

Procurement Updates

Anna Vogel
Procurement Manager



Agenda

- Procurement Overview
- Program Updates
 - Apprenticeship Program
 - Procurement & Climate Action
 - Equity in Contracting
- Ordinance Update
- Next Steps
- Questions

Procurement Overview

Total Number of Transactions	2023	2022	2021
P-Card	7,001	18,394	15,749
Purchase Orders	1,407	3,495	2,287
New Contracts	80	285	271

Dollar Value of Transactions	2023	2022	2021
P-Card	\$3,355,646.77	\$8,463,227.98	\$6,853,377.01
Contracts	\$39,972,771.86	\$149,747,764.59	\$136,349,318.96

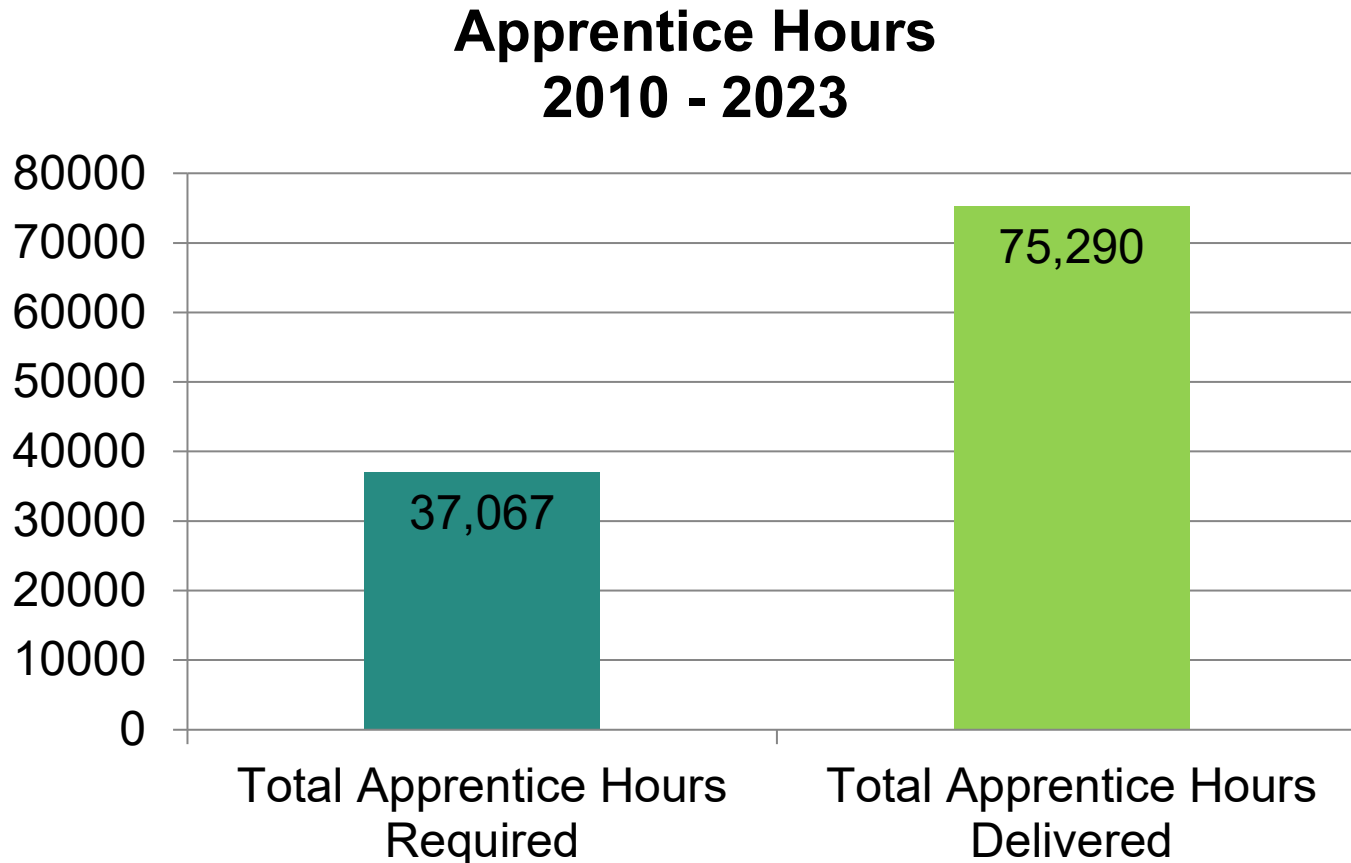
Procurement Overview

Solicitations	2023	2022	2021
Invitations to Bid	24	47	36
Request for Proposals/ Qualifications	39	48	53
Quotes	13	24	21
Sole Source	17	19	15
Piggyback Contracts	23	24	15

Apprenticeship Program Overview

	2004 Program	2015 Program	2020 Program	2023 Legislative Changes
Threshold	\$500,000 +	\$500,000 +	\$500,000 +	\$2,000,000
Goal Range	2-3 %	3-8%	3-8%	15%
Incentive	\$3.00/hour	None	None	Undefined
Penalty	\$1.00/hour	\$10.00/hour	\$100.00/hour	Undefined

Apprenticeship Program – Success over 13 years



- 97 projects (\$207 mil) met and exceeded the minimum required hours under the program.
- Additional 15 projects are currently under way, not included here

Procurement and Climate Action

Current Efforts

- Drafting Phase 1 of the Policy
 - Meetings/Trainings
 - Appliances
 - Janitorial Supplies
 - Paper Products
 - Travel elements
- Finalizing the Compost Procurement Policy

Procurement and Climate Action

Ongoing Efforts

- Phase 2 – Large Purchases
- Phase 3 – Construction
- Phase 4 – Service Contracts

Equity in Contracting Program

Current Efforts

- Outreach Survey
- Attendance at Outreach and Networking Events
- Increased Transparency
- Disparity Study Update
- New Position Update

Equity in Contracting Program

Ongoing Efforts

- Continuing to Increase Transparency
- Supplier Manual
- Continued Outreach
- Targeted Supplier Trainings
- Ordinance Updates

Ordinance Update



- Fall 2016 – Procurement Ordinance Updated
- Current Revisions Propose to:
 - Streamline ordinance sections
 - Increase Transparency
 - Increase Thresholds
 - Reduce ambiguity
 - Administrative edits

Proposed Changes – Federal and State Alignment

VMC 3.05.015

- New section added to comply with the regulations for the use of federal funds.

VMC 3.05.030

- Clarifying the definition of emergency procurement to be consistent with the RCW.
- Updating Emergency Procurement Policy to bring contract approval authority back to Finance and the City Manager consistent with the thresholds.

Proposed Changes – Special Market Conditions

VMC 3.05.040

- Simplify, in accordance with best practices, the list of special market conditions to be considered in contract procurement

Special Market Conditions	City of Vancouver Current	City of Vancouver Recommended
Sole Source	X	X
Special Design	X	X
Surplus	X	X
Insurance and Bonds	X	X
Banking Services	X	
Securities and Investments	X	X
Subscriptions	X	
Works of Art	X	
Memberships	X	
Software	X	
Software licenses and maintenance fees	X	X
Advertisements	X	
Training	X	
Pilot Project	X	

Proposed Changes – Internal Consistency

VMC 3.05.055

- Item C of this section is revised to add “unless authorized by the City Manager” to match current policy for Construction Projects.
- Add a section to acknowledge that amendments for public works projects are referred to as change orders.

Proposed Changes – Increase Competition

VMC 3.05.210

- Removing the option for not advertising projects valued at \$100,000 - \$300,000.
 - Increases transparency and competition and ensures consistency with the current process.
- Removing the expedited informal competitive process; has not been utilized since being put into the ordinance.

Proposed Changes – Purchasing Thresholds

VMC 3.05.240

- Increase the threshold requiring quotes for public works contracts from \$0 to \$10,000 similar to goods and services.
- Update the thresholds to be consistent with recent legislative updates.

Proposed Changes – Updated Thresholds

Requirements		Current	Recommended
Goods	No Competitive Requirement	Under \$5,000	Under \$10,000
	Quotes Required	\$5,000 - \$35,000	\$10,000 - \$50,000
	Informal Request for Bids	\$35,000 - \$300,000	\$50,000 - \$300,000
	Sealed Bid or RFP	Over \$300,000	No Change
Public Works	No Competitive Requirement	N/A	Under \$10,000
	Quotes Required	\$0 - \$35,000	\$10,000 - \$50,000
	Informal Quotes	\$35,000 - \$50,000	\$50,000 - \$300,000
	Sealed Bid	Over \$300,000	No Change
A & E	Informal RFQ	Under \$300,000	Under \$50,000
	Formal RFQ	Over \$300,000	Over \$50,000
Services	No Competitive Requirement	Under \$35,000	Under \$50,000
	Informal RFP	\$35,000 - \$100,000	\$50,000 - \$100,000
	Formal RFP - No Advertisement	\$100,000 - \$300,000	
			Over \$100,000
	Formal RFP - Advertise	Over \$300,000	Over \$300,000 Council Approval

Proposed Changes – Administrative Cleanup

- VMC 3.05.020 Responsibility for Procurement - Removed a reference to petty cash that is no longer used
- VMC 3.05.050 Authorized Purchases – Revised to reflect correct ordinance section and remove duplicative language.
- VMC 3.05.100 Competitive Process – Purchase or supplies, materials or equipment or services other than professional services - Removed the references to services throughout this section and updated the name of the section.

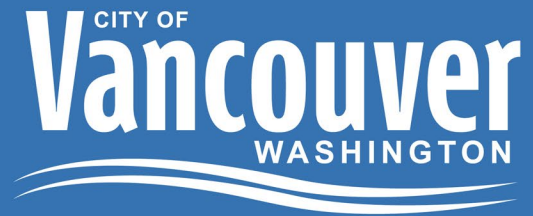
Proposed Changes – Administrative Cleanup

- VMC 3.05.110 Notice to Potential Bidders or Proposers – Updated this section to remove references to services.
- VMC 3.05.160 Award to other than low bidder – Updated section to clarify applicability.
- VMC 3.05.200 Professional Services - Updated this section to include all services under this section and updated the name of the section.
- Other administrative changes that include a title updates and minor cleanup items

Next Steps

- Apprenticeship Program – 1st Quarter 2024 - Return to Council with recommendations for implanting changes per the new legislation.
- Green Procurement Policy – Draft Phase 1 of the Green Procurement Policy for implementation by the end of 3rd Quarter 2023.
- Equity in Contracting – 3rd Quarter 2024 – Return to Council with Disparity Study results
- Ordinance Update – June 2023 – Return to Council for First Reading & Public Hearing

Questions



Summary of Recommended Changes

- **Section 3.05.015 Federal Funding and Grants** – New section added to address the use of federal funds.

When procuring property or services under a Federal award, the City will follow the requirements of the Code of Federal Regulations (CFR), 2 CFR §200.318 General procurement standards through §200.326 Contract provisions, or City procurement procedures, whichever is more restrictive. Purchases made or work performed with Federal grant funds must follow the standards identified in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Title 2, Subtitle A, Chapter 11, Part 200.)

- **Section 3.05.020 Responsibility for Procurement** – Removed Petty Cash from the second paragraph:

The Director is authorized to promulgate written rules and regulations as necessary for the administration of this chapter. Such rules and regulations also shall provide for a system of procurement for purchases and contracts of an amount below the competitive bid limits. Such system shall include, but not be limited to, formal and informal quotes, requests for proposal, local purchase orders, purchases from published price lists, ~~petty cash~~ and other appropriate provisions of a similar nature.

- **Section 3.05.030 Emergency Procurement – Authorization** – Remove “is interrupted or is about to be interrupted” from item 1 as it is not included in the RCW that defines emergency.

1. Which present a real, immediate threat to the proper performance of essential functions ~~is interrupted or is about to be interrupted~~; or

- **Section 3.05.035 Local Vendors** – Language revised for clarity/brevity:

Bids and price quotes shall be solicited whenever possible from vendors located in the City of Vancouver. *However, pursuant to RCW 39.30.040, the City may allow local sales tax revenue generated by the purchase of property or services to be considered in determining the lowest responsive and responsible bid approved in accordance with written rules and regulations promulgated by the Director. Other preferences favoring local vendors are not permitted.* ~~However, pursuant to the City Charter and Washington law on competitive procurement, the City may not favor local businesses in the award of competitively awarded contracts. Under the adoption of an appropriate administrative procedure by the Director or designate, sales tax and other locally generated tax revenues referenced in RCW 39.040 may be considered in determining the lowest bid for purchase of supplies, materials and equipment.~~

- **Section 3.05.040 Special Market Conditions** – Remove several items from the list of examples of special market conditions to be consistent with best practices and other agencies of similar size:

Special Market Conditions	City of Vancouver Current	City of Vancouver Recommended
Sole Source	x	x
Special Design	x	x
Surplus	x	x
Insurance and Bonds	x	x
Banking Services	x	
Securities and Investments	x	x
Subscriptions	x	
Works of Art	x	
Memberships	x	
Software	x	
Software licenses and maintenance fees	x	x
Advertisements	x	
Training	x	
Pilot Project	x	

- **Section 3.05.045 Auction Purchases** – Revised for clarity/brevity:

The Director or designate may, in accordance with RCW 39.30.045 ~~and this ordinance~~, purchase any supplies, materials or equipment at auctions conducted by the government of the United States or any agency thereof, any agency of the State of Washington, any municipality or other governmental agency, or any private party without being subject to public bidding requirements if the items can be obtained at a competitive price.

- **Section 3.05.050 Unauthorized Purchases** – Revised to reflect correct ordinance section and to remove duplicative language.

Except as provided in this chapter, or as provided in rules and regulations promulgated pursuant to Section 3.05.030 ~~020~~, no City employee shall lease, purchase or contract on behalf of the City ~~for any suppliers, material, equipment or professional services~~ or make any contract within the purview of this chapter other than through the Procurement Services Division and its staff. Any lease, purchase or contract made contrary to the provisions hereof shall not be approved by any City officer and the City shall not be bound thereby, except insofar as may be required or provided by law.

- **Section 3.05.055 Contract Amendments** – Item C is revised to add “unless authorized by the City Manager” match current policy/practice for Construction projects. Item D was added to acknowledge that amendments for public works projects are referred to as Change Orders.

C. This section does not apply to contracts for public works projects. Amendments to contracts for public works projects shall be in the form of a change order approved in accordance with policy.

- **Section 03.05.090 Interlocal or Intergovernmental Cooperative Purchasing** – Item “a” is revised to correct typo.
 - a. The Director or designate is authorized to enter into interlocal governmental cooperative purchasing ~~arrangements~~–agreements with other public agencies similarly authorized when the best interests of the City of Vancouver would be served thereby. Any cooperative purchasing agreement shall set forth the purposes, powers, rights, objectives and responsibilities of the
- **Section 3.05.100 Competitive Processes – Purchase of supplies, materials or equipment or services other than professional services – When Required.** – Changed the name to Purchas of Supplies, Materials or Equipment to be consistent with changes made to section 3.05.200. Removed the references to services throughout this section. Updated thresholds as referenced in the final bullet below.
- **Section 3.05.110 Notice to Potential Bidders or Proposers** – Updated to remove the reference to services other than professional services to reflect change in Section 3.05.100.

Notice of call for bids or solicitations for proposals for supplies, materials or equipment ~~or services other than professional services~~ shall be advertised for contracts expected to exceed three hundred thousand dollars. The deadline for receiving bids or solicitations for proposals shall be stated in the call for bids or solicitations for proposals. The Director or designate shall determine the manner and means for advertising that in his or her judgment will attract qualified bids or proposals, including but not limited to posting on websites, publication in newspapers or journals, or other means.

- **Section 3.05.160 Award to other than low bidder** – Updated to clarify when this section applies.

For contracts exceeding three hundred thousand dollars, ~~When the~~ bids is awarded to a bidder other than the lowest bidder in price, findings shall be made which shall be stated as the City Council's findings and be set forth in the City Council's minutes. This section does not affect the use of other solicitation methods where price is not the only consideration.

- **Section 3.05.200 Professional Services – Defined** – Changed name to Services and removed the definition for purchased services.

Section 3.05.200 Professional Services--Defined.

1. The phrase "professional services" means *services which provide* professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other scope of work ~~and excludes the following services.~~

~~2. The phrase "purchased services" means services provided by a vendor to accomplish routine, continuing and necessary functions, including but not limited to: equipment maintenance and repair, operation of a physical plant, security, computer analysis and programming, banking services, solid waste collection or recycling services. Such services are subject to the requirements of Section 3.05.100~~

3. Retaining Special Assistant City Attorneys or attorneys to represent or advise the City in a given situation, investigative services, and/or expert witnesses shall be by rules adopted by the City Attorney and approved by the City Manager.

- **Section 3.05.210 Competitive Solicitation and Approval of Professional Service Contracts** – There are three changes to this section. The first change is to remove "Professional" from the name of the section and throughout the section. The second is removing the option for advertisement. Not advertising does not encourage fair and open competition and it has the potential to restrict competition. Removing this sentence will make advertising consistent and required for all competitive sealed proposals. The third change is removing the expedited informal competitive process. The process has not been widely utilized and adds risk to the procurement process. Removing this process will ensure all competitive sealed proposal processes come through procurement.

Section 3.05.210 Competitive Solicitation and Approval of ~~Professional~~ Service Contracts

All contracts for ~~professional~~ services, where the cost thereof exceeds three hundred thousand dollars must be approved by the City Council and shall be made by competitive sealed proposal process. ~~Advertisement of the competitive solicitation is optional, but recommended.~~

All contracts for ~~professional~~ services, where the cost thereof is three hundred thousand dollars or less but more than one hundred thousand dollars, may be approved by the Director or designate, and shall be made by competitive sealed proposal process. ~~Advertisement of the competitive solicitation is optional, but recommended.~~

~~All contracts for professional services where the cost thereof is one hundred dollars or less but more than thirty five thousand dollars, may be approved by the Director or designate, and shall be made using an expedited informal competitive proposal process in accordance with rules and regulations adopted under Section 3.05.020.~~

- **Section 3.05.225 Solicitation of Licensed Architects, Engineers or Landscape Architects—Process.** – Updated title and section to be consistent with Chapter 39.80 RCW.

Section 3.05.225 *Contracts for Architectural and Engineering Services* ~~Solicitation of Licensed Architects, Engineers, or Landscape Architects—Process.~~

Contracts for for *obtaining professional architectural or engineering services* ~~required to be performed by licensed architects, engineers or landscape architects~~, shall follow the procedural requirements of RCW Chapter 39.80. (Ord. M-3129 § 2 (part), 1994)

- **Section 3.05.240 When bids required for public works and improvements** – The first paragraph is revised as follows to allow for direct award for contracts less than \$10,000 similar to goods and services. In addition, the thresholds for City performed work were increased based on 2019 legislative updates.

Except when otherwise authorized herein or by Section 3.05.030, Section 2.12.080 or RCW Chapters 39.04 and 39.28 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~~ *Contracts \$10,000* or greater shall be awarded pursuant to public notice and call for competitive bids. *Contracts less than \$10,000 shall be awarded per the minimal competition procedures.* Provided, that small works and limited public works may be done pursuant to Section 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 ten 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 ~~ninety one hundred fifty~~ *thirty-five thousand five hundred* dollars if more than a single craft or trade is involved with the public works project, or ~~forty-five~~ *thirty-five* thousand *five hundred* dollars 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 Section 3.05.241.

- **Section 3.05.270 Bidder (Contractor) Qualification** – Increased the threshold from one hundred thousand to three hundred thousand to be consistent with current bid thresholds.

Each public works bidder bidding on a contract in excess of ~~three one~~ hundred thousand dollars may be required to submit to the director of public works or other appropriate department director, upon demand and at any time prior to the award of contract, satisfactory evidence that the bidder has sufficient means, plans, equipment and experience to enable the bidder to undertake and successfully complete the work

specifications. The director of public works or other appropriate department director may accept as satisfactory evidence and contractor's certification that the bidder/contractor is pre-qualified for similar work by the Washington State Department of Transportation.

