term	Low
Highest	High	Medium-Term	Low
Medium	High	Long-Term	Low
Medium	High	Near-Term	Medium
Medium	High	Medium-Term	Medium
Lowest	High	Long-Term	Medium
Medium	High	Near-Term	High
Lowest	High	Medium-Term	High
Lowest	High	Long-Term	High
Medium	Medium	Near-Term	Low
Medium	Medium	Medium-Term	Low
Lowest	Medium	Long-Term	Low
Medium	Medium	Near-Term	Medium
Medium	Medium	Medium-Term	Medium
Lowest	Medium	Long-Term	Medium
Lowest	Medium	Near-Term	High
Lowest	Medium	Medium-Term	High
Lowest	Medium	Long-Term	High
Lowest	Low	Near-Term	Low
Lowest	Low	Medium-Term	Low
Lowest	Low	Long-Term	Low
Lowest	Low	Near-Term	Medium
Lowest	Low	Medium-Term	Medium
Lowest	Low	Long-Term	Medium
Lowest	Low	Near-Term	High
Lowest	Low	Medium-Term	High
Lowest	Low	Long-Term	High

Priority Groups - Funded List	
Highest	Not scored since the City is already committed to build
Medium	Not scored since the City is already committed to build
Lowest	Not scored since the City is already committed to build
Priority Groups - Partially Funded List	
Highest	None
Medium	TRANS-922, 1113, 1114
Lowest	TRANS-444, 527, 603, 607, 723, 839, 843, 873, 879, 888, 898, 923, 924, 944, 946
Priority Groups - Unfunded List	
Highest	None
Medium	TRANS-914, 1115, 1116
Lowest	TRANS-847, 880, 887, 891, 907, 927, 928, 929, 930, 934, 936, 937, 938, 1119

TIP Changes



2025-2030 TIP Changes

This section provides an overview of the changes from the previous 6-year project list (2024-2029) to this year's 6-year project list (2025-2030). The changes are segmented by: projects removed; projects added; and other changes.

Projects Removed:	TIP ID:	Project Type:	Comments:
SE 136 th Ave. at SE 7 th St.	TRANS-363	Signal Improvements	Removed from unfunded list, does not meet signal warrants
NE 162 nd Avenue and NE 34 th Street Signal	TRANS-867	Signal Improvements	Removed from unfunded list, does not meet signal warrants
SE Chkalov Drive Safety and Mobility	TRANS-939	Signal Improvements	Removed from unfunded list, included in TRANS-921
SE 34 th St. and SE 192 nd Ave Intersection Improvements	TRANS-912	Active Transportation	Removed from unfunded list, intersection fully built
NE Fourth Plain Blvd. and Broadway Intersection Safety Improvements	TRANS-940	Active Transportation	Removed from unfunded list, included in C-Tran BRT project
NE 87 th Ave./Lieser Rd. Realignment	TRANS-583	Arterial Improvements	Removed from unfunded list, private development on corner changed making project not viable
NE Fourth Plain/SB Andresen Rd. Intersection Improvements	TRANS-906	Arterial Improvements	Project will be completed in 2024
W. Fourth Plain and Franklin St. Intersection Improvement	TRANS-866	Signal Improvements	Project will be completed in 2024
NE 68 th Street Sidewalk	TRANS-878	Active Transportation	Project will be completed in 2024
NE 18 th St. and Burnt Bridge Creek Enhanced Pedestrian Improvements	TRANS-918	Active Transportation	Project will be completed in 2024
NE 192 nd Avenue & NE 13 th Street Intersection Improvements	TRANS-851	Arterial Improvements	Project will be completed in 2024

Projects Added:	TIP ID:	Project Type:	Comments:
NE 52 nd St. and NE 135 th Ave Pedestrian Crossing (Image Elementary)	TRANS-1115	Signal Improvements	New project added to unfunded list
136 th Ave and Wy'east Middle School Pedestrian Crossing	TRANS-1116	Signal Improvements	New project added to unfunded list
NE 72 nd Ave – Sidewalk Infill (Walnut Grove Elementary)	TRANS-1119	Active Transportation	New project added to unfunded list
Fourth Plain Blvd. and Laurel Pl. Pedestrian Crossing	TRANS-1117	Signal Improvements	New project added to funded list

Fourth Plain Blvd. and Watson Ave. Pedestrian Crossing	TRANS-1118	Signal Improvements	New project added to funded list
Z St. Sidewalk Infill – Fourth Plain Blvd. to NE 26 th St.	TRANS-1120	Active Transportation	New project added to funded list
Rossiter Ln. to BBC Pedestrian Connector	TRANS-1122	Active Transportation	New project added to funded list
Todd Rd. Sidewalk Infill – Fourth Plain Blvd. to 18 th St.	TRANS-1123	Active Transportation	New project added to funded list
Stapleton Rd. Mobility Improvements – Fourth Plain Blvd. to 18 th St.	TRANS-1124	Active Transportation	New project added to funded list
Neals Ln. Sidewalk Extension – E 24 th St. to E 28 th St.	TRANS-1121	Active Transportation	New project added to funded list
Fourth Plain Blvd. and E Reserve St. Enhanced Pedestrian Crossing	TRANS-1125	Signal Improvements	New project added to funded list
Ft. Vancouver High School Pedestrian Connection between Fourth Plain Blvd. and NE Campus Dr.	TRANS-1126	Active Transportation	New project added to funded list
North-South Pedestrian Access between 57 th Ave. and 62 nd Ave. from Fourth Plain Blvd. and NE 34 th Ave.	TRANS-1127	Active Transportation	New project added to funded list
Brandt Rd. Traffic Calming – Fourth Plain Blvd. to E 18 th St.	TRANS-1128	Active Transportation	New project added to unfunded list (outside 6-year)
N Grand Blvd. Traffic Calming – Fourth Plain Blvd. to E 18 th St.	TRANS-1129	Active Transportation	New project added to unfunded list (outside 6-year)
Fourth Plain Blvd. and BBC Trail Crossing Intersection Mural	TRANS-1130	Active Transportation	New project added to unfunded list (outside 6-year)
Safe Routes to Schools Program/Pedestrian Program	TRANS-1131	Program	New program added
City Safety Program	TRANS-1132	Program	New program added
Lighting for Pedestrian Safety Program	TRANS-1133	Program	New program added
Automated Enforcement Program	TRANS-1134	Program	New program added
Ped/Bike/Small Mobility Wayfinding Program	TRANS-1135	Program	New program added
Waterfront Way Traffic Calming	TRANS-1113	Active Transportation	New project added to partially funded list
State Route 500 – 54 th and 42 nd Intersection Improvements	TRANS-1114	Signal Improvements	New project added to partially funded list
NE Andresen Rd. Sidewalk – NE 78 th St. to NE 84 th St.	TRANS-1143	Active Transportation	New project added to unfunded list (outside 6-year)
SE 29 th St. – SE 176 th Ave to SE 192 nd Ave.	TRANS-909	Arterial Improvements	Renewed project added to unfunded list (outside 6-year)

Van Plaza Drive Enhanced Pedestrian Crossing	TRANS-1144	Active Transportation	New project added to funded list
SE 29 th St. – SE 176 th Ave. to SE 192 nd Ave.	TRANS-909	Arterial Improvements	New project added to unfunded list (outside 6-year), developer build

Other Changes:	TIP ID:	Project Type:	Comments:
Main Street Promise	TRANS-495	Arterial Improvements	Changed 'Project Type' from Active Transportation to Arterial Improvements
E 33 rd Street Complete Street Project – Main Street to P Street	TRANS-922	Active Transportation	Moved from funded to partially funded list, mistakenly placed on funded list last year
E 29 th Street Complete Street Project – Kauffman Ave to Neals Ln	TRANS-923	Active Transportation	Moved from funded to partially funded list, mistakenly placed on funded list last year
Jefferson St. – W. Evergreen to W. Mill Plain Blvd.	TRANS-531	Arterial Improvements	Moved from partially funded to funded list
NE Hazel Dell Ave/BBC Trail Crossing	TRANS-910	Active Transportation	Moved from partially funded to funded list
MacArthur/Mill Plain Complete Street Improvements	TRANS-917	Active Transportation	Moved from partially funded to funded list
MacArthur Blvd. – Mill Plain Blvd. to Blandford Dr.	TRANS-938	Arterial Improvements	Changed name to reflect project more accurately
MacArthur Blvd. – Blandford Dr. to Lieser Rd.	TRANS-892	Arterial Improvements	Changed name to reflect project more accurately
MacArthur Blvd./ S. Lieser Rd. and St. Helens Ave. Intersection	TRANS-603	Signal Improvements	Moved from unfunded to partially funded list
SE 20 th St. and SE 176 th Ave.	TRANS-723	Signal Improvements	Moved from unfunded to partially funded list
NE Fourth Plain Safety Improvements – Ft. Vancouver Way to 62 nd Ave.	TRANS-258	Active Transportation	Changed name to reflect project more accurately and moved from unfunded to funded list
Fourth Plain Blvd. Multiuse Path – E 62 nd Ave. to Andresen Rd.	TRANS-946	Active Transportation	Moved from unfunded to partially funded list
Complete Streets/Multimodal Safety and Accessibility	TRANS-844	Program	Changed name to reflect program more accurately
Multiple unfunded projects moved outside of 6-year horizon	Varies	Varies	Eventually will move projects outside 6-year horizon to capital facilities plan
NE 184 th Ave. – NE 4 th St. to 18 th St.	TRANS-717	Arterial Improvements	Changed name to reflect project more accurately
Heights Grand Loop – Devine Rd. to MacArthur Blvd.	TRANS-944	Arterial Improvements	Changed 'Project Type' from Active Transportation to Arterial Improvements

Amtrak Multimodal Access – W 11 th St.	TRANS-905	Active Transportation	Changed name to reflect project more accurately
MacArthur/Mill Plain Complete Street Project – Brandt Rd to Blandford Dr	TRANS-917	Active Transportation	Changed name to reflect project more accurately
NE 18 th St. – NE 141 st Ave. to NE 162 nd Ave.	TRANS-444	Arterial Improvements	Changed name to reflect project more accurately
W 39 th and Daniels Pedestrian Improvements (Lincoln Elementary)	TRANS-914	Active Transportation	Changed name to reflect project more accurately

Other:	Project Type:	Comments:
Non-City Projects Removed:		
Mill Plain BRT (funded)	C-Tran	Project completed in 2023
Non-City Projects Added:		
C-Tran Fourth Plain BRT Extension	C-Tran	New project added

Six-Year Project List





2025-2023 Transporation Improvement Program - FUNDED PROJECTS

Note: All costs are in 2024 dollars. 2024 shown for reference only (6-year plan is for 2025-2030).

EXST \$=current non-grant revenue sources; SFS \$=street funding strategy non-grant revenue sources; GRANT \$=existing and potential grants; Bold/Italicized=potential grant \$

						2024	2025	2026	2027	2028	2029	2030		
	Project ID	Project Name	Project Type	Funding Type	Spent to Date (Mar 1 2024)	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	6-Year Total	TIF Area old/new
FUNDED PROJECTS														
			Arterial Improvements											
	TRANS-275 PRJ071237	NE 137th Ave. - NE 49th St. to NE Fourth Plain Blvd. Design Phase - Funded - Completed Right-of-Way Phase - Funded - Completed Construction Phase - Funded - Started	Arterial Improvements	EXST \$ SFS \$ GRANT \$ TOTAL \$	\$5,795,615 	\$2,000,000 \$3,400,000 \$5,400,000 \$10,800,000	\$1,000,000 \$1,600,000 \$2,600,000 \$5,200,000						\$1,000,000 \$1,600,000 \$2,600,000 \$5,200,000	Evergreen/Pacific
	TRANS-495 PRJ100358	Main Street Promise Design Phase - Funded - Started Right-of-Way Phase - Started Construction Phase - Funded - Not started	Arterial Improvements	EXST \$ SFS \$ GRANT \$ TOTAL \$	\$2,610,036 	 \$4,000,000 \$10,000,000 \$10,000,000	\$6,000,000 \$4,000,000 \$10,000,000						\$6,000,000 \$4,000,000 \$0 \$10,000,000	Vancouver/Columbia
	TRANS-531 PRJ071247	Jefferson St. - W. Evergreen to W. Mill Plain Blvd. Design Phase - Funded - Started Right-of-Way Phase - Funded - Started Construction Phase - Funded - Not started	Arterial Improvements	EXST \$ SFS \$ GRANT \$ TOTAL \$	\$1,126,266 	 \$1,000,000 \$3,000,000 \$4,000,000	\$1,000,000 \$2,000,000 \$2,000,000 \$5,000,000						\$1,000,000 \$2,000,000 \$2,000,000 \$5,000,000	Vancouver/Columbia
	TRANS-870 PRJ072617	SE 1st St. - SE 177th Ave. to SE 192nd Ave. Design Phase - funded by developer - Completed Right-of-Way Phase - Funded by developer - Completed Construction Phase - Funded - Started	Arterial Improvements	EXST \$ SFS \$ GRANT \$ TOTAL \$	\$830,225 	\$3,000,000 \$3,000,000 \$4,000,000 \$10,000,000	\$1,000,000 \$1,000,000						\$1,000,000 \$0 \$0 \$1,000,000	East City/Cascade
			Signal and Lighting Improvements											
	TRANS-908 PRJ100662	SE Mill Plain Aerial Fiber Removal - partially funded by TRANS-237 Design Phase - Funded - Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Signal and Lighting Improvements	EXST \$ SFS \$ GRANT \$ TOTAL \$	\$9,137 	\$50,000 \$50,000	\$50,000 \$50,000						\$50,000 \$0 \$0 \$50,000	Vancouver/Columbia
new	TRANS-1117	Fourth Plain Blvd. and Laurel PL Pedestrian Crossing Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Signal and Lighting Improvements	EXST \$ SFS \$ GRANT \$ TOTAL \$	\$0 	 \$0	 \$100,000 \$100,000						\$0 \$0 \$500,000 \$500,000	Vancouver/Columbia
new	TRANS-1118	Fourth Plain Blvd. and Watson Ave. Pedestrian Crossing Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Signal and Lighting Improvements	EXST \$ SFS \$ GRANT \$ TOTAL \$	\$0 	 \$0	 \$100,000 \$100,000						\$0 \$0 \$500,000 \$500,000	Vancouver/Columbia
new	TRANS-1125	Fourth Plain Blvd. and E Reserve St. Enhanced Pedestrian Crossing Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Signal and Lighting Improvements	EXST \$ SFS \$ GRANT \$ TOTAL \$	\$0 	 \$0	 \$70,000 \$700,000						\$0 \$0 \$770,000 \$770,000	Vancouver/Columbia
			Active Transportation Improvements											
	TRANS-258 PRJ072463	NE Fourth Plain Safety Improvements - Ft. Vancouver Way to 62nd Ave. Design Phase - Funded - Started Right-of-Way Phase - Funded - Started Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$ SFS \$ GRANT \$ TOTAL \$	\$428,816 	\$500,000 \$500,000	\$500,000 \$500,000						\$500,000 \$0 \$0 \$500,000	Vancouver/Columbia/Cascad



2025-2023 Transporation Improvement Program - FUNDED PROJECTS

Note: All costs are in 2024 dollars. 2024 shown for reference only (6-year plan is for 2025-2030).

EXST \$=current non-grant revenue sources; SFS \$=street funding strategy non-grant revenue sources; GRANT \$=existing and potential grants; Bold/Italicized=potential grant \$

						2024	2025	2026	2027	2028	2029	2030		
	Project ID	Project Name	Project Type	Funding Type	Spent to Date (Mar 1 2024)	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	6-Year Total	TIF Area old/new
FUNDED PROJECTS														
	TRANS-740 PRJ071455	Evergreen Hwy. Pathway - SE Chelsea Ave. to SE Image Rd.	Active Transportation Improvements	EXST \$	\$531,460								\$0	East City/Cascade
		Design Phase - Funded - Started		SFS \$		\$50,000	\$450,000						\$450,000	
		Right-of-Way Phase - Funded - Started		GRANT \$		\$50,000	\$450,000						\$450,000	
		Construction Phase - Funded - Not started		TOTAL \$		\$100,000	\$900,000	\$0	\$0	\$0	\$0	\$0	\$900,000	
	TRANS-889 PRJ100592	NE 18th St. and N. Devine Rd. ADA Improvements	Active Transportation Improvements	EXST \$	\$138,624								\$0	Vancouver/Columbia
		Design Phase - Funded - Started		SFS \$		\$200,000	\$100,000						\$100,000	
		Right-of-Way Phase - Funded - Started		GRANT \$			\$50,000	\$500,000					\$550,000	
		Construction Phase - Funded - Not started		TOTAL \$		\$200,000	\$150,000	\$500,000	\$0	\$0	\$0	\$0	\$650,000	
	TRANS-899 PRJ100672	NE Fourth Plain Blvd. - Enhanced Pedestrian Crossings	Active Transportation Improvements	EXST \$	\$47,340								\$0	Vancouver/Columbia
		Design Phase - Funded - Started		SFS \$		\$450,000	\$250,000						\$250,000	
		Right-of-Way Phase - N/A		GRANT \$									\$0	
		Construction Phase - Funded - Not started		TOTAL \$		\$450,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000	
	TRANS-910 PRJ100914	NE Hazel Dell Ave./BBC Trail Crossing	Active Transportation Improvements	EXST \$	\$39,872								\$0	Vancouver/Columbia
		Design Phase - Funded - Started		SFS \$		\$100,000	\$300,000						\$300,000	
		Right-of-Way Phase - Funded - Started		GRANT \$			\$500,000						\$500,000	
		Construction Phase - Funded - Not started		TOTAL \$		\$100,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$800,000	
	TRANS-917 PRJ100336	MacArthur/Mill Plain Complete Street Improvements	Active Transportation Improvements	EXST \$	\$158								\$0	Vancouver/Columbia
		Design Phase - Funded - Started		SFS \$			\$10,000						\$10,000	
		Right-of-Way Phase - N/A		GRANT \$		\$500,000							\$0	
		Construction Phase - Funded - Not started		TOTAL \$		\$500,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000	
	TRANS-919 PRJ100889	SE 34th Street Complete Street Project - 162nd Ave. to 192nd Ave.	Active Transportation Improvements	EXST \$	\$202,181								\$0	Vancouver/Columbia
		Design Phase - Funded - Started		SFS \$		\$500,000	\$300,000						\$300,000	
		Right-of-Way Phase - N/A		GRANT \$		\$500,000	\$300,000						\$300,000	
		Construction Phase - Funded - Not started		TOTAL \$		\$1,000,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$600,000	
	TRANS-920 PRJ100802	McGillivray Complete Street Project - Chkalov Dr. to Village Loop	Active Transportation Improvements	EXST \$	\$285,847								\$0	Vancouver/Columbia
		Design Phase - Funded - Started		SFS \$		\$250,000	\$250,000						\$250,000	
		Right-of-Way Phase - N/A		GRANT \$			\$750,000						\$750,000	
		Construction Phase - Funded - Not started		TOTAL \$		\$250,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	
	TRANS-921 PRJ100923	NE 112th Avenue Complete Street Project - Chkalov Dr. to Fourth Plain Blvd.	Active Transportation Improvements	EXST \$	\$25,743								\$0	Vancouver/Columbia
		Design Phase - Funded - Started		SFS \$			\$250,000	\$250,000					\$500,000	
		Right-of-Way Phase - N/A		GRANT \$									\$0	
		Construction Phase - Funded - Not started		TOTAL \$		\$0	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$500,000	
	TRANS-943 PRJ100922	Garrison Rd. Sidewalk Improvements - Mill Plain Blvd. to David Douglas Park	Active Transportation Improvements	EXST \$	\$11,458								\$0	Vancouver/Columbia
		Design Phase - Funded - Started		SFS \$									\$0	
		Right-of-Way Phase - N/A		GRANT \$		\$200,000	\$500,000						\$500,000	
		Construction Phase - Funded - Not started		TOTAL \$		\$200,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000	
new	TRANS-1120	Z St. Sidewalk Infill - Fourth Plain Blvd. to NE 26th St.	Active Transportation Improvements	EXST \$	\$0								\$0	Vancouver/Columbia
		Design Phase - Funded - Not Started		SFS \$									\$0	
		Right-of-Way Phase - N/A		GRANT \$			\$100,000	\$350,000					\$450,000	
		Construction Phase - Funded - Not started		TOTAL \$		\$0	\$100,000	\$350,000	\$0	\$0	\$0	\$0	\$450,000	



2025-2023 Transporation Improvement Program - FUNDED PROJECTS

Note: All costs are in 2024 dollars. 2024 shown for reference only (6-year plan is for 2025-2030).

EXST \$=current non-grant revenue sources; SFS \$=street funding strategy non-grant revenue sources; GRANT \$=existing and potential grants; Bold/Italicized=potential grant \$

						2024	2025	2026	2027	2028	2029	2030			
	Project ID	Project Name	Project Type	Funding Type	Spent to Date (Mar 1 2024)	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	6-Year Total	TIF Area old/new	
FUNDED PROJECTS															
new	TRANS-1121	Neals Ln. Sidewalk Extension - E 24th St. to E 28th St. Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$	\$0								\$0	Vancouver/Columbia	
				SFS \$									\$0		
				GRANT \$			\$100,000	\$535,000					\$635,000		
				TOTAL \$		\$0	\$100,000	\$535,000	\$0	\$0	\$0	\$0	\$635,000		
new	TRANS-1122	Rossiter Ln. to BBC Pedestrian Connector Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$	\$0								\$0	Vancouver/Columbia	
				SFS \$									\$0		
				GRANT \$			\$260,000	\$1,000,000					\$1,260,000		
				TOTAL \$		\$0	\$260,000	\$1,000,000	\$0	\$0	\$0	\$0	\$1,260,000		
new	TRANS-1123	Todd Rd. Sidewalk Infill - Fourth Plain Blvd. to 18th St. Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$	\$0								\$0	Vancouver/Columbia	
				SFS \$									\$0		
				GRANT \$			\$100,000	\$535,000					\$635,000		
				TOTAL \$		\$0	\$100,000	\$535,000	\$0	\$0	\$0	\$0	\$635,000		
new	TRANS-1124	Stapleton Rd. Mobility Improvements - SR 500 to 18th St. Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$	\$0								\$0	Vancouver/Columbia	
				SFS \$									\$0		
				GRANT \$			\$200,000	\$800,000					\$1,000,000		
				TOTAL \$		\$0	\$200,000	\$800,000	\$0	\$0	\$0	\$0	\$1,000,000		
new	TRANS-1126	Ft. Vancouver High School Pedestrian Connection between Fourth Plain Blvd. and NE Campus Dr. Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$	\$0								\$0	Vancouver/Columbia	
				SFS \$									\$0		
				GRANT \$			\$100,000	\$300,000					\$400,000		
				TOTAL \$		\$0	\$100,000	\$300,000	\$0	\$0	\$0	\$0	\$400,000		
new	TRANS-1127	North-South Pedestrian Access between 57th Ave. and 62nd Ave. from Fourth Plain Blvd. and NE 34th Ave. Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$	\$0								\$0	Vancouver/Columbia	
				SFS \$									\$0		
				GRANT \$			\$100,000	\$335,000					\$435,000		
				TOTAL \$		\$0	\$100,000	\$335,000	\$0	\$0	\$0	\$0	\$435,000		
new	TRANS-1144	Van Plaza Drive Enhanced Pedestrian Crossing Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$	\$0								\$0	Vancouver/Pacific	
				SFS \$									\$0		
				GRANT \$		\$125,000	\$300,000						\$300,000		
				TOTAL \$		\$125,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000		
				EXST \$	Annually =	\$5,550,000	\$9,550,000	\$0	\$0	\$0	\$0	\$0	EXST \$	\$9,550,000	
				SFS \$	Annually =	\$8,950,000	\$9,510,000	\$250,000	\$0	\$0	\$0	\$0	SFS \$	\$9,760,000	
				GRANT \$	Annually =	\$23,775,000	\$8,680,000	\$5,855,000	\$0	\$0	\$0	\$0	GRANT \$	\$14,535,000	
				TOTAL \$	Annually =	\$38,275,000	\$27,740,000	\$6,105,000	\$0	\$0	\$0	\$0	TOTAL \$	\$33,845,000	

			Non-City
		I-5 Interstate Bridge Replacement (unfunded)	Multi-agency
		SR-14 (I-205 to 164th Ave) Widening (funded)	WSDOT
		NE 166th Ave and Fourth Plain Blvd. HAWK Signal	WSDOT
		NE 39th St and I-5 NB Ramp Widening (Funded)	WSDOT
		NE Fourth Plain Blvd. and SR503	WSDOT
		Mill Plain Fiber Network - Downtown to SE 192nd Ave.	C-Tran
		Highway 99 BRT	C-Tran
		Lower River Road Trail Improvement (unfunded)	Port of Vancouver



2025-2023 Transporation Improvement Program - PARTIALLY FUNDED PROJECTS

Note: All costs are in 2024 dollars. 2024 shown for reference only (6-year plan is for 2025-2030).