- **Section 3.05.300 Award or Rejection of Bids (Public Works)** – Remove the final paragraph:

If no bid is received on the first call for bids, the City may re-advertise and make a second call or may enter into a contract without any further call or may purchase the supplies, materials or equipment and perform such work and improvement by day labor, subject to the limitation set forth at Section 3.05.240.

If we want to allow for direct contracts this language should be removed from this section and moved to the goods section and be used only for goods purchases.

- **Section 3.05.330 Small Works roster – Limited public works** – Title is revised to add Minimal Competition to the end to and a paragraph has been added to this section to define the process:

Contracts for public works, where the cost thereof is ten thousand dollars or less, may be approved by the Director or designate, and shall be made by the minimal competition procedures in accordance with requirements of RCW 35.22.620, as amended.

- **Thresholds** – Recommend increasing the no competitive quote requirement to be consistent with federal thresholds. Thresholds are inclusive of sales tax and are looked at for the life of a contract.

Requirements		City of Vancouver Current	City of Vancouver Recommended
Goods	No Competitive Requirement	Under \$5,000	Under \$10,000
	Quotes Required	\$5,000 - \$35,000	\$10,000 - \$50,000
	Informal Request for Bids	\$35,000 - \$300,000	\$50,000 - \$300,000
	Sealed Bid or RFP	Over \$300,000	Over \$300,000
Public Works	No Competitive Requirement		Under \$10,000
	Quotes Required	Under \$300,000	\$10,000 - \$50,000
	Informal Quotes		\$50,000 - \$300,000
	Sealed Bid	Over \$300,000	Over \$300,000
A & E	Informal RFQ	Under \$300,000	Under \$50,000
	Formal RFQ	Over \$300,000	Over \$50,000
Services	No Competitive Requirement	Under \$35,000	Under \$50,000
	Informal RFP	\$35,000 - \$100,000	\$50,000 - \$100,000
	Formal RFP - No Advertisement	\$100,000 - \$300,000	

			Over \$100,000
	Formal RFP - Advertise	Over \$300,000	Over \$300,000
			Council Approval

Waterfront Gateway

Disposition & Development Agreement (DDA)

May 15, 2023

Patrick Quinton
Amy Zoltie

Economic Prosperity and Housing



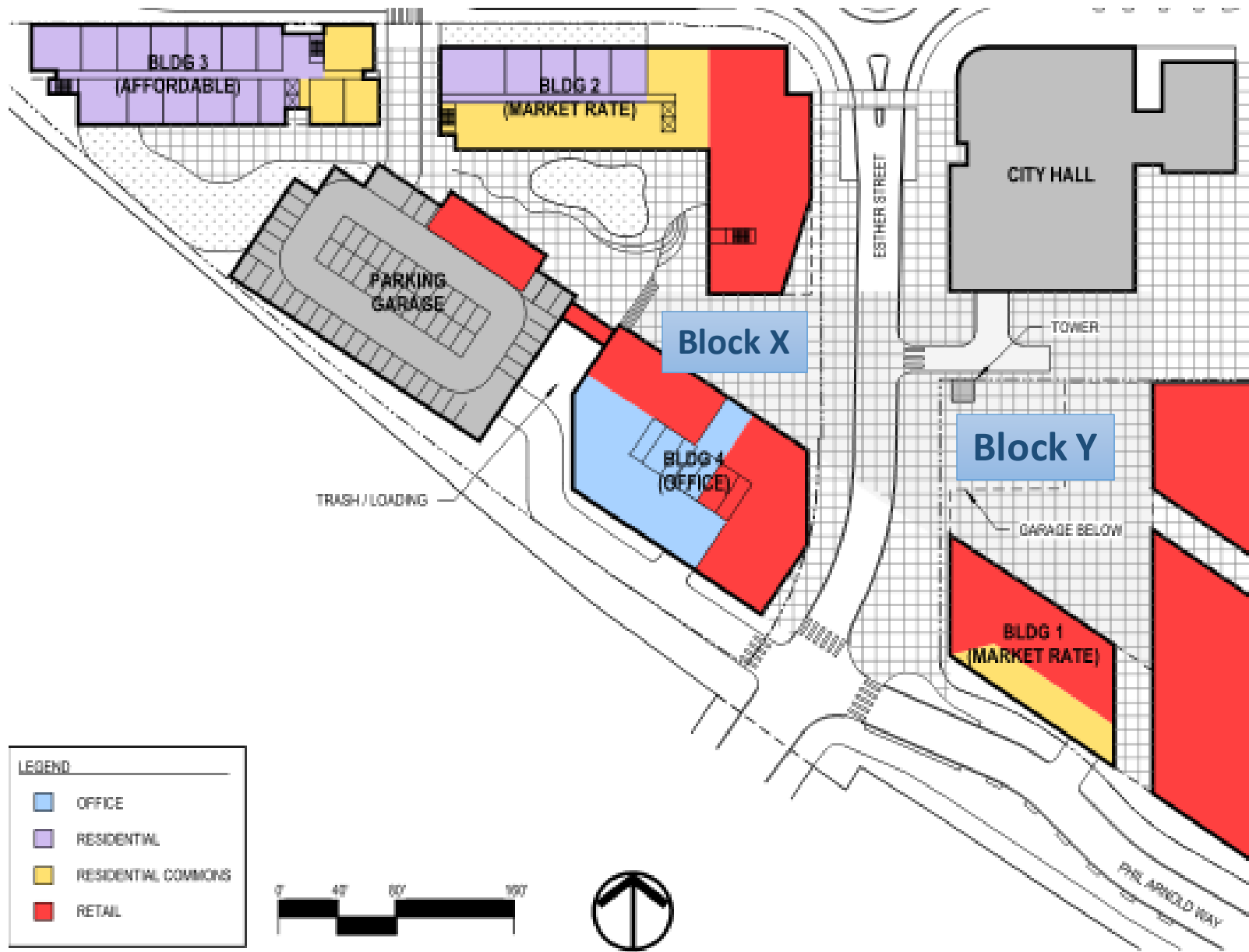
Agenda

- Objectives
- Site Plan and Program
- Public Benefits
- Proposed Agreement Structure
- Site Valuation & Transactions
- Project Costs and Cost Sharing
- Timeline & Next Steps
- Discussion & Questions



Objectives

- Review and provide feedback on final site plan and program
- Review and provide feedback on disposition and development agreement structure and terms
- Provide feedback on timing for CCRA and City Council Action













Waterfront Gateway — 9



Waterfront Gateway — 10

Proposed Program

Site Plan Program	
Market Rate Units	~340 units*
Affordable Units	95 units
Retail Space	~37k sq ft
Office Space	~100k sq ft**
Parking Spaces	~510
Open Space	2 acres

*Dependent on height increase to allow for up to two additional floors

**Office Building to be constructed in Phase II under new plan



Affordable Housing

Waterfront Gateway — 12

Affordable Housing Project

Key Features

- ~ 95 units
- 100% of units @ 60% AMI
- 5 -10% of units @ 30% AMI
depending on section 8
vouchers
- Exclusive outdoor amenity
space
- Long term affordability covenant
recorded on parcel



Workforce Development

Workforce Development

Employment Opportunities for BIPOC and Women

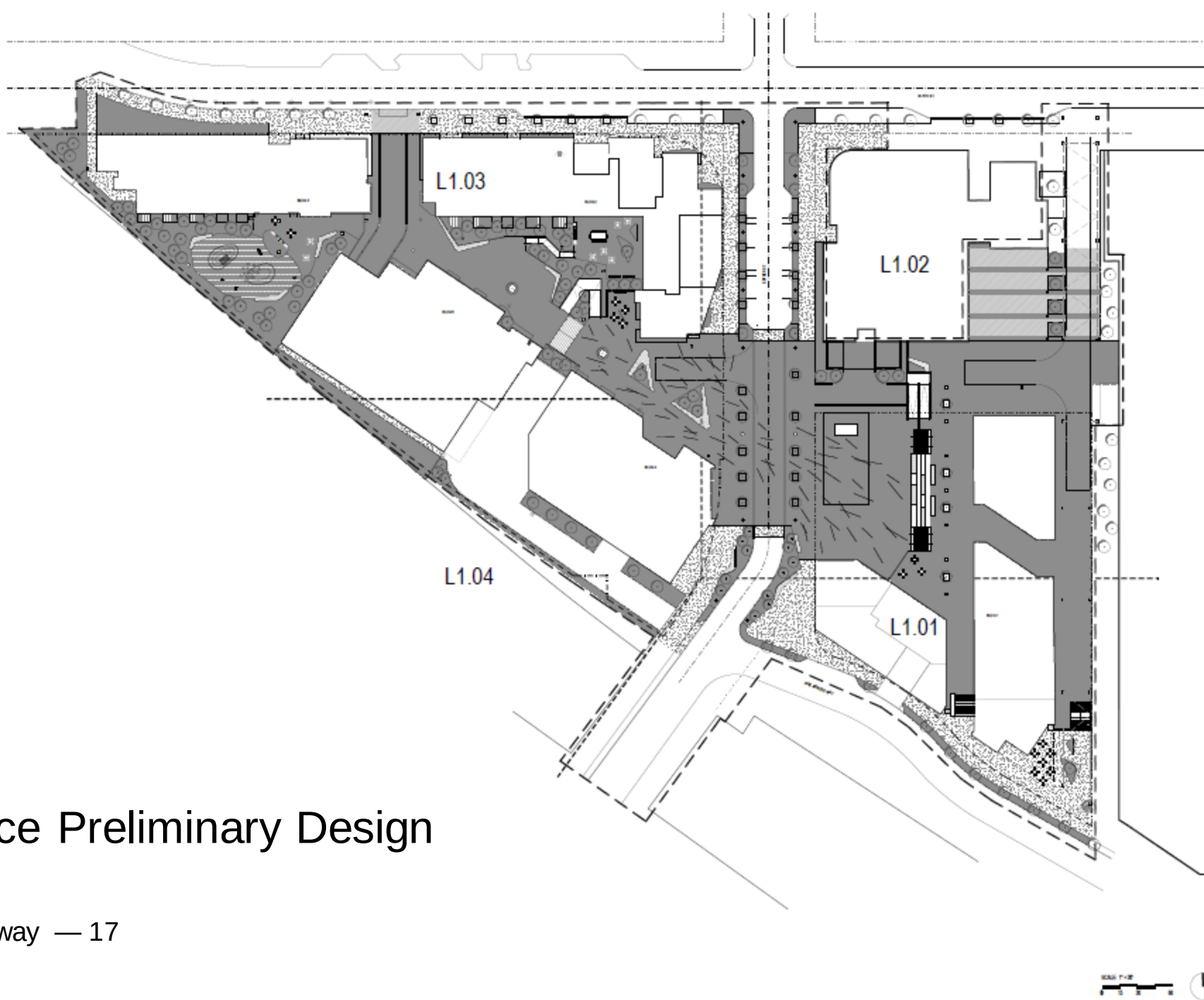
- 20% of labor hours to be awarded to Black, Indigenous, People of Color (BIPOC) & women journey level participation

Contracting Opportunities for BMWESB*



Open Space





Open Space Preliminary Design

Open Space

Key Features

- Approx. 2 acres
- Public plaza for year round events
- Multiple gathering areas landscaped with native plants and natural shade
- Landmark feature, stadium seating, decorative overhead lighting, public art
- City control & manage public plaza on Block Y
- LPC manage open space on Block X

Tree Preservation

Existing trees
replaced at greater
than 1:1 ratio





Green Building Elements

Green Building Elements

Energy Efficiency

Green Building Elements

Heat Island Mitigation



Business Opportunities





Small Business Opportunities

Key Features

- Total of ~37,000sf retail space, ~20,000sf in Makers Alley
- Place for local businesses to scale up
- Smaller than standard commercial spaces to rent
- Outreach to local, small businesses seeking downtown location
- Opportunity to expand footprint of Farmers Market

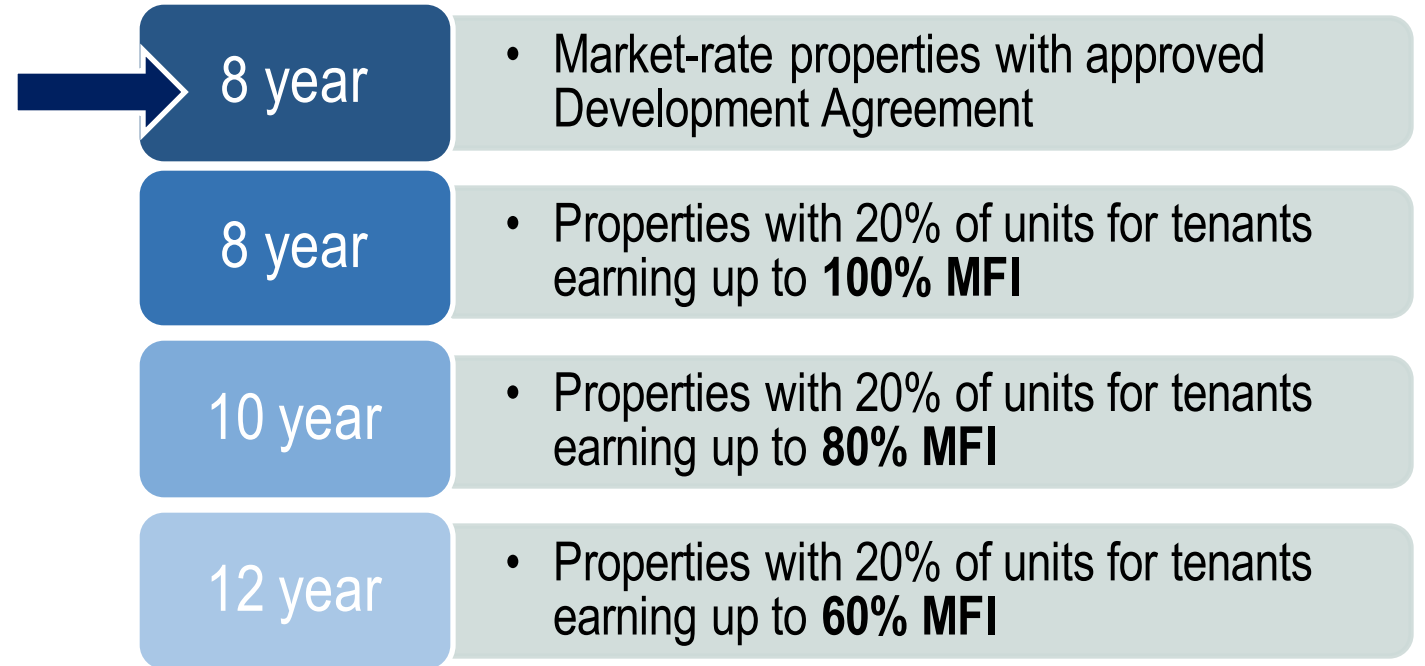
Financial Return

\$250-300 million total
investment including
parking and office
buildings

MFTE Market Rate Option

Market Rate Projects require:

- Development Agreement
- Public Benefit Contribution
- Green Building Measures
- Annual monitoring



MFTE Property Tax Summary

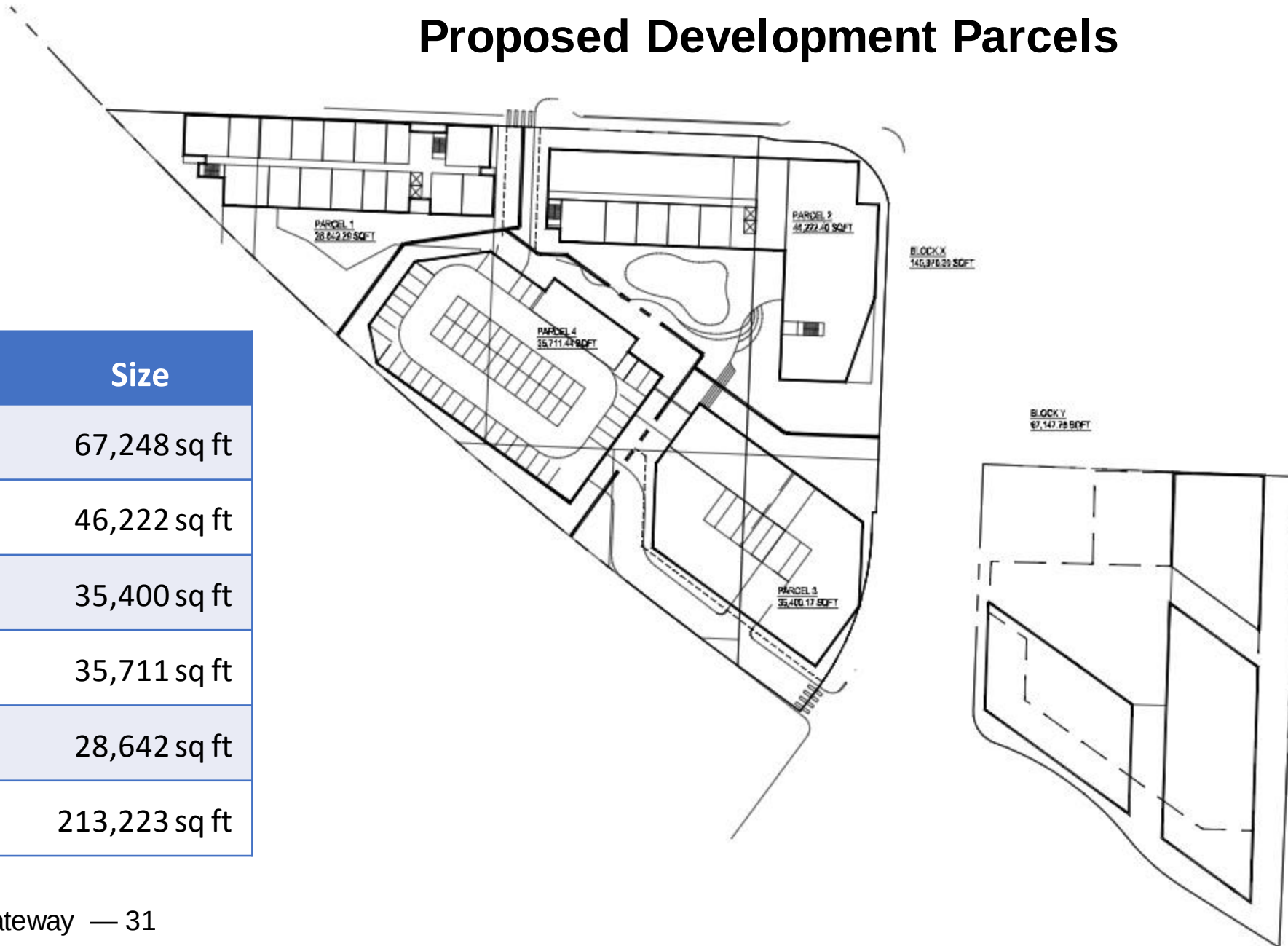
Market Rate
Residential Only

	All taxing districts	City of Vancouver
Net Present value of future tax revenue over 20 years	\$19,998,000	\$5,354,000
Public Benefit Contribution	-	\$1,179,250
Subtotal	\$19,998,000	\$6,533,250
Net present value of “foregone” tax revenue (8 years)	(\$4,717,000)	(\$1,712,000)
NET PRESENT 20 YEAR TAX BENEFIT	\$15,281,000	\$4,821,250

Proposed Agreement Structure

DDA Terms & Conditions

Proposed Development Parcels



Parcel	Size
Market Rate Y	67,248 sq ft
Market Rate X	46,222 sq ft
Office	35,400 sq ft
Parking	35,711 sq ft
Affordable X	28,642 sq ft
	213,223 sq ft

Site Valuation

Parcel	Size	Price/ Sq Ft	Value
Market Rate Y	67,248 sq ft	\$94.58	\$6.4M
Market Rate X	46,222 sq ft	\$90.56	\$4.2M
Office	35,400 sq ft	\$90.56	\$3.2M
Parking	35,711 sq ft	\$90.56	\$3.2M
Affordable X	28,642 sq ft	\$90.56	\$2.6M
	213,223 sq ft		\$19.6M*

*COV appraised value in February 2023

Parcel Transactions

Phase I – 36 months to close & start construction			
Parcel	Size	Value	Type
Market Rate Res (Block Y)	67,248 sq ft	\$6.4M	Ground Lease
Market Rate Res (Block X)	46,222 sq ft	\$4.2M	Ground Lease
Parking Structure (Block X)	35,711 sq ft	\$3.2M	Ground Lease
Affordable Housing (Block X)	28,642 sq ft	\$2.6M	Sale
TOTAL	177,823 sq ft	\$16.4M	

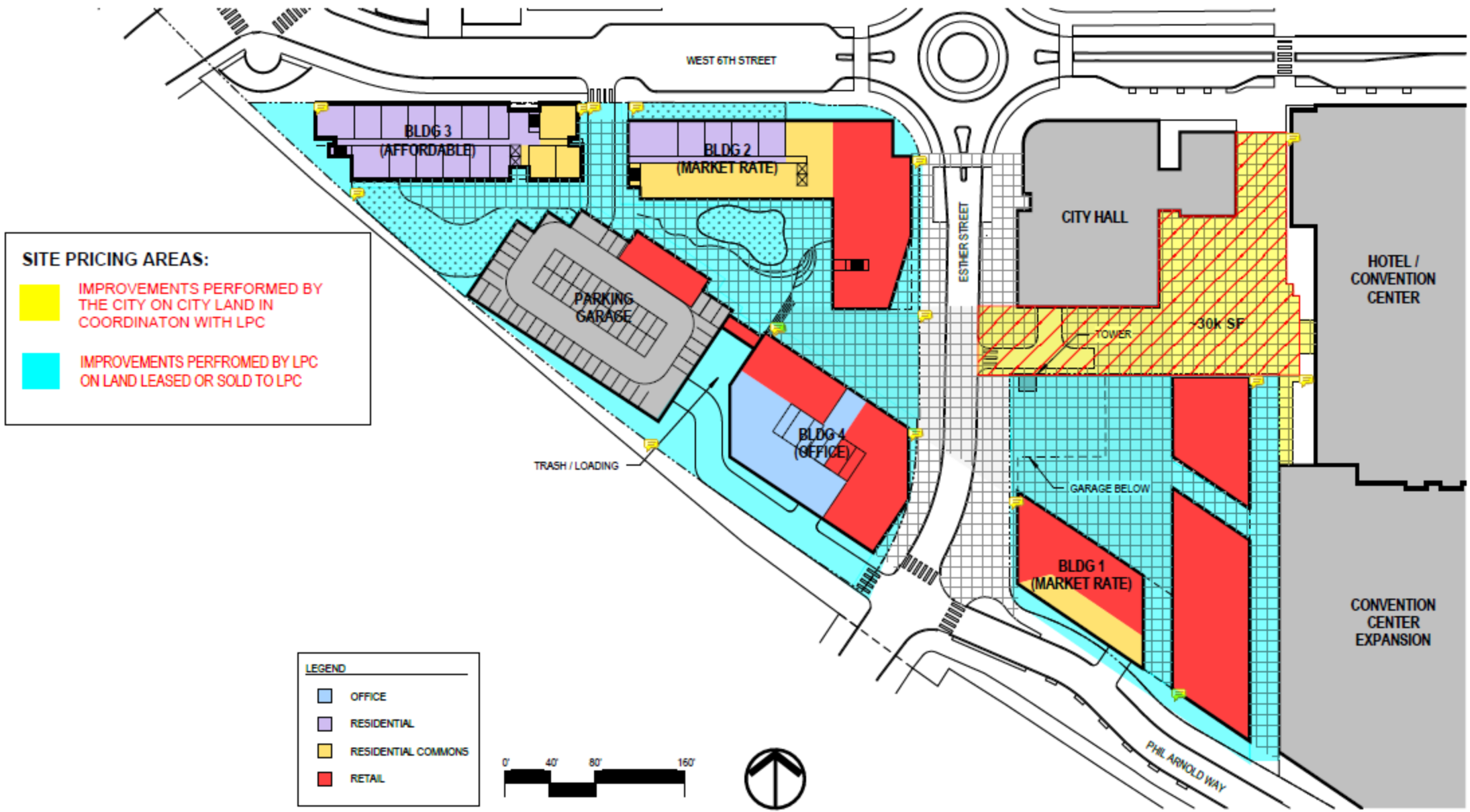
Phase II – 36 month option			
Parcel	Size	Value	Types
Office Parcel (Block X)	35,400 sq ft	\$3.2M	Ground Lease

Ground Lease Terms and Structure

- 50 year lease term with two 15 year options (up to 80 years)
- Lease payments based on appraised value of parcels and target rate of return
- Payments adjusted annually according to CPI
- Discounted lease payments for Years 1-10 to assist project cash flow
- Discount to be amortized (i.e., added back) into future lease payments
- Buildings and improvements revert to City ownership after 80 years

Proposed Cost Sharing

LPC		COV
Open Space	Block X & Y	City Hall Plaza + MFTE benefit to LPC
Parking	100%	
ROW Improvements	Block X & Y frontages	City Hall frontages
Affordable Housing		100% of subsidy
Soil Removal	90%/10% standard removal costs	90%/10% contaminated soil removal costs
City Hall Upgrades		100%



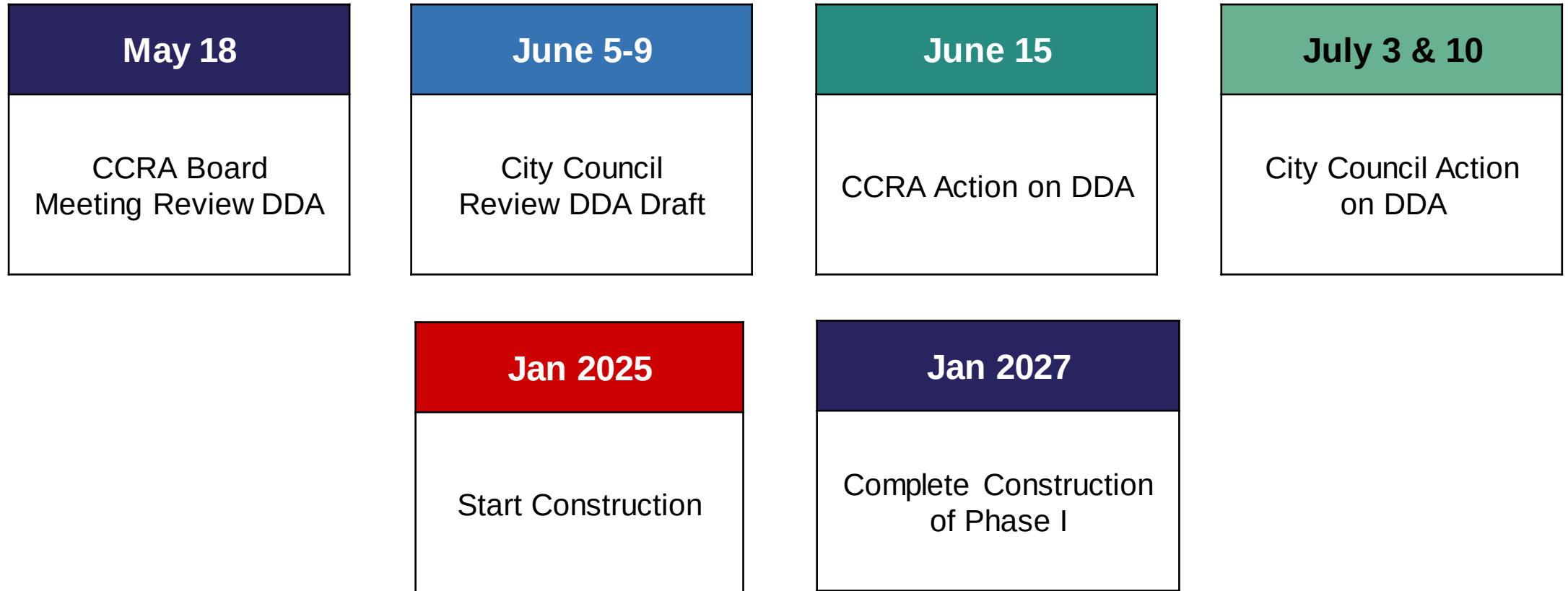
Estimated City Project Costs

Parcel	Projected Cost	Notes
Contaminated Soil Removal	\$3.0M	Significant cost savings if avoid landfill
Open Space Improvements – City Hall Plaza	\$5.1M	30k sq ft @ \$170/sq ft
Affordable Housing	\$7.125M	95 units @ \$75k/unit
City Hall Upgrades	\$5.2M	
Esther St Improvements	\$X	Frontage improvements adjacent to City Hall only
Total	\$20.4M	

Potential Affordable Housing Investments

Tool/Incentive	Estimated Amounts
Land	\$2.6M
Affordable Housing Fund	\$2M
Construction Sales Tax Exemption	\$2M
SDC and Impact Fee Reductions	\$.5-1M
TOTAL	\$7.1-7.6M

Project Timeline



Questions and Discussion



Thank You

To learn more, visit:

beheardvancouver.org/waterfrontgateway





Staff Report: 081-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Construction Acceptance for 2022 East Curb Ramps

Key Points

- The project constructed 82 ADA-compliant curb ramps on streets that were scheduled for resurfacing, microsurfacing, or cape seal in summer of 2022, in accordance with Federal Highway Administration and ADA requirements.
- Advanced Excavating Specialists of Kelso, Washington was awarded the contract for the project in March 2022.
- Construction began in March 2022 and was physically complete in December 2022.
- The project had a 3% apprenticeship goal. The contractor was able to exceed this goal and achieve an actual apprenticeship utilization of 8% of total labor hours.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

Advanced Excavating Specialists of Kelso, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was \$906,000. Final construction costs were \$921,966.09, an increase of approximately 1.8% from original bid amount. The largest portion of the cost increase was an increase of \$9,933 in traffic control labor beyond the original \$64,000 budget. The payment for traffic control labor is based on the number of actual hours that flaggers work each day. The number of flaggers needed to safely perform the work varies by location and is agreed to by the Contractor and the City inspector each day.

The project had a 3% apprenticeship goal. The contractor was able to exceed this goal and achieve an actual apprenticeship utilization of 8% of total labor 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 retainage bond.

Disadvantage(s)

None

Budget Impact

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

Prior Council Review

Award of construction contract for the 2022 East Curb Ramps Project on March 7, 2022.

Action Requested

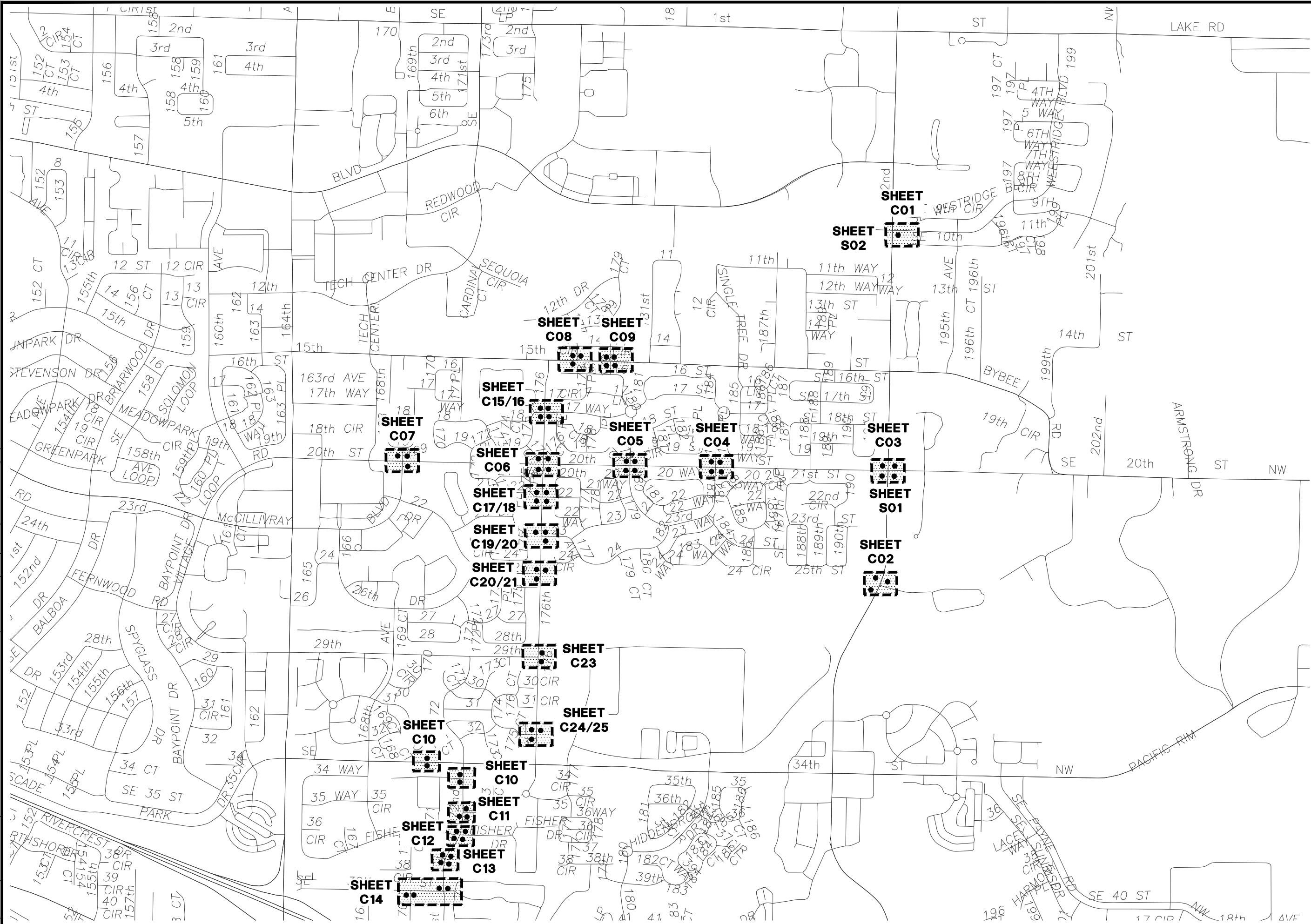
On May 15, 2023, accept the 2022 East Curb Ramps Project as constructed by Advanced Excavating Specialists of Kelso, Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 360-487-7790

ATTACHMENTS:

- ▣ Vicinity Map

I:\PROJECTS\ACTIVE PROJECTS\072822 - 2022 PAVEMENT MANAGEMENT PROJECTS\5 EAST RAMPS\PS&E\SHEETS\G01-G03.DWG 1/25/2022





Know what's below.
Call before you dig.

FILE NAME:	DATE: JANUARY 2022
SCALE:	DESIGNED BY: JRB
HORIZONTAL: NO SCALE	DRAWN BY: JRB
VERTICAL:	CHECKED BY: CAS
DATE No.	APPROVED BY: CAS
REVISIONS	

2022 EAST CURB RAMPS

SHEET INDEX



Public Works

JOB NUMBER
072822

G03

SHEET **3** OF 35



Staff Report: 082-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Construction Acceptance for NW Neighborhood Connectivity

Key Points

- The project constructed pedestrian safety improvements along NW Lincoln Avenue, NW 53rd Avenue, and the west side of Benjamin Franklin Elementary School. The improvements include sidewalks, ADA ramps, crosswalks, pedestrian beacons, street lighting and a multi-modal path near the school.
- Halme Excavating of Battle Ground, Washington was awarded the contract for construction in February 2022. Construction began in April 2022 and was physically complete in February 2023.
- Final construction costs for the project are \$1,669,247.29.
- The apprenticeship goal for this project was 3% of the project's labor hours. The contractor was able to exceed this goal and had an actual apprenticeship utilization of 9% of the project's labor hours.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest

Objective 1.1: Develop and maintain a safe, balanced, and innovative transportation system that will meet the needs of future generations

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services – "20-minute neighborhoods"

Objective 6.1: Support a strong, active neighborhood program that enhances livability and community connections

Present Situation

The project constructed pedestrian safety improvements along NW Lincoln Avenue, NW 53rd

Avenue, and the west side of Benjamin Franklin Elementary School.

The original construction contract bid amount was \$1,708,761.60. Change orders and quantity adjustments during construction decreased the contract amount by 2.3% to \$1,669,247.29. The largest change was the use of less traffic control labor than originally estimated. This quantity adjustment decreased the contract amount by \$29,656.25. Halme Excavating of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The apprenticeship goal for this project was 3% of the project's labor hours. The contractor was able to exceed this goal and had an actual apprenticeship utilization of 9% of the project's labor 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 retainage.

Disadvantage(s)

None

Budget Impact

Funds for the project were appropriated in the 2021-2022 Transportation Capital Budget. The funding was a combination of a WSDOT Safe Routes to Schools Grant and local transportation funds.

Prior Council Review

The City Council awarded the construction contract February 8, 2022.

Action Requested

On May 15, 2023, accept the NW Neighborhood Connectivity Improvements Project as constructed by Halme Excavating of Battle Ground, Washington, and authorize release of the retainage in the amount of \$83,462.36, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 360-487-7790



Staff Report: 083-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Construction Acceptance for Lower Grand LID Retrofits

Key Points

- The project installed new pervious concrete roadway in place of existing aged asphalt concrete paving, providing treatment of public roadway runoff prior to infiltration.
- The project replaced a section of water main at the end of its useful life, connecting to a newer water main installed in Y St. in 2018.
- Street lighting has been provided for the new roadway, increasing vehicular and pedestrian safety.
- The Surface Water portion of this project was partially funded by the Washington State Department of Ecology.

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced, and innovative transportation system that will meet the needs of future generations

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

Western United Civil Group, LLC has completed construction of the Lower Grand Area LID (Low Impact Development) Retrofits. This project constructed pervious concrete pavement as a treatment and roadway surface along V St. and 2nd St. Existing non-compliant and non-maintainable stormwater systems were abandoned, and new overflows constructed to reduce flooding within the overall basin. A pedestrian sidewalk, ADA compliant ramps, and new street lighting were constructed to provide higher safety and level of service within the area. This project is the result of the Lower Grand Subarea Plan, which identified the need for infrastructure improvements in order to support redevelopment within the area.

The work was completed satisfactorily in accordance with the plans and specifications. Contract

costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$1,590,936.97
Sales Tax	\$5,187.90
Deduction for Apprenticeship Penalty	-\$3,433.00
Total	\$1,592,691.87
Retainage	Bond

The original contract amount, including sales tax where applicable, was \$1,579,803.22. The final project cost was \$1,596,124.87, which was \$16,321.65 (1.03%) higher than the original contract amount. The difference is attributed to typical variances in unit price and/or quantities commonly encountered during construction and differing site conditions related to existing utilities.

This project was partially funded by a grant from the Washington Department of Ecology, through the Stormwater Financial Assistance Program. This program provides up to 75% of approved constructed costs for retrofits to enhance stormwater treatment. Total reimbursed grant funds for construction of this project are \$818,206.00 (51% of the total project costs).

Western United Civil Group, LLC had intended on meeting the City's requirement for Apprenticeship Utilization goal of 4%, but fell short of the goal by 1%. Western United Civil Group, LLC had a total of 96.4 apprenticeship hours out of the 3267 total labor hours for the project and paid a penalty of \$3,433 for having 34.33 unmet 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

None. Funds for these improvements were appropriated in 2021-2022 Water, Surface Water, and Transportation Capital Budgets.