EXST \$=current non-grant revenue sources; SFS \$=street funding strategy non-grant revenue sources; GRANT \$=existing and potential grants; Bold/Italicized=potential grant \$

S C O R E	Project ID	Project Name	Project Type	Funding Type	Spent to Date (Mar 1 2024)	2024	2025	2026	2027	2028	2029	2030	6-Year Total	TIF Area old/new
						Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures		
PARTIALLY FUNDED PROJECTS/PROGRAMS														
			Arterial Improvements											
Lowest	TRANS-444 PRJ100788	NE 18th St. - NE 141st Ave. to NE 162nd Ave. Design Phase - Funded - Started Right-of-Way Phase - Funded uncertain - Not started Construction Phase - Unfunded - Not started	Arterial Improvements	EXST \$	\$124,335		\$250,000				\$2,000,000		\$2,250,000	Pacific /Cascade
				SFS \$		\$500,000	\$750,000		\$500,000	\$3,000,000		\$4,250,000		
				GRANT \$			\$1,000,000		\$4,500,000	\$3,000,000		\$8,500,000		
				TOTAL \$		\$500,000	\$2,000,000	\$0	\$5,000,000	\$6,000,000	\$2,000,000	\$0	\$15,000,000	
Lowest	TRANS-527 PRJ071616	NE 18th St. - NE 97th Ave. to NE 107th Ave. Design Phase - Funded - Started Right-of-Way Phase - Funded - Started Construction Phase - Funding uncertain - Not started	Arterial Improvements	EXST \$	\$2,225,544	\$600,000	\$2,000,000						\$2,000,000	Evergreen & E. City/ Pacific & Cascade
				SFS \$			\$1,000,000	\$2,000,000					\$3,000,000	
				GRANT \$		\$250,000	\$2,000,000	\$3,000,000					\$5,000,000	
				TOTAL \$		\$850,000	\$5,000,000	\$5,000,000	\$0	\$0	\$0	\$0	\$10,000,000	
Lowest	TRANS-607 PRJ100868	NE 192nd Ave. - SE 1st St. to NE 18th St. Design Phase - Funded - Started Right-of-Way Phase - Funding uncertain- Not started Construction Phase - Unfunded - Not started	Arterial Improvements	EXST \$	\$42,442							\$3,000,000	\$3,000,000	East City/Cascade
				SFS \$		\$250,000	\$250,000	\$1,000,000		\$2,000,000	\$3,000,000	\$3,000,000	\$9,250,000	
				GRANT \$		\$350,000	\$400,000	\$1,000,000			\$3,000,000	\$3,000,000	\$7,400,000	
				TOTAL \$		\$600,000	\$650,000	\$2,000,000	\$0	\$2,000,000	\$6,000,000	\$9,000,000	\$19,650,000	
Lowest	TRANS-898 PRJ100386	NE 115th Ave. - NE 16th St. to NE 18th St. Design Phase - Funded by developer - Started Right-of-Way Phase - Funding uncertain- Not started Construction Phase - Unfunded - Not started	Arterial Improvements	EXST \$	Developer \$	\$75,000	\$75,000						\$75,000	East City/Cascade
				SFS \$	\$108,178								\$0	
				GRANT \$									\$0	
				TOTAL \$		\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000	
Lowest	TRANS-944 100716	Heights Grand Loop - Devine Rd. to MacArthur Blvd. Design Phase - Funded - Started Right-of-Way Phase - N/A Construction Phase - Unfunded - Not started	Arterial Improvements	EXST \$	\$2,102,992								\$0	Vancouver/Columbia
				SFS \$			\$5,000,000	\$10,000,000	\$5,000,000				\$20,000,000	
				GRANT \$									\$0	
				TOTAL \$		\$0	\$5,000,000	\$10,000,000	\$5,000,000	\$0	\$0	\$0	\$20,000,000	
			Signal and Lighting Improvements											
Lowest	TRANS-603	MacArthur Blvd., S. Lieser Rd. and St. Helens Ave. Intersection Design Phase - Partially Funded - Not Started Right-of-Way Phase - Unfunded Construction Phase - Unfunded	Signal and Lighting Improvements	EXST \$	\$0		\$250,000						\$250,000	Vancouver/Columbia
				SFS \$									\$0	
				GRANT \$									\$0	
				TOTAL \$		\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000	
Lowest	TRANS-723	SE 20th St. and SE 176th Ave. Design Phase - Funded - Not Started Right-of-Way Phase - Unfunded Construction Phase - Unfunded	Signal and Lighting Improvements	EXST \$	\$0	\$50,000	\$50,000						\$50,000	East City/Cascade
				SFS \$									\$0	
				GRANT \$									\$0	
				TOTAL \$		\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	
Lowest	TRANS-839 PRJ100351	NE 152nd Ave. and NE Fourth Plain Blvd. Signal Design Phase - Partially Funded - Started Right-of-Way Phase - Unfunded Construction Phase - Unfunded	Signal and Lighting Improvements	EXST \$	Developer \$	\$150,000	\$150,000						\$150,000	Evergreen/Pacific
				SFS \$	\$74,929								\$0	
				GRANT \$									\$0	
				TOTAL \$		\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000	
Lowest	TRANS-879 PRJ100352	Columbia House Blvd. and Grove St. Signal Upgrade Design Phase - Partially Funded - Started Right-of-Way Phase - Unfunded Construction Phase - Unfunded	Signal and Lighting Improvements	EXST \$	Developer \$	\$10,000	\$25,000						\$25,000	East City/Cascade
				SFS \$	\$23,960								\$0	
				GRANT \$									\$0	
				TOTAL \$		\$10,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000	
Lowest	TRANS-888 PRJ100443	NE 192nd Ave. at SR 14 Interchange - Traffic Improvements Design Phase - Partially Funded - Not Started Right-of-Way Phase - Unfunded Construction Phase - Unfunded	Signal and Lighting Improvements	EXST \$	Developer \$	\$10,000	\$25,000						\$25,000	East City/Cascade
				SFS \$	\$0								\$0	
				GRANT \$									\$0	
				TOTAL \$		\$10,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000	
			Active Transportation Improvements											
Lowest	TRANS-843 PRJ071448	Evergreen Hwy. Pathway - Weber Arboretum to SE 100th Court Design Phase - Funded - Started Right-of-Way Phase - Funded -Started Construction Phase - Unfunded - Not started	Active Transportation Improvements	EXST \$	\$176,215	\$100,000	\$25,000						\$25,000	East City/Cascade
				SFS \$									\$0	
				GRANT \$									\$0	
				TOTAL \$		\$100,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000	
Lowest	TRANS-873	Main St. Safety/Mobiliy Improvement Project - Fourth Plain Blvd. to City Limits Design Phase - Partially Funded - Not Started Right-of-Way Phase - Funded - Not Started Construction Phase - Unfunded - Not started	Active Transportation Improvements	EXST \$	\$0	\$100,000	\$600,000						\$600,000	Vancouver/Columbia
				SFS \$									\$0	
				GRANT \$									\$0	
				TOTAL \$		\$100,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$600,000	
Medium	TRANS-922 PRJ100803	E 33rd Street Complete Street Project - Main Street to P Street Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$	\$4,175								\$0	Vancouver/Columbia
				SFS \$			\$500,000						\$500,000	
				GRANT \$									\$0	
				TOTAL \$		\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000	



2025-2023 Transporation Improvement Program - PARTIALLY FUNDED PROJECTS

Note: All costs are in 2024 dollars. 2024 shown for reference only (6-year plan is for 2025-2030).

EXST \$=current non-grant revenue sources; SFS \$=street funding strategy non-grant revenue sources; GRANT \$=existing and potential grants; Bold/Italicized=potential grant \$

S C O R E						2024	2025	2026	2027	2028	2029	2030			
	Project ID	Project Name	Project Type	Funding Type	Spent to Date (Mar 1 2024)	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	6-Year Total	TIF Area old/new	
PARTIALLY FUNDED PROJECTS/PROGRAMS															
Lowest	TRANS-923 PRJ100804	E 29th Street Complete Street Project - Kauffman Ave. to Neals Ln. Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Funded - Not started	Active Transportation Improvements	EXST \$	\$4,118								\$0	Vancouver/Columbia	
				SFS \$			\$500,000					\$500,000			
				GRANT \$								\$0			
				TOTAL \$		\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000		
Lowest	TRANS-924 PRJ100805	St. Johns/St. James Complete Street Project - Fourth Plain to City Limits Design Phase - Funded - Not Started Right-of-Way Phase - N/A Construction Phase - Unfunded - Not started	Active Transportation Improvements	EXST \$	\$74,622								\$0	Vancouver/Columbia	
				SFS \$						\$500,000		\$500,000			
				GRANT \$								\$0			
				TOTAL \$		\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$500,000		
Lowest	TRANS-946 PRJ100959	Fourth Plain Blvd. Multiuse Path - E 62nd Ave. to Andresen Rd. Design Phase - Funded - Started Right-of-Way Phase - N/A Construction Phase - Unfunded - Not started	Active Transportation Improvements	EXST \$	\$41,737	\$100,000	\$500,000						\$500,000	Vancouver/Columbia/ Cascade	
				SFS \$								\$0			
				GRANT \$								\$0			
				TOTAL \$		\$100,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000		
Medium	TRANS-1113 PRJ100852 new	Waterfront Way Traffic Calming Design Phase - Funded - Started Right-of-Way Phase - N/A Construction Phase - Funded - Started	Active Transportation Improvements	EXST \$	Developer \$	\$50,000	\$50,000						\$50,000	Vancouver/Columbia	
				SFS \$	\$12,656							\$0			
				GRANT \$								\$0			
				TOTAL \$		\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000		
Medium	TRANS-1114 PRJ100913 new	State Route 500 - 54th and 42nd Intersection Improvements Design Phase - Funded - Started Right-of-Way Phase - Unfunded - Not Started Construction Phase - Unfunded - Not started	Active Transportation Improvements	EXST \$	\$0		\$40,000						\$40,000	Vancouver/Columbia	
				SFS \$								\$0			
				GRANT \$								\$0			
				TOTAL \$		\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000		
				EXST \$	Annually =	\$1,245,000	\$4,040,000	\$0	\$0	\$0	\$2,000,000	\$3,000,000	EXST \$	6-year Totals	
				SFS \$	Annually =	\$750,000	\$8,000,000	\$13,000,000	\$5,500,000	\$5,000,000	\$3,500,000	\$3,000,000	SFS \$	\$9,040,000	
				GRANT \$	Annually =	\$600,000	\$3,400,000	\$4,000,000	\$4,500,000	\$3,000,000	\$3,000,000	\$3,000,000	GRANT \$	\$38,000,000	
				TOTAL \$	Annually =	\$2,595,000	\$15,440,000	\$17,000,000	\$10,000,000	\$8,000,000	\$8,500,000	\$9,000,000	TOTAL \$	\$20,900,000	
				TOTAL \$	Annually =	\$2,595,000	\$15,440,000	\$17,000,000	\$10,000,000	\$8,000,000	\$8,500,000	\$9,000,000	TOTAL \$	\$67,940,000	



2025-2023 Transporation Improvement Program - ANNUAL PROGRAMS

Note: All costs are in 2024 dollars. 2024 shown for reference only (6-year plan is for 2025-2030).

EXST \$=current non-grant revenue sources; SFS \$=street funding strategy non-grant revenue sources; GRANT \$=existing and potential grants; Bold/Italicized=potential grant \$

						2024	2025	2026	2027	2028	2029	2030		
	Project ID	Program Name	Project Type	Funding Type		Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	6-Year Total	TIF Area old/new
ANNUAL PROGRAMS														
			Ongoing Programs			2024	2025	2026	2027	2028	2029	2030	6 yr. total	
	TRANS-237 PRJ072330	Traffic Signal and Lighting Sustainability 2024/2025 Fourth Plain and Franklin Signal, Main Street Promise	Program	EXST \$		\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$1,290,000	City-Wide
				SFS \$		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,200,000	
				GRANT \$									\$0	
				TOTAL \$	ongoing	\$415,000	\$415,000	\$415,000	\$415,000	\$415,000	\$415,000	\$415,000	\$2,490,000	
	TRANS-240 PRG0102	Neighborhood Traffic Calming Program Projects implemented as part of the ongoing Neighborhood Traffic Calming Program are intended to help slow traffic and enhance neighborhood livability. These projects may include education or infrastructure to reduce driver speeds; new or improved facilities for people walking, biking, and using mobility devices; and other strategies to increase safety and mobility in Vancouver neighborhoods.	Program	EXST \$		\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$1,020,000	City-Wide
				SFS \$		\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$780,000	
				GRANT \$									\$0	
				TOTAL \$	ongoing	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,800,000	
	TRANS-241	Pavement Preservation Program 2025 Corridors include: 4th Plain Blvd. from Mill Plain to Main Street, McLoughlin from Reserve to Brandt, Andresen from 40th to I-205, and McGillivray from Chkalov to SE 20th.	Program	EXST \$		\$11,500,000	\$12,000,000	\$12,500,000	\$13,000,000	\$13,500,000	\$14,000,000	\$14,000,000	\$79,000,000	City-Wide
				SFS \$		\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$3,600,000	
				GRANT \$									\$0	
				TOTAL \$	ongoing	\$12,100,000	\$12,600,000	\$13,100,000	\$13,600,000	\$14,100,000	\$14,600,000	\$14,600,000	\$82,600,000	
	TRANS-245 PRG0256	Bridge Inspection Program	Program	EXST \$		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000	City-Wide
				SFS \$									\$0	
				GRANT \$									\$0	
				TOTAL \$	ongoing	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000	
	TRANS-421	Pavement Reconstruction Program	Program	EXST \$									\$0	City-wide
				SFS \$		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$6,000,000	
				GRANT \$									\$0	
				TOTAL \$	ongoing	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$6,000,000	
	TRANS-844 PRJ072459	Complete Streets/Multimodal Safety and Accessibility Sub projects will focus on targeted safety improvements, see project sheet for details.	Program	EXST \$									\$0	City-wide
				SFS \$		\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$9,000,000	
				GRANT \$									\$0	
				TOTAL \$	ongoing	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$9,000,000	
	TRANS-858 PRG0234	Citywide Transportation Demand Management Program	Program	EXST \$									\$0	City-wide
				SFS \$			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
				GRANT \$									\$0	
				TOTAL \$	ongoing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	TRANS-859 PRG0138	Sidewalk Management Program	Program	EXST \$									\$0	City-wide
				SFS \$		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	
				GRANT \$									\$0	
				TOTAL \$	ongoing	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	
	TRANS-869 PRJ100786	Arterial Street Light Program Funded with energy savings from LED Retrofit	Program	EXST \$		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,500,000	City-Wide
				SFS \$									\$0	
				GRANT \$									\$0	
				TOTAL \$	ongoing	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,500,000	
	TRANS-1131 new	Safe Routes to Schools Program/Pedestrian Program	Program	EXST \$									\$0	City-wide
				SFS \$			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
				GRANT \$									\$0	
				TOTAL \$		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	



2025-2023 Transporation Improvement Program - ANNUAL PROGRAMS

Note: All costs are in 2024 dollars. 2024 shown for reference only (6-year plan is for 2025-2030).

EXST \$=current non-grant revenue sources; SFS \$=street funding strategy non-grant revenue sources; GRANT \$=existing and potential grants; Bold/Italicized=potential grant \$

						2024	2025	2026	2027	2028	2029	2030			
	Project ID	Program Name	Project Type	Funding Type		Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures	6-Year Total	TIF Area old/new	
ANNUAL PROGRAMS															
	TRANS-1132 new	City Safety Program	Program	EXST \$									\$0	City-wide	
				SFS \$			\$0	\$0	\$0	\$0	\$0	\$0	\$0		
				GRANT \$									\$0		
				TOTAL \$		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
	TRANS-1133 new	Lighting for Pedestrian Safety Program	Program	EXST \$									\$0	City-wide	
				SFS \$			\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
				GRANT \$									\$0		
				TOTAL \$		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
	TRANS-1134 new	Automated Enforcement Program	Program	EXST \$									\$0	City-wide	
				SFS \$			\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
				GRANT \$									\$0		
				TOTAL \$		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
	TRANS-1135 new	Ped/Bike/Small Mobility Wayfinding Program	Program	EXST \$									\$0	City-wide	
				SFS \$			\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
				GRANT \$									\$0		
				TOTAL \$		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
														6-year Totals	
				EXST \$	Annually =	\$12,185,000	\$12,685,000	\$13,185,000	\$13,685,000	\$14,185,000	\$14,685,000	\$14,685,000	EXST \$	\$83,110,000	
				SFS \$	Annually =	\$3,930,000	\$3,930,000	\$3,930,000	\$3,930,000	\$3,930,000	\$3,930,000	\$3,930,000	SFS \$	\$23,580,000	
				GRANT \$	Annually =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	GRANT \$	\$0	
				TOTAL \$	Annually =	\$16,115,000	\$16,615,000	\$17,115,000	\$17,615,000	\$18,115,000	\$18,615,000	\$18,615,000	TOTAL \$	\$106,690,000	

2025-2030 Transportation Improvement Program

UNFUNDED PROJECTS WITHIN 6-YEAR

	Project ID	Project Name	Project Type	Phase				Scoping Level Estimate	TIF Area old/new
UNFUNDED PROJECTS WITHIN 6-YEAR									
					2025	←→	2030		
Score			Arterial Improvements						
Lowest	TRANS-847	SE 164th Avenue and SE Mill Plain Blvd. Intersection Improvements	Arterial Improvements	PSE				\$5 mill	East City/Cascade
				Total	← No Funding →				
Lowest	TRANS-887	NW 78 th St./Fruit Valley Rd./NW Lakeshore Ave. Roundabout	Arterial Improvements	PSE				\$2 mill	Vancouver/Columbia
				Total	← No Funding →				
Lowest	TRANS-891	E. Mill Plain - Boise Ave. to N. Andresen Rd.	Arterial Improvements	PSE				\$10 mill	Vancouver/Columbia/Cascade
				Total	← No Funding →				
Lowest	TRANS -907	NE 124th Ave. - NE 28th St. to NE 39th St.	Arterial Improvements	PSE				\$10 mill	East City/Cascade
				Total	← No Funding →				
Lowest	TRANS -927	NE 187th Ave - SE 1st St to NE 18th St.	Arterial Improvements	PSE				\$13 mill	East City/Cascade
				Total	← No Funding →				
Lowest	TRANS-928	NE 13th St - NE 172nd Ave to NE 187th Ave.	Arterial Improvements	PSE				\$18 mill	East City/Cascade
				Total	← No Funding →				
Lowest	TRANS-938	MacArthur Blvd. - Mill Plain Blvd. to Blandford Dr.	Arterial Improvements	PSE				\$2 mill	Vancouver/Columbia
				Total	← No Funding →				
Score			Signal and Lighting Improvements						
Lowest	TRANS-880	McGillivray and Village Loop Drive Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
				Total	← No Funding →				
Lowest	TRANS-929	NE 18th Street and NE 187th Avenue Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
				Total	← No Funding →				
Lowest	TRANS-930	NE 18th Street and NE 179th Avenue Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
				Total	← No Funding →				
Lowest	TRANS-934	SE 1st Street and SE 187th Avenue Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
				Total	← No Funding →				
Lowest	TRANS-936	Mill Plain Blvd. and Hearthwood Blvd. Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
				Total	← No Funding →				
Lowest	TRANS-937	SE Westridge Blvd. and SE 1st Street Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
				Total	← No Funding →				
Medium	TRANS-1115 new	NE 52nd St. and NE 135th Ave Pedestrian Crossing (Image Elementary)	Signal and Lighting Improvements	PSE				\$0.1 mill	East City/Cascade
				Total	← No Funding →				
Medium	TRANS-1116 new	136th Ave and Wy'east Middle School Pedestrian Crossing	Signal and Lighting Improvements	PSE				\$0.5 mill	East City/Cascade
				Total	← No Funding →				
Score			Active Transportation						
Medium	TRANS-914	W 39th and Daniels St. Pedestrian Improvements (Lincoln Elementary)	Active Transportation	PSE				\$0.3 mill	Vancouver/Columbia
				Total	← No Funding →				
Lowest	TRANS-1119 new	NE 72nd Ave - Sidewalk Infill (Walnut Grove Elementary)	Active Transportation	PSE				\$0.5 mill	Evergreen/Pacific
				Total	← No Funding →				

2025-2030 Transportation Improvement Program

UNFUNDED PROJECTS OUTSIDE 6-YEAR

Project ID	Project Name	Project Type	Phase				Scoping Level Estimate	TIF Area old/new
UNFUNDED PROJECTS OUTSIDE 6-YEAR								
					2031	←→	Future	
		Arterial Improvements						
TRANS-274	NE 28th St. - NE 142nd Ave. to NE 162nd Ave.	Arterial Improvements	PSE				\$10-12 mill	Evergreen/Pacific
			Total		←→	No Funding		
TRANS-279	NE 49th St. - NE 122nd Ave. to NE 137th Ave.	Arterial Improvements	PSE				\$9-11 mill	Evergreen/Pacific
			Total		←→	No Funding		
TRANS-281	NE 18th St. - NE 87th Ave. to NE 97th Ave.	Arterial Improvements	PSE				\$14-16 mill	Evergreen & East City/ Pacific & Cascade
			Total		←→	No Funding		
TRANS-349	NE 18th St. - NE 164th Ave. to NE 192nd Ave.	Arterial Improvements	PSE				\$18-20 mill	Evergreen & East City/ Pacific & Cascade
			Total		←→	No Funding		
TRANS-680	Columbia Shores Blvd. at Columbia Way - BNSF Undercrossing Widening	Arterial Improvements	PSE				\$25-30 mill	Vancouver/Columbia
			Total		←→	No Funding		
TRANS-712	NE 59th St. - NE 147th Ave. to NE 162nd Ave.	Arterial Improvements	PSE				\$7-9 mill	Evergreen/Pacific
			Total		←→	No Funding		
TRANS-716	NE 9th St. - NE 172nd Ave. to NE 192nd Ave.	Arterial Improvements	PSE				\$10-12 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-717	NE 184th Ave. - SE 4th St. to NE 18th St.	Arterial Improvements	PSE				\$12-14 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-718	NE 162nd Ave. - SE 1st St. to NE 9th St.	Arterial Improvements	PSE				\$11-13 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-719	NE 112th Ave. - E Mill Plain Blvd. to NE 28th St.	Arterial Improvements	PSE				\$2-3 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-825	NE 54th Street - NE 15th Ave. to NE Saint James Rd.	Arterial Improvements	PSE				\$14 mill	Vancouver/Columbia
			Total		←→	No Funding		
TRANS-826	NE 104th Avenue - SE Mill Plain Blvd. to NE 14th Street	Arterial Improvements	PSE				\$10-12 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-827	NE 104th Avenue - NE 14th Street to NE 18th Street	Arterial Improvements	PSE				\$10-12 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-836	E Evergreen Blvd. Bridge Over S Blandford Dr.	Arterial Improvements	PSE				\$15 mill	Vancouver/Columbia
			Total		←→	No Funding		
TRANS-883	NW 32nd Ave./Lower River Rd. Roundabout	Arterial Improvements	PSE				\$2 mill	Vancouver/Columbia
			Total		←→	No Funding		
TRANS-884	NW 32nd Ave. Freight and Mobility - Lower River Rd. to NW 61st St.	Arterial Improvements	PSE				\$64 mill	Vancouver/Columbia
			Total		←→	No Funding		
TRANS-885	NW 32nd Ave. Freight and Mobility - NW 61st St. to Burnt Bridge Creek	Arterial Improvements	PSE				\$49 mill	Vancouver/Columbia
			Total		←→	No Funding		
TRANS-886	NW 32nd Ave. Freight and Mobility - Burnt Bridge Creek to NW 78th St.	Arterial Improvements	PSE				\$10 mill	Vancouver/Columbia
			Total		←→	No Funding		
TRANS-892	MacArthur Boulevard - Blandford Dr. to Lieser Rd.	Arterial Improvements	PSE				\$15 mill	Vancouver/Columbia/Cascade
			Total		←→	No Funding		
TRANS-893	N. Devine Rd. - E. Mill Plain Blvd. to MacArthur Blvd.	Arterial Improvements	PSE				\$4 mill	Vancouver/Columbia/Cascade
			Total		←→	No Funding		
TRANS-894	N Andresen Rd. - E. Mill Plain Blvd. to Highland Dr.	Arterial Improvements	PSE				\$10 mill	Vancouver/Columbia/Cascade
			Total		←→	No Funding		
TRANS-909 new	SE 29th St. - SE 176th Ave. to SE 192nd Ave. Developer build	Arterial Improvements	PSE				\$10 mill	East City/Cascade
			Total		←→	No Funding		
		Signal and Lighting Improvements						
TRANS-722	St Johns Blvd. and NE 68th St.	Signal and Lighting Improvements	PSE				\$0.5-1 mill	Vancouver/Columbia
			Total		←→	No Funding		
TRANS-746	SE McGillivray Blvd. and SE 166th Ave.	Signal and Lighting Improvements	PSE				\$0.1 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-818	NE Burton/28th Street - NE Andresen Rd. to NE 138th Ave.	Signal and Lighting Improvements	PSE				\$1-2 mill	Evergreen/Pacific
			Total		←→	No Funding		
TRANS-819	NW Fruit Valley Rd. at La Frambois Rd.	Signal and Lighting Improvements	PSE				\$0.5-1 mill	Vancouver/Columbia
			Total		←→	No Funding		
TRANS-848	SE 164th Avenue and SE 12th Street Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.5-1 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-856	NE 18th Street and NE 172nd Avenue Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-868	St. Johns Blvd. and Fort Vancouver Way Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	Citywide
			Total		←→	No Funding		
TRANS-895	MacArthur Blvd. at N. Devine Rd. Roundabout	Signal and Lighting Improvements	PSE				\$1 - 1.5 mill	Vancouver/Columbia/Cascade
			Total		←→	No Funding		
TRANS-896	MacArthur Blvd. at N. Andresen Rd. Roundabout	Signal and Lighting Improvements	PSE				\$1 - 1.5 mill	Vancouver/Columbia/Cascade
			Total		←→	No Funding		
TRANS-931	NE 162nd Avenue and NE 9th Street Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-932	NE 172nd Avenue and NE 9th Street Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-942	SE 192nd Avenue and Mill Plain Blvd. Intersection Improvements	Signal and Lighting Improvements	PSE				\$0.3-0.5 mill	East City/Cascade
			Total		←→	No Funding		
		Active Transportation						
TRANS-741	Evergreen Hwy. Pathway - Columbia Springs to SE 164th Ave.	Active Transportation	PSE				\$7 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-742	Evergreen Hwy. Pathway - SE 164th Ave. to east City Limits	Active Transportation	PSE				\$7 mill	East City/Cascade
			Total		←→	No Funding		
TRANS-857	SE 10th Street Sidewalks - SE 98th Avenue to SE Ellsworth Road	Active Transportation	PSE				\$1-2 mill	Evergreen/Pacific
			Total		←→	No Funding		

2025-2030 Transportation Improvement Program

UNFUNDED PROJECTS OUTSIDE 6-YEAR

Project ID	Project Name	Project Type	Phase				Scoping Level Estimate	TIF Area old/new
UNFUNDED PROJECTS OUTSIDE 6-YEAR								
TRANS-861	Westside Bike Mobility	Active Transportation	PSE				\$0.8 mill	Vancouver/Columbia
			Total	← No Funding →				
TRANS-890	NE Fourth Plain Blvd. and Grand Blvd. - Pedestrian Improvement SW Corner	Active Transportation	PSE				\$0.7 mill	Vancouver/Columbia
			Total	← No Funding →				
TRANS-903	NE 9th St. Infill Sidewalk - NE 112th Ave. to NE 136th Ave.	Active Transportation	PSE				\$0.5 mill	East City/Cascade
			Total	← No Funding →				
TRANS-905	Amtrak Multimodal Access	Active Transportation	PSE				\$10 mill	Vancouver/Columbia
			Total	← No Funding →				
TRANS-911	NE Padden Expressway and NE Andresen Rd. Intersection Improvements	Active Transportation	PSE				\$10 mill	East City/Cascade
			Total	← No Funding →				
TRANS-913	MacArthur Blvd. and S. Blandford Dr. Pedestrian Crossing	Active Transportation	PSE				\$1 mill	Vancouver/Columbia
			Total	← No Funding →				
TRANS-915	Fruit Valley Rd. and Firestone Lane Pedestrian Crossing	Active Transportation	PSE				\$1 mill	Vancouver/Columbia
			Total	← No Funding →				
TRANS-916	W. 16th St. and NW Packing Pedestrian Crossing	Active Transportation	PSE				\$1 mill	Vancouver/Columbia
			Total	← No Funding →				
TRANS-926	SE 164th Avenue - Tech Center Drive to SE 1st Street Safety and Mobility Improvements	Active Transportation	PSE				\$2 mill	East City/Cascade
			Total	← No Funding →				
TRANS-941	Fourth Plain Blvd. Safety and Mobility - 121st Ave to 127th Ave	Active Transportation	PSE				\$1 mill	East City/Cascade
			Total	← No Funding →				
TRANS-945	E 18th Street Mobility Lane Improvements and Traffic Calming - Grand Blvd. to NE Burton Rd.	Active Transportation	PSE				\$2 mill	Vancouver/Columbia/Cascade
			Total	← No Funding →				
TRANS-1128 new	Brandt Rd. Traffic Calming - Fourth Plain Blvd. to E 18th St.	Active Transportation	PSE				\$0.1 mill	Vancouver/Columbia
			Total	← No Funding →				
TRANS-1129 new	N Grand Blvd. Traffic Calming - Fourth Plain Blvd. to E 18th St.	Active Transportation	PSE				\$0.1 mill	Vancouver/Columbia
			Total	← No Funding →				
TRANS-1130 new	Fourth Plain Blvd. and BBC Trail Crossing Intersection Mural	Active Transportation	PSE				\$0.1 mill	Vancouver/Columbia
			Total	← No Funding →				
TRANS-1143 new	NE Andresen Rd. Sidewalk - NE 78th St. to NE 84th St.	Active Transportation	PSE				\$1 mill	Vancouver/Columbia
			Total	← No Funding →				

For questions or comments about the detail sheets please email
chris.malone@cityofvancouver.us

Improving NE 18th Street West Segment



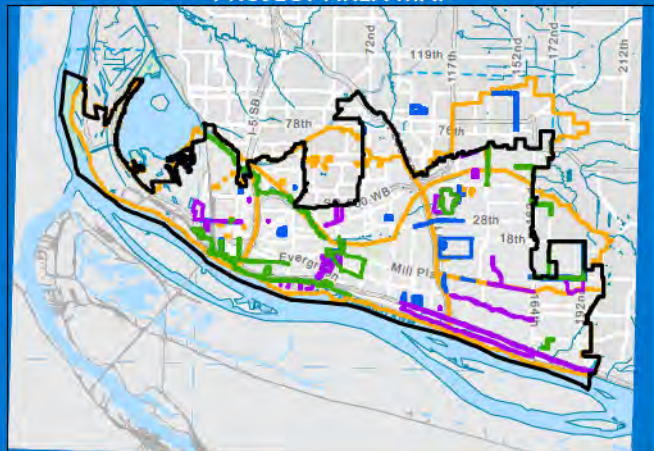


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

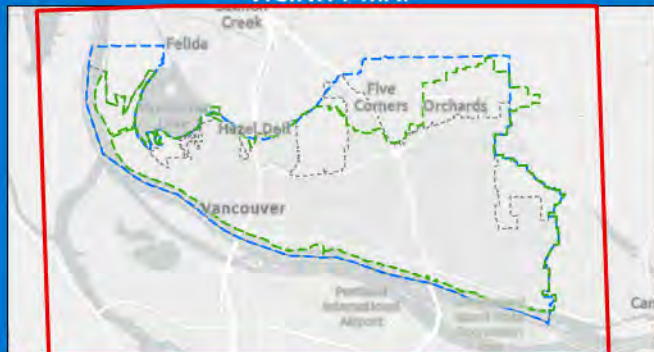
Project: Traffic Signal and Lighting Sustainability

Project Extent: Citywide

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Active
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Ongoing updating of traffic signals at locations throughout the City. Updates may include but are not limited to adding left-turn phasing, signal heads, pedestrian push-button and detectors, as well as removing a type of operation, changing detector setup or making other improvements. Projects for 2024/2025 include: TRANS-866 - W. Fourth Plain Blvd. and Franklin St. Intersection Improvement; and TRANS-495 Main Street Promise. SFS funds contribute \$200K/yr, with annual program budget totalling \$415,000/yr.

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ072330

Grant Funded:

Total Project Cost: \$

Start of Const. (year): Ongoing

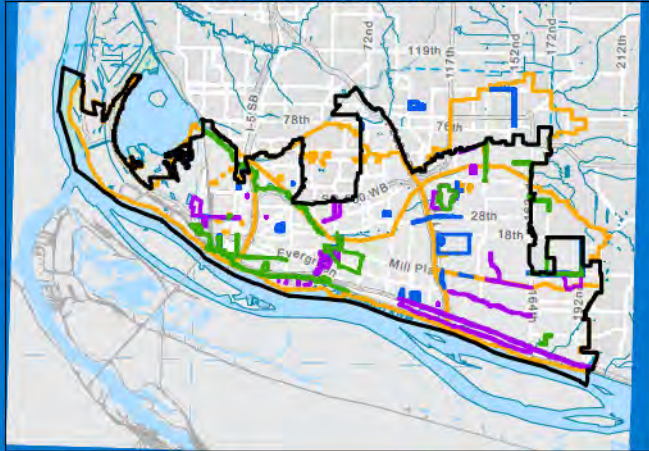


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: Neighborhood Traffic Calming Program

Project Extent: Citywide

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Active Transportation
Project Status:	Active
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Projects implemented as part of the ongoing Neighborhood Traffic Calming Program are intended to help slow traffic and enhance neighborhood livability. These projects may include education or infrastructure to reduce driver speeds; new or improved facilities for people walking, biking, and using mobility devices; and other strategies to increase safety and mobility in Vancouver neighborhoods. SFS funds contribute \$130K/yr, with annual program budget totalling \$300,000/yr.

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRG0102

Grant Funded:

Total Project Cost: \$

Start of Const. (year): Ongoing

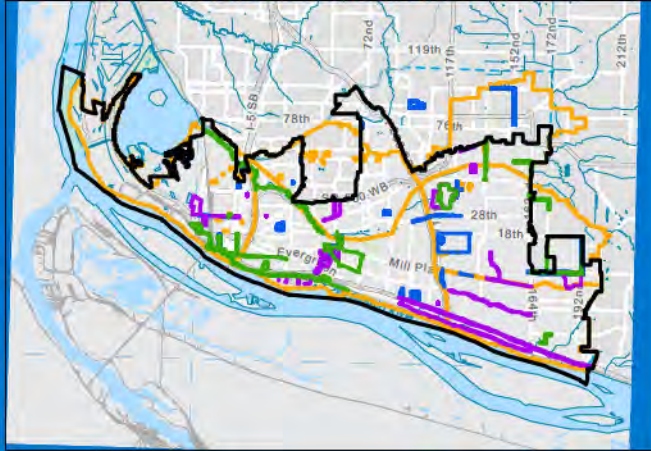


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: Pavement Preservation Program

Project Extent: Citywide

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Active
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Ongoing program to improve and maintain pavement surfaces through surface overlay, micro surfacing and slurry treatments at multiple locations citywide. Upgrades may include new ADA ramps, traffic striping and markings. More than 1,900 lane miles of streets are inspected and evaluated to determine most cost-effective means to preserve pavement and manage resources. 2025 projects will preserve about 77 lane miles and pave about 16 lane miles. 2025 corridors: 4th Plain from Mill Plain to Main St, McLoughlin from Reserve to Brandt, Andresen from 40th to I-205, and McGillivray from Chiklov to SE 20th.

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$

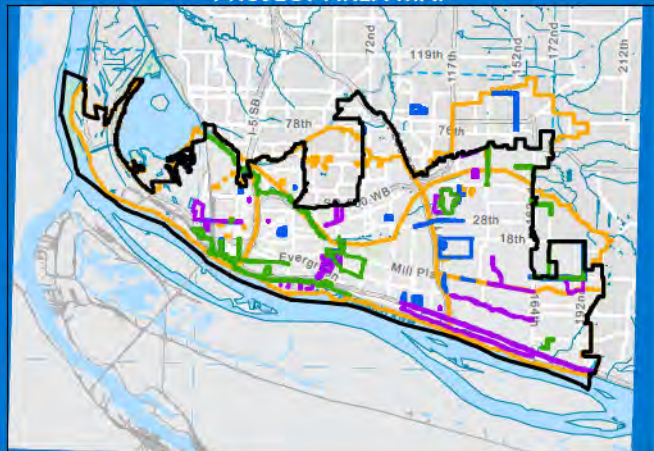
Start of Const. (year): Ongoing

2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

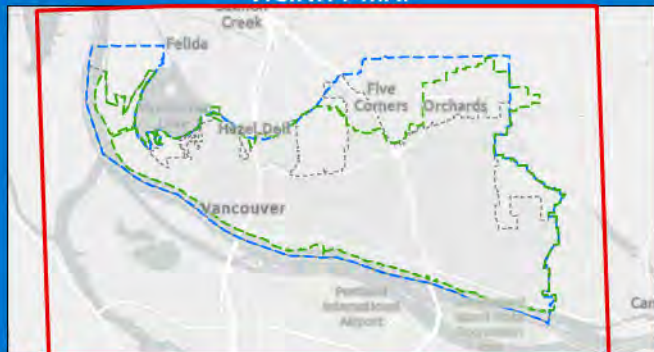
Project: Bridge Inspection Program

Project Extent: Citywide

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Active
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Ongoing citywide inspection and maintenance of the City's bridges, as required to meet state and federal regulations. This program, formerly contracted with Clark County, is being dropped by the county and now requires hiring professional services to complete federally mandated bridge inspections and load ratings. Program budgeted at \$50,000/yr.

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRG0256

Grant Funded:

Total Project Cost: \$

Start of Const. (year): Ongoing



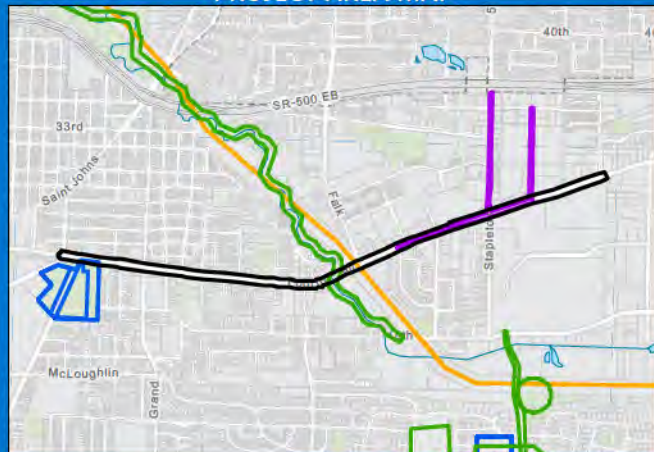
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE Fourth Plain Blvd. Safety Improvements - Ft. Vancouver Way to 62nd Ave.

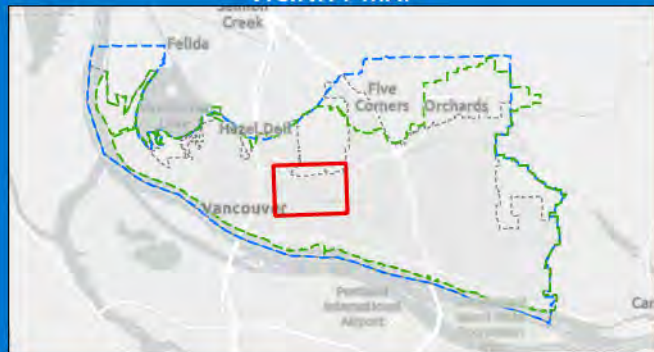
Project Extent: Ft. Vancouver Way

To: 62nd Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Active Transportation
Project Status:	Future
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Project will improve safety and aesthetics by upgrading sidewalks, streetlights, and street trees in Fourth Plain Subarea Plan. Originated from Fourth Plain Corridor Subarea Plan (2008) and Fourth Plain Forward Action Plan (2015). Complementary adjacent improvements: Restripe NE Stapleton R. from E Fourth Plain Blvd. to E 18th St. to create buffered mobility lanes in both north and southbound directions; Install traffic calming treatments on Brandt Rd and Grand Blvd. to improve safety; Install a community-led mural at E Fourth Plain Blvd. and Falk Rd. where the BBC Trail crosses the roadway. These adjacent projects originated in the Fourth Plain and Fort Vancouver Way Safety and Mobility Project (2023).

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ072463

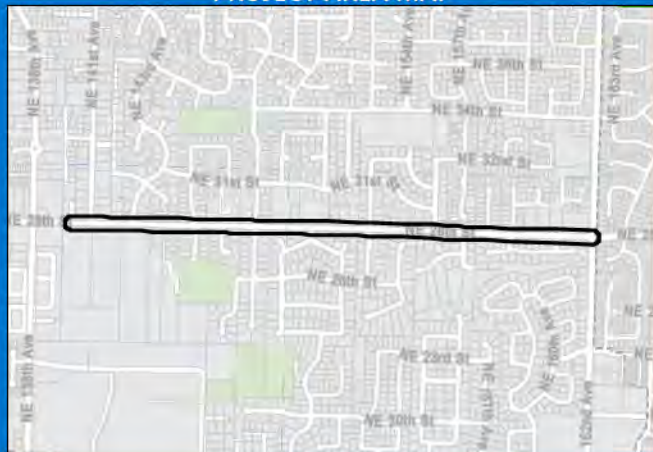
Grant Funded:

Total Project Cost: \$1,400,000

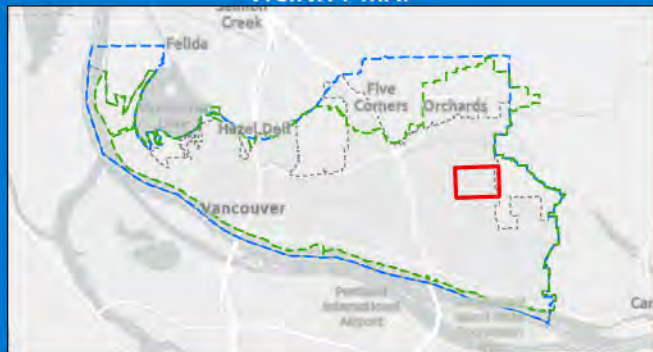
Start of Const. (year): 2025

To: NE 162nd Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type: Arterial Improvements

Project Status:	Future
------------------------	--------

Funding Status:	Unfunded
------------------------	----------

PROJECT DESCRIPTION

Project Description:

Upgrade of existing 2-lane former rural road to urban 3-lane minor arterial (1 lane each direction plus center turn lane) with sidewalks, mobility lanes, streetlights, signals, school crossings, stormwater and sound walls where required. Project addresses capacity and improves pavement and safety conditions. Identified by regional arterial improvement plans. (Outside 6-year horizon)

Project 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:

Grant Funded:

Total Project Cost: \$12,000,000

Start of Const. (year): Unknown

Page 66 of 202



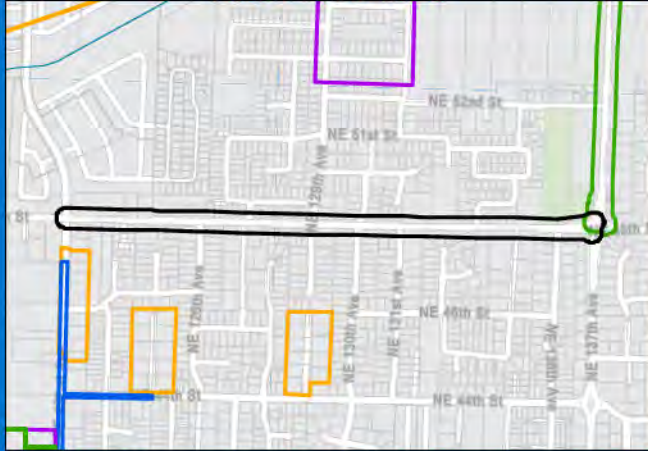
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 49th St. - NE 122nd Ave. to NE 137th Ave.

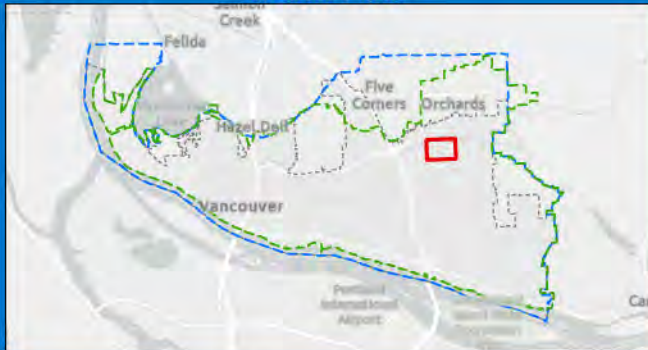
Project Extent: NE 122nd Ave.