Prior Council Review

1. Approval of the 2021-2022 Capital Improvement Budget.
2. Award of contract at the April 11, 2022, Vancouver City Council Meeting.

Action Requested

On May 1, 2023, accept the Lower Grand Industrial Area LID Retrofits, as constructed by Western United Civil Group, LLC, of Yacolt, WA, and authorize release of retainage and contract bonds subject to receipt of all documentation required by law.

Aaron Rice, Civil Engineer, 360-487-7170



Staff Report: 084-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Construction Acceptance of Industrial Pretreatment Lagoon Upgrades

Key Points

- The project installed modern electrical and mechanical equipment and rehabilitated infrastructure elements at the City's Industrial Pretreatment Lagoon facility, located at 2620 NW Lower River Road.
- These facility updates ensure reliable, ongoing wastewater treatment services for the three large food processing businesses in Vancouver.
- The project had a 5% apprenticeship goal, which the contractor exceeded. Staff recommends approving construction acceptance.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

Tapani, Inc. of Battle Ground, Washington has completed the construction of the Industrial Pretreatment Lagoon Upgrades project, including replacement of all medium-voltage electrical equipment (transformers, breakers, motor control center); installation of a turbine-style aeration blower; replacement of air distribution piping; repair of lagoon baffle walls; replacement of baffle wall slide gates; and installation of instrumentation and controls.

The contractor fulfilled the apprenticeship requirement of 5% for this project. To fulfill the requirement the contractor needed 368 apprenticeship hours. The contractor logged 511 apprenticeship hours of the total 7,353 project hours, resulting in a 7% apprentice utilization rate.

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

TOTAL CONTRACT COSTS

Labor, Equipment and Material	\$5,235,224.76
Sales Tax	\$ 445,054.55
Total	\$ 5,680,279.31
Retainage	\$ 261,761.24

The original contract bid amount was \$5,292,630.00. The final construction cost was an increase of 7.3% from the original bid amount. The increase is attributed to project change orders related to unforeseen facility conditions, and to a city staff-requested change order for the contractor to provide added measures to ensure avoidance of noise and odor disruption to the nearby Fruit Valley neighborhood residents.

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 funds for this project were budgeted in the Wastewater Capital Budget as project number PRJ083712.

Prior Council Review

Award of construction contract to Tapani, Inc. at the March 15, 2021, Vancouver City Council Meeting.

Action Requested

On May 15, 2023, accept the Industrial Pretreatment Lagoon Upgrades project as constructed by Tapani, Inc, of Battle Ground, Washington, and authorize release of retainage in the amount of \$261,761.24, subject to receipt of all documentation required by law.

Frank Dick, Senior Civil Engineer, 360-487-7179



Staff Report: 085-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Final Construction Acceptance of the Vancouver Low Rezone Water Main Installation, per Bid ITB 22-34

Key Points

- Halme Excavating, Inc. completed the construction of 1,388 feet of new water main.
- The project improved water pressure to 17 services to meet the State's minimum requirements.
- Final acceptance will facilitate the release of retainage.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible, and well maintained

Present Situation

Halme Excavating, Inc. of Battle Ground, Washington has completed construction of 1,388 linear feet of new water main in East Reserve Street from 13th Street to 17th Street. The new main extends from a higher elevated water source to increase pressure to 17 service connections that serve multi-family and single-family residences along the project route. The services were identified in the 2015 Water System Plan as having pressures near or below 30 psi (pounds per square inch). The State requires a minimum of 30 psi be provided at the water meter. After the water main was constructed, all 17 service connections were removed from the lower pressure zone and placed on the higher pressure zone. As a result, the residents who were experiencing low water pressures are now experiencing higher water pressures, exceeding the State's minimum requirement.

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

TOTAL CONTRACT COSTS

Labor, Equipment and Material	\$323,969.93
Sales Tax	\$27,598.28
Total	\$351,568.21
Retainage	\$16,198.50

The original bid amount of \$359,401.37 when compared to the final project cost of \$351,568.21 shows there was a 2% decrease. The cost savings can be attributed to a nearby development that had constructed the first 60 feet of the water main extension just prior to the start of this project.

This project was below the threshold for requiring apprenticeship utilization.

Advantage(s)

1. Improved water pressure.
2. Compliance with State requirements.
3. Completes the City's contractual and statutory process for accepting the project.
4. 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 funds for this project were identified in the 2021-2022 and 2023-2024 Water Capital Budgets as project number PRJ100496.

Prior Council Review

- Approved in the 2021-2022 Water Capital Budget
- Approved in the 2023-2024 Water Capital Budget
- Staff Report 137-22: Bid Award on October 3, 2022

Action Requested

On May 15, 2023, accept the Vancouver Low Rezone Water Main Installation as constructed by Halme Excavating, Inc. of Battle Ground, Washington, and authorize release of retainage in the amount of \$16,198.50, subject to receipt of all documentation required by law.

Michelle Henry, Senior Civil Engineer, 360-487-7155



Staff Report: 086-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Bid Rejection - Fourth Plain Sewer Improvements - Broadway St to F St

Key Points

- City Staff is recommending Council reject all bids received for the ITB 23-22: Fourth Plain Sewer Improvements project.
- The Engineer's Estimate was advertised to be \$445,000, considerably lower than the bids received, which ranged from \$720,000 up to \$930,000.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The Fourth Plain Sewer Improvement project will be extending 986 linear feet of public 8-inch sanitary sewer and six (6) manholes. The new public sewer will extend in Fourth Plain Blvd from Broadway Street to F Street. The work shall also include the installation of service laterals to properties that are currently on shared services.

On May 2, 2023, the City received 3 bids for the subject project. The bids ranged between \$720,000 and \$930,000:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Grade Werks Construction, Battle Ground, WA	\$720,771.22
Advanced Excavating Specialists, LLC, Kelso, WA	\$893,552.05
North Cascades Excavation, Woodland, WA	\$931,785.10
Engineers' Estimate (as published)	\$445,000
Updated Construction Estimate	\$700,000

Because bids were received much higher than the published engineer's estimate, staff reviewed the material costs and revised the construction cost estimator, which reflect current material and labor economic conditions. The revised estimate is more in line with the bids received. Staff plans to re-structure the bid and bid table to include more transparent details of the work as well as re-bid with an updated engineer's estimate.

Advantage(s)

1. Provide public sanitary sewer service to residents.
2. Provide access to public sewer for properties that are currently connected to a shared service lateral.

Disadvantage(s)

The need to complete this project prior to the coming street work will reduce the time available for construction.

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2023-2024 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2023-2024 Sewer Construction Fund Capital Budget.

Action Requested

On May 15, reject all bids and direct staff to re-bid the project at a later date.

Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

ATTACHMENTS:

- Project Boundary Map - Fourth Plain Sewer Improvements - Broadway St to F St



Staff Report: 087-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Heights Roadway Plan Acceptance and Infrastructure Design Contract Amendment

Key Points

- The City entered into a contract with First Forty Feet (FFF) on March 14, 2022 to lead the design of the public infrastructure envisioned in the Heights District Plan to a preliminary 30% design level. This was the first step in implementing the Heights District Plan adopted in August 2020.
- The 30% design work is now complete and maps out the locations of the public right of ways within the Tower Mall Redevelopment Area.
- City staff identified a phasing strategy of the development and construction of the Tower Mall Redevelopment Area. The development phasing strategy highlighted certain elements of the public infrastructure to advance to 100% design that were identified as a priority to support development of the area.
- This contract amendment will advance the design of certain public infrastructure from 30% to 100% to allow for construction of the improvements.
- Before advancing the design, City staff seek Council's approval and adoption of the locations of the rights of way.

Strategic Plan Alignment

Goal 1: ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest

Goal 4: ensure that Vancouver's parks and trails system is the highest quality and most complete in the region

Goal 6: facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services – "20-minute neighborhoods"

Goal 8: strengthen commercial, retail and community districts throughout the city

Goal 10: use our influence to support community partners' actions, projects and initiatives that

improve our community's livability and prosperity

Present Situation

- The 30% design work was completed on March 31, 2023 and City staff are currently reviewing the design documents and final deliverables.
- City staff across a range of departments worked with FFF to refine the scope of work for this contract amendment to build upon the design work already completed to date.
- This scope of work will produce the final permitting and construction documents for 4 complete street projects together with construction cost estimates necessary to construct these street improvements. The 4 roadway projects include;
 - Mill Plain Blvd / MacArthur Blvd intersection
 - Grand Loop North section
 - Grand Loop East section
 - Roundabout at MacArthur Blvd/Lieser Road
- City staff continue to work on a capital investment strategy to identify funding opportunities.
- Subject to funding, construction of the Mill Plain Blvd/MacArthur Blvd intersection is anticipated to commence Fall 2024 followed by construction of the Grand Loop in 2025. The MacArthur Blvd/Lieser Road roundabout will be constructed in 2025 or 2026. To meet this projected constructed schedule, approval of this contract amendment is critical.
- The Equitable Development Strategy continues alongside the infrastructure design work. The final report with the recommendations will be completed early summer of this year.

Advantage(s)

This scope of work will provide the necessary design documentation to construct the first phase of public infrastructure to kick start development of the District.

Disadvantage(s)

None. This contract amendment is a necessary next step in the design and engineering of the Heights District Plan and the redevelopment of the District.

Budget Impact

The total cost of this contract amendment is \$2,999,219. The 2023 Spring Supplemental has the needed budget adjustment to cover the costs of this contract amendment.

Prior Council Review

08/10/2020 – Adoption of the Heights District Plan and associated Comprehensive Plan amendments

02/28/2022 – Approval of First Forty Feet Contract dated March 14, 2022, C-100846

11/28/2022 – Council Workshop: Heights District Implementation Update

04/10/2023 – Council Workshop: Proposed Heights HX Plan District Changes

Action Requested

1. Authorize the City Manager or designee to execute Amendment No.1 to Professional

- Service Agreement with First Forty Feet for a total contract amount of \$2,999,219.
2. Adopt resolution accepting roadway plans for the Heights District.

Amy Zoltie, Real Estate Project Manager, 360-487-7953

ATTACHMENTS:

- ▢ Resolution
- ▢ Contract Amendment
- ▢ Contract Amendment #2
- ▢ Amendment #1
- ▢ Contract
- ▢ Roadway Plan Exhibit

[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION accepting the Heights District Roadway Plan and endorsing advancement of 100% design of the Heights District Right of Way Plans for construction of necessary public transportation infrastructure improvements related to the Tower Mall Redevelopment Area.

WHEREAS, the Heights District is envisioned as a vibrant neighborhood center that is sustainable, healthy, equitable, accessible and safe, and includes a mix of complementary uses, engaging public open space, diverse housing affordable to a wide range of community members and safe multimodal travel opportunities within the district and to transit and nearby neighborhoods and the Heights Mixed Use (HX) Plan District (Chapter 20.670 VMC) implements the vision, goals, and policies of the Heights District Plan and ensures future development is integrated, cohesive, and context sensitive; and

WHEREAS, a Heights District Roadway Plan has been established for public transportation infrastructure envisioned in the Heights District Plan, as detailed in the civil engineering Heights District Right of Way Plan sheets adopted March 31, 2023, which map out the locations of public rights of ways within the Tower Mall Redevelopment Area at the 30% design level; and

WHEREAS, the Planning Commission and City Council have considered the Heights District Roadway Plan, through public workshops and find that it aligns with the City of Vancouver's Comprehensive Plan; and

RESOLUTION - 1

WHEREAS, the Heights District Roadway Plan also aligns with the City of Vancouver's Strategic Plan Goals to ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest, to facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services, and to strengthen commercial, retail and community districts throughout the City;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Vancouver City Council accepts the Heights District Roadway Plan for the construction of necessary public transportation infrastructure improvements related to the Tower Mall Redevelopment Area, as set forth in the Heights District Right of Way Plans adopted March 31, 2023, attached hereto as Exhibit A and incorporated by reference.

Section 2. The Vancouver City Council endorses advancement of the Heights Right of Way Plans from 30% to 100% design to allow for construction of the Heights Roadway Plan.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of May, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to Form:

Jonathan Young, City Attorney

RESOLUTION - 2

RESOLUTION NO. M- [Resolution Number]

EXHIBIT A
HEIGHTS DISTRICT RIGHT OF WAY PLANS ADOPTED MARCH 31, 2023

[SEE ATTACHED]

RESOLUTION - 3

SERVICE AGREEMENT C-100846

AMENDMENT No. 3

Heights District Master Plan & Construction Services

This Agreement amends the Professional Services Agreement number C-100846 by and between the City of Vancouver, hereinafter referred to as "City", and First Forty Feet, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$2,999,219 to a revised authorized amount of \$5,071,469.
2. **Amend** the language contained in Section 1, Scope of Work, to include language in herein attached and by reference made part of the Contract, Attachment A - Amendment No. 3 Scope of Work.
3. **Amend** the language contained in Section 4, Term of Agreement, with language in herein:
 - Term date extended to June 30, 2024.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

First Forty Feet

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Planning
Urban Design
Place Strategy

Amendment 3 (Draft)

Introduction

The First Forty Feet (FFF) Consultant Team have been selected by the City of Vancouver (COV or City) to prepare construction and permitting documents for the Heights District public infrastructure, henceforth referenced as the Heights District Project and described further throughout the scope of work as “Project”. The scope of work will include Mill Plain Blvd & MacArthur Blvd intersection (green), northern section of the Grand Loop with associated internal street (orange), eastern section of the Grand Loop with associated internal street (red), and Leiser roundabout (blue). The scope of work will include design development, 100% construction documentation, urban design specifications, continued key stakeholder and community engagement, arts integration, land use planning, traffic and design engineering, SEPA and environmental analysis.

Professional services for the Project will include update of the masterplan (Tower Mall Redevelopment Area), evaluation of site development configuration options, traffic engineering, evaluation of roundabouts and traffic signals, lighting designs, park design, landscape designs, structural designs, environmental process and permits, and utilities coordination and design. Coordination of services and deliverables will integrate with and support the Equitable Development Plan project’s recommended strategies and tools for culturally relevant and inclusive programming within the District and funding strategies to support one-time infrastructure and ongoing programmatic investments required to ensure equitable development of the Heights over the long-term. Additionally, project coordination and required federal documentation will be performed.

The Project team includes:

- First Forty Feet – Overall Project Management, Urban Design, Placemaking and Streetscape Specifications/Guidelines, Grand Loop Design, and Communications and Engagement support.
- PBS Engineering and Environmental Inc. – Civil Design Documentation, Traffic Engineering, Intersection Design, Traffic Signal Design, Lighting Design, Stormwater Design & Specifications, Utility Design, Permitting, and Communications support, Landscape Architecture, Planting Design, and Irrigation.
- DCW – Cost Management and Cost Estimating

Project Description and Background

The adopted Heights District Plan is the culmination of more than two and a half years of public engagement and participation in a planning process resulting in a community vision for how the Heights District will develop over the next 20 years.

The Heights District is envisioned as a vibrant neighborhood center that is sustainable, healthy, equitable, accessible, and safe. The district includes a variety of public open spaces, diverse mixed-income, mixed-use housing typologies, affordable to a wide range of community members, safe multi-modal mobility opportunities and access to transit. In addition, neighborhoods around The Heights District represent the

spectrum of the City's social and economic diversity with both affluent and economically vulnerable residents. The Heights District Plan is an opportunity for the COV to partner with the private sector to bring new investment to central Vancouver and ensure that new development provides benefits and opportunities to a broad range of residents and businesses now and into the future.

The Heights District Plan is guided by policy and regulatory documents that provide specific guidance for the Project limits.

Project Scope of Work

The First Forty Feet Team will work with the City of Vancouver to provide public outreach and prepare the final master plan, construction drawings, specifications, cost estimates, permit documents and provide bidding and construction support.

The Project will complete master planning, construction, and permitting documents, for the development of public infrastructure including roadways, utilities, public spaces, wayfinding, and transit amenities within the 63-acre TMRA.

The following amended scope of work tasks describes how the Consultant Team will collaborate with the COV project manager, city staff, key stakeholders, community members, and regulatory agencies to progress beyond the original 30% design phase select prioritized projects to the final design as individual bundled plans, specs, and estimates (PS&E) for future advertisement.

1. Mill Plain Blvd and MacArthur Blvd Intersection
1. MacArthur Blvd and Lieser Road Intersection
2. North TMRA Loop Road
3. East TMRA Loop Road

I. Project Assumptions

The following apply to all First Forty Feet Team deliverables unless otherwise specified in this work scope or by the City of Vancouver (COV) Project Manager:

2. Previewing communications materials
 - Consultant Leadership Team shall provide an agenda and draft materials to the Project Management Team (PMT) at least two working days prior to the meeting.
 - COV will perform one round of review on draft materials.
 - COV will provide comments to Consultant Leadership Team within five working days after a meeting to review draft work scope materials.
 - Consultant Leadership Team shall review with COV all revisions and corrections to materials based on comments received prior to public release.
 - Consultant Leadership Team shall provide materials intended for public release to PMT at least every five working days prior to the scheduled release.
3. Text memorandums and reports
 - Memorandums are to be formatted for 8½-inch by 11-inch, or 11-inch by 17-inch paper in their native format and in an open, universally readable format suitable for review and editing by the COV.

- All final memorandums, including graphics, tables, etc. are to be provided to COV only digitally in an open, universally readable format suitable for uploading to the COV website. COV shall be responsible for printing of all materials.
4. Construction documentation, plan sheets and specifications
 - Construction documents shall be prepared using AutoCAD and Civil 3D (ver. 2018 – 2023), the City will provide a boilerplate for drafting standards to be used for the development of construction documents. Final electronic deliverables shall be in AutoCad and Civil 3D format.
 - PDF electronic deliverables of the plan sets [11- by 17-inches], specifications, draft construction schedule, and cost estimate
 5. Estimated Notice-to-Proceed (NTP) for Amendment 1 will be May 2023
 6. Preliminary Work Scope and Schedule are as follows:
 - This scope takes the Project (see Appendix A) through 30% design as well as assisting the City to determine what projects should be included in Phase 1 to take to final construction documentation as an amendment to the contract.
 - 30% design development, cost estimating, and a recommended Phase 1 plan will be 15 months from estimated Notice to Proceed
 7. Final Design Scope and Schedule are as follows:
 - This scope progresses prioritized phases of the Project (see Appendix A) through final design in support of PS&E construction documentation as amendment 3 to the contract.
 - Final design development and cost estimating will be 15 months from Notice to Proceed (Estimated completion July 2024)
 - The final design milestone deliverables beyond 30% will consist of 60%, 90%, and Final Design submittals. The 60% submittal will include Draft Reports, Plans, and Engineers Estimate. The 90% and Final Design packages will include Final Reports, Plans, Specifications, and Engineers Estimates (PS&E) in support of future construction projects.

II. General Project Organization and Management Provision

Project Management Team

The Heights Project will have oversight by a Project Management Team (PMT) comprised of the COV Heights District Project Manager, COV staff as identified by the COV Project Manager, and the Consultant Leadership Team (CLT), inclusive of key personnel from First Forty Feet, PBS, and DCW Cost Estimating. The CLT is led by the prime consultant, First Forty Feet (FFF).

Project Delivery Teams

The Heights Project will be organized and managed by a Project Delivery Teams (PDT) comprised of the COV Heights District Project Manager, and COV staff as identified by the COV Project Manager

Technical Advisory Committee

The FFF team will continue to work with the established Technical Advisory Committee, . The focus of the TAC will be to provide review and feedback of analyses and reports at key milestones. where feasible and when requested by City staff, to provide data and other resources to supplement the work included in the Project scope.

Assumptions:

The First Forty Feet project manager in conjunction with the Consultant Leadership Team (CLT) will oversee project tasks, deliverables and scheduling and will coordinate meetings, reviews and decision-making with the PMT and TAC. The PMT and TAC shall meet as specified by the work scope to coordinate logistics of the project, provide feedback, and give direction to the Consultant Leadership Team.