To: NE 137th Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Upgrade of existing 2-lane street to 3-lane urban minor arterial (1 lane each direction and turn lane) with sidewalks, ADA Ramps, mobility lanes, and streetlights. Project helps improve capacity and safety. Identified through the development review process. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

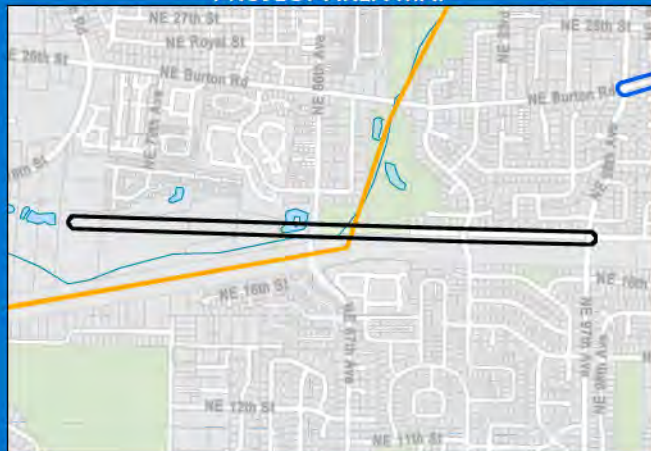
Grant Funded:

Total Project Cost: \$11,000,000

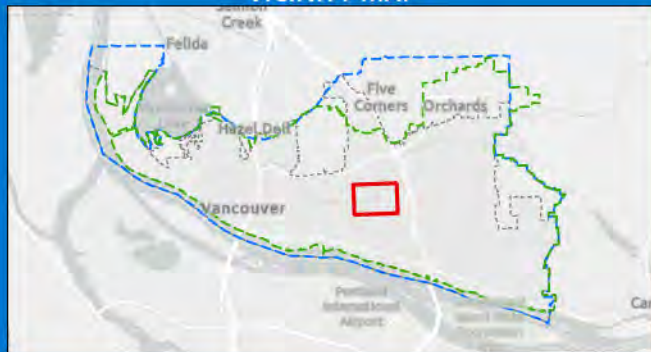
Start of Const. (year): Unknown

To: NE 97th Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type: Arterial Improvements

Project Status:	Future
------------------------	--------

Funding Status:	Unfunded
------------------------	----------

PROJECT DESCRIPTION

Project Description:

Long-planned construction of new minor arterial street (1 lane each direction plus turn lane) with mobility lanes, streetlights, sound walls (where required), a sidewalk on north side and shared use pathway on south side of street. Project provides planned east-west circulation. This is one of 5 phases to improve 18th St. from 87th Ave to 192nd Ave. Identified by regional arterial improvement plan. (Outside 6-year horizon)

Project 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:

Grant Funded:

Total Project Cost: \$16,000,000

Start of Const. (year): Unknown



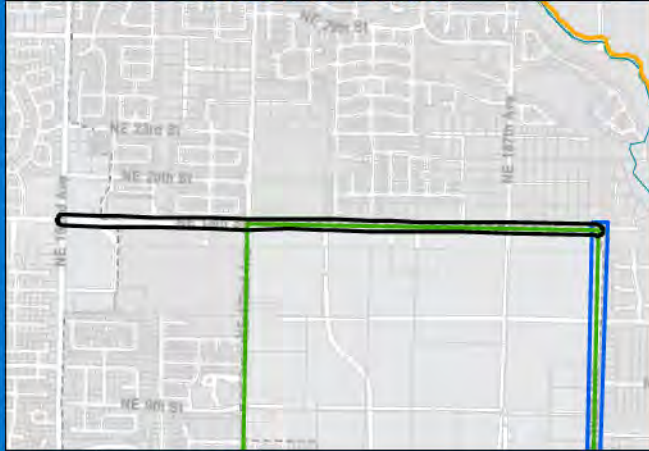
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 18th St. - NE 164th Ave. to NE 192nd Ave.

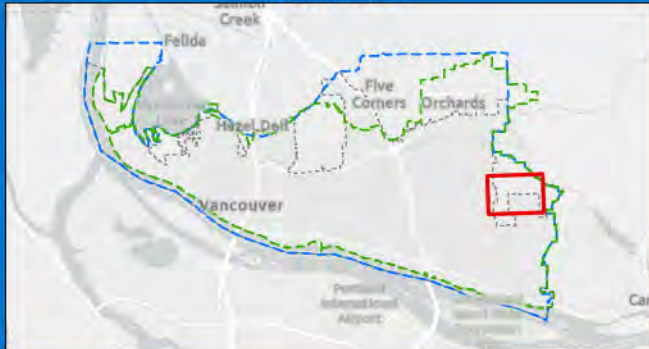
Project Extent: NE 164th Ave.

To: NE 192nd Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Long-planned upgrade of 2-lane principal arterial, originally at rural standards, to increase safety and improve service levels. Improvements include additional travel lanes, mobility lanes, streetlights, sound walls, sidewalk on north side and shared use pathway on south side of street. This is one of 5 phases to improve 18th St. from 87th Ave to 192nd Ave. Identified by regional arterial improvement plan. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$20,000,000

Start of Const. (year): Unknown

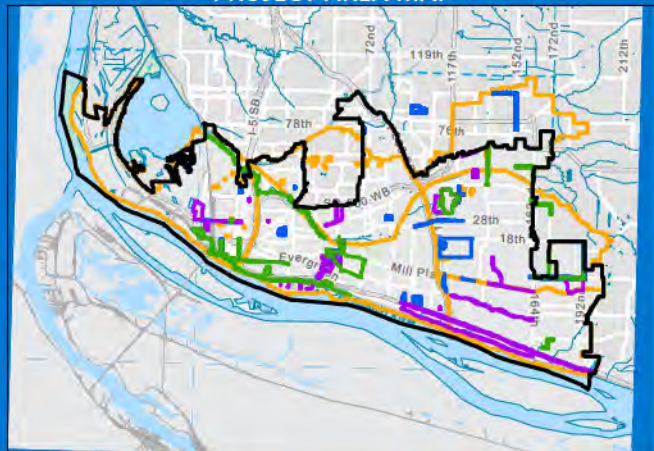


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

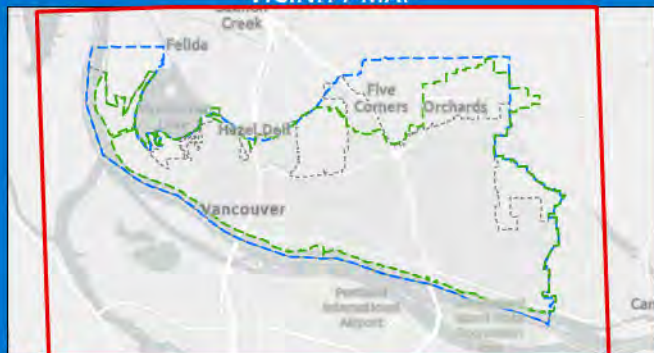
Project: Pavement Reconstruction Program

Project Extent: Citywide

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Active
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Major pavement and roadway reconstruction of failed pavement on existing streets at various locations citywide. The total lane miles of failed streets have held steady in previous years with a Citywide PCI of 73 (100 equates to all new streets). SFS funds contribute a budget of \$1,000,000 per year annually.

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$

Start of Const. (year): Ongoing



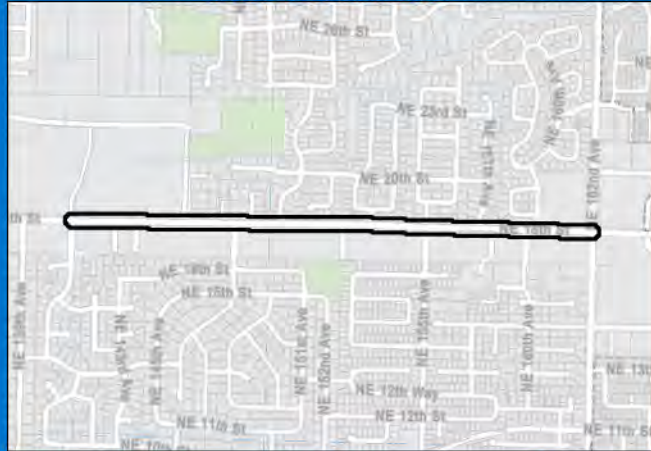
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 18th St. - NE 141st Ave. to NE 162nd Ave.

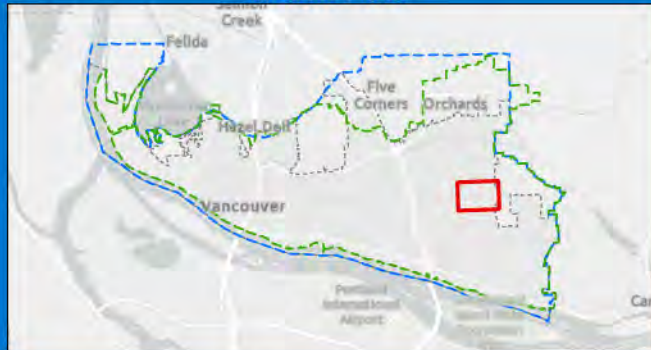
Project Extent: NE 141st Ave.

To: NE 162nd Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Partially Funded

PROJECT DESCRIPTION

Project Description:

Long-planned urban upgrade of 2-lane road to principal arterial standards. Originally built at rural standards to improve service and safety. Improvements include 5-lane principal arterial (2 lanes each direction plus turn lane) with mobility lanes, streetlights, sound walls (where required), sidewalk and ADA ramps, and shared use pathway on south side of street. This is one of 5 phases to improve 18th St. from 87th Ave to 192nd Ave. Identified by regional arterial improvement plan.

Project Priority Score:

LOWEST

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ100788

Grant Funded: Yes

Total Project Cost: \$16,000,000

Start of Const. (year): Unknown

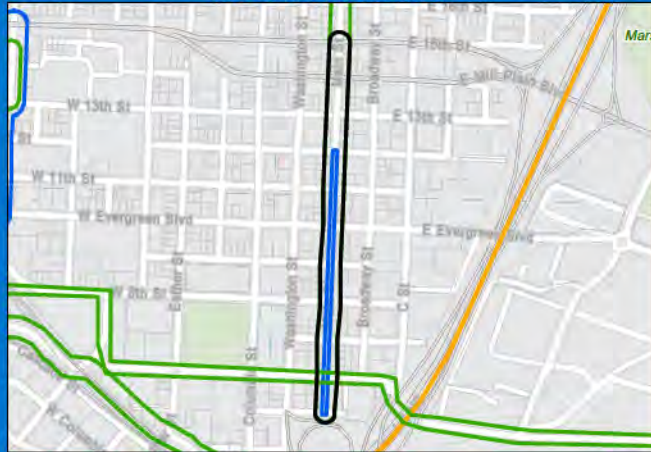


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

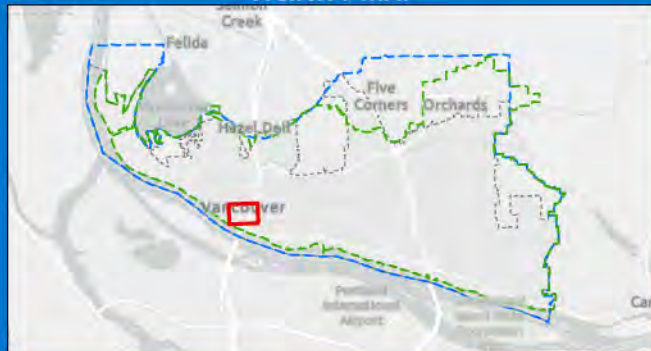
Project: Main Street Promise

Project Extent: 5th St.

PROJECT AREA MAP



VICINITY MAP



To: 15th St.

PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Improve the safety of pedestrians, cyclists and motorists with a complete reconstruction of the existing street pavement and sidewalks. Project also includes upgrades to existing streetlights, traffic signals and pedestrian crossings. This is a project that has been under consideration for many years with conceptual design work having occurred in 2009, 2014 and 2019. A 2022 American Rescue Plan Act grant awarded to the project along with allocation of other local revenues is allowing this project to finally move to completion.

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ100358

Grant Funded: Yes

Total Project Cost: \$25,000,000

Start of Const. (year): 2024



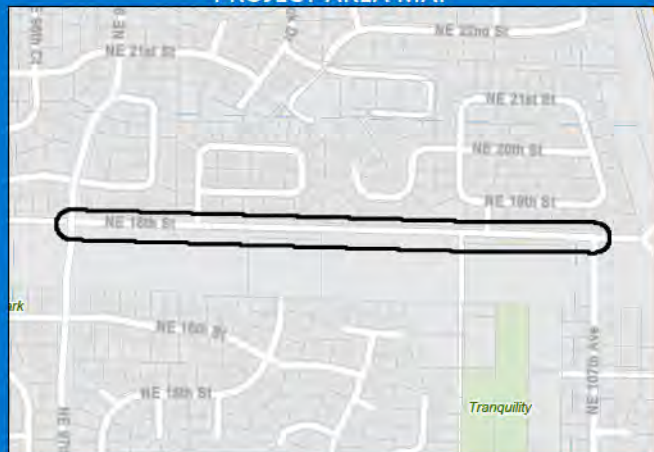
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 18th St. - NE 97th Ave. to NE 107th Ave.

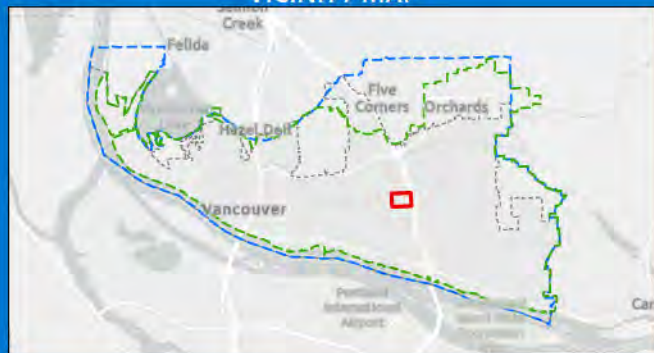
Project Extent: NE 97th Ave.

To: NE 107th Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Active
Funding Status:	Partially Funded

PROJECT DESCRIPTION

Project Description:

Long-planned new urban arterial and upgrade of existing segments to current arterial standards. The improvement will be a multimodal facility including travel lanes, evaluation of roundabouts at intersections, mobility lanes, streetlights, ADA accessible pedestrian ramps, sound walls (where required), sidewalk, and a multi-use pathway. The east end of the project will connect to the recently constructed WSDOT/I-205 on ramp and roundabout. Design/ROW phases are continuing. This is one of 5 phases to improve 18th St. from 87th Ave to 192nd Ave. Identified by regional arterial improvement plan. Construction is planned for 2025.

Project Priority Score:
LOWEST

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ071616

Grant Funded: Yes

Total Project Cost: \$14,000,000

Start of Const. (year): 2025



2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: Jefferson St. - W. Evergreen Blvd. to W. Mill Plain Blvd.

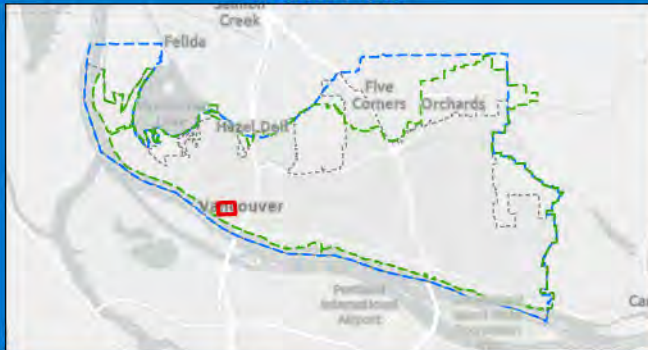
Project Extent: W. Evergreen Blvd.

To: W. Mill Plain Blvd.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Active
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Upgrade of a priority west side urban arterial circulation route with realignment of Jefferson/Kauffman at W. 13th Street. Projects includes 2 lanes (1 lane each direction), ADA ramps, sidewalk infill, mobility lanes and streetlights, with potential for high safety benefits. This project will help improve freight access on the west side of downtown Vancouver. Design phase and right-of-way phases are funded. Construction phase partially funded via grant. Originated from the Vancouver City Center Vision Plan (2007). Identified by regional arterial improvement plan and freight improvement plan.

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ071247

Grant Funded: Yes

Total Project Cost: \$11,000,000

Start of Const. (year): 2024



2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

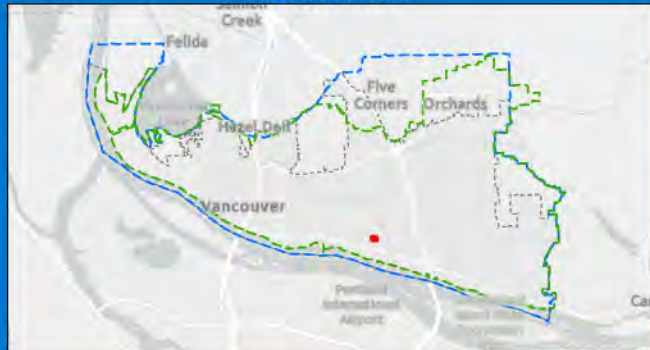
Project: MacArthur Blvd., S. Lieser Rd. and St. Helens Ave. Intersection

Project Extent:

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Future
Funding Status:	Partially Funded

PROJECT DESCRIPTION

Project Description:

Intersection project to modify an existing 4-way-stop intersection that is operating at near maximum capacity. Improvements include new traffic signal or roundabout, upgraded sidewalks, ADA ramps and streetlights to improve traffic system, safety, mobility, and accessibility. Identified through community feedback, roadway operational analysis, and also identified through the Heights District Plan (2020).

Project Priority Score:

LOWEST

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$250,000

Start of Const. (year): Unknown

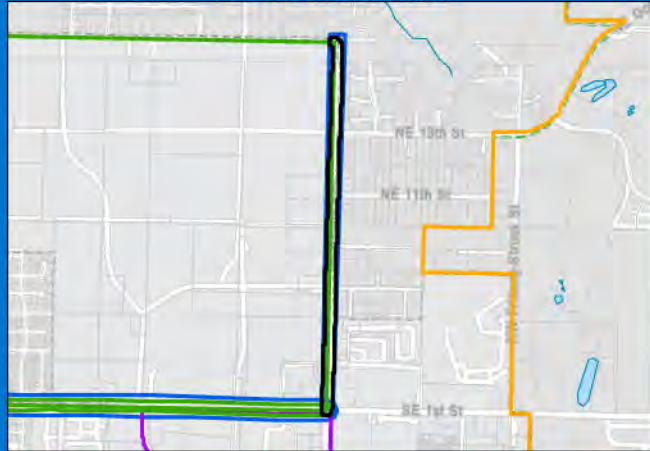
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 192nd Ave. - SE 1st St. to NE 18th St.

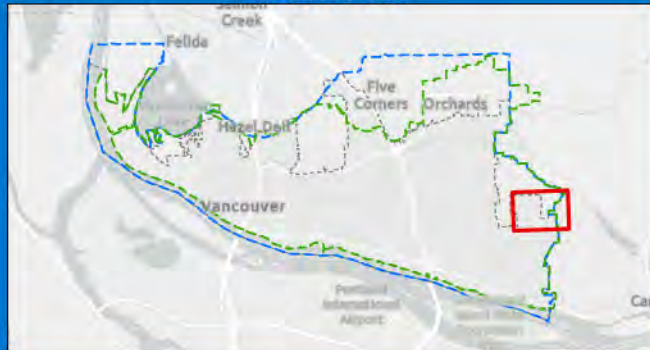
Project Extent: SE 1st St.

To: NE 18th St.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Partially Funded

PROJECT DESCRIPTION

Project Description:

Urban upgrade of existing 2-lane street. Improvements include additional travel lanes, sidewalks, mobility lanes, ADA ramps and streetlights to improve system, safety, mobility, and accessibility. This project originated from Section 30 Subarea Plan (2009). Recently received a federal grant to begin the design phase.

Project Priority Score:

LOWEST

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ100868

Grant Funded: Yes

Total Project Cost: \$22,000,000

Start of Const. (year): Unknown



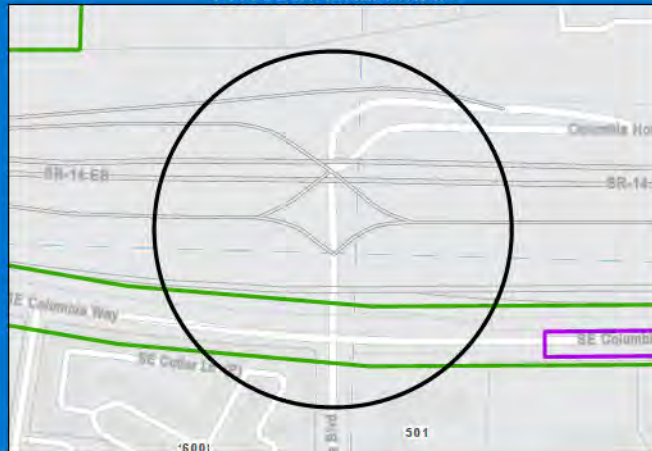
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: Columbia Shores Blvd. at Columbia Way - BNSF Undercrossing Widening

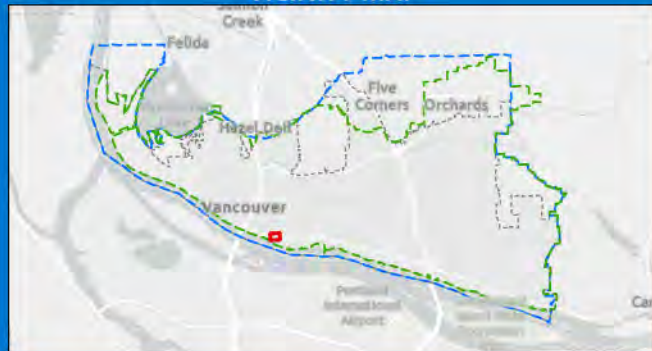
Project Extent:

To:

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Project to widen existing railroad undercrossing portal and improve Columbia Shores/Columbia Way intersection to address service levels and increase pedestrian and mobility access. Total scope of project is undefined. Identified by staff and through the development review process. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$30,000,000

Start of Const. (year): Unknown

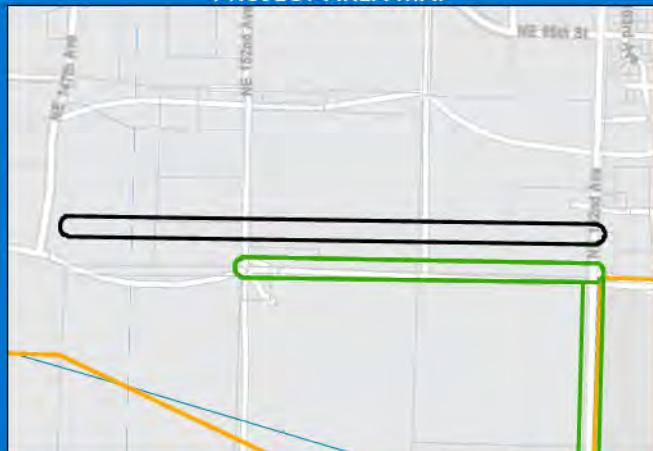
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 59th St. - NE 147th Ave. to NE 162nd Ave.

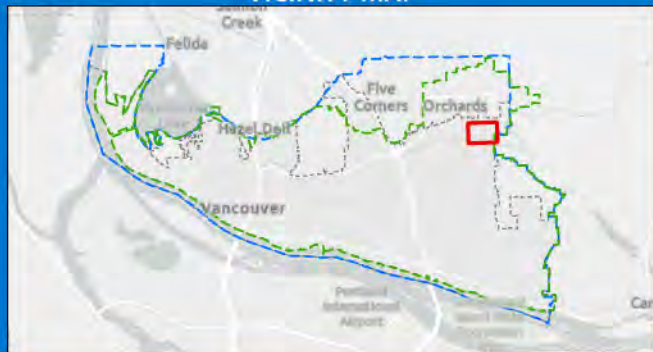
Project Extent: NE 147th Ave.