III. Project Scope of Work Tasks

Task 1: Project Orientation (Updated)

The First Forty Feet Team will coordinate with the City of Vancouver (COV) the Project's management structure, work plan, schedule, and coordination roles.

Subtask 1.1: Contract Administration, Invoicing, and Progress Reports (Updated)

First Forty Feet will provide contract administration, invoicing, and progress reporting for the Project to the COV project manager including the following:

1. Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses; total cost for labor and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
2. Prepare a Contract Summary Report (CSR) to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
3. Maintain required contract documentation. Provide copies of project files and records to the city for audits and public information requests. Final documents shall be provided in electronic format as requested.

Subtask 1.2: Project Management Meetings (Updated)

The First Forty Feet team tasks include coordination and facilitation of PMT meetings necessary to successfully complete the project. The First Forty Feet project manager will coordinate with the COV project manager to determine appropriate City staff, City representatives, consultant team members, key stakeholders, and/or public agencies representatives as needed to attend meetings listed below.

Project management tasks are integrated into each of the tasks in the Work Scope throughout the Preliminary Design Confirmation (Task 2-4) and Final Design Implementation Phases (Task 5-7). The Project Management Team (PMT) will provide oversight and decision-making regarding the project scope, tasks deliverables, task deliverables review and schedule. The Project Amendment 1 is assumed to be completed within 15 months of NTP in support of a Spring 2024 Phase 1 construction start.

Anticipated Project Management Meetings	
Kick-off Mtg. Session	1
PMT Meetings	4
Project Progress Meetings	15
Technical Design Meetings	20
Public Agency Meetings	4
City Council Updates	2

Anticipated Project Management Meetings	
Total:	46

1. Preparation for and attendance for one 2-hour project kickoff meeting session over Microsoft Teams with COV staff and the Consultant Leadership Team (CLT). This meeting will establish next steps for all four scoped projects, identified in Task 7, including attendance by required City technical staff that will be involved with project reviews during delivery.
2. Up to four (4) 1.5 hour video conference City PMT meetings.
3. Up to fifteen (15) one-hour monthly video conference meetings with the City project manager and delivery teams to discuss projects and delivery progress. The number of meetings is based on a 15-month design schedule assuming all four projects coordinated with a single City project manager; however, the Consultant Team reserves the right to adjust the number of meetings if the project schedule exceeds 15-months or projects are separated to multiple City project managers.
4. Preparation for and attendance up to twenty (20) two-hour project deliverables work session/review meetings with select members of the TAC. The purpose of these meetings will be to discuss project design with City technical staff in support of milestone deliverables.
5. Preparation for and attendance up to six (6) one-hour project coordination meetings with Public Agencies (PA) and the City.

Subtask 1.3: Management, Coordination, and Direction (Updated)

First Forty Feet in conjunction with PBS shall establish a quality management program and decision-making review structure and protocol for review of technical work and other deliverable products developed within the 100% Documentation phases.

Will Grimm (First Forty Feet) is the Heights Project's First Forty Feet consultant team project manager; Dustin Cooley (PBS) will manage design documentation (Task 4-7 Design Development) from NTP through project advertisement which includes oversight of the final signed PS&E bidding documents.

1. First Forty Feet and PBS shall prepare and maintain the Project Design and Implementation Schedule. The schedule shall identify project tasks, tasks reviews by the COV and deliverable items for advancing project milestones. The schedule will be updated as circumstances require or as requested by the COV (assumes two (2) updates).
2. First Forty Feet will prepare and submit an activities list and look-ahead schedule to the COV following the Notice to Proceed. The schedule shall show appropriate milestones for the project, including intermediate and final submittal dates for deliverables and key milestone review sessions as dictated in the Communication Plan.
3. The Consultant Leadership Team will coordinate project tasks and activities with the COV.
4. The Consultant Leadership Team will facilitate coordination with necessary agencies identified by COV throughout the design and approval process.
5. The Consultant Leadership Team will coordinate with COV to identify and track project specific risks including mitigation strategy through to implementation. This document will be "living" and updated through life of the project.

Subtask 1.4: Quality Assurance/Quality Control (Updated)

The First Forty Feet Team will provide QA/QC for conceptual design, technical analyses, and construction documentation, specifications and permitting work in accordance with the Consultant's QA/QC Program. The First Forty Team's QA/QC will ensure appropriate, right-sized quality assurance and control measures are in place and executed at key points during planning and design efforts. Greg Jellison, of PBS will be the QA/QC manager who has worked extensively with the City of Vancouver on similar projects. The QA/QC process will be active throughout the life of the delivery process, providing a balance between the Design Confirmation (Tasks 2-4) and Design Implementation (Tasks 5-8) phases with technical reviewers involved to ensure that technical elements are accounted for during the Design Confirmation phase and that overarching themes of the masterplan are not lost during Design Implementation.

The QA/QC plan will be integrated throughout all processes and woven into our critical path delivery schedule; for example, how the use of public spaces and multi-modal facilities throughout the project area will be vetted early in the Design Confirmation process will require that the design team support concepts and cost estimating processes with additional permitting requirements being accounted for. The First Forty Team will have the proper experts involved throughout the project life at varying capacity providing senior level design and construction personnel to review deliverables and provide technical support.

Subtask 1.5: Project Management Team (PMT) Kick-off

Task 2: Communications Plan (Updated)

The First Forty Feet Team understands the COV will lead community engagement and communications on this project, serving as the face and the main contact for stakeholders and the community at large. The Consultant Team will coordinate, with the COV, identification of the necessary stakeholders, methods of outreach, engagement, and summary reporting, including a meeting schedule, and facilities or online applications necessary and available to support a range of in-person (if desired) and virtual engagement. The COV will manage delivery of project updates and information through the targeted use of established communications channels, such as the Heights District Plan email list, the City of Vancouver website and social media, Be Heard Vancouver engagement platform, Office of Neighborhoods and *Vancouver Connects* newsletters, and My Vancouver app.

The First Forty Feet Team will prepare necessary planning, design, logistics, content and materials to support the COV in communications and outreach efforts.

PBS, with FFF support, will prepare a Project Communications Plan in coordination with the COV Communications team to guide both how the project is communicated and how input is used and shared. with the purpose of:

- Outlining the goals for public engagement.
- Specifying the project design and programming elements stakeholder input will inform.
- Detailing methods, techniques, timelines and staffing assignments.

The Project's Communication Plan will consist of the following elements:

Subtask 2.1: Engagement Purpose, Objectives and Goals

Engagement purpose and goals will be developed by PBS and FFF in coordination with the COV to support the Project in informing, gathering input and using input from diverse stakeholders regarding public infrastructure components, including complete street detailing and engineering, Grand Loop design and detailing, public arts integration, wayfinding, and branding.

Engagement milestones will be the opportunities for engagement to provide project updates for the documentation phase of the Heights District Project elements. The future engagements are intended to be informational and a way to present progress and current design details.

FFF and PBS will coordinate with the COV engagement with stakeholders for two project milestones.

- Engagement Milestone #3 – 60% Documentation Progress Update.
- Engagement Milestone #4 – 90% Documentation Progress Update.

Deliverables:

- Draft and Final Purpose Statement
- Draft and Final Objectives
- Draft and Final Goals

Subtask 2.2: Outreach Content and Materials Support

Outreach and project status content and materials will be developed to support the COV in communications and outreach through established communication channels. The existing Heights District Plan project email list, COV website, Be Heard Vancouver engagement platform, *Vancouver Connects* monthly newsletter, and My Vancouver app will be a primary source for Project information and supplement engagement efforts.

Assumptions: The Consultant Team, in coordination with COV, will prepare project-specific outreach content and materials for use by the COV on the Project website, Be Heard and established COV communications channels consisting of the following:

- Project Start: at project start-up, prepare project overview and graphics depicting the project area, process and timelines for use on the Project website and established communications channels.
- 60% Design Progress: FFF and PBS will provide updates to correspond to Engagement Milestones 3 & 4, and incorporate FFF prepared graphics of 60% design details and project progress.
- 90% Design Progress: FFF and PBS will provide updates to correspond to Engagement Milestones 3 & 4, and incorporate FFF prepared graphics of 90% design details and project progress.
- Team to utilize presentation materials and deliverables across various engagement meetings; anticipate adapting deliverables by adding slides or exhibits.

Deliverables:

- Draft and Final Project Overview Exhibit
- Draft and Final Progress Graphics
- Draft and Final Timeline Graphics
- Draft and Final 3D and Plan Graphic Illustrations with Text
- Periodic Project Update Text

Subtask 2.3: Stakeholder Identification (No Change)

Subtask 2.4: Project Engagement Milestones and Topics (See Task 6)

Subtask 2.5: Engagement and Content Review Schedule (FFF) (See Task 6)

Task 3: Master Plan (No Change)

Subtask 3.1: Field Guide (No Change)

Subtask 3.2: Place Guide (No Change)

Subtask 3.3: Place Guide document (No Change)

Subtask 3.4: Capital Investment Strategy (No Change)

Task 4: Design Development Documents (Updated)

Subtask 4.1: Programmatic Elements and Design Criteria (No Change)

Subtask 4.2: 30% Preliminary Design Documentation (No Change)

Subtask 4.3: Project Phasing Summary Plan (No Change)

Subtask 4.4: Utility Coordination (No Change)

Subtask 4.5: Surveying (Updated)

Subtask 4.5.1: Surveying and Base Map (No Change)

Subtask 4.5.2: Tree Survey (No Change)

Subtask 4.5.3 Right-of-Way Plans

The Consultant shall create the preliminary right-of-way plans and exhibits based on the 30% design. ROW plans and exhibits will be developed to City of Vancouver standards. Plans and exhibits will show in fee acquisitions along with temporary acquisitions. Once comments are received from the City staff, the consultant will update the draft right-of-way plans and develop landowner communication exhibits for communication with adjacent impacted landowners.

Right-of-way plans and property owner exhibits describing right-of-way impacts will be prepared in support of describing project acquisitions.

PBS Survey will provide overall Legal Descriptions and Exhibit Maps for 13 proposed block locations and one proposed open space location within the TMRA project area. PBS Survey will also provide Legal Descriptions and Exhibit Maps for individual segments of the Angelo Properties (City of Vancouver defined parcel segments 1, 2, 6, 8, and 12), ABC Homes Properties (City of Vancouver defined Proposed Block F- parcel segments 4, 5, 13, and 26), Dawk Enterprises Properties (City of Vancouver defined Proposed Block G- parcel segments 14, 17, 18, 20 and 24), and the MacArthur Blvd Building LLC parcel segments (to be identified in further discussions with the City of Vancouver).

These legal descriptions and Exhibit Maps will aid in the initial creation and visualization of future blocks and public roadway layouts for future development through the Boundary Line Adjustment (BLA) and Subdivision Platting process.

Assumptions:

- Legal descriptions and exhibits will only be prepared for the areas described above.
- Platting of blocks or the TMRA in general will be added with future scope.
- TMRA ROW Plan & Exhibits to support landowner coordination.

Deliverables:

- Draft and Final Legal Descriptions and Exhibits
- TMRA ROW Plans & Exhibits

Subtask 4.5.4 Archaeological Survey (No Change)

Subtask 4.5.5 Pedestrian Survey and Shovel Testing (No Change)

Subtask 4.5.6 Geotechnical Investigations (No Change)

Subtask 4.5.7 Park Hill Cemetery Boundary Confirmation (No Change)

Subtask 4.6: Geotechnical Engineering (Updated)

Subtask 4.6.1: Geotechnical Site Evaluations (No Change)

Subtask 4.6.2: Geologic Map Review (No Change)

Subtask 4.6.3: Subsurface Exploration (Updated)

Subsurface conditions will be explored at proposed signal poles located at E. Mill Plain Boulevard/MacArthur Boulevard and E. Mill Plain Boulevard/N. Devine Road and at two stormwater facility locations along N. Andresen Road by completing four (4) additional borings using a truck-mounted drill rig. Borings will be advanced to depths of up to 30 feet bgs or practical refusal of the drilling equipment, whichever occurs first. In situ, standard penetration tests will be performed at 2.5- to 5-foot intervals. The borings will be logged, observed groundwater levels noted, and representative soil samples collected by a member of the PBS geotechnical engineering staff. Cuttings will be drummed and disposed of offsite.

Subtask 4.6.4: Piezometer Installation (No Change)

Subtask 4.6.5: Field Infiltration Testing (Updated)

Two (2) cased-hole, falling-head infiltration tests will be completed, one in each boring completed along N. Andresen Road, at depths of 10 or 20 feet bgs in general accordance with City of Vancouver test procedures. A soil sample will be collected immediately below the infiltration test depth for laboratory testing. Borings will be extended up to 10 feet below the infiltration test depth.

Subtask 4.6.6: Soils Testing (Updated)

Samples will be returned to our laboratory and classified by the Unified Soil Classification System (ASTM D2487) and/or the Visual-Manual Procedure (ASTM D2488). Laboratory tests may include natural moisture contents, Atterberg limits, and grain-size analyses, as appropriate.

Subtask 4.6.7: Geotechnical Engineering Analyses (Updated)

The data collected during the subsurface exploration, literature research, and testing will be analyzed to develop geotechnical recommendations for design and construction. The geotechnical engineering report for

the project will be updated to include the additional geotechnical information, analyses, and recommendations from this scope of work.

Assumptions:

- Soil samples collected during the investigation will be stored for a minimum of 60 days after completion of subsurface exploration. Additional storage time may be requested for a monthly fee.
- PBS will complete a "one call" public utility notification and subcontract a private utility locate prior to beginning subsurface explorations. All reasonable efforts will be made not to damage any existing slabs, asphalt, landscaping, or underground utilities or sprinklers, etc. however, PBS will not be responsible for repair costs associated with any damage to such improvements.
- Environmental services are not included in this geotechnical proposal. In the event environmental contamination is encountered during fieldwork, the City of Vancouver will be notified immediately. PBS can provide these services, if requested, for an additional fee.
- Full-time traffic control required when performing geotechnical investigations within N Andresen Road.

Deliverables:

A geotechnical engineering report will be prepared containing the results of the PBS work, including the following information:

- Field exploration logs and site plan showing approximate exploration locations
- Laboratory test results
- Infiltration test results
- Groundwater considerations
- Signal pole foundation parameters
- Geotechnical Design Validations
- Final Geotechnical Report

Subtask 4.7: Traffic Engineering (Updated)

A traffic impact analysis (TIA) memorandum, dated August 30, 2019 by HDR, was prepared for The Heights District redevelopment plan. It addresses redevelopment within Zones 1, 2 and 3 in the vicinity of the Tower Mall area, which are planned to include 1,340 residential units and 204,000 square feet of commercial space as replacement for the existing under-utilized 258,000 square feet of commercial space. The TIA assumed no new commercial trips. Between the bus rapid transit (BRT) system currently being built on Mill Plain Boulevard and the planned multi-modal transportation improvements within the district, the TIA assumes a 6% reduction in trips. The original TIA assumed all new trips to be related to the proposed residential land use. During the AM peak hour 400 net new trips are estimated, with 100 entering and 300 exiting. During the PM peak hour 600 net new trips are estimated, with 370 entering and 230 exiting.

At the November 30, 2021, meeting, the City expanded the scope of work to include updating the TIA to address the replacement of the commercial land uses to the many years of vacant space at the Town Mall. The TIA assumed roundabouts will be installed at the MacArthur Boulevard/Andresen Road and MacArthur Boulevard/Devine Road intersections.

To maintain an acceptable level of service at studied intersections, a trip accounting system is proposed to verify trips generated by the proposed land uses do not exceed the new trips analyzed in the TIA.

Multi-modal improvements are proposed to connect with the proposed trail on MacArthur Boulevard and the BRT system on Mill Plain Boulevard. These include crosswalks at uncontrolled locations on both Mill Plain Boulevard and MacArthur Boulevard as well as narrowing MacArthur Boulevard, which may require traffic signal modifications at the MacArthur Boulevard/Mill Plain Boulevard intersection.

The traffic engineering services will include preparing the updated TIA accounting for the current land use density in zones 1, 2 and 3, a traffic study related to traffic signal design, pedestrian crossing enhancements, roadway lighting, roundabout level of service and design, and other 30% design support.

The PBS traffic engineering scope of work will support of the following subtasks:

Subtask 4.7.1: Data Collection and Review of Supporting Materials (No Change)

Subtask 4.7.2: Intersection Operational Analysis and Design (No Change)

Subtask 4.7.3: Roundabout Design Support (No Change)

Subtask 4.7.4: Pedestrian Crossing Analysis and Design (No Change)

Subtask 4.7.5: Safety Performance Analysis (No Change)

Subtask 4.7.6: Street Lighting Analysis (No Change)

Subtask 4.7.7: Access Management Plan (No Change)

Subtask 4.7.8: Traffic Reports (Updated)

PBS will update the following reports in support of design efforts through to the 30% design level including submittal of both Draft and Final reports to the City for concurrence to design efforts. The reports below will be updated based project area as defined in Appendix A and subtasks to task 4.9 as described above based on the updated and City approved development densities for the TMRA.

1. Update the Heights District TIA prepared by HDR for the updated land uses. The TIA will follow the City's guidelines for evaluation of the site and studied intersections. The TIA findings and recommendations will be supported by narrative, tables, figures and LOS analysis reports. The report will provide an update of the TIA trip generation estimate and support a trip accounting methodology.
2. Develop project specific traffic analysis report (TR) based on road and intersection improvements to document existing and future traffic conditions. This report will provide recommendations for traffic signal modifications, signal analysis for the MacArthur Boulevard and Lieser Road intersection, roundabout configurations, north Andresen Road diet feasibility, pedestrian crossing enhancements, access management, and street lighting photometrics.

Assumptions:

- City of Vancouver's Pedestrian Crossing Improvement Policy will be used.
- The trip generation for The Heights District Plan will need updating from the TIA memorandum by HDR dated August 30, 2019.

- The TIA associated with The Heights redevelopment will only be related to zones 1, 2, and 3. Zone 4 is excluded.
- The TR will be related to zones 1 through 4.
- PBS will submit draft reports, review comments, update reports as needed, and submit final reports.
- Updated TMRA development densities will be approved by City then used to update Traffic Reports in task 4.7.8.

Deliverables:

- Draft and Final TIA update
- Draft and Final Traffic report documenting subtasks above including signal modifications, signal design, roundabout design, proposed road sections, pedestrian crossing enhancements, signal coordination, and lighting photometrics
- Draft and Final Access Management Plan (AMP) as appendix to traffic report

Task 5: Permitting

The project area is known not to contain critical areas or other regulated sensitive areas. The completion of critical area assessments or permitting outside of that typically required for civil infrastructure projects will not be necessary. As the initial master plans for the project were reviewed under the SEPA EIS process, the project will not require further review under SEPA unless there has been a significant change in the plans compared to what was initially reviewed.

When federal monies are made available then the project will be required to comply with the National Environmental Policy Act (NEPA). Based on the proposed project timeline, the NEPA review process can be initiated during further refinement beyond 30% without impacting delivery and construction timeframes.

Subtask 5.1: Preliminary Permitting Assessment (No Change)

Subtask 5.2: Permitting Preparation (New)

PBS will complete the State Environmental Policy Act (SEPA) checklist for the project. The SEPA will contain information about impacts to natural resources and will include discussions related to the following: air, water, plants, wildlife, energy, environmental health, housing, aesthetics, light and glare, historical and cultural preservation, transportation, and utilities. The SEPA checklist will be completed with sufficient detail to enable city staff to determine if the project has the potential to result in significant environmental impacts.