To: NE 162nd Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

New minor arterial street (1 lane each direction plus turn lane) with sidewalks, ADA ramps, mobility lanes, streetlights and surface water treatment. Project will address circulation needs, improve safety, mobility, accessibility and stormwater management. Project identified as part of the Bircher area redevelopment. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$9,000,000

Start of Const. (year): Unknown



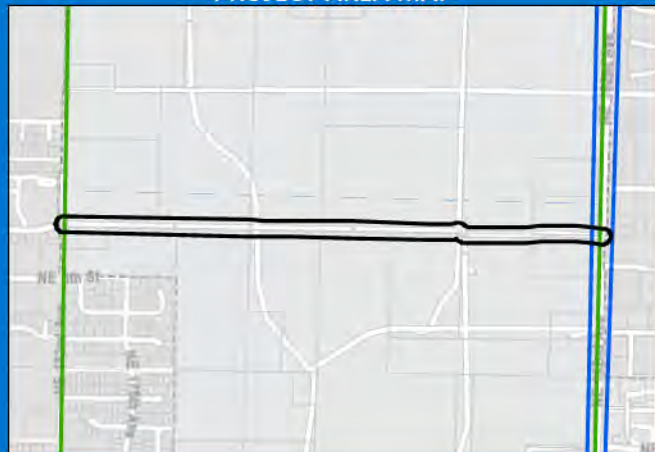
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 9th St. - NE 172nd Ave. to NE 192nd Ave.

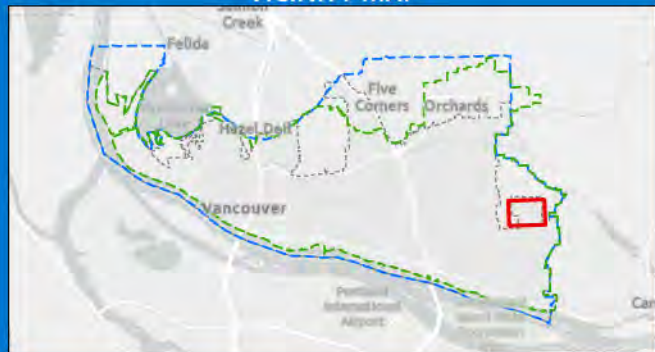
Project Extent: NE 172nd Ave.

To: NE 192nd Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

New urban collector street (1 lane each direction plus turn lane), including sidewalks, ADA ramps, mobility lanes, and streetlights. This priority east-west circulation route is part of Section 30 Subarea Plan (2009) and also where this project originated. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$12,000,000

Start of Const. (year): Unknown



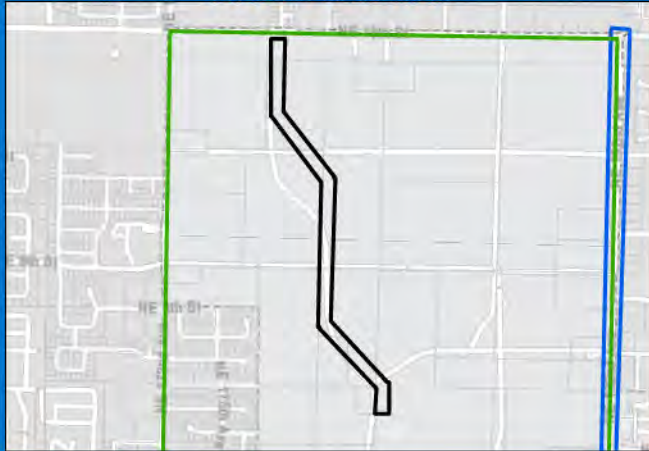
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 182nd Ave. - SE 4th St. to NE 18th St.

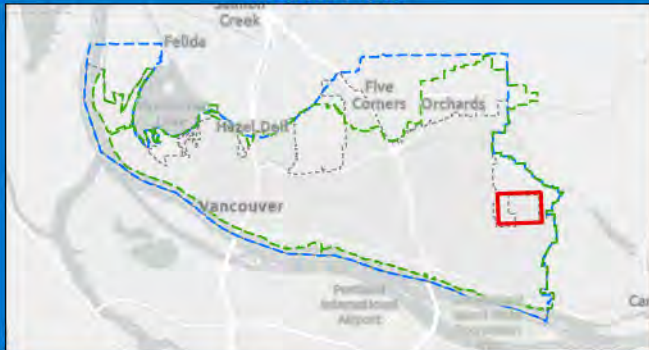
Project Extent: SE 4th St.

To: NE 18th St.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

New urban collector street (1 lane each direction plus turn lane), including sidewalks, ADA ramps, mobility lanes and streetlights. Developer will construct the section from SE 1st St. to 4th St. This priority north to south circulation route is part of Section 30 Subarea Plan (2009) and also where this project originated. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$14,000,000

Start of Const. (year): Unknown



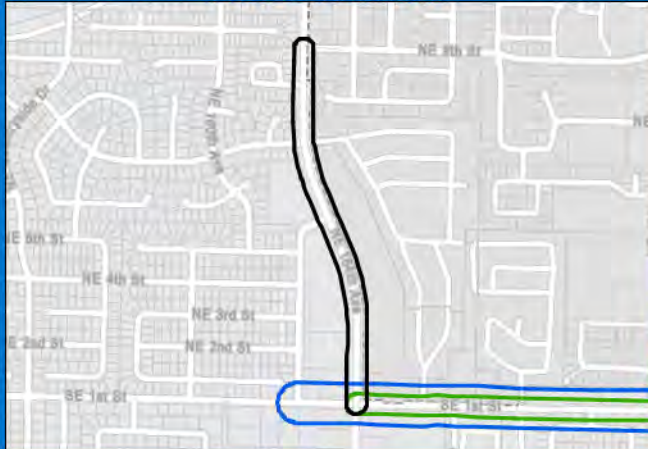
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 162nd Ave. - SE 1st St. to NE 9th St.

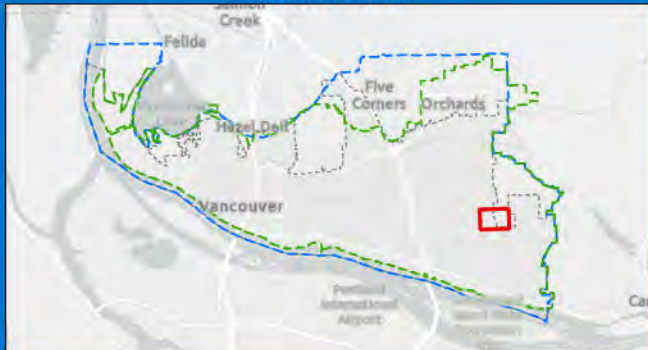
Project Extent: SE 1st St.

To: NE 9th St.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Upgrade of 5-lane road to 7-lane principal arterial street (3 lanes each direction plus turn lane), including sidewalks, ADA ramps, mobility lanes and streetlights. Roadway cross section will match NE 162nd Avenue to the north and south. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$13,000,000

Start of Const. (year): Unknown



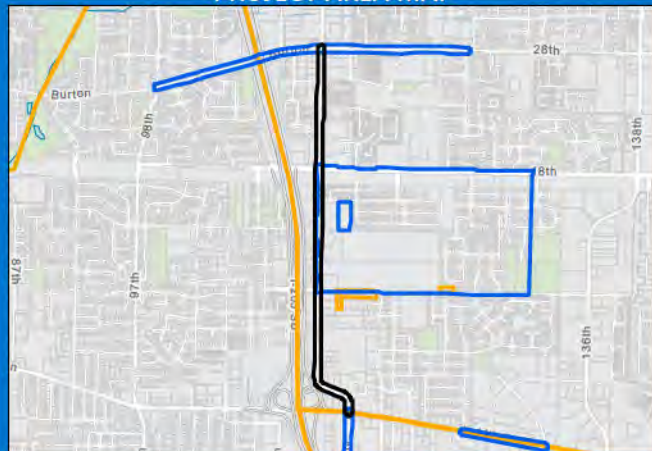
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 112th Ave. - E. Mill Plain Blvd. to NE 28th St.

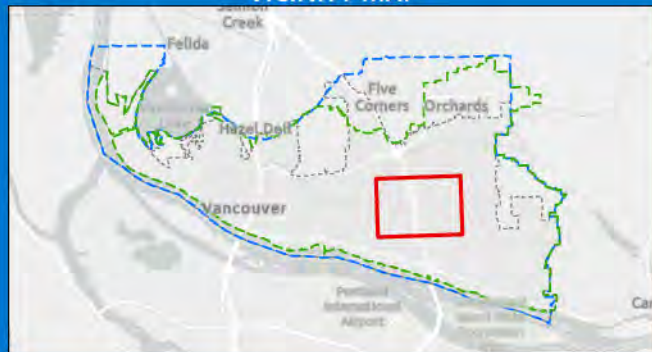
Project Extent: E Mill Plain Blvd.

To: NE 28th St.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Corridor improvements to bring NE 112th Ave. up to urban arterial standards, and address safety and accessibility issues for all modes of travel. Originated from 112th Corridor Subarea Plan (2011) and the NE 112th Safety and Mobility Project (2024). (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$3,000,000

Start of Const. (year): Unknown

2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

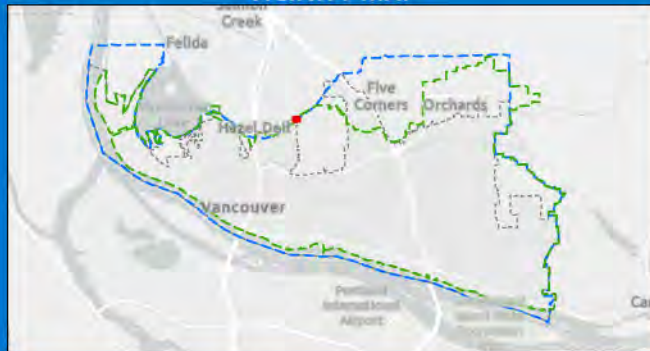
Project: NE St. Johns Blvd. and NE 68th St.

Project Extent:

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Modify existing intersection to improve traffic safety and level of service. Identified through the development review process. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ071310

Grant Funded:

Total Project Cost: \$1,000,000

Start of Const. (year): Unknown

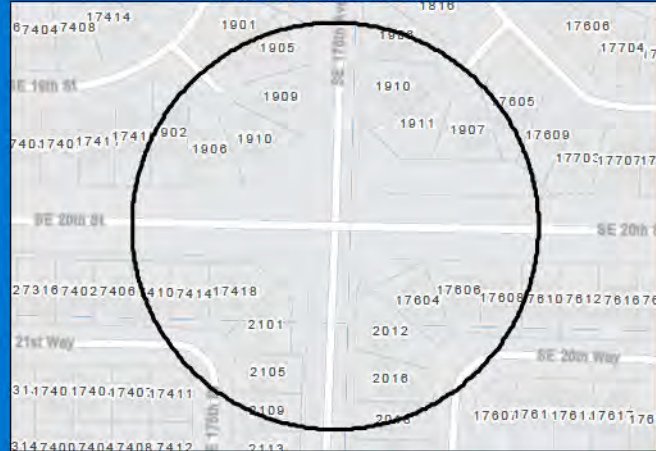


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

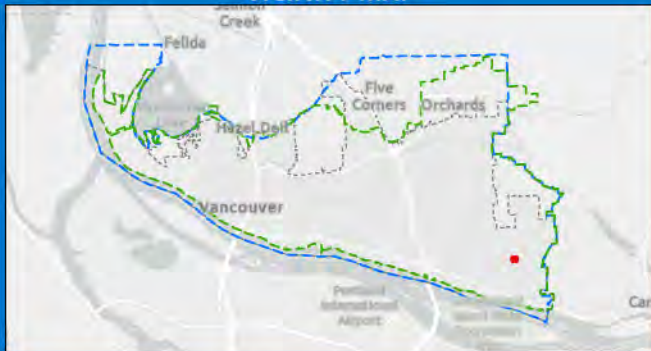
Project: SE 20th St. and SE 176th Ave.

Project Extent:

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Future
Funding Status:	Partially Funded

PROJECT DESCRIPTION

Project Description:

Modify existing intersection to improve traffic safety, operations and level of service. Identified through the development review process.

Project Priority Score:
LOWEST

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$100,000

Start of Const. (year): Unknown



2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: Evergreen Hwy. Pathway - SE Chelsea Ave. to SE Image Rd.

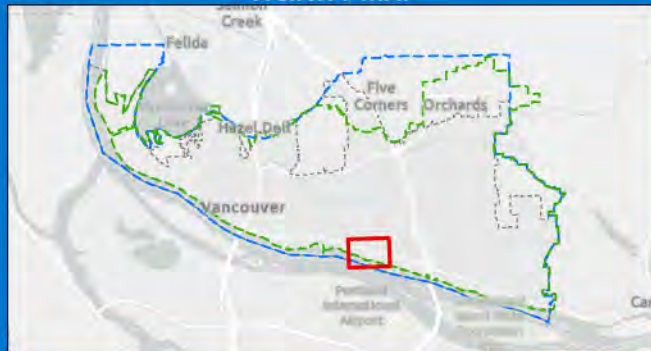
Project Extent: SE Chelsea Ave.

To: SE Image Rd.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Active Transportation
Project Status:	Active
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Upgrade roadway with 6 to 10 foot pedestrian pathway on south side, a priority east-west pedestrian and mobility lane 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). Construction to begin in 2025.

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ071455

Grant Funded: Yes

Total Project Cost: \$1,600,000

Start of Const. (year): 2025



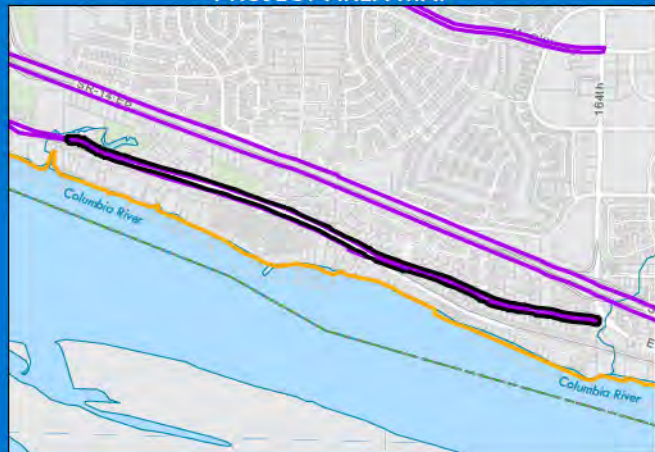
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

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

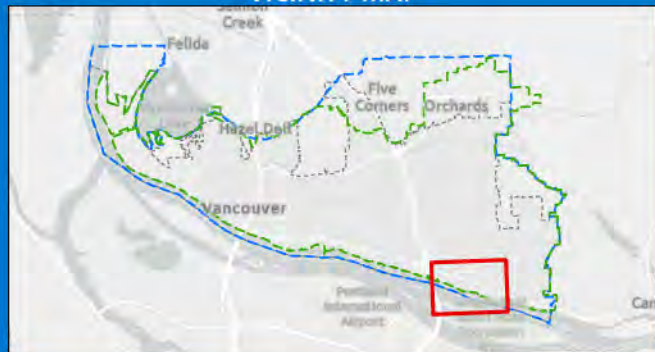
Project Extent: SE Silver Springs Dr.

To: SE 164th Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

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

PROJECT DESCRIPTION

Project Description:

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

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$7,000,000

Start of Const. (year): Unknown



2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: Evergreen Hwy. Pathway - SE 164th Ave. to east City Limits

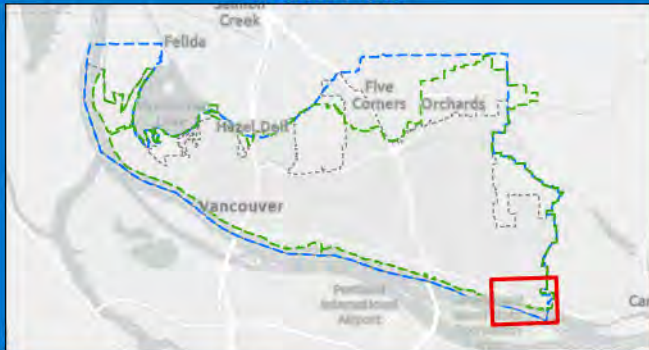
Project Extent: SE 164th Ave.

To: East City Limits

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

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

PROJECT DESCRIPTION

Project Description:

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

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$7,000,000

Start of Const. (year): Unknown

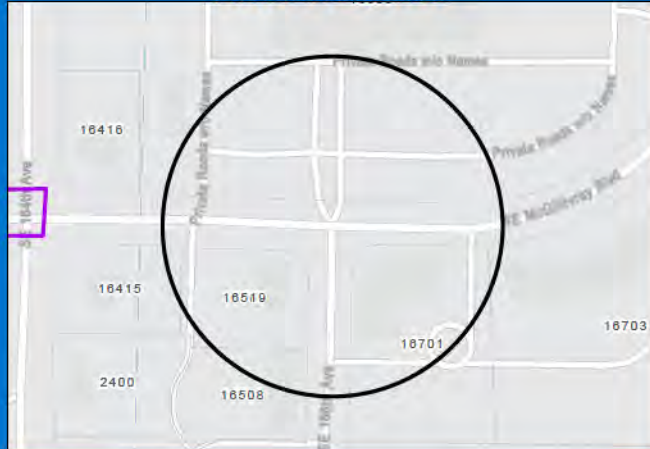


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

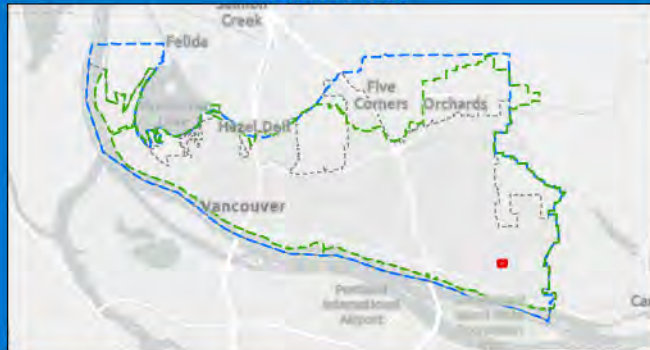
Project: SE McGillivray Blvd. and SE 166th Ave.

Project Extent:

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Improve intersection with urban roundabout, including upgrades to ADA ramps and streetlights. Identified through the development review process. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ071251

Grant Funded:

Total Project Cost: \$100,000

Start of Const. (year): Unknown



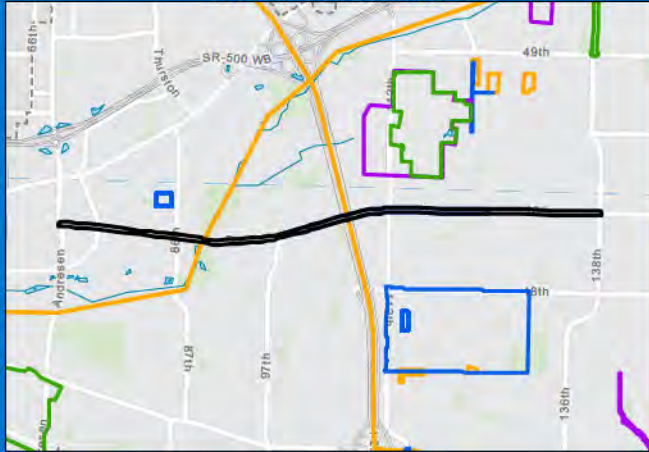
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE Burton/28th Street - NE Andresen Rd. to NE 138th Ave.

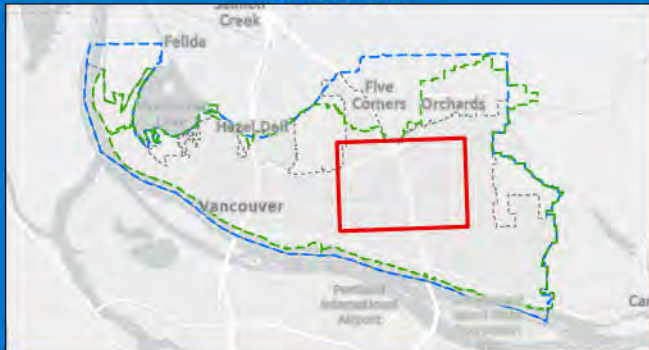
Project Extent: NE Andresen Rd.

To: NE 138th Ave.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Installation of fiber and connections between fiber optic cables to traffic signal controllers to improve signal operations along the corridor. Identified by regional arterial improvement plan. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$2,000,000

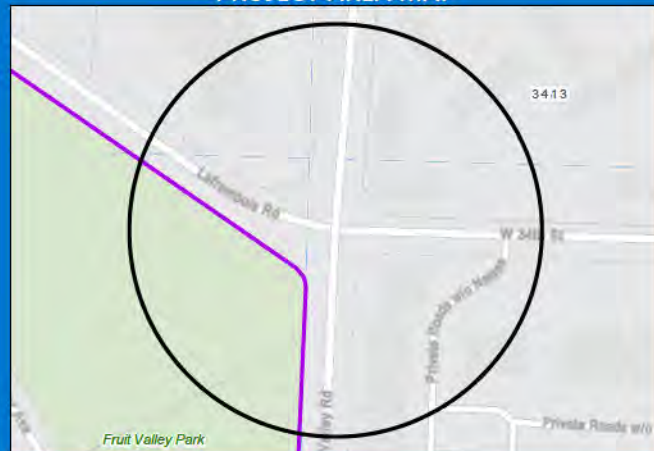
Start of Const. (year): Unknown

2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

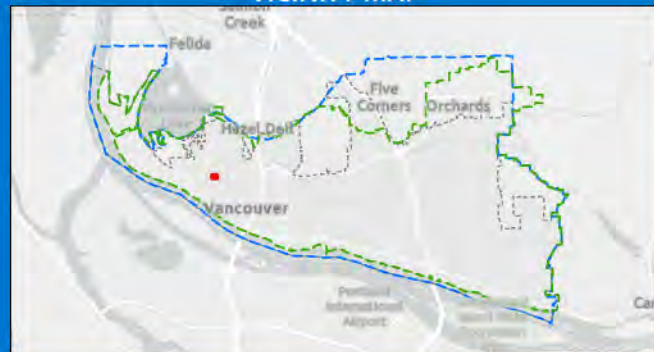
Project: NW Fruit Valley Rd. at La Frambois Rd.

Project Extent:

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Upgrade existing signal to current standards. Identified by staff and through the development review process. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$1,000,000

Start of Const. (year): Unknown

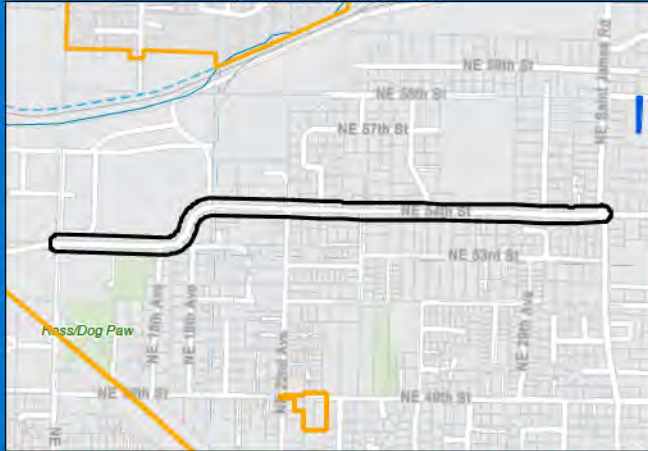
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 54th Street - NE 15th Ave. to NE Saint James Rd.

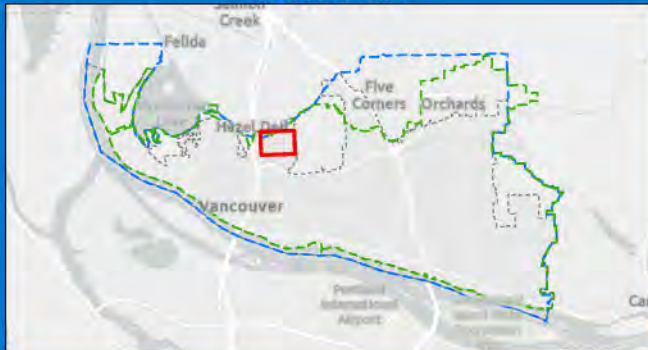
Project Extent: NE 15th Ave.