Assumptions:

- No critical areas are present with project area
- Agency review fees are not included in the PBS compensation amount
- City will complete one round of comments on Draft SEPA
- Permitting only required for MacArthur Blvd & Lieser Road Intersection project in support of task 7.2

Deliverables:

- Draft and Final SEPA Checklist and attendant graphics

Task 6: Project Specific Public Involvement (New)

This task provides greater detail for the Task 2 Communications Plan, specific to the project areas. It includes outreach to decision-makers, commissions and multiple audiences affected by or interested in the project,

including residents, businesses, and organizations within areas adjacent to the listed projects proceeding into Final Design. The Consultant will use a variety of strategies, outlined below, to engage them, ensuring equity and accessible across all touchpoints.

Subtask 6.1: Stakeholder Matrix

The Consultant will prepare a stakeholder matrix with the COV to identify specific stakeholders affected or interested in the project, as well as confirming continued engagement with decision-makers, commissions, and community groups previously engaged with the project.

Assumptions:

- Up to three (3) members of the Consultant team will meet with the City to identify the range of stakeholders to engage across the four project areas (1 hour meeting).
- The Consultant will prepare a matrix of four project-specific stakeholder groups, with additional information such as anticipated concerns, contact information, dates and times of regular meetings, possible meeting locations, and necessary messaging and materials for each.
- The City will perform up to two (2) reviews of the stakeholder matrix.

Deliverables:

- Draft and final meeting notes
- Draft and final stakeholder matrix

Subtask 6.2: Small-Group Stakeholder Interviews

The Consultant will hold interviews with the small groups of key stakeholders who are impacted by the construction of the following four project areas:

1. Mill Plain Blvd and MacArthur Blvd Intersection
2. MacArthur Blvd and Lieser Road Intersection
3. North TMRA Loop Road
4. East TMRA Loop Road

The purpose will be to build relationships, inform them about the project, and consult them on their concerns in order to fine-tune the draft designs. We will hold one meeting with each of the four groups twice over the course of the project.

This scope also includes time for PBS technical staff to meet individually with up to six stakeholders in need of additional assistance.

Assumptions:

- The consultant will obtain City approval for stakeholder list prior to any outreach or interactions.
- The Consultant will hold up to four (4) small-group stakeholder interviews.
- The Consultant will create four (4) small-group interview lists, pulled from the stakeholder information compiled in Subtask 6.1.
- The City will perform up to two (2) reviews of the small-group interview lists.
- The interviews will be conducted by up to four (4) Consultant representatives.

- The interviews will be held in person.
- Each interview will not exceed two (2) hours.
- The Consultant and the City will work together to determine the schedule and their locations based on availability.
- The City will reserve meeting locations and cover any related expenses.
- The Consultant will create up to four (4) versions of the interview invitation, one for each group, in English.
- The City will handle the translation of written and electronic materials; printing of translated materials; and in-person translation services, as desired.
- The City will email or print, stuff, and mail the invitations, and handle related expenses.
- The City will handle correspondence from stakeholders related to the meeting invitation.
- The Consultant will provide sign-in sheets, comment cards, a PowerPoint presentation and strip maps, in English, to use at the interviews.
- The City will conduct up to two (2) rounds of review on the materials. The City will provide food and beverage, if desired.
- The City will provide in-person translation services. The Consultant will prepare a summary after each interview.
- The City will conduct one (1) round of review on the interview summary document. This scope allows for up to six (6) stakeholder follow-up meetings with individual stakeholders who cannot attend the group interviews, request additional information, or could benefit from one-on-one follow-up.
- The stakeholder follow-up meetings will be held on site, if possible, and will not exceed one (1) hour.

Deliverables:

- Draft and final interview invitations (up to 8) (English)
- Draft and final interview schedule
- Draft and final strip maps, sign-in sheets, and comments cards (2 of each) (English)
- Draft and final formal summaries (4)

Subtask 6.3: City Council Presentations

Representatives of the Consultant team will attend a Vancouver City Council meeting before two open houses. They will present on the project's status, review plans for upcoming work, public involvement, communications; respond to questions; engage in discussion as needed; and take direction for future action.

Assumptions:

- Up to three (3) representatives of the Consultant team will attend up to two (2) Council workshops for up to two (2) hours.
- The Consultant will prepare a presentation in English for each council workshop, then submit to the City ahead of the presentation per City guidelines.
- The City will conduct up to two (2) rounds of review on the PowerPoint presentations. The City's meeting minutes will serve as the meeting summary.

Deliverables:

- PowerPoint presentations in PDF format (2 presentations)

Subtask 6.4: Commissions Meetings

Representatives of the Consultant team will attend meetings of the Transportation and Mobility Commission, Urban Forestry, and the Culture, Art and Heritage Commission before each of the two open houses. They will present on the project's status, review plans for upcoming work, public involvement, and communications; respond to questions; engage in discussion as needed; and take direction for future action.

Assumptions:

- Up to three (3) representatives of the Consultant team will attend the four (4) Commission meetings/workshops for up to two (2) hours.
- The Consultant will prepare a presentation for each Commission meeting/workshop, in English, then submit to the City ahead of the presentation per City guidelines.
- The City will handle the translation of written and electronic materials; printing of translated materials; and in-person translation services, as desired. The Consultant will prepare a summary after each meeting.
- The City will conduct up to two (2) rounds of review on the PowerPoint presentations and the meeting summaries.

Deliverables:

- PowerPoint presentations in PDF format (4 presentations)

Subtask 6.5: Project-Specific Open Houses and Community Surveys

Building on the success of the Heights District open houses and surveys, our team will engage the public in two additional project-specific community open houses focused on the intersection and loop projects, with community surveys following each one. In this way, we will offer the public multiple ways to both learn about the project, ask questions, and offer their feedback in multiple ways. After the event, the City can post all materials to the project webpage.

All materials will be provided in multiple, accessible ways to encourage participation.

Assumptions:

- The Consultant will host two (2) open houses on the intersection and loop projects, not to exceed two (2) hours.
- The City will be responsible for selecting and securing the venue and covering related costs.
- The consultant will prepare all materials in English.
- The City will handle the translation of written and electronic materials; printing of translated materials; and in-person translation services, as desired.
- The City will conduct up to two (2) rounds of review on all materials.
- The City will handle event and survey publicity, such as mailers, newspaper notices/advertisements, press releases, social media, and the City project website, as desired.
- The Consultant will create an event plan, handout, and PowerPoint presentation for each open house.
- The Consultant will design up to eight (8) presentation boards per open house and provide easels.

- Up to eight (8) Consultant team representatives will attend the event. Relevant City representatives will attend the event as well.
- The Consultant will provide event supplies such as event signage, sign-in sheets, nametags, comment forms and a comment box, clipboards, flipcharts, easels, and tablecloths for each open house.
- The Consultant will develop two (2) online surveys in English. The first will assess the public's priorities for the project, e.g., safety, additional mobility options, and minimizing environmental impact. The second will allow the public to share their input on the alternatives. Results will be reviewed and summarized at the end of each survey period.
- The Consultant will provide printed versions in English, and a QR code to the online survey.
- The City will post the survey online, in the languages desired, ahead of each open house and staying open to collect responses for up to six (6) weeks after each event.
- The Consultant review the event plan with the City ahead of each open house, not to exceed one (1) hour, during a regular team meeting.
- The Consultant will prepare event summaries after each open house, capturing the event and the summary results.

Deliverables:

- Draft and final event plans (2)
- Draft and final presentation boards, up to 8 per event x 2 events
- Event supplies, e.g., sign-in sheets, comment forms – for 2 events
- Draft and final online SurveyMonkey surveys in English (2)
- Printed versions of online surveys in English (75 for each of 2 events)
- Draft and final event summaries (2)

Task 7: Final Design Development Documents (New)

Subtask 7.1: Mill Plain Blvd & MacArthur Blvd Intersection

Project Survey

The Consultant will utilize the preliminary survey data collected within Task 4.5.4 as basis to define design level survey in support of the final design development process for the Mill Plain Blvd & MacArthur Blvd intersection. This will include collection of more detailed survey within the project limits including but not limited to existing curb returns expanded areas of design that may be required to support the specific projects shown within Appendix A, and finalize any right of way needed to support future temporary easement or acquisition based on design impacts. The following activities will be completed in support of final design efforts:

- Collect additional survey in support of project footprint changes to cover project areas as shown in Appendix A.
- Survey to collect and update existing survey and ROW basemaps.
- Survey to update the existing ground surfaces based on newly collected data and revised project limits.
- Collect curb/sidewalk data at 50 to 100 foot intervals west along E Mill Plain Blvd from the intersection of MacArthur Blvd and E Mill Plain Blvd to the intersection of Brandt Road and E Mill Plain Blvd for the purpose of striping layout. UAS (drone) ground control points will also be established for a flight to produce design level imagery to supplement the striping design layout.

- Prepare exhibit maps and legal descriptions for proposed right of way acquisition and areas required as temporary construction easement for affected properties. These will be prepared as exhibit attachments to the legal form, right of way granting document, provided by the City's legal counsel.

Assumptions:

1. This scope developed understanding that three (3) adjacent properties will be impacted by the project with three (3) anticipated TCEs and two (2) right-of-way acquisitions (marginal parkways) over two (2) properties totaling five (5) documents.
 - Update Survey and ROW basemaps
 - Updated existing ground surface

Traffic Memorandum

The Consultant will prepare a project specific traffic memo to augment original Heights Development traffic report submitted in task 4 for each of the final design projects identified by the City listed below. The documents will support the final design efforts including submittal of both Draft and Final supplemental memorandums to the City for concurrence to design efforts. The memorandum will be developed based the project specific area as defined in Appendix A.

- Develop project specific traffic analysis memorandum based on road and intersection improvements to document existing and future traffic conditions. This memorandum will supplement previous recommendations for the following:
 - o Mill Plain Blvd & MacArthur Blvd Intersection
 - o MacArthur Blvd & Blandford Road intersection

Assumptions:

- PBS will submit draft reports, review comments, update reports as needed, and submit final memorandums.
- The entire traffic signal will need to be replaced.
- Electrical service will be supplied at the existing location.
- Lighting evaluation includes best practice for light placement but no photometrics.

Deliverables:

- Draft and Final Traffic memorandum documenting including signal modifications, signal design, , proposed road sections, pedestrian crossing enhancements, signal coordination, and lighting evaluation.

Illumination Design

The consultant will advance the illumination design at the conclusion of the preferred intersection control and configuration to 60-percent, 90-percent, and final construction contract documents as part of this task. The consultant will develop preliminary construction documents to the 60-percent design stage. These documents will consist of plans, a bid item list, and an opinion of probable construction cost.

- Participate in a design conference with the City Traffic Engineer at design kick-off.
- Review the existing street lighting as-built drawings within the vicinity of the project from the City and explore the opportunity to extend existing system if possible.
- Identification and confirmation of the desired lighting poles and fixtures.

- Recommend and confirm standard type lighting that will be provided based on road classification.
- Conduct photometric analysis based on selected lighting poles and fixtures to determine light pole locations to meet City's lighting standards for facility that do not use City standard streetlight spacing.
- Develop preliminary street lighting pole layout based on City guidance and typical layout locations
- Coordinate with the Clark Public Utilities and City to verify the street light pole layout and the power source.
- This assumes roadway lighting along the entire length of the project study corridor.
- Preparation of construction cost estimates

The consultant will develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost.

- Review and respond to City's 60% comments
- Prepare 90% street lighting plans
- Prepare special provisions
- Prepare construction cost estimates

The consultant will develop construction documents to the final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

- Review and respond to City's 90% comments
- Prepare final street lighting plans
- Prepare special provisions
- Prepare construction cost estimates

Deliverables:

- Deliverables will be included within the roadway design scope.

Fiber Optic Design (GTE)

The consultant will advance the fiber optic design at the conclusion of the preferred intersection control and configuration to 60-percent, 90-percent, and final construction contract documents as part of this task.

The consultant will develop preliminary construction documents to the 60-percent design stage. These documents will consist of plans, an outline of special provisions to the standard specifications, a bid item list, and an opinion of probable construction cost.

- Coordinate with the City Traffic Engineer to obtain an understanding of the communication system along this corridor.
- Review the existing fiber optic as-built drawings within the vicinity of the project from the City and explore the opportunity to extend existing system if possible.
- Develop preliminary layout (e.g., which side of the road) based on City guidance
- Prepare 60-percent fiber optic plans reflecting locations for splice vaults, handholes, and connection to existing fiber optic system (excludes wiring diagrams).
- Preparation of special provisions - table of content only
- Preparation of construction cost estimates

The consultant will develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

- Review and respond to City's 60-percent comments
- Prepare 90% fiber optic plans including details
- Prepare special provisions
- Prepare construction cost estimates

The consultant will develop PS&E construction documents to the final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

- Review and respond to City's 90-percent comments
- Prepare final fiber optic plans
- Prepare special provisions
- Prepare construction cost estimates

Deliverables:

- Deliverables will be included within the roadway design scope.

Landscape Design

Landscape Architect shall develop landscape plans for street improvements within Mill Plain Blvd & MacArthur Blvd Intersection as part of 60%, 90% and Final 100% submittals. The FFF and PBS's landscape architectural team will coordinate with engineer's geometric layout, retaining walls, and curb island layouts.

60% Preliminary

- Prepare tree removal plan following VMC standards. Show limits of construction and tree unit calculations.
- Prepare plans showing preliminary surfacing types/finishes (if non-standard) and site furnishings, as applicable.
- Prepare a preliminary list of recommended planting species in bullet format.
- Prepare preliminary plans showing limits of planting in conceptual format. Street tree locations will be conceptually shown.
- Prepare plans showing individual locations of grass areas, trees, and shrubs.
- Prepare a plant list with species, quantities, and sizes.
- Show areas where irrigation will be provided for planting and lawn areas.
- Itemized landscape cost estimate (including lump sum/SF irrigation estimate).

90% PS&E

- Address comments related to 60% submittal.
- Update tree plan with limits of disturbance revisions.
- Prepare plans showing surfacing types/finishes (if non-standard) and site furnishings, as applicable.
- Prepare plans showing revised individual locations of trees and planting.
- Update plant list with species, quantities and sizes.

- Prepare landscape details including retaining wall materials and finishes.
- Itemized landscape cost estimate.
- Prepare 90% project specifications including current WSDOT amendments, GSP's and special provisions necessary for all landscape items.

100% PS&E

- Address review comments from the 90% plans and develop final construction documents to the 100% and Final design stage. Landscape plans package to consist of plans, details, specifications, and a bid item list.

Deliverables:

- 60% Preliminary:
 - o Tree Protection Plans
 - o Material Finishes and Furnishing Plans
 - o Planting Plans
- 90% PS&E and 100% PS&E:
 - o Tree Protection Plans
 - o Material Finishes and Furnishing Plans
 - o Material Details
 - o Planting Plans
 - o Planting Schedule
 - o Planting Details
 - o Specifications

Irrigation Design (PBS)

PBS shall develop irrigation plans for street improvements within Mill Plain Blvd & MacArthur Blvd Intersection as part of 90% and Final 100% submittals. PBS will coordinate with engineer's geometric layout, landscape design, retaining walls, and island layouts. No irrigation will be submitted for the 60% submittal but support will be provided to calculate a lump sum cost. Areas shall be identified on the landscape plans where irrigation will be provided.

90% PS&E

- Prepare irrigation plans for planting areas approved at 60% including, connection points, pipe layouts, GPM zones and irrigation component material lists.
- Prepare irrigation details.
- Prepare 90% project specifications including current WSDOT amendments, GSP's and special provisions necessary for all irrigation items.
- Prepare and update cost estimate for irrigation system.

100% PS&E

- Address review comments from the 90% plans and develop final construction documents to the 100% and Final design stage. Irrigation plans package to consist of plans, details, specifications, and a bid item list.

Deliverables:

- Deliverables will be included within the roadway design scope.

Roadway Design

The Consultant will address review comments on the 30% plans and develop construction documents to the 60% preliminary design stage. These documents will consist of plans, a bid item list, an opinion of probable construction cost.

The 60% plans shall include:

1. Cover sheet (1 sheet)
 2. General notes and legend sheet (2 sheet)
 3. Typical sections (3 sheets)
 4. Survey Monumentation and Existing Conditions (2 sheets)
 5. Construction signing plan (1 sheet)
 6. Construction staging plans (6 sheets)
 7. Site-specific traffic control plans (5 sheets)
 8. Site prep/demolition plans (5 sheets)
 9. Erosion control and grading plans (5 sheets)
 10. Erosion control notes detail sheets (1 sheet)
 11. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (7 sheets)
 12. Intersection layouts plan (2 sheet)
 13. ADA Ramp Grading plans (10 sheets)
 14. Stormwater facility detail sheets (6 sheets)
 15. Utility plans and profiles (7 sheets)
 16. Signing and striping plans (7 sheets)
 17. Sign legend sheet (1 sheet)
 18. Traffic signal plans & details (6 sheets)
 19. Fiber interconnect plans (5 sheets)
 20. Illumination plans (5 sheets)
 21. Landscape Tree Protection Plans (7 sheets)
 22. Landscape Material Finishes and Furnishing Plans (7 sheets)
 23. Landscape Preliminary Material Details (2 sheets)
 24. Planting plans including preliminary plant schedule (7 sheets)
 25. Miscellaneous details sheet (3 sheets)
- Detailed geometric layout of intersection and grading for ADA purposes.
 - Updated cut and fill line determination.

- Stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, preliminary stormwater/hydrology report.
- Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the Civil plans.
- Submit 60% plan set and cost estimate for review.
- Prepare cost associations in conceptual ranges for each concept.

Deliverables:

- 60% plans and cost estimates (PDF of [11-inch by 17-inch] the plan set and cost estimate)
- Preliminary Stormwater Report

The Consultant will address review comments from the 60% plans and develop construction documents to the 90% design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, an anticipated construction schedule.

The 90% plan set shall include the following sheets:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (2 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (6 Sheets)
7. Site-specific traffic control plans (5 sheets)
8. Site prep/demolition plans (5 sheets)
9. Erosion control and grading plans (5 sheets)
10. Erosion control notes detail sheets (1 sheet)
11. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (7 sheets)
12. Intersection layouts (2 sheet)
13. ADA Ramp Grading plans (10 sheets)
14. Stormwater facility detail sheets (6 sheets)
15. Utility plans and profiles (7 sheets)
16. Signing and striping plans (7 sheets)
17. Sign legend sheet (1 sheet)
18. Striping details (1 sheet)
19. Traffic signal plans & details (6 sheets)
20. Fiber interconnect plans & details (7 sheets)

21. Illumination plans and details (7 sheets)
 22. Landscape Tree Protection Plans (7 sheets)
 23. Landscape Material Finishes and Furnishing Plans (7 sheets)
 24. Landscape Material Details (2 sheets)
 25. Planting Plans (7 sheets)
 26. Planting Schedule (1 sheet)
 27. Planting Details (2 sheets)
 28. Irrigation plans (7 sheets)
 29. Irrigation detail sheets (2 sheets)
 30. Miscellaneous details sheet (3 sheets)
 31. Standard detail sheets (7 sheets)
- Compile stormwater analysis from 60%, update the analysis to match the 90% level design and prepare the updated stormwater/hydrology report.
 - Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
 - Prepare 90% level project specifications including current WSDOT amendments, GSP's, and special provisions necessary for this project.
 - Submit 90% plan set, specifications, draft construction schedule, and cost estimate for review.