To: NE Saint James Rd.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type: Arterial Improvements

Project Status:	Future
------------------------	--------

Funding Status:	Unfunded
------------------------	----------

PROJECT DESCRIPTION

Project Description:

Upgrade of existing 2-lane road to an urban arterial (1 lane each direction plus turn lane), including sidewalks, ADA ramps, mobility lanes and streetlights to improve safety, mobility, accessibility, and level of service. New signal to be added at NE 54th St. and St John's Blvd. Identified through the development review process. (Outside 6-year horizon)

Project 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
 Project Area
 SCIP Projects
 Sewer Utility Service Boundary
 Water Utility Service Boundary
 City Limits

FUNDING & SCHEDULE

Project Number:

Grant Funded:**Total Project Cost: \$14,000,000**

Start of Const. (year):	Unknown
--------------------------------	---------



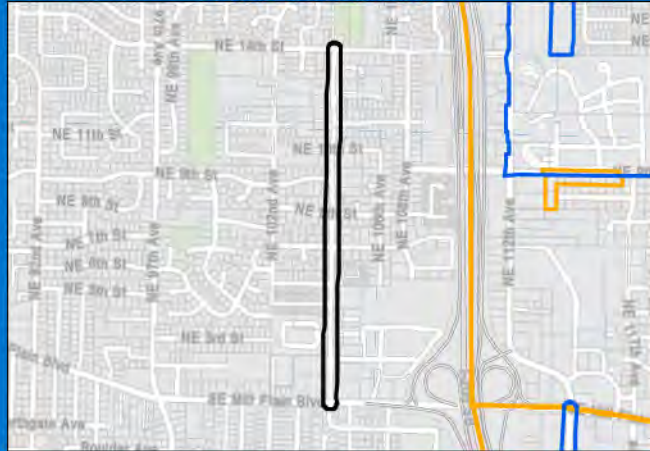
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 104th Avenue - SE Mill Plain Blvd to NE 14th Street

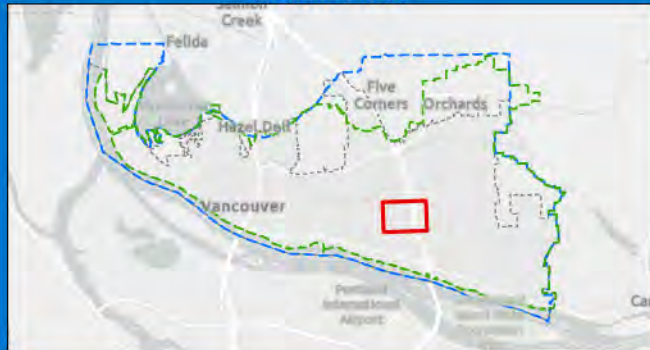
Project Extent: SE Mill Plain Blvd.

To: NE 14th St.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Upgrade of existing 2-lane road to an urban arterial (1 lane each direction plus turn lane), including sidewalks, ADA ramps, mobility lanes and streetlights. Identified through the development review process. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$12,000,000

Start of Const. (year): Unknown



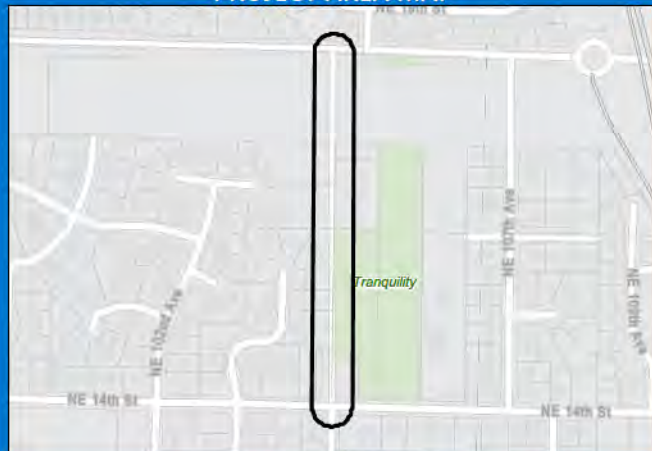
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 104th Avenue - NE 14th Street to NE 18th Street

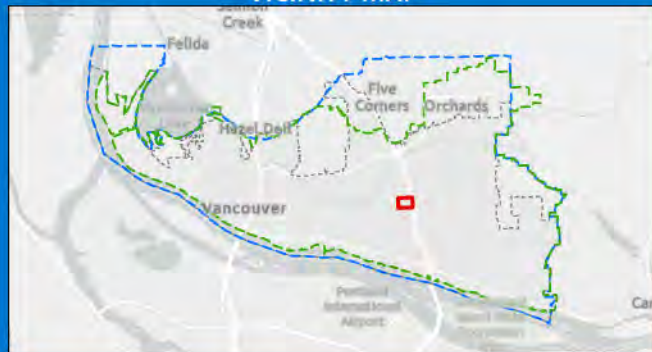
Project Extent: NE 14th St.

To: NE 18th St.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

New arterial street (1 lane each direction plus turn lane), with sidewalks, ADA ramps, mobility lanes and streetlights, to increase safety, mobility, accessibility and level of service. Identified through the development review process. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$12,000,000

Start of Const. (year): Unknown

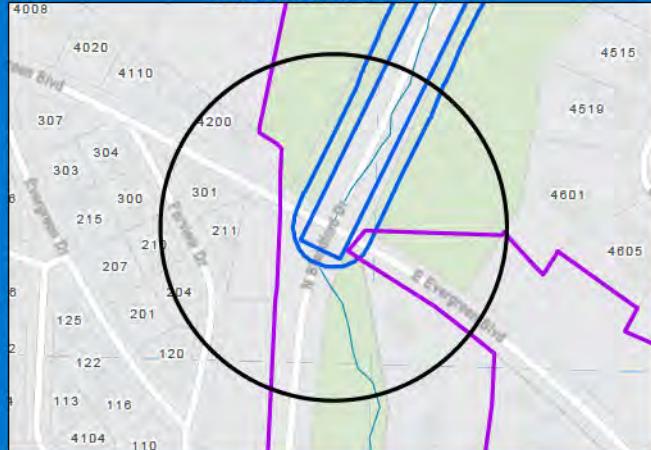


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

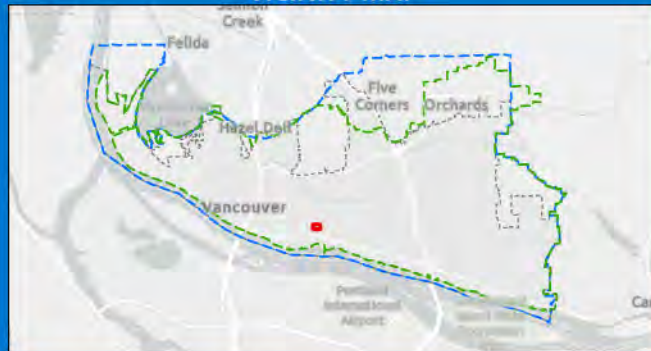
Project: E. Evergreen Blvd. Bridge over S. Blandford Dr.

Project Extent:

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Replace existing bridge along Evergreen Blvd. at Blandford with new structure. Project will address safety and accessibility for all modes of travel. Identified through the City's Bridge Inspection Program. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$15,000,000

Start of Const. (year): Unknown

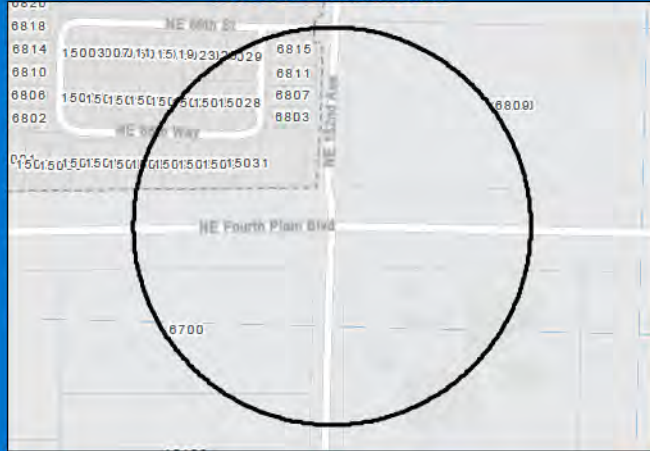


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

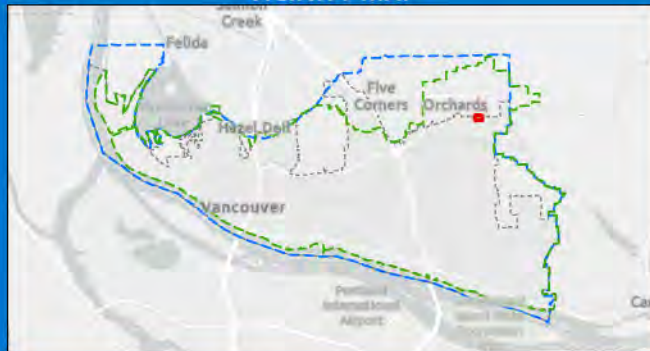
Project: NE 152nd Ave. and NE Fourth Plain Blvd. Signal

Project Extent:

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Active
Funding Status:	Partially Funded

PROJECT DESCRIPTION

Project Description:

Install new signal to accommodate future growth. Originated with Bircher area redevelopment.

Project Priority Score:

LOWEST

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ100351

Grant Funded:

Total Project Cost: \$530,000

Start of Const. (year): Unknown



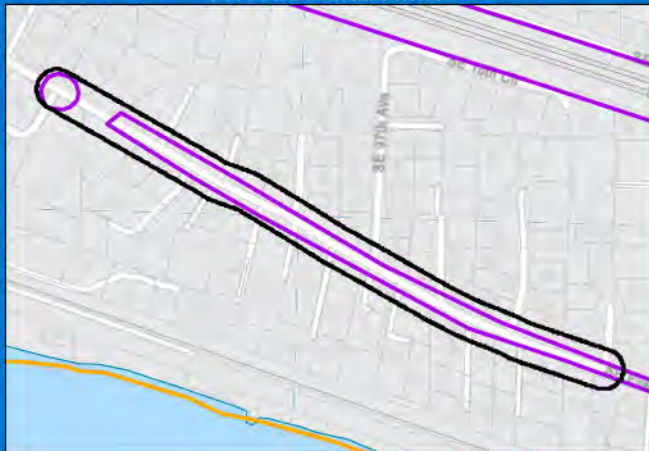
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: SE Evergreen Hwy Pathway - Weber Arboretum to SE 100th Ct.

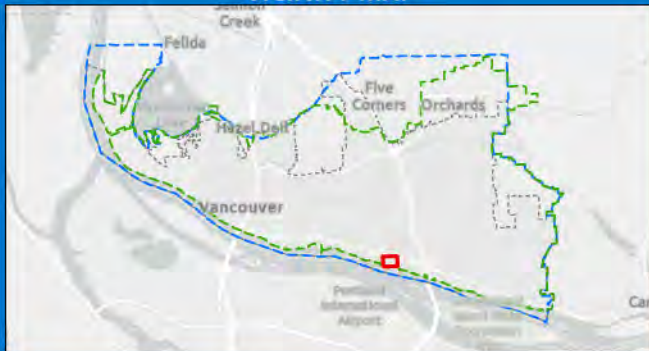
Project Extent: Weber Arboretum

To: SE 100th Ct.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Active Transportation
Project Status:	Active
Funding Status:	Partially Funded

PROJECT DESCRIPTION

Project Description:

Upgrade street with 6 to 10 foot pedestrian pathway on south side of roadway, a priority east/ west pedestrian and mobility lane corridor. Design and ROW funded. No funding for construction. 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).

Project Priority Score:
LOWEST

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRJ071448

Grant Funded:

Total Project Cost: \$400,000

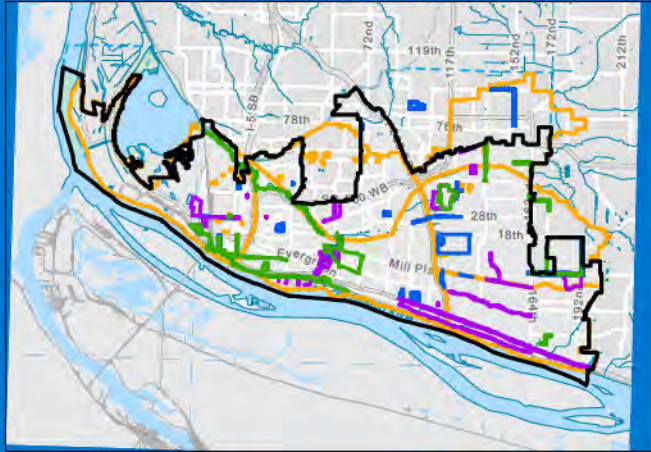
Start of Const. (year): Unknown

2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: Complete Streets/Multimodal Safety and Accessibility

Project Extent: Citywide

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

Project Type:	Active Transportation
Project Status:	Active
Funding Status:	Funded

PROJECT DESCRIPTION

Project Description:

Ongoing program budgeted at \$15M/yr., to address safety and accessibility for people walking, biking, and rolling. Projects include: TRANS-258 - 44th Plain Safety Improvements - Ft. Vancouver Way to 62nd Ave, TRANS-740 - Evergreen Hwy Pathway, TRANS-889 - 18th and Devine ADA Improvements, TRANS-899 - 44th/Plain Blvd. Pedestrian Crossing, TRANS-910 - Hazel Dell/BBC Crossing, TRANS-917 - MacArthur/Mill Plain Complete Street, TRANS-919 - 34th St. Complete Street, TRANS-920 - McGillivray Complete Street, TRANS-921 - 112th Ave Complete Street, and TRANS-943 - Garrison Sidewalk Improvements.

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

FUNDING & SCHEDULE

Project Number: PRJ072459

Grant Funded:**Total Project Cost: \$**

Start of Const. (year): Ongoing

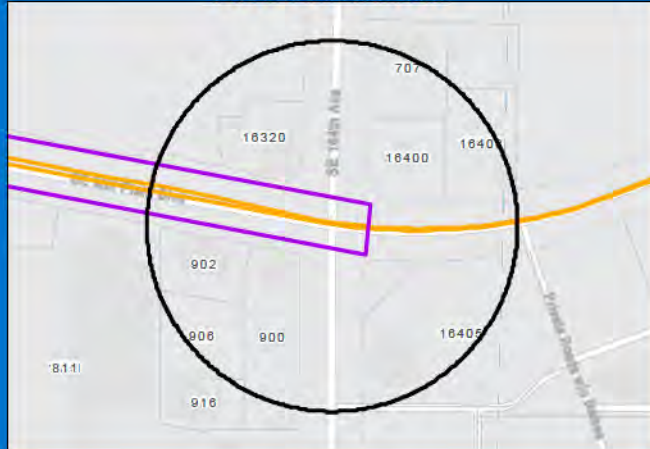
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: SE 164th Ave. and SE Mill Plain Blvd. Intersection Improvements

Project Extent:

To:

PROJECT AREA MAP



PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Future
Funding Status:	Unfunded

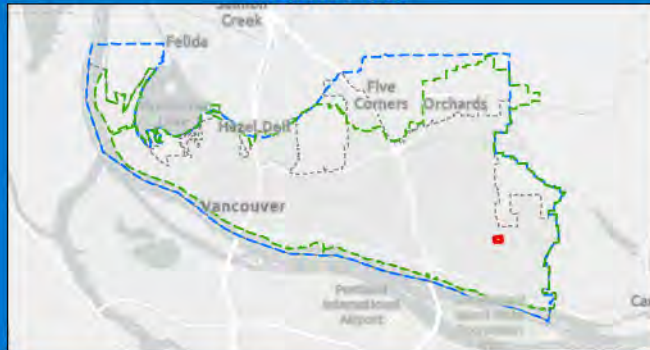
PROJECT DESCRIPTION

Project Description:

Increase left-turn movement capacity at intersection of 164th Ave/Mill Plain Blvd to improve overall Level of Service. Identified by staff.

Project Priority Score:
LOWEST

VICINITY MAP



LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$5,000,000

Start of Const. (year): Unknown



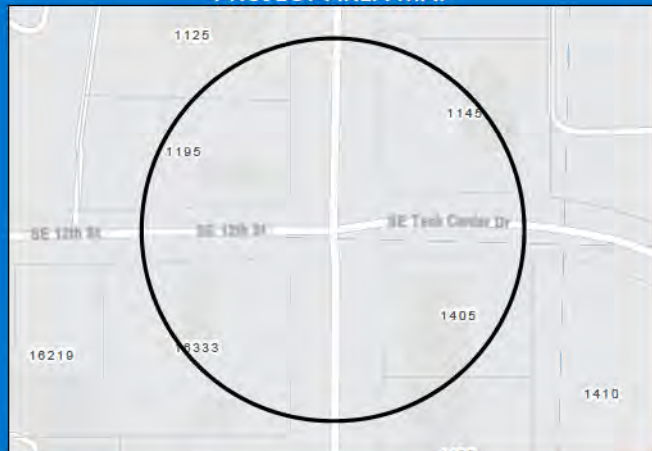
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: SE 164th Avenue and SE 12th Street Improvements

Project Extent:

To:

PROJECT AREA MAP



PROJECT SUMMARY

Project Type:	Signal & Lighting Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

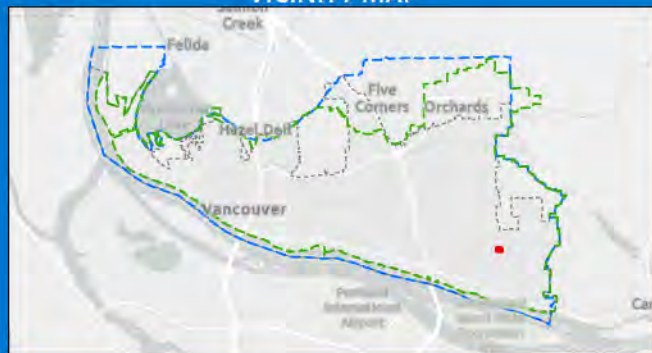
Project Description:

Increase left-turn movement capacity at intersection of SE 164th Ave. and SE 12th St. to improve overall Level of Service. Identified by staff. (Outside 6-year horizon)

Project Priority Score:

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

VICINITY MAP



LEGEND

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

FUNDING & SCHEDULE

Project Number:

Grant Funded:

Total Project Cost: \$1,000,000

Start of Const. (year): Unknown



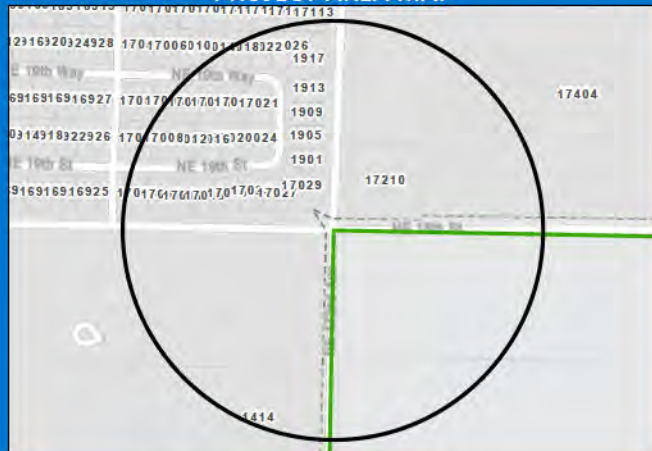
2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

Project: NE 18th St. and NE 172nd Ave. Intersection Improvements

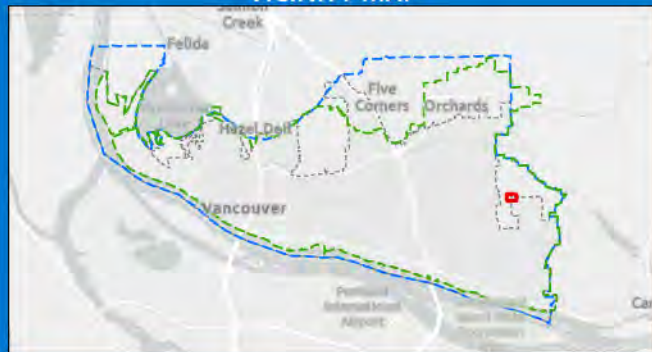
Project Extent:

To:

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

Project Type:	Arterial Improvements
Project Status:	Future
Funding Status:	Unfunded

PROJECT DESCRIPTION

Project Description:

Install additional turn lanes and other signal improvements at the intersection of NE 18th Street and NE 172nd Avenue. Identified through the development review process. (Outside 6-year horizon)

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number:

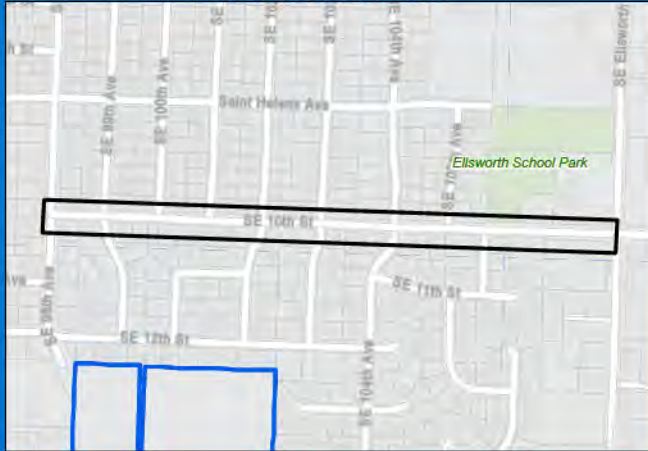
Grant Funded:

Total Project Cost: \$500,000

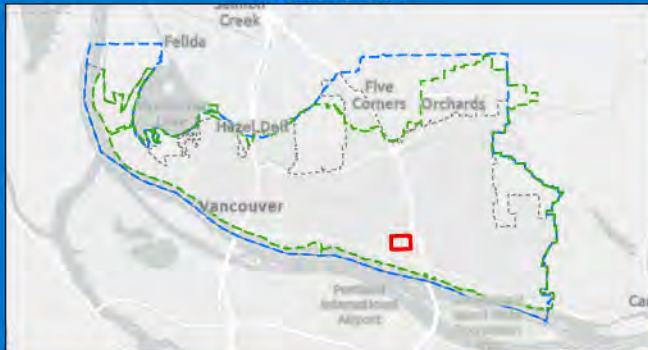
Start of Const. (year): Unknown

To: SE Ellsworth Rd.

PROJECT AREA MAP



VICINITY MAP



PROJECT SUMMARY

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

PROJECT DESCRIPTION

Project Description:

Install sidewalks and ADA ramps along SE 10th Street from SE 98th Avenue to Ellsworth Road, including on the north side between Ellsworth Rd. and I-205. Identified by staff and public. (Outside 6-year horizon)

Project 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:

Grant Funded:

Total Project Cost: \$2,000,000

Start of Const. (year):	Unknown
--------------------------------	---------

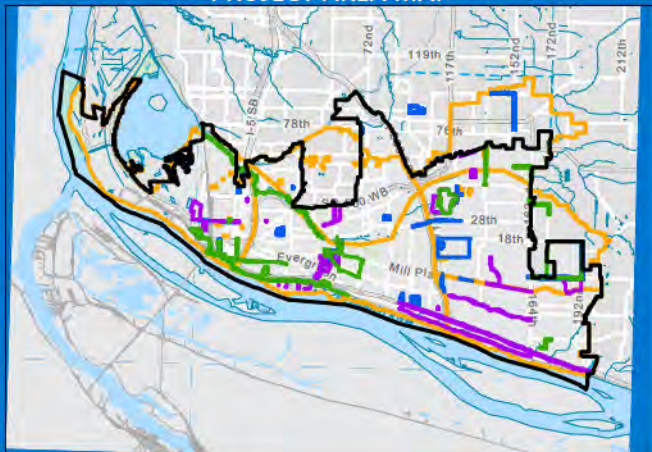


2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

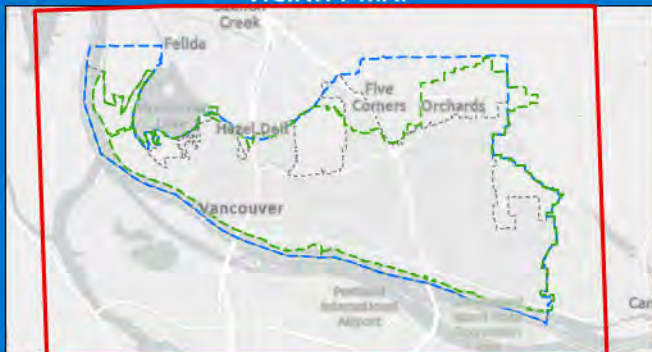
Project: Citywide Transportation Demand Management Program

Project Extent: Citywide

PROJECT AREA MAP



VICINITY MAP



To:

PROJECT SUMMARY

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

PROJECT DESCRIPTION

Project Description:

Citywide program that encourages modes of travel other than single occupant vehicles. This includes: mobility lanes, pedestrian, transit, carpool, rideshare, etc. This has been exclusively funded through grants previously, which is no longer sustainable. Program budget to be determined.

Project Priority Score:

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

LEGEND

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

FUNDING & SCHEDULE

Project Number: PRG0234

Grant Funded:

Total Project Cost: \$

Start of Const. (year): ongoing

Staff Report: 112-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/17/2024

SUBJECT Amendments to the Procurement Ordinance, Vancouver Municipal Code 3.05

Key Points

- Amendment to update special market conditions to add an additional condition exempt from the procurement process.
- Amendment to section 3.05.240 to remove references to limited works and provide additional language on when City crews can be utilized to perform work to be consistent with changes in State law that go into effect on July 1, 2024.
- Amendment to section 3.05.330 to remove the references to limited works to be consistent with changes in State law that go into effect on July 1, 2024.

Strategic Plan Alignment

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

Present Situation

The City updated its procurement ordinance in 2010, 2012, 2016, and 2023. In 2023, the State legislature modified the small works roster program and eliminated the limited works roster process, which requires amendments to the City's procurement ordinance. In addition, staff determined a new special market condition should be added to the ordinance because of the City's specific procurement needs regarding internet service providers. Proposed changes include:

- Section 3.05.040 Special Market Conditions: Add internet services to market conditions exempt from the procurement process.
- Section 3.05.240 When Bids are Required for Public Works and Improvements: Update language consistent with 2023 legislative updates.
- Section 3.05.330 Small Works Roster- Limited Works: Update language consistent with 2023 legislative updates.

Staff recommends approving the amended City Procurement Ordinance, Vancouver Municipal

Code (VMC) Chapter 3.05.

Advantage(s)

1. Align procurement ordinance with City practices effective July 1, 2024.
2. Align procurement requirements with State legislative amendments effective July 1, 2024.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Consent - June 10, 2024

Action Requested

On Monday, June 17, 2024, subject to second reading and public hearing, approve the amended City Procurement Ordinance, Vancouver Municipal Code (VMC) Chapter 3.05.

Anna Vogel, Procurement Manager, 360-487-8429

ATTACHMENTS:

- ▣ Presentation
- ▣ Ordinance



Procurement Ordinance Update

Anna Vogel

Procurement Manager,
Financial and Management Services
June 17, 2024



Proposed Changes

VMC 3.05.040 Special Market Conditions

Special Market Conditions
Sole Source
Special Design
Surplus
Insurance and Bonds
Securities and Investments
Software Licenses and Maintenance Fees

- Propose adding Utilities, including Internet Services



Proposed Changes

VMC 3.05.240 and VMC 3.05.330

- **Legislative Changes**
 - Work Performed by City Crews
 - Small Works Roster Changes



Discussion



06/10/24 (Date of First Reading)
06/17/24 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver relating to the amendment of procurement policies and requirements set forth in Vancouver Municipal Code (VMC) Section 3.05; adopting legislative findings; amending VMC Sections 3.05.040, 3.05.240, and 3.05.330 to reflect recent changes in state law and procurement needs; providing for severability; and setting an effective date of July 1, 2024.

WHEREAS, in 1994 the City adopted VMC 3.05 to establish comprehensive policies for the procurement of materials, supplies, equipment and services and the procurement of contracts for public works and capital improvements;

WHEREAS, the City has periodically amended VMC 3.05 to reflect changes in City policy and state law;

WHEREAS, the City now desires to amend certain sections of VMC 3.05 to reflect recent changes in state law and procurement needs.

WHEREAS, the City Council adopts and incorporates by reference Staff Report SR-_____ and finds that it is in the public interest to amend the City's procurement standards and requirements;

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on June 10, 2024 and a public hearing concerning the ordinance and proposed code changes on June 17, 2024;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings. The City Council hereby adopts and incorporates by reference the above recitals as findings in support of this Ordinance.

Section 2. Amendment. Vancouver Municipal Code Section 3.05.040 entitled “Special market conditions” as codified by Ordinance M-3129 § 2 and last amended by Ordinance M-4417 § 5 is hereby amended as follows:

3.05.040 Special market conditions.

The director or designate is authorized to make purchases which are subject to special market conditions as set forth below by negotiation without competitive bid; provided that the purchases are subject to city council approval under Section 3.05.100, 3.05.210 or 3.05.240, prior to the making of such purchase, which approval may be continuing as to the special market condition. Special market conditions include the following examples set forth below:

1. When a purchase or service is clearly limited to a sole source or supply;
2. When an item required is of special design, shape or manufacture to match or fit in with an existing installation or standardization plan and competitive bidding is found to be impracticable;
3. When it is possible to procure what the director or designate finds to be an obvious bargain in surplus or used material, supplies or equipment;
4. Insurance and bonds;

5. *Repealed by M-4417.*
6. Securities and investment purchases;
7. *Repealed by M-4417.*
8. *Repealed by M-4417.*
9. *Repealed by M-4417.*
10. Software licenses and maintenance fees;
11. *Repealed by M-4417.*
12. *Repealed by M-4417.*
13. *Repealed by M-4417.*
14. Internet services.

Section 3. Amendment. Vancouver Municipal Code Section 3.05.240 entitled “When bids required for public works and improvements” as codified by Ordinance M-3129 § 2 and last amended by Ordinance M-4417 §18 is hereby amended as follows:

3.05.240 When bids required for public works and improvements.

A. Except when otherwise authorized herein or by VMC 2.12.080 or 3.05.030, or Chapters 39.04 and 39.28 RCW relating to emergency public works or other applicable general state law as now enacted, or as hereafter amended, all public works and improvements shall be done by contract. Such contracts shall be awarded pursuant to public notice and call for competitive bids. Provided, that small works ~~and limited public works~~ may be done pursuant to VMC 3.05.330; and provided further, that the city may have public works performed by city employees during any biennial budget period which are cumulatively equal to a dollar value which does not exceed 10 percent of the total public works construction budget of all city departments, including any amount in a supplemental public works construction budget and any amount of public works that

the city has a county perform under RCW 35.77.020 for that biennial budget period. In addition to the biennial percentage limitation, city employees will not perform such public work whenever the estimated cost of such public work or improvement, including the cost of labor, materials and supplies, equipment and applicable Washington State and local sales tax, will exceed the sum of \$150,000 if more than a single craft or trade is involved with the public works project, or \$75,500 if a single craft or trade is involved with the public works project or the public works project is street signalization or street lighting. A "public works project" means a complete project as defined in VMC 3.05.241. However, pursuant to RCW 35.22.620, the city's employed personnel may perform work which is an accepted industry practice under prudent utility management without a contract using materials of a worth not exceeding \$300,000, excluding the value of individual items of equipment.

B. When any emergency requires the immediate execution of such public work, the city shall comply with the provisions of RCW 35.22.620(6), 39.04.280, and VMC 2.12.080 as now or hereafter amended. The director or designate shall within two weeks following award of an emergency public work contract enter into the public record written findings of the existence of an emergency. Entry into the public record may be by written report to the city manager and city council, posting on the city website or such other means as are practicable under the circumstances.

C. Notice of call for bids shall be given by posting thereof in a public place in the city and by publication in a newspaper of general circulation within the city once each week for two consecutive weeks. The deadline for receiving bids shall be not less than 13 days from the date of first publication; except that notice by publication may be given in the manner authorized by

RCW 39.28.020(5) or other general state law when applicable. Provided, that prior to notice of call for bids, the director of public works, at their discretion, may require any and all potential bidders interested in bidding on a public works project to participate in a prequalification process. The prequalification process shall be to ensure that each such bidder(s) has the means, plans, equipment and experience to bid and complete the project. The director of public works is authorized to, and shall, develop written procedures for the administration of such prequalification process.

Section 4. Amendment. Vancouver Municipal Code Section 3.05.330 entitled “Small works roster – Limited public works.” as codified by Ordinance M-3129 § 2 and last amended by Ordinance M-4417 § 22 is hereby amended as follows:

3.05.330 Small works roster—~~Limited public works.~~

For public works in which the estimated cost is \$300,000 or less, the city may use a small works roster ~~or rosters or limited public works~~ as an alternative to bidding in accordance with RCW 39.04.155~~152~~, as amended; provided, that in such case, the director or designate shall prescribe policies and procedures to implement the small works roster ~~and limited public works~~ programs in accordance with law.

All contracts for public works, where the cost thereof is \$300,000 or less ~~but more than \$50,000~~ may be approved by the director or designate, and shall be made by the small works roster contract procedures in accordance with RCW 39.04.155~~152~~, as amended.

~~All contracts for public works where the cost thereof is \$50,000 or less may be approved by the director or designate, and shall be made by the limited public works process procedures in accordance with RCW 39.04.155, as amended.~~

The city shall award all contracts under this section to the lowest responsible bidder as defined in VMC 3.05.310 except when using direct contracting processes permitted under RCW 39.04.152; provided, however, that the city reserves its right under applicable law to reject any and all bids, and also to waive "minor irregularities if in the public interest."

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall be effective July 1, 2024.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver relating to the amendment of procurement policies and requirements set forth in Vancouver Municipal Code (VMC) Section 3.05; adopting legislative findings; amending VMC Sections 3.05.040, 3.05.240, and 3.05.330 reflecting recent changes in state law and procurement needs; providing for severability; and setting an effective date of July 1, 2024.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 360-487-8711, or via <https://www.cityofvancouver.us/government/public-records-request/>.



Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency
Situation Report # 7

Incident Commander: Aaron Lande
Operational Period: May 2024

New Emergency Orders (if any)

NONE

Emergency Response

- **We've lost 20 people since the Homeless Memorial** in December 2024; **12 of those deaths were due to overdose**
- 1/1/24 – 5/23/24 reporting from **VFD shows 955 unique calls related to homelessness:**
 - **69 Fire calls & 886 Rescue/EMS**

HART Activities

- In addition to the regular clean-ups noted in previous Situation Reports, HART conducted clean-ups at the following locations:
 - 164th & 18th
 - Waterfront
 - 8th/11th & Jefferson
 - Other smaller pop-up jobs/locations as needed
 - Regular coordination with WSDOT for outreach and cleanup on their properties
- Removed **38.03 tons of solid waste from public property** in May; **YTD: 181.06 tons**
- Temporarily stored property for 5 people; returned property to 2 people (This is typically a process connected with citations into Community Court)
- Responded to **181 My Vancouver app submissions in May; YTD: 570**

Community engagement and tours:

- William D. Ruckelshaus Center spring Advisory Board meeting to discuss local policy issues
- Fircrest Neighborhood Association
- Greater Vancouver Chamber of Commerce Social Justice Subcommittee
- Individual neighbors
- City of Muskegon, MI
- Hough Neighborhood Association
- Clark County Council
- Sakura 39ers

Safe Stays/Safe Park

- **The Outpost:**
 - **3 residents exited to housing**, and 4 new residents were welcomed in
 - **1 resident approved for SSI**
 - BBQ with River City Church
 - **DSHS mobile team** made first visit to the Outpost;
 - **3 of the new residents were able to receive their food benefit card**
 - **2 got updates on ABD (Aged Blind Disabled cash benefit) status**
 - **1 completed 6-month review and signed up for healthcare benefits**
 - Victory Garden built a new bench for the site
- **Hope Village:**
 - **2 residents exited to housing** (Community Court graduates)
 - Welcomed 4 new residents
 - Hired new Case Manager (newly funded position)
- **415 West:**
 - **2 people exited to housing**
 - **1 resident has been referred to a Permanent Supportive Housing (PSH) program** and is working through that process
 - **3 Residents enrolled in Medication Assisted Treatment (MAT) program**
 - **1 resident completed detox**
 - Victory Food Project Garden Box work party: this project is one of the Community and Neighborhood Grants Program awards.
- **Kiggins Village:**
 - **4 current residents with housing vouchers** and in housing search process
 - **1 resident obtained employment**
 - Many successes with **getting folks document-ready and accessing benefits** they're eligible for:

- Vet who has been without VA disability compensation for more than 10 years is finally working through the appeal process
 - Vet who has been without social security card and SSDI benefits now has an appointment to reinstate benefits
 - **2 residents obtained ID and 4 obtained Social Security cards**
- Air conditioners were installed in shelter units before it got too hot!
- **Road2Home-Safe Park:**
 - **5 residents exited to housing**
 - **1 resident transferred from vehicle to more substantial shelter** at one of our Safe Stays
 - **1 resident obtained employment**
 - 1 resident with high medical needs has finally secured a date for a needed surgery
 - **1 resident has had visitation with children reinstated**
 - BBQ with Crossroads Church
 - Water balloon fight with the kids

Community Court

- Property use agreement is nearing completion for eventual relocation and expansion of Community Court capacity.

Columbia River Mental Health Services – Community Response Team (CRMHS – CRT) April 26 – May 23

- **Outreach**

Incoming calls screened:	9
In-Person Responses:	57
Number of businesses contacted:	59
Public Engagements:	26
Public Engagement Contacts/Individuals	94

- **Ongoing and New Partnerships**
 - St Vincent de Paul – twice a week
 - River City Church – weekly
 - Recovery' Café – weekly
 - The Giving Closet – weekly
 - The Center, Adventist Community Services – twice a week
 - Fourth Plain Community Commons – weekly
 - FISH of Downtown (still determining schedule)

- **Update on Progress**

Team is piloting expansion to downtown/uptown corridors and has engaged with HART and Vancouver Downtown Association to identify needs and referral processes.

Team members have observed that they are earning the trust of community members with behavioral health needs, which has been accomplished by partnering with other organizations and being available at those locations on a consistent and regular basis. This has allowed the team to get to know individuals, and for individuals to get to know them, by listening to stories, sharing their own experiences, and providing support with recovery journeys. Multiple people that the team has engaged with over the last several months have reported being ready to engage in treatment services, which is an important step in their recovery journeys and signals major milestones in their lives, both mentally and physically. CRT is happy to be a part of the support network in this community.

Property Closures

None



CITY OF
Vancouver
WASHINGTON

City Council Policies

June 17, 2024

Jonathan Young
City Attorney



Overview

- Feedback on proposed edits to Community Communications
- Topics desired at next City Council Policy discussion(s)
- Confirmation of next steps





Community Communications

- Add one (1) additional forum per month
- First meeting of each month
- Immediately preceding adjournment
- Untelevised with no Final Action
- Discussion of any lawful topic
- Maximum 90 minutes total | 3 min. per speaker



Additional Topics



Complaints



Parliamentary
Procedure



Filling City Council
Vacancies



Proclamations



Attendance



Response to
group messages



Travel



Annual DEI Training



Retreats



City Council Compact



Further discussion | policy development





Next Steps

- 07.08.2024 – Formal consideration of Amendments to Policy 100-32 adding a monthly Community Forum.
- Discussion of additional topics identified by City Council.
- City Attorney to draft desired amendments and return for consideration.



MEMORANDUM

DATE: June 17, 2024

TO: Mayor, City Council

CC: Eric Holmes, City Manager

FROM: Jonathan Young, City Attorney

RE: City Council Policies

Mayor, City Council,

On April 1, 2024, you participated in a Workshop regarding your City Council Policies. Your comments and discussion provided City Staff with the following direction:

A. PROPOSED CHANGES

City Staff took away the following points and direction from City Council's discussion and has crafted proposed edits consistent with these points:

1. Community Communication:

- The current format of quarterly community forum events is going well and very productive. City Council is interested in expanding opportunities for community communication while maintaining the current practice of conducting quarterly community communication events.
- Council has an interest in providing additional opportunities for community members to express ideas and concerns that they may have. In doing so, the following interests should be balanced:
 - Frequency. Increase the frequency of opportunities for community members to engage with the entire City Council;
 - Decorum. Exercise any legal options to ensure that community engagement remains safe and welcoming for all voices – including, without limitation, voices that have been historically unheard;
 - Predictability. Ensure that community communication events have a regular, predictable cadence. (E.g., first City Council meeting of each month.)

- Responsive to Priorities. (1) The Council wishes to ensure that the focus of conducting City Council meetings (which are business meetings) remains on conducting the business of the City; (2) the goal of community communication events is to afford City Council the opportunity to hear about issues and concerns from community members – not to provide an open platform for anyone who wants to be on television.

Summary of Proposed Changes: In an effort to address the points above, proposed changes have been offered to City Council Policy 100-32, City Council Meetings. If adopted, these changes would:

- Maintain the current practice of conducting quarterly community communication events;
- Add twelve (12) community communication events per year – one (1) additional community communication forum per month;
- Specify that the new, monthly forum will be held at the end of the first City Council meeting of each month (following Communications from the Council and City Manager);
- Allow participation in the new forum via in-person or remote attendance (advance registration by noon on the day of the meeting is required for remote attendance);
- Conduct the forum in a manner that is open to the public in full compliance with state law (audio recorded as necessary for compliance with RCW 42.30), but not televised;
- Specify that no final action may be taken by City Council following the end of the televised broadcast and beginning of the monthly community communication event;
- Provide a maximum duration of up to three (3) minutes per speaker and up to ninety (90) total minutes of testimony unless extended by majority vote of the Council;
- Specify that testimony may be on any lawful topic* related to the City of Vancouver.

(* To learn more about limitations on lawful testimony, please see: RCW 4.36.120 (libel and slander); RCW 9A.46 (harassment); RCW 42.17A.555 (use of public facilities for political purposes); and City Council Policy 100-32, Section 10.14.)

2. Complaints Against Appointed Officials:

On April 1, 2024, City Staff also took away that Council is interested in memorializing a consistent method for addressing any complaints lodged against the City Manager or City Attorney. This policy is still under development and, when completed, will address the following interests:

- Staff will propose a process for evaluating all plausible complaints that, if true, would constitute a violation of law or policy.
- Staff will memorialize the process via a written addition to the City Council policies, which are available on the City's website.
- The process will identify the following elements with specificity: (A) how complaints may be submitted, (B) what steps will be taken to evaluate complaints, and (C) City Council's expectations regarding notification of the outcome of such complaints.

City Staff anticipate returning to Council later this summer with a proposed policy containing the points above. Additionally, City Staff members are mindful that the Council may desire further discussion on City Council policies as specified below.

B. Further Discussion. Further discussion of the following topics may be of interest to one or more Councilmembers:

1. Filling Council Vacancies: (a) creation of community engagement event, and/or (b) use ranked choice voting to assist in narrowing the focus of Council's vote to appoint to a vacant position.
2. Attendance: notification of absences.
3. Travel: e.g. conferences or sister city.
4. Communications to the Council: one response on behalf of all.
5. Parliamentary procedure: increased specificity beyond reference to Robert's Rules.
6. Proclamations: curating topics.
7. DEI: Annual Council training in diversity, equity and inclusion (DEI) and accessibility.
8. Retreats: Programming retreats and fifth Mondays.
9. Council Compact.

On June 17, 2024, Council will be asked under "Manager Communications" which of the topics above are of interest to two or more Councilmembers. Follow-up time for discussion will be scheduled accordingly.

Attachment(s):

- Policy 100-32 with proposed tracked changes;
- Policy 100-32 clean copy; (proposed changes accepted for ease of reading).



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
Subject	Number	Rev.	Effective Date	Page 1 of 12
City Council Meetings	100-32	K L	1/9/2023 7/8/2024	
	Supersedes 12/19/2022 1/9/2023	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999
City Council Resolution M-3258, November 22, 1999
City Council Resolution M-3350, July 23, 2001
City Council Resolution M-3412, December 12, 2002
City Council Resolution M-3607, April 16, 2007
City Council Resolution M-3737, March 21, 2011
City Council Resolution M-3844, December 15, 2014
City Council Resolution M-3912, November 14, 2016
City Council Resolution M-3980, September 24, 2018
City Council Resolution M-4157, December 13, 2021
City Council Resolution M-4172, June 6, 2022
City Council Resolution M-4201, December 19, 2022
City Council Resolution M-4204, January 9, 2023
City Council Resolution M- , July 8, 2024

4.0 Presiding Officer

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are

absent, the most senior member in attendance shall act in that capacity. Seniority amongst members of the Council shall be established according to the date members first join the Council. In the event two or more members of the Council are elected from the same election, seniority among such members shall be established according to number of votes received (such that the highest available seniority is conferred to the Councilmember-elect who received the greatest number of votes).

4.1. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter* and Ranked Choice Voting. All members of the City Council, including those nominated for Mayor Pro Tempore, shall vote unless they abstain for a qualifying reason. See Section 10.16.3. The City Council Assistant shall prepare and circulate a ballot containing the names of all nominees. Council members will then be given an opportunity to fill out and return their ballot to the City Council Assistant who will tally the votes as follows:

- If a nominee receives 50 percent or more of first-choice votes, that nominee wins.
- If no nominee exceeds 50 percent of first-choice votes, the nominee(s) in last place is/are eliminated. All the votes for the eliminated nominee(s) are then reallocated to whichever nominee those voters ranked second.
- The elimination process is repeated until one nominee receives over 50 percent of the vote.

In the event that the first round of ranked choice voting results in a tie between two or more nominees, the Presiding Officer may call for further discussion from the City Council and repeat the process above, as needed, until a Mayor Pro Tem has been selected. Copies of all counted ballots will be affixed to the meeting minutes.

4.2. Obligations of Presiding Officer

The Presiding Officer shall:

- (1) Preserve order and decorum in the Council chambers in accordance with Section 10.14~~5~~;
- (2) Observe and enforce all rules adopted by the Council;
- (3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember;
- (4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
- (5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 General Information

5.1 Meetings Schedule

City Council meetings are held on the first, second, third, and fourth Mondays of a month (“Regular Meetings”) in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Special Meetings may be scheduled on the fifth Monday of a month on an as-needed basis for in-depth policy discussions, and other dates upon proper notice. (RCW 42.30.080).

The Vancouver City Charter requires that Council meet “regularly” but not less often than twice each month. All Regular meetings will begin at 6:30 p.m., unless otherwise advertised, and will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

In the event a City-recognized holiday occurs on Monday, the Council shall not meet. The City Manager’s Office will develop the next year’s annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule will be distributed to Council, the media, and all City departments, and will be placed on the City’s website before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2 Quorum

At all meetings of the Council, a majority of the Council constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. (*Section 2.10 of Vancouver City Charter*)

5.3 Councilmember Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, as well as Council Assistant, if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

5.4 Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on

seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

5.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend. At the discretion of the City Manager, the Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.6 Recording Proceedings

The City Clerk or delegate shall maintain action minutes of all Regular, Special Meetings and Workshops of the Council in accordance with statutory requirements and Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.7 Broadcasting

Regular meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, whenever reasonable use of technology allows.

5.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

6.0 Order of Business

Regular meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 may occur in the event of scheduling necessities or by Council action.

6.1. Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Approval of Minutes
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings
- New Business
- Unfinished Business
- Communications
 - From the Council
 - From the Mayor
 - From the City Manager
- Adjournment

6.1.1. Regular Meetings with a Community Communication Forum

The agenda for Regular Meetings with a Community Communication Forum will follow the same order as Regular Meetings except:

- CVTV Coverage will end following Communications from the City Manager, following which there will be no Final Action¹ by the Council; and
- Communications from the Community (the Monthly Community Forum) will be the last agenda item preceding adjournment.

7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from 4 to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance.

¹ Once the Presiding Officer has ordered that CVTV end the television broadcast of a regular City Council meeting, no additional Final Action shall be taken. "Final Action" as used in this policy means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. (See also, RCW 42.30.020.)

Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular meetings, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Public Meetings Act. Council Regular Meetings, and Workshops are “regular meetings” as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1).

9.0 Special Meetings

The city clerk shall call special public meetings of the City Council upon the approval of the Mayor or a majority of the Councilmembers. Any request shall state the subjects to be considered at such special meeting and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter)

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City’s website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The people of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A “meeting” of the Council occurs “when a majority of its members gathers with the collective intent of transacting the governing body's business.”² “Action” is broadly defined as the transaction of the official business of an agency including “deliberations, discussions, considerations, reviews, [and] evaluations” and receipt of testimony.³ If Councilmembers plan to attend an event or meeting with the intent of transacting City business, they should notify the City Manager’s Office so that it can be determined if a quorum of the Council will be present. If a quorum

² Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761, (2015), [Wash. LEXIS 1146](#), *18

³ RCW 42.30.020

will be present the City Manager's Office will provide a notice of a special meeting of the Council. In order to prepare and give notice of the meeting, Councilmembers need to notify the City Manager's Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall "self-police" by either having members leave to avoid a quorum or by not sitting together and not discussing City business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

10.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

10.2 Changes to Agenda Item Order

The Presiding Officer may, with the concurrence of the Councilmembers, take agenda items out of order or change the order of the agenda.

10.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

10.4 Formal Proclamations and Special Presentations

A proclamation is an official announcement or recognition as defined and signed by the Mayor. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council.

10.5 Community Member Communications on Agenda Items

Members of the public are invited to speak for a total of approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public

hearing or which otherwise allows for public testimony. Such public comment is taken at the beginning of the meeting under Community Member Communication and is subject to the provisions of Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Agenda, unless the opportunity for public testimony is extended by majority vote of the Council.

Item numbers to be considered under Community Member Communications shall be indicated on the agenda. Testimony taken under Community Member Communications shall follow protocol set forth in Section 10.14.

10.6 Consent Agenda

Items appearing on the Consent Agenda are routine items voted on by a single motion. Typical items include payment of bills, awarding contracts, adoption of resolutions that do not require a public hearing, and first reading of ordinances. Any Councilmember may remove any item from the Consent Agenda for discussion and separate action. Councilmembers should indicate which items they wish to pull from the Consent Agenda prior to the Council's vote on the full Consent Agenda.

10.7 Ordinances for First Reading

First readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Section 2.13. Upon passage at first reading, City Council sets a date for second reading and public hearing. The Presiding Officer shall read the title of any ordinance passed on first reading into the record.

10.8 Public Hearings

Public hearing items are those specific items being considered by Council on which community members are invited to present their views. Certain item types may be required by law to be scheduled as a public hearing. The Presiding Officer will state the public hearing procedures before each public hearing. Except as otherwise required by law, or otherwise announced by the Presiding Officer, a total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Public Hearings. Provided, that the opportunity for public testimony on Public Hearings may be extended by majority vote of the Council.

All public hearings are advertised in The Columbian at least three days in advance, or as required by law, and information is posted on the City's website. In an emergency, most public hearings can be called within 24 hours with proper media notification, unless longer notice is required by law.

Public testimony on public hearing items is subject to the provisions of Section 10.14.

10.9 Ordinances for Second Reading and Public Hearing

Community members are invited to present their views on proposed ordinances before a final vote by Council. All public hearings on proposed ordinances are advertised in accordance with Section 10.8.

The Presiding Officer shall read into the record the title of any ordinance appearing for second reading at the time of its consideration on the agenda. Second readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Sections 2.14 and 2.15.

10.10 Council and City Manager Communications

City Councilmembers, Mayor and the City Manager make special announcements or provide updates on current issues or items of Council interest.

Councilmembers, the Mayor and the City Manager may also present new proposals and seek feedback on such at this time.

10.11 Community Member Forum

10.11.1 Monthly Community Forum

A Community Member Forum will be scheduled as the last agenda item (immediately preceding final adjournment) at the first Regular Meeting of each month. The City's monthly community forum will be audio recorded by the Council Assistant and conducted in a manner such that it is fully compliant with Washington's Open Public Meetings Act (RCW 42.30), but in general, will not be televised. At each monthly community forum, members of the public are invited to speak for a total of approximately three minutes each on any lawful topic related to City business. Such public comment is subject to the restrictions, limitations, and provisions of Section 10.14. Advance registration is required for remote testimony as specified in Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken at the monthly community forum, unless the opportunity for public testimony is extended by majority vote of the Council. Monthly community member forum events shall also be subject to the provisions of Section 5.1 requiring adjournment by 11 p.m. unless extended by majority vote of the City Council.

10.11.2 Quarterly Community Forum

A **Quarterly** Community Member Forum will be held four times per year, approximately coinciding with the last Regular meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Member Forums, and at additional meetings as noticed and announced,

may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

10.12 New Business

Matters that do not appear on the agenda may be raised as new business.

10.13 Unfinished Business

Council discusses ongoing issues or items continued from earlier meetings.

10.14 Public Testimony and Conduct

Speakers who wish to testify before the City Council are required to complete a “Testimony Registration Form” which requests the speaker’s name, address, agency or group represented, the item the speaker wishes to testify on, and their position on the subject. Distinct cards will be used to identify whether community members wish to offer testimony on items that appear on the agenda or, if applicable, as a part of a community forum. Advance registration is required. Community members who wish to submit written testimony, or testify through the City’s remote meeting platform, must register online by 12:00 p.m. on the day of the meeting. Copies of written testimony shall be distributed to the City Council in advance of the meeting. Those who wish to testify in-person, must submit a written Testimony Registration Card to the City Council Assistant by the beginning of the meeting or at such later time as the Presiding Officer may permit.

At the appropriate time, speakers are requested by the Presiding Officer to step up to the place designated for testimony, give their name and place of residence for the record, and limit remarks to approximately three minutes. (Council prefers lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.) All remarks will be addressed to the Council as a whole. Each person who addresses the Council shall do so in an orderly manner, upon recognition by the Presiding Officer, and refrain from disorderly words or conduct.

The term “disorderly words or conduct” as used in this City Council Policy means that those addressing the City Council shall not, by words or action, engage in unlawful conduct or make any threatening, harassing, slanderous, or profane, or prohibited political⁴ remarks to any member of the Council, staff or the general public. Any person who makes such remarks or who becomes boisterous, threatening or personally abusive violates this policy while addressing the Council, and which or disrupts or otherwise impedes the orderly conduct of any Council meeting, may be requested to leave the meeting.

⁴ Pursuant to RCW 42.17A.555, the City is prohibited from allowing testimony in support or opposition to any ballot proposition except as expressly allowed by law. The City is also prohibited from allowing testimony in support of any person’s campaign for an elective office.

In addition, members of the audience are prohibited from disrupting, disturbing, delaying or impeding the orderly conduct of a meeting of the Vancouver City Council.

The Presiding Officer ~~and or~~ City Manager ~~has~~^{ve} the authority to enforce the Rules of the City Council and preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly words or conduct as described herein, ~~and or for otherwise which~~ disruptings or ~~otherwise impedinges~~ the orderly conduct of a Council meeting ~~and to enforce the Rules of the Council~~. The Presiding Officer and City Manager may command assistance of any peace officer of the City to enforce all lawful orders to restore order at any meeting.

10.15 Council Discussion

All Council discussion shall be governed by Robert's Rules of Order, Newly Revised. The City Attorney is the Parliamentarian. Every Councilmember shall be provided with a copy of Robert's Rules of Order, Newly Revised when first joining the Council.

10.16 Voting

10.16.1 Roll Call Votes

The Council Assistant will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law. The roll call vote shall be by seniority with the least senior member voting first.

10.16.2 Tie Vote

The passage of a Motion, Resolution or Ordinance is lost by a tie vote, provided that the question may be brought forward again at the request of any member at the same meeting or at the next meeting when any members who were absent or disqualified at the time of the tie vote are present.

10.16.3 Votes on Questions

Each member present shall vote on all questions put to the City Council except on matters on which he or she has been disqualified for a conflict of interest or under the Appearance of Fairness Doctrine. Such a member shall disqualify himself or herself prior to any discussion of the matter. If abstaining, the Councilmember must state the reasons for abstaining, identifying one or more of the following: (1) an excused absence from the prior council meeting and/or (2) a conflict of interest and/or (3) an Appearance of Fairness issue. See Policy 100-39. A Councilmember, who abstains but fails to identify the absence, conflict of interest and/or Appearance of Fairness issue, will be considered to have voted for the majority's position in respect to questions before the council and have their vote so recorded. When disqualification of a member or members results, or would result, in the inability of

the Council to act on a matter on which it is required by law to take action, any member who is absent or who is disqualified under the Appearance of Fairness Doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

10.17 Adjournment

There being no further business, the Presiding Officer adjourns the meeting.

11.0 Agenda Preparation

11.1 General Information

The City Manager's office will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Manager.

11.2 Placing Item on the Agenda

An item may be placed on a Council meeting agenda by any of the following methods:

- (1) By any two (2) or more Councilmembers;
- (2) By the City Manager, or
- (3) By the Mayor.

11.3 Adding an Item to a Published Agenda

An item may be added to a Regular meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

An item may be added to a Regular meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

11.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public by Wednesday prior to the meeting. Agenda materials will be available for Councilmembers by Tuesday prior to the meeting.



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
Subject	Number	Rev.	Effective Date	Page 1 of 12
City Council Meetings	100-32	L	7/8/2024	
	Supersedes 1/9/2023	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999
City Council Resolution M-3258, November 22, 1999
City Council Resolution M-3350, July 23, 2001
City Council Resolution M-3412, December 12, 2002
City Council Resolution M-3607, April 16, 2007
City Council Resolution M-3737, March 21, 2011
City Council Resolution M-3844, December 15, 2014
City Council Resolution M-3912, November 14, 2016
City Council Resolution M-3980, September 24, 2018
City Council Resolution M-4157, December 13, 2021
City Council Resolution M-4172, June 6, 2022
City Council Resolution M-4201, December 19, 2022
City Council Resolution M-4204, January 9, 2023
City Council Resolution M-____, July 8, 2024

4.0 Presiding Officer

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are

absent, the most senior member in attendance shall act in that capacity. Seniority amongst members of the Council shall be established according to the date members first join the Council. In the event two or more members of the Council are elected from the same election, seniority among such members shall be established according to number of votes received (such that the highest available seniority is conferred to the Councilmember-elect who received the greatest number of votes).

4.1. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter* and Ranked Choice Voting. All members of the City Council, including those nominated for Mayor Pro Tempore, shall vote unless they abstain for a qualifying reason. See Section 10.16.3. The City Council Assistant shall prepare and circulate a ballot containing the names of all nominees. Council members will then be given an opportunity to fill out and return their ballot to the City Council Assistant who will tally the votes as follows:

- If a nominee receives 50 percent or more of first-choice votes, that nominee wins.
- If no nominee exceeds 50 percent of first-choice votes, the nominee(s) in last place is/are eliminated. All the votes for the eliminated nominee(s) are then reallocated to whichever nominee those voters ranked second.
- The elimination process is repeated until one nominee receives over 50 percent of the vote.

In the event that the first round of ranked choice voting results in a tie between two or more nominees, the Presiding Officer may call for further discussion from the City Council and repeat the process above, as needed, until a Mayor Pro Tem has been selected. Copies of all counted ballots will be affixed to the meeting minutes.

4.2. Obligations of Presiding Officer

The Presiding Officer shall:

- (1) Preserve order and decorum in the Council chambers in accordance with Section 10.14;
- (2) Observe and enforce all rules adopted by the Council;
- (3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember;
- (4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
- (5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 General Information

5.1 Meetings Schedule

City Council meetings are held on the first, second, third, and fourth Mondays of a month (“Regular Meetings”) in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Special Meetings may be scheduled on the fifth Monday of a month on an as-needed basis for in-depth policy discussions, and other dates upon proper notice. (RCW 42.30.080).

The Vancouver City Charter requires that Council meet “regularly” but not less often than twice each month. All Regular meetings will begin at 6:30 p.m., unless otherwise advertised, and will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

In the event a City-recognized holiday occurs on Monday, the Council shall not meet. The City Manager’s Office will develop the next year’s annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule will be distributed to Council, the media, and all City departments, and will be placed on the City’s website before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2 Quorum

At all meetings of the Council, a majority of the Council constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. (*Section 2.10 of Vancouver City Charter*)

5.3 Councilmember Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, as well as Council Assistant, if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

5.4 Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on

seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

5.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend. At the discretion of the City Manager, the Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.6 Recording Proceedings

The City Clerk or delegate shall maintain action minutes of all Regular, Special Meetings and Workshops of the Council in accordance with statutory requirements and Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.7 Broadcasting

Regular meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, whenever reasonable use of technology allows.

5.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

6.0 Order of Business

Regular meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 may occur in the event of scheduling necessities or by Council action.

6.1. Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Approval of Minutes
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings
- New Business
- Unfinished Business
- Communications
 - From the Council
 - From the Mayor
 - From the City Manager
- Adjournment

6.1.1. Regular Meetings with a Community Communication Forum

The agenda for Regular Meetings with a Community Communication Forum will follow the same order as Regular Meetings except:

- CVTV Coverage will end following Communications from the City Manager, following which there will be no Final Action¹ by the Council; and
- Communications from the Community (the Monthly Community Forum) will be the last agenda item preceding adjournment.

7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from 4 to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance.

¹ Once the Presiding Officer has ordered that CVTV end the television broadcast of a regular City Council meeting, no additional Final Action shall be taken. "Final Action" as used in this policy means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. (See also, RCW 42.30.020.)

Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular meetings, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Public Meetings Act. Council Regular Meetings, and Workshops are “regular meetings” as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1).

9.0 Special Meetings

The city clerk shall call special public meetings of the City Council upon the approval of the Mayor or a majority of the Councilmembers. Any request shall state the subjects to be considered at such special meeting and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter)

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City’s website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The people of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A “meeting” of the Council occurs “when a majority of its members gathers with the collective intent of transacting the governing body's business.”² “Action” is broadly defined as the transaction of the official business of an agency including “deliberations, discussions, considerations, reviews, [and] evaluations” and receipt of testimony.³ If Councilmembers plan to attend an event or meeting with the intent of transacting City business, they should notify the City Manager’s Office so that it can be determined if a quorum of the Council will be present. If a quorum will be present the City Manager’s Office will provide a notice of a special meeting of the

² Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761 (2015). 8

³ RCW 42.30.020

Council. In order to prepare and give notice of the meeting, Councilmembers need to notify the City Manager's Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall "self-police" by either having members leave to avoid a quorum or by not sitting together and not discussing City business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

10.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

10.2 Changes to Agenda Item Order

The Presiding Officer may, with the concurrence of the Councilmembers, take agenda items out of order or change the order of the agenda.

10.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

10.4 Formal Proclamations and Special Presentations

A proclamation is an official announcement or recognition as defined and signed by the Mayor. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council.

10.5 Community Member Communications on Agenda Items

Members of the public are invited to speak for a total of approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public hearing or which otherwise allows for public testimony. Such public comment is taken at

the beginning of the meeting under Community Member Communication and is subject to the provisions of Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Agenda, unless the opportunity for public testimony is extended by majority vote of the Council.

Item numbers to be considered under Community Member Communications shall be indicated on the agenda. Testimony taken under Community Member Communications shall follow protocol set forth in Section 10.14.

10.6 Consent Agenda

Items appearing on the Consent Agenda are routine items voted on by a single motion. Typical items include payment of bills, awarding contracts, adoption of resolutions that do not require a public hearing, and first reading of ordinances. Any Councilmember may remove any item from the Consent Agenda for discussion and separate action. Councilmembers should indicate which items they wish to pull from the Consent Agenda prior to the Council's vote on the full Consent Agenda.

10.7 Ordinances for First Reading

First readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Section 2.13. Upon passage at first reading, City Council sets a date for second reading and public hearing. The Presiding Officer shall read the title of any ordinance passed on first reading into the record.

10.8 Public Hearings

Public hearing items are those specific items being considered by Council on which community members are invited to present their views. Certain item types may be required by law to be scheduled as a public hearing. The Presiding Officer will state the public hearing procedures before each public hearing. Except as otherwise required by law, or otherwise announced by the Presiding Officer, a total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Public Hearings. Provided, that the opportunity for public testimony on Public Hearings may be extended by majority vote of the Council.

All public hearings are advertised in The Columbian at least three days in advance, or as required by law, and information is posted on the City's website. In an emergency, most public hearings can be called within 24 hours with proper media notification, unless longer notice is required by law.

Public testimony on public hearing items is subject to the provisions of Section 10.14.

10.9 Ordinances for Second Reading and Public Hearing

Community members are invited to present their views on proposed ordinances before a final vote by Council. All public hearings on proposed ordinances are advertised in accordance with Section 10.8.

The Presiding Officer shall read into the record the title of any ordinance appearing for second reading at the time of its consideration on the agenda. Second readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Sections 2.14 and 2.15.

10.10 Council and City Manager Communications

City Councilmembers, Mayor and the City Manager make special announcements or provide updates on current issues or items of Council interest.

Councilmembers, the Mayor and the City Manager may also present new proposals and seek feedback on such at this time.

10.11 Community Member Forum

10.11.1 Monthly Community Forum

A Community Member Forum will be scheduled as the last agenda item (immediately preceding final adjournment) at the first Regular Meeting of each month. The City's monthly community forum will be audio recorded by the Council Assistant and conducted in a manner such that it is fully compliant with Washington's Open Public Meetings Act (RCW 42.30), but in general, will not be televised. At each monthly community forum, members of the public are invited to speak for a total of approximately three minutes each on any lawful topic related to City business. Such public comment is subject to the restrictions, limitations, and provisions of Section 10.14. Advance registration is required for remote testimony as specified in Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken at the monthly community forum, unless the opportunity for public testimony is extended by majority vote of the Council. Monthly community member forum events shall also be subject to the provisions of Section 5.1 requiring adjournment by 11 p.m. unless extended by majority vote of the City Council.

10.11.2 Quarterly Community Forum

A Quarterly Community Member Forum will be held four times per year, approximately coinciding with the last Regular meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Member Forums, and at additional meetings as noticed and announced, may vary from quarter to quarter and will be conducted in accordance with Ground

Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

10.12 New Business

Matters that do not appear on the agenda may be raised as new business.

10.13 Unfinished Business

Council discusses ongoing issues or items continued from earlier meetings.

10.14 Public Testimony and Conduct

Speakers who wish to testify before the City Council are required to complete a “Testimony Registration Form” which requests the speaker’s name, address, agency or group represented, the item the speaker wishes to testify on, and their position on the subject. Distinct cards will be used to identify whether community members wish to offer testimony on items that appear on the agenda or, if applicable, as a part of a community forum. Advance registration is required. Community members who wish to submit written testimony, or testify through the City’s remote meeting platform, must register online by 12:00 p.m. on the day of the meeting. Copies of written testimony shall be distributed to the City Council in advance of the meeting. Those who wish to testify in-person, must submit a written Testimony Registration Card to the City Council Assistant by the beginning of the meeting or at such later time as the Presiding Officer may permit.

At the appropriate time, speakers are requested by the Presiding Officer to step up to the place designated for testimony, give their name and place of residence for the record, and limit remarks to approximately three minutes. (Council prefers lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.) All remarks will be addressed to the Council as a whole. Each person who addresses the Council shall do so in an orderly manner, upon recognition by the Presiding Officer, and refrain from disorderly words or conduct.

The term “disorderly words or conduct” as used in this City Council Policy means that those addressing the City Council shall not, by words or action, engage in unlawful conduct or make any threatening, harassing, slanderous, profane, or prohibited political⁴ remarks to any member of the Council, staff or the general public. Any person who violates this policy while addressing the Council, or disrupts or otherwise impedes the orderly conduct of any Council meeting, may be requested to leave the meeting.

In addition, members of the audience are prohibited from disrupting, disturbing, delaying or impeding the orderly conduct of a meeting of the Vancouver City Council.

⁴ Pursuant to RCW 42.17A.555, the City is prohibited from allowing testimony in support or opposition to any ballot proposition except as expressly allowed by law. The City is also prohibited from allowing testimony in support of any person’s campaign for an elective office.

The Presiding Officer or City Manager has the authority to enforce the Rules of the City Council and preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly words or conduct as described herein, or for otherwise disrupting or impeding the orderly conduct of a Council meeting. The Presiding Officer and City Manager may command assistance of any peace officer of the City to enforce all lawful orders to restore order at any meeting.

10.15 Council Discussion

All Council discussion shall be governed by Robert's Rules of Order, Newly Revised. The City Attorney is the Parliamentarian. Every Councilmember shall be provided with a copy of Robert's Rules of Order, Newly Revised when first joining the Council.

10.16 Voting

10.16.1 Roll Call Votes

The Council Assistant will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law. The roll call vote shall be by seniority with the least senior member voting first.

10.16.2 Tie Vote

The passage of a Motion, Resolution or Ordinance is lost by a tie vote, provided that the question may be brought forward again at the request of any member at the same meeting or at the next meeting when any members who were absent or disqualified at the time of the tie vote are present.

10.16.3 Votes on Questions

Each member present shall vote on all questions put to the City Council except on matters on which he or she has been disqualified for a conflict of interest or under the Appearance of Fairness Doctrine. Such a member shall disqualify himself or herself prior to any discussion of the matter. If abstaining, the Councilmember must state the reasons for abstaining, identifying one or more of the following: (1) an excused absence from the prior council meeting and/or (2) a conflict of interest and/or (3) an Appearance of Fairness issue. See Policy 100-39. A Councilmember, who abstains but fails to identify the absence, conflict of interest and/or Appearance of Fairness issue, will be considered to have voted for the majority's position in respect to questions before the council and have their vote so recorded. When disqualification of a member or members results, or would result, in the inability of the Council to act on a matter on which it is required by law to take action, any member who is absent or who is disqualified under the Appearance of Fairness Doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

10.17 Adjournment

There being no further business, the Presiding Officer adjourns the meeting.

11.0 Agenda Preparation

11.1 General Information

The City Manager's office will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Manager.

11.2 Placing Item on the Agenda

An item may be placed on a Council meeting agenda by any of the following methods:

- (1) By any two (2) or more Councilmembers,
- (2) By the City Manager, or
- (3) By the Mayor.

11.3 Adding an Item to a Published Agenda

An item may be added to a Regular meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

An item may be added to a Regular meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

11.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public by Wednesday prior to the meeting. Agenda materials will be available for Councilmembers by Tuesday prior to the meeting.