Deliverables:

- 90% PS&E (PDF of the plan set [11- by 17-inches], specifications, draft construction schedule, and cost estimate)
- Final Stormwater Report

The Consultant will address review comments from the 90% plans and develop construction documents for the Final design (PS&E) submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Address the 90% comments. Final design phase plan set shall include:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (2 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (6 Sheets)
7. Site-specific traffic control plans (5 sheets)
8. Site prep/demolition plans (5 sheets)

9. Erosion control and grading plans (5 sheets)
 10. Erosion control notes detail sheets (1 sheet)
 11. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (7 sheets)
 12. Intersection layouts (2 sheet)
 13. ADA Ramp Grading plans (10 sheets)
 14. Stormwater facility detail sheets (6 sheets)
 15. Utility plans and profiles (7 sheets)
 16. Signing and striping plans (7 sheets)
 17. Sign legend sheet (1 sheet)
 18. Striping details (1 sheet)
 19. Traffic signal plans & details (6 sheets)
 20. Fiber interconnect plans & details (7 sheets)
 21. Illumination plans and details (7 sheets)
 22. Landscape Tree Protection Plans (7 sheets)
 23. Landscape Material Finishes and Furnishing Plans (7 sheets)
 24. Landscape Material Details (2 sheets)
 25. Planting Plans (7 sheets)
 26. Planting Schedule (1 sheet)
 27. Planting Details (2 sheets)
 28. Irrigation plans (7 sheets)
 29. Irrigation detail sheets (2 sheets)
 30. Miscellaneous details sheet (3 sheets)
 31. Standard detail sheets (7 sheets)
- Address preliminary stormwater report comments and submit final stormwater report for approval.
 - Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
 - Compute quantities and prepare an engineer's estimate of construction costs.
 - Submit 100% plans, special provisions, and estimate for review.
 - Address City review comments regarding the PS&E.

Deliverables:

- Final plans, special provisions, construction schedule, and estimate
- Final stormwater report
- Bid documents

NPDES Construction Stormwater General Permit

The Consultant shall coordinate with the Department of Ecology, prepare and submit a Construction Stormwater General Permit application and transfer of permit to the selected Contractor. Consultant staff will prepare the permit application and Notice of Intent (NOI). The NOI will be submitted to the local newspaper. Consultant will prepare the Transfer of Coverage and Notice of Termination forms for City and Contractor signature and submittal, which will constitute transfer of coverage to the Contractor.

In addition, Consultant will prepare the SWPPP to be kept at the site during construction.

Deliverables:

- Permit Application
- Notice of Intent (NOI)
- SWPPP
- Transfer of Coverage Form
- Notice of Termination Form

Consultant Grant Funding Support

The Consultant shall coordinate with the City of Vancouver to provide grant funding support two (2) grant applications related to this project including two (2) exhibits, one (1) project narrative, and one (1) cost estimate for each grant application.

Traffic data required to support evaluations of cost benefits are assumed to have been developed within other tasks. This task does not include the consultant researching or identifying funding opportunities.

Deliverables:

- Project Graphics - 4
- Narratives describing proposed improvements - 2
- Cost estimates based on proposed design - 2

Utility Coordination

Contact utilities within the project limits and obtain existing system mapping. Review mapping for consistency with project base map.

Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

Identify and discuss with each utility special requirements associated with their facility relocation or modification.

Utility Meetings (Revised)

Up to three group utility meetings will be organized and facilitated to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. Meeting agendas and summaries will be prepared and transmitted to utility representatives, City, and Consultant team members.

Conflict Identification, Analysis and Recommended Resolution (Revised)

PBS will identify and analyze utility conflicts and compile and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

The Consultant will produce utility conflict plan sheets based on preliminary (60%) design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. This subtask assumes six (6) different utility operators.

Finalize conflict analysis and conflict spreadsheets based on 90% design plans

Revise conflict analysis and conflict spreadsheets based on 100% design plans

Conflict Notification and Utility Relocations (Revised)

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

Prepare and deliver to each involved utility owner a conflict notice with attached conflict list and map. Assume up to six (6) different utility operators. Notice shall require a utility response in the form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.

Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to six (6) total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions:

- City will provide utility plans, GIS, and other supporting documents for City utilities within the project corridor.
- PBS will coordinate with up to four franchise utility providers as part of this task (power, phone, cable, gas).
- City Sewer and Water Engineering services will provide input on relocation or replacement of City owned utilities.
- Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
- Utilities will provide as-built system maps of their facilities within the project corridor.
- Additional ROW and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables:

- Meeting agendas and summaries for each utility meeting (3 total)
- Final contact & communication log.
- Utility conflict memo at 60% plans
- Conflict notice letters and attachments for each utility
- 90% and 100% utility conflict analysis based on design plans
- Review and comments on utility relocation plans

Subtask 7.2: MacArthur Blvd & Lieser Road Intersection

Project Survey

The Consultant will utilize the preliminary survey data collected within Task 4.5.4 as basis to define design level survey in support of the final design development process for the MacArthur Blvd & Lieser Road intersection. This will include collection of more detailed survey within the project limits including but not limited to existing curb returns expanded areas of design that may be required to support the specific projects shown within Appendix A, and finalize any right of way needed to support future temporary easement or acquisition based on design impacts. The following activities will be completed in support of final design efforts.

- Collect additional survey in support of project footprint changes to cover project areas as shown in Appendix A.
- Survey to collect and update existing survey and ROW basemaps.
- Survey to update the existing ground surfaces based on newly collected data and revised project limits.
- Prepare exhibit maps and legal descriptions for proposed right of way acquisition and areas required as temporary construction easement for affected properties. These will be prepared as exhibit attachments to the legal form, right of way granting document, provided by the City's legal counsel.

Assumptions:

1. This scope developed understanding that eleven (11) adjacent properties will be impacted by project with eleven (11) anticipated TCEs and one (1) right-of-way acquisition.
2. This task level of effort is based on project description and no more than eleven (11) adjacent properties.
3. Washington Department of Natural Resources "Permit to Destroy" reports will not be prepared at this point in the project.
4. Title reports will be provided by the City of Vancouver.
5. No pre-construction survey or recording will be coordinated with County or developed with his project.
6. Post construction, the contractor's surveyor shall monument the centerline and right of way as indicated on the engineering plans, then file record of survey with County.

Deliverables:

- Draft and Final Right of Way plan in support of future ROW approval and acquisition processes
- Draft and Final Legal Descriptions and Sketches for up to eleven (11) properties totaling twelve (12) documents
- Update Survey and ROW basemaps
- Updated existing ground surface

Traffic Memorandum

The Consultant will prepare a project specific traffic memo to augment original Heights Development traffic report submitted in Task 4 for each of the final design projects identified by the City listed below. The documents will support the final design efforts including submittal of both Draft and Final supplemental

memorandums to the City for concurrence to design efforts. The memorandum will be developed based the project specific area as defined in Appendix A.

- Develop project specific traffic analysis memorandum based on road and intersection improvements to document existing and future traffic conditions. This memorandum will supplement previous recommendations for the following:
 - o MacArthur Blvd & Lieser Road Intersection

Assumptions:

- PBS will submit draft reports, review comments, update reports as needed, and submit final memorandums.
- Lighting evaluation includes best practice for light placement but no photometrics.

Deliverables:

- Draft and Final Traffic memorandum documenting including access management alternatives recommendation, , roundabout design, proposed road sections, pedestrian crossing enhancements, , and lighting evaluation.

Illumination Design

The consultant will advance the illumination design at the conclusion of the preferred intersection control and configuration to 60-percent, 90-percent, and final construction contract documents as part of this task. The consultant will develop preliminary construction documents to the 60-percent design stage. These documents will consist of plans, a bid item list, and an opinion of probable construction cost.

- Participate in a design conference with the City Traffic Engineer at design kick-off.
- Review the existing street lighting as-built drawings within the vicinity of the project from the City and explore the opportunity to extend existing system if possible.
- Identification and confirmation of the desired lighting poles and fixtures.
- Recommend and confirm standard type lighting that will be provided based on road classification.
- Conduct photometric analysis based on selected lighting poles and fixtures to determine light pole locations to meet City's lighting standards for facility that do not use City standard streetlight spacing.
- Develop preliminary street lighting pole layout based on City guidance and typical layout locations
- Coordinate with the Clark Public Utilities and City to verify the street light pole layout and the power source.
- This assumes roadway lighting along the entire length of the project study corridor.
- Preparation of construction cost estimates

The consultant will develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost.

- Review and respond to City's 60-percent comments
- Prepare 90% street lighting plans
- Prepare special provisions
- Prepare construction cost estimates

The consultant will develop construction documents to the final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

- Review and respond to City's 90-percent comments
- Prepare final street lighting plans
- Prepare special provisions
- Prepare construction cost estimates

Deliverables:

- Deliverables will be included within the roadway design scope.

Fiber Optic Design (GTE)

The consultant will advance the fiber optic design at the conclusion of the preferred intersection control and configuration to 60-percent, 90-percent, and final construction contract documents as part of this task.

The consultant will develop preliminary construction documents to the 60-percent design stage. These documents will consist of plans, an outline of special provisions to the standard specifications, a bid item list, and an opinion of probable construction cost.

- Coordinate with the City Traffic Engineer to obtain an understanding of the communication system along this corridor.
- Review the existing fiber optic as-built drawings within the vicinity of the project from the City and explore the opportunity to extend existing system if possible.
- Develop preliminary layout (e.g., which side of the road) based on City guidance
- Prepare 60-percent fiber optic plans reflecting locations for splice vaults, handholes, and connection to existing fiber optic system (excludes wiring diagrams).
- Preparation of special provisions - table of content only
- Preparation of construction cost estimates

The consultant will develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

- Review and respond to City's 60% comments
- Prepare 90% fiber optic plans including details
- Prepare special provisions
- Prepare construction cost estimates

The consultant will develop PS&E construction documents to the final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

- Review and respond to City's 90% comments
- Prepare final fiber optic plans
- Prepare special provisions
- Prepare construction cost estimates

Deliverables:

- Deliverables will be included within the roadway design scope.

Landscape Design

Landscape Architect shall develop landscape plans for street improvements within MacArthur Blvd & Lieser Road Intersection as part of 60%, 90% and Final 100% submittals. PBS's Landscape Architects will coordinate with engineer's geometric layout, retaining walls, and curb island layouts.

60% Preliminary

- Prepare tree removal plan following VMC standards. Show limits of construction and tree unit calculations.
- Prepare plans showing preliminary surfacing types/finishes (if non-standard) and site furnishings, as applicable.
- Prepare a preliminary list of recommended planting species in bullet format.
- Prepare preliminary plans showing limits of planting in conceptual format. Street tree locations will be conceptually shown.
- Prepare plans showing individual locations of grass areas, trees, and shrubs.
- Prepare a plant list with species, quantities, and sizes.
- Show areas where irrigation will be provided for planting and lawn areas.
- Itemized landscape cost estimate (including lump sum/SF irrigation estimate).

90% PS&E

- Address comments related to 60% submittal.
- Update tree plan with limits of disturbance revisions.
- Prepare plans showing surfacing types/finishes (if non-standard) and site furnishings, as applicable.
- Prepare plans showing revised individual locations of trees and planting.
- Update plant list with species, quantities and sizes.
- Prepare landscape details including retaining wall materials and finishes.
- Itemized landscape cost estimate.
- Prepare 90% project specifications including current WSDOT amendments, GSP's and special provisions necessary for all landscape items.

100% PS&E

- Address review comments from the 90% plans and develop final construction documents to the 100% and Final design stage. Landscape plans package to consist of plans, details, specifications, and a bid item list.

Deliverables:

- Deliverables will be included within the roadway design scope.

Irrigation Design (PBS)

PBS shall develop irrigation plans for street improvements within Mill Plain Blvd & Lieser Road Intersection as part of 90% and Final 100% submittals. PBS will coordinate with engineer's geometric layout, landscape design, retaining walls, and island layouts. No irrigation will be submitted for the 60% submittal but support

will be provided to calculate a lump sum cost.

90% PS&E

- Prepare irrigation plans for planting areas approved at 60% including connection points, pipe layouts, GPM zones and material lists.
- Prepare irrigation details.
- Prepare 90% project specifications including current WSDOT amendments, GSP's and special provisions necessary for all irrigation items.

100% PS&E

- Address review comments from the 90% plans and develop final construction documents to the 100% and Final design stage. Irrigation plans package to consist of plans, details, specifications, and a bid item list.

Deliverables:

- Deliverables will be included within the roadway design scope.

Roadway Design

The Consultant will address review comments on the 30% plans and develop construction documents to the 60% preliminary design stage. These documents will consist of plans, a bid item list, an opinion of probable construction cost. Two conceptual roundabout landscape alternatives will be prepared following information gathered in the concept coordination.

The 60% plans shall include:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (1 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (4 sheets)
7. Site-specific traffic control plans (3 sheets)
8. Site prep/demolition plans (3 sheets)
9. Erosion control and grading plans (3 sheets)
10. Erosion control notes detail sheets (1 sheet)
11. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (3 sheets)
12. Intersection layout plan (1 sheet)
13. Splitter Island and ADA Ramp Grading plans (8 sheets)
14. Stormwater facility detail sheets (2 sheets)
15. Utility plans and profiles (3 sheets)

16. Signing and striping plans (3 sheets)
17. Signing legend sheet (1 sheet)
18. Fiber interconnect plans (3 sheets)
19. Illumination plans (3 sheets)
20. Landscape Tree Protection Plans (3 sheets)
21. Landscape Material Finishes and Furnishing Plans (3 sheets)
22. Landscape Preliminary Material Details (2 sheets)
23. Planting plans including preliminary plant schedule (3 sheets)
24. Miscellaneous details sheet (3 sheets)

- Detailed geometric layout of intersection and grading for ADA purposes.
- Updated cut and fill line determination.
- Stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, preliminary stormwater/hydrology report.
- Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the Civil plans.
- Submit 60% plan set and cost estimate for review
- Prepare graphic exhibits of two alternative concepts (combination of 2D plan view and 3D renderings/illustrations).
- Prepare graphic exhibits of plant palettes/rockscape/landscape features for each alternative concept.
- Prepare cost associations in conceptual ranges for each concept.

Deliverables:

- 60% plans and cost estimates (PDF of [11-inch by 17-inch] the plan set and cost estimate)
- Preliminary Stormwater Report
- One graphic exhibit for each of the two roundabout landscape alternative concepts (2D plan view and 3D rendering/illustration). Graphic concepts will show plant species/rockscape/landscape features for each alternative concept.

The Consultant will address review comments from the 60% plans and develop construction documents to the 90% design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, an anticipated construction schedule, and integration of selected roundabout landscaping concept into the design drawings.

The 90% plan set shall include the following sheets:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (1 sheets)

5. Construction signing plan (1 sheet)
 6. Construction staging plans (4 Sheets)
 7. Site-specific traffic control plans (3 sheets)
 8. Site prep/demolition plans (3 sheets)
 9. Erosion control and grading plans (3 sheets)
 10. Erosion control notes detail sheets (1 sheet)
 11. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (3 sheets)
 12. Intersection layout plan (1 sheet)
 13. Splitter Island and ADA Ramp Grading plans (8 sheets)
 14. Stormwater facility detail sheets (2 sheets)
 15. Utility plans and profiles (3 sheets)
 16. Signing and striping plans (3 sheets)
 17. Sign legend sheet (1 sheet)
 18. Striping details (1 sheet)
 19. Fiber interconnection plans & details (5 sheets)
 20. Illumination plans and details (5 sheets)
 21. Landscape Tree Protection Plans (3 sheets)
 22. Landscape Material Finishes and Furnishing Plans (3 sheets)
 23. Landscape Material Details (2 sheets)
 24. Planting Plans (3 sheets)
 25. Planting Schedule (1 sheet)
 26. Planting Details (2 sheets)
 27. Irrigation plans (4 sheets)
 28. Irrigation detail sheets (2 sheets)
 29. Miscellaneous details sheet (3 sheets)
 30. Standard detail sheets (7 sheets)
- Compile stormwater analysis from 60%, update the analysis to match the 90% level design and prepare the updated stormwater/hydrology report.
 - Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
 - Prepare 90% level project specifications including current WSDOT amendments, GSP's, and special provisions necessary for this project.
 - Submit 90% plan set, specifications, draft construction schedule, and cost estimate for review.

Deliverables:

- 90% PS&E (PDF of the plan set [11- by 17-inches], specifications, draft construction schedule, and cost estimate)
- Final Stormwater Report
- Finalized roundabout landscape alternative graphic exhibit of preferred concept (2D plan view/3D rendering)

The Consultant will address review comments from the 90% plans and develop construction documents for the Final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Address the 90% comments. Final design phase plan set shall include:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (1 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (4 Sheets)
7. Site-specific traffic control plans (3 sheets)
8. Site prep/demolition plans (3 sheets)
9. Erosion control and grading plans (3 sheets)
10. Erosion control notes detail sheets (1 sheet)
11. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (3 sheets)
12. Intersection layout plan (1 sheet)
13. Splitter Island and ADA Ramp Grading plans (8 sheets)
14. Stormwater facility detail sheets (2 sheets)
15. Utility plans and profiles (3 sheets)
16. Signing and striping plans (3 sheets)
17. Sign legend sheet (1 sheet)
18. Striping details (1 sheet)
19. Fiber interconnection plans & details (5 sheets)
20. Illumination plans and details (5 sheets)
21. Landscape Tree Protection Plans (3 sheets)
22. Landscape Material Finishes and Furnishing Plans (3 sheets)
23. Landscape Material Details (2 sheets)

24. Planting Plans (3 sheets)
25. Planting Schedule (1 sheet)
26. Planting Details (2 sheets)
27. Irrigation plans (4 sheets)
28. Irrigation detail sheets (2 sheets)
29. Miscellaneous details sheet (3 sheets)
30. Standard detail sheets (7 sheets)

- Address preliminary stormwater report comments and submit final stormwater report for approval.
- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% plans, special provisions, and estimate for review.
- Address City review comments regarding the PS&E.

Deliverables:

- Final plans, special provisions, construction schedule, and estimate
- Final stormwater report
- Bid documents

NPDES Construction Stormwater General Permit

The Consultant shall coordinate with the Department of Ecology, prepare and submit a Construction Stormwater General Permit application and transfer of permit to the selected Contractor. Consultant staff will prepare the permit application and Notice of Intent (NOI). The NOI will be submitted to the local newspaper. Consultant will prepare the Transfer of Coverage and Notice of Termination forms for City and Contractor signature and submittal, which will constitute transfer of coverage to the Contractor.

In addition, Consultant will prepare the SWPPP to be kept at the site during construction.

Deliverables:

- Permit Application
- Notice of Intent (NOI)
- SWPPP
- Transfer of Coverage Form
- Notice of Termination Form

Consultant Grant Funding Support

The Consultant shall coordinate with the City of Vancouver to provide grant funding support for two (2) grant applications related to this project including two (2) exhibits, one (1) project narrative, and one (1) cost estimate for each grant application.

Traffic data required to support evaluations of cost benefits are assumed to have been developed within other tasks. This task does not include the consultant researching or identifying funding opportunities.

Deliverables:

- Project Graphics - x4
- Narratives describing proposed improvements - x2
- Cost estimates based on proposed design – x2

Utility Coordination

Contact utilities within the project limits and obtain existing system mapping. Review mapping for consistency with project base map.

Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

Identify and discuss with each utility special requirements associated with their facility relocation or modification.

Utility Meetings (Revised)

Up to three group utility meetings will be organized and facilitated to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. Meeting agendas and summaries will be prepared and transmitted to utility representatives, City, and Consultant team members.

Conflict Identification, Analysis and Recommended Resolution (Revised)

PBS will identify and analyze utility conflicts and compile and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

The Consultant will produce utility conflict plan sheets based on 60% design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. This subtask assumes four (4) different utility operators.

Finalize conflict analysis and conflict spreadsheets based on 90% design plans

Revise conflict analysis and conflict spreadsheets based on 100% design plans

Conflict Notification and Utility Relocations (Revised)

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

Prepare and deliver to each involved utility owner a conflict notice with attached conflict list and map. Assume up to four (4) different utility operators. Notice shall require a utility response in the form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.

Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to six (6) total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions:

- City will provide utility plans, GIS, and other supporting documents for City utilities within the project corridor.
- PBS will coordinate with up to four franchise utility providers as part of this task (power, phone, cable, gas).
- City Sewer and Water Engineering services will provide input on relocation or replacement of City owned utilities.
- Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
- Utilities will provide as-built system maps of their facilities within the project corridor.
- Additional ROW and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables:

- Meeting agendas and summaries for each utility meeting (3 total)
- Final contact & communication log.
- Utility conflict memo at 60% plans
- Conflict notice letters and attachments for each utility
- 90% and 100% utility conflict analysis based on design plans
- Review and comments on utility relocation plans

Subtask 7.3: TMRA Loop Road North

Project Survey

The Consultant will utilize the preliminary survey data collected within Task 4.5.4 as basis to define design level survey in support of the final design development process for the TMRA Loop Road North. This will include collection of more detailed survey within the project limits including but not limited to existing curb returns expanded areas of design that may be required to support the specific projects shown within Appendix A, and finalize any right of way needed to support future temporary easement or acquisition based on design impacts. The following activities will be completed in support of final design efforts.

- Collect additional survey in support of project footprint print changes to cover project areas as shown in Appendix A.
- Survey to collect and update existing survey and ROW basemaps.
- Survey to update the existing ground surfaces based on newly data collected and revised project limits.
- Prepare exhibit maps and legal descriptions for proposed right of way acquisition and areas required as temporary construction easement for affected properties. These will be prepared as exhibit attachments to the legal form, right of way granting document, provided by the City's legal counsel.

Assumptions:

1. This scope developed understanding that four (4) adjacent properties will be impacted by the project with three (3) anticipated TCEs and seven (7) right-of-way acquisitions.
2. This task level of effort is based on project description and no more than four (4) adjacent properties.

3. Washington Department of Natural Resources "Permit to Destroy" reports will not be prepared at this point in the project.
4. Title reports will be provided by the City of Vancouver.
5. No pre-construction survey or recording will be coordinated with County or developed with this project.
6. Post construction, the contractor's surveyor shall monument the centerline and right of way as indicated on the engineering plans, then file record of survey with County.

Deliverables:

- Draft and Final Right of Way plan in support of future ROW approval and acquisition processes
- Draft and Final Legal Descriptions and Sketches for up to four (4) properties totaling ten (10) documents
- Update Survey and ROW basemaps
- Updated existing ground surface

Traffic Memorandum

The Consultant will prepare a project specific traffic memo to augment original Heights Development traffic report submitted in task 4 for each of the final design projects identified by the City listed below. The documents will support the final design efforts including submittal of both Draft and Final supplemental memorandums to the City for concurrence to design efforts. The memorandum will be developed based the project specific area as defined in Appendix A.

- Develop project specific traffic analysis memorandum based on road and intersection improvements to document existing and future traffic conditions. This memorandum will supplement previous recommendations for the following:
 - o TMRA Loop Road North

Assumptions:

- PBS will submit draft reports, review comments, update reports as needed, and submit final memorandums.
- Lighting evaluation includes best practice for light placement but no photometrics

Deliverables:

- Draft and Final Traffic memorandum documenting including sight distance evaluation, queueing evaluation, lighting evaluation,

Illumination Design

The consultant will advance the illumination design at the conclusion of the preferred intersection control and configuration to 60-percent, 90-percent, and final construction contract documents as part of this task. The consultant will develop preliminary construction documents to the 60-percent design stage. These documents will consist of plans, a bid item list, and an opinion of probable construction cost.

- Participate in a design conference with the City Traffic Engineer at design kick-off.
- Review the existing street lighting as-built drawings within the vicinity of the project from the City and explore the opportunity to extend existing system if possible.
- Identification and confirmation of the desired lighting poles and fixtures.

- Recommend and confirm standard type lighting that will be provided based on road classification.
- Conduct photometric analysis based on selected lighting poles and fixtures to determine light pole locations to meet City's lighting standards for facility that do not use City standard streetlight spacing.
- Develop preliminary street lighting pole layout based on City guidance and typical layout locations
- Coordinate with the Clark Public Utilities and City to verify the street light pole layout and the power source.
- This assumes roadway lighting along the entire length of the project study corridor.
- Preparation of construction cost estimates

The consultant will develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost.

- Review and respond to City's 60% comments
- Prepare 90% street lighting plans
- Prepare special provisions
- Prepare construction cost estimates

The consultant will develop construction documents to the final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

- Review and respond to City's 90% comments
- Prepare final street lighting plans
- Prepare special provisions
- Prepare construction cost estimates

Assumptions:

- The photometric analysis will utilize the AGI32 software.
- The streetlights for the TMRA loop roads will use the City standards for TMRA and the Lieser Road/MacArthur Boulevard intersection will be based on City arterial standards.
- The preferred traffic control at the Lieser Road/MacArthur Boulevard intersection is a roundabout.
- The streetlights for the Mill Plain Boulevard/MacArthur Boulevard intersection will be the safety lights on the traffic signal poles.

Deliverables:

- Deliverables will be included within the roadway design scope.

Fiber Optic Design (GTE)

The consultant will advance the fiber optic design at the conclusion of the preferred intersection control and configuration to 60-percent, 90-percent, and final construction contract documents as part of this task.

The consultant will develop preliminary construction documents to the 60-percent design stage. These documents will consist of plans, an outline of special provisions to the standard specifications, a bid item list, and an opinion of probable construction cost.

- Coordinate with the City Traffic Engineer to obtain an understanding of the communication system

along this corridor.

- Review the existing fiber optic as-built drawings within the vicinity of the project from the City and explore the opportunity to extend existing system if possible.
- Develop preliminary layout (e.g., which side of the road) based on City guidance
- Prepare 60-percent fiber optic plans reflecting locations for splice vaults, handholes, and connection to existing fiber optic system (excludes wiring diagrams).
- Preparation of special provisions - table of content only
- Preparation of construction cost estimates

The consultant will develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

- Review and respond to City's 60% comments
- Prepare 90% fiber optic plans including details
- Prepare special provisions
- Prepare construction cost estimates

The consultant will develop PS&E construction documents to the final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

- Review and respond to City's 90% comments
- Prepare final fiber optic plans
- Prepare special provisions
- Prepare construction cost estimates

Deliverables:

- Deliverables will be included within the roadway design scope.

Streetscape Design

First Forty Feet team shall develop landscape plans street improvements within TMRA Loop Road North as part of 60%, 90% and Final 100% submittals. The Consultant architects will coordinate with engineer's geometric layout, retaining walls, and curb island layouts.

60% Preliminary

- Prepare tree removal plan following VMC standards. Show limits of construction and tree unit calculations.
- Prepare plans showing preliminary surfacing types/finishes (if non-standard) and site furnishings, as applicable.
- Prepare plans showing preliminary Grand Loop special elements including but not limited to special streetscape paving areas, play elements/surfacing, seat walls, landscaped features, signage, environmental graphics, and attachment points for wayfinding and/or integrated public art.
- Prepare a preliminary list of recommended planting species in bullet format.
- Prepare preliminary plans showing limits of planting in conceptual format. Street tree locations will

be conceptually shown.

- Prepare plans showing individual locations of grass area, trees, and shrubs.
- Prepare a plant list with species, quantities, and sizes.
- Show area where irrigation will be provided for planting and lawn areas.
- Itemized landscape cost estimate (including lump sum/SF irrigation estimate).
- Work with Culture, Arts and Heritage Commission for public arts integration.

90% PS&E

- Address comments related to 60% submittal.
- Update tree plan with limits of disturbance revisions.
- Prepare plans showing surfacing types/finishes (if non-standard) and site furnishings, as applicable.
- Prepare plans showing Grand Loop special elements including but not limited to special streetscape paving areas, play elements/surfacing, seat walls, landscaped features, signage, environmental graphics, and attachment points for wayfinding and/or integrated public art.
- Prepare plans showing revised individual locations of trees and planting.
- Update plant list with species, quantities, and sizes.
- Prepare landscape details including retaining wall material and finishes.
- Itemized landscape cost estimate.
- Prepare 90% project specifications including current WSDOT amendments, GSP's and special provisions necessary for all landscape items; Grand Loop special elements will be documented in CSI format and will be bid as lump sum line item in WSDOT format bid.

100% PS&E

- Address review comments from the 90% plans and develop final construction documents to the 100% and Final design stage. Landscape plans package to consist of plans, details, specifications, and a bid item list. Grand Loop special elements will be documented in CSI format and will be bid as lump sum line item in WSDOT format bid.

Deliverables:

- Deliverables will be included within the roadway design scope.

Irrigation Design (PBS)

PBS shall develop irrigation plans for street improvements within TMRA Loop Road North as part of 90% and Final 100% submittals. PBS will coordinate with engineer's geometric layout, landscape design, retaining walls, and island layouts. No irrigation will be submitted for the 60% submittal but support will be provided to calculate a lump sum cost.

90% PS&E

- Prepare irrigation plans for planting areas approved at 60% including, connection points, pipe layouts, GPM zones and material lists.
- Prepare irrigation details.

- Prepare 90% project specifications including current WSDOT amendments, GSP's and special provisions necessary for all irrigation items.

100% PS&E

- Address review comments from the 90% plans and develop final construction documents to the 100% and Final design stage. Irrigation plans package to consist of plans, details, specifications, and a bid item list.

Deliverables:

- Deliverables will be included within the roadway design scope.

Roadway Design

The Consultant will address review comments on the 30% plans and develop construction documents to the 60% preliminary design stage. These documents will consist of plans, a bid item list, an opinion of probable construction cost.

The 60% plans shall include:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (1 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (4 sheets)
7. Site-specific traffic control plans (3 sheets)
8. Site prep/demolition plans (7 sheets)
9. Erosion control and grading plans (7 sheets)
10. Erosion control notes detail sheet (1 sheet)
11. Material Legend (1 sheet)
12. Material Plan (7 sheets)
13. Material Details (10 Sheets)
14. Layout Plan (7 sheets)
15. Layout Enlargement Plan (14 Sheets)
16. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (7 sheets)
17. Intersection layout plan (5 sheet)
18. ADA Ramp Grading plans (10 sheets)
19. Stormwater facility detail sheets (5 sheets)
20. Utility Plan and Profile sheet (7 sheets)

21. Signing and striping plans (7 sheets)
 22. Sign legend sheet (1 sheet)
 23. Fiber interconnect plans (4 sheets)
 24. Illumination plans (4 sheets)
 25. Landscape Tree Protection Plans (7 sheets)
 26. Landscape Material Finishes and Furnishing Plans (7 sheets)
 27. Landscape Preliminary Material Details (2 sheets)
 28. Planting plans including preliminary plant schedule (7 sheets)
 29. Miscellaneous details sheet (8 sheets)
- Detailed geometric layout of intersection and grading for ADA purposes.
 - Updated cut and fill line determination.
 - Stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, preliminary stormwater/hydrology report.
 - Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the Civil plans.
 - Submit 60% plan set and cost estimate for review
 - Prepare cost associations in conceptual ranges for each concept.

Deliverables:

- 60% plans and cost estimates (PDF of [11-inch by 17-inch] the plan set and cost estimate)
- Preliminary Stormwater Report

The Consultant will address review comments from the 60% plans and develop construction documents to the 90% design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, an anticipated construction schedule.

The 90% plan set shall include the following sheets:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (1 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (4 Sheets)
7. Site-specific traffic control plans (3 sheets)
8. Site prep/demolition plans (7 sheets)
9. Erosion control and grading plans (7 sheets)
10. Erosion control notes detail sheet (1 sheet)

11. Material Legend (1 sheet)
 12. Material Plan (7 sheets)
 13. Material Details (10 sheets)
 14. Layout Plan (7 sheets)
 15. Layout Enlargement Plan (14 sheets)
 16. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (7 sheets)
 17. Intersection layouts (5 sheet)
 18. ADA Ramp Grading plans (10 sheets)
 19. Stormwater facility detail sheet (5 sheets)
 20. Utility Plan and Profile sheet (7 sheets)
 21. Signing and striping plans (7 sheets)
 22. Sign legend sheet (1 sheet)
 23. Striping details (1 sheet)
 24. Fiber interconnect plans & details (6 sheets)
 25. Illumination plans and details (6 sheets)
 26. Landscape Tree Protection Plans (7 sheets)
 27. Landscape Material Finishes and Furnishing Plans (14 sheets)
 28. Landscape Material Details (5 sheets)
 29. Planting Plans (7 sheets)
 30. Planting Schedule (1 sheet)
 31. Planting Details (2 sheets)
 32. Irrigation plans (7 sheets)
 33. Irrigation detail sheets (2 sheets)
 34. Miscellaneous details sheet (8 sheets)
 35. Standard detail sheets (7 sheets)
- Compile stormwater analysis from 60%, update the analysis to match the 90% level design and prepare the updated stormwater/hydrology report.
 - Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
 - Prepare 90% level project specifications including current WSDOT amendments, GSP's, and special provisions necessary for this project.
 - Submit 90% plan set, specifications, draft construction schedule, and cost estimate for review.

Deliverables:

- 90% PS&E (PDF of the plan set [11- by 17-inches], specifications, draft construction schedule, and cost estimate)
- Final Stormwater Report

The Consultant will address review comments from the 90% plans and develop construction documents for the Final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Address the 90% comments. Final design phase plan set shall include:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (1 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (4 Sheets)
7. Site-specific traffic control plans (3 sheets)
8. Site prep/demolition plans (7sheets)
9. Erosion control and grading plans (7 sheets)
10. Erosion control notes detail sheet (1 sheet)
11. Material Legend (1 sheet)
12. Material Plan (7 sheets)
13. Material Details (10 sheets)
14. Layout Plan (7 sheets)
15. Layout Enlargement Plan (14 sheets)
16. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (7 sheets)
17. Intersection layouts (5 sheet)
18. ADA Ramp Grading plans (10 sheets)
19. Stormwater facility detail sheet (5 sheets)
20. Utility Plan and Profile sheet (7 sheets)
21. Signing and striping plans (7 sheets)
22. Sign legend sheet (1 sheet)
23. Striping details (1 sheet)
24. Fiber interconnect plans & details (6 sheets)
25. Illumination plans and details (6 sheets)

26. Landscape Tree Protection Plans (7 sheets)
27. Landscape Material Finishes and Furnshing Plans (14 sheets)
28. Landscape Material Details (5 sheets)
29. Planting Plans (7 sheets)
30. Planting Shedule (1 sheet)
31. Planting Details (2 sheets)
32. Irrigation plans (7 sheets)
33. Irrigation detail sheets (2 sheets)
34. Miscellaneous details sheet (8 sheets)
35. Standard detail sheets (7 sheets)

- Address preliminary stormwater report comments and submit final stormwater report for approval.
- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% plans, special provisions, and estimate for review.
- Address City review comments regarding the PS&E.

Deliverables:

- Final plans, special provisions, construction schedule, and estimate
- Final stormwater report
- Bid documents

NPDES Construction Stormwater General Permit (Revised)

The Consultant shall coordinate with the Department of Ecology, prepare and submit a Construction Stormwater General Permit application and transfer of permit to the selected Contractor. Consultant staff will prepare the permit application and Notice of Intent (NOI). The NOI will be submitted to the local newspaper. Consultant will prepare the Transfer of Coverage and Notice of Termination forms for City and Contractor signature and submittal, which will constitute transfer of coverage to the Contractor.

In addition, Consultant will prepare the SWPPP to be kept at the site during construction.

Deliverables:

- Permit Application
- Notice of Intent (NOI)
- SWPPP
- Transfer of Coverage Form
- Notice of Termination Form

Consultant Grant Funding Support

The Consultant shall coordinate with the City of Vancouver to provide grant funding support two (2) grant applications related to this project including two (2) exhibits, one (1) project narrative, and one (1) cost estimate for each grant application.

Traffic data required to support evaluations of cost benefits are assumed to have been developed within other tasks. This task does not include the consultant researching or identifying funding opportunities.

Deliverables:

- Project Graphics - x4
- Narratives describing proposed improvements - x2
- Cost estimates based on proposed design – x2

Utility Coordination & Design

Contact utilities within the project limits and obtain existing system mapping. Review mapping for consistency with project base map.

Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

Identify and discuss with each utility special requirements associated with their facility relocation or modification.

Utility Meetings (Revised)

Up to three group utility meetings will be organized and facilitated to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and requirements for service to future development within the TMRA . Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. Meeting agendas and summaries will be prepared and transmitted to utility representatives, City, and Consultant team members.

Conflict Identification, Analysis and Recommended Resolution (Revised)

PBS will identify and analyze utility conflicts and compile and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

The Consultant will produce utility conflict plan sheets based on preliminary (60%) design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. This subtask assumes four (4) different franchise utility operators.

Finalize conflict analysis and conflict spreadsheets based on 90% design plans

Revise conflict analysis and conflict spreadsheets based on 100% design plans

Conflict Notification and Utility Relocations (Revised)

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

Prepare and deliver to each involved utility owner a conflict notice with attached conflict list and map. Assume up to four (4) different utility operators. Notice shall require a utility response in the form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.

Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to six (6) total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions:

- PBS will coordinate with up to four franchise utility providers as part of this task (power, phone, cable, gas).
- Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
- Utilities will provide as-built system maps of their facilities within the project corridor.
- Additional ROW and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables:

- Meeting agendas and summaries for each utility meeting (3 total)
- Final contact & communication log.
- Utility conflict memo at 60% plans
- Conflict notice letters and attachments for each utility
- 90% and 100% utility conflict analysis based on design plans
- Review and comments on utility relocation plans
- Joint utility trench coordination (assumes up to 4 utility companies)
- TMRA utility designs including joint trench locations included with roadway design package

Subtask 7.4: TMRA Loop Road East

Project Survey

The Consultant will utilize the preliminary survey data collected within Task 4.5.4 as basis to define design level survey in support of the final design development process for the TMRA Loop Road East. This will include collection of more detailed survey within the project limits including but not limited to existing curb returns expanded areas of design that may be required to support the specific projects shown within Appendix A, and finalize any right of way needed to support future temporary easement or acquisition based on design impacts. The following activities will be completed in support of final design efforts.

- Collect additional survey in support of project footprint print changes to cover project areas as shown in Appendix A.
- Survey to collect and update existing survey and ROW basemaps.
- Survey to update the existing ground surfaces based on newly data collected and revised project limits.
- Prepare exhibit maps and legal descriptions for proposed right of way acquisition and areas required as temporary construction easement for affected properties. These will be prepared as exhibit attachments to the legal form, right of way granting document, provided by the City's legal counsel.

Assumptions:

1. This scope developed understanding that four (4) adjacent properties will be impacted by the project with two (2) anticipated TCEs and eleven (11) right-of-way acquisitions.

2. This task level of effort is based on project description and no more than four (4) adjacent properties.
3. Washington Department of Natural Resources "Permit to Destroy" reports will not be prepared at this point in the project.
4. Title reports will be provided by the City of Vancouver.
5. No pre-construction survey or recording will be coordinated with County or developed with this project.
6. Post construction, the contractor's surveyor shall monument the centerline and right of way as indicated on the engineering plans, then file record of survey with County.

Deliverables:

- Draft and Final Right of Way plan in support of future ROW approval and acquisition processes
- Draft and Final Legal Descriptions and Sketches for up to four (4) properties totaling thirteen (13) documents
- Update Survey and ROW basemaps
- Updated existing ground surface

Traffic Memorandum

The Consultant will prepare a project specific traffic memo to augment original Heights Development traffic report submitted in task 4 for each of the final design projects identified by the City listed below. The documents will support the final design efforts including submittal of both Draft and Final supplemental memorandums to the City for concurrence to design efforts. The memorandum will be developed based the project specific area as defined in Appendix A.

- Develop project specific traffic analysis memorandum based on road and intersection improvements to document existing and future traffic conditions. This memorandum will supplement previous recommendations for the following:
 - o TMRA Loop Road East

Assumptions:

- PBS will submit draft reports, review comments, update reports as needed, and submit final memorandums.
- Lighting evaluation includes best practice for light placement but no photometrics

Deliverables:

- Draft and Final Traffic memorandum documenting including sight distance evaluation, queueing evaluation, lighting evaluation,

Illumination Design

The consultant will advance the illumination design at the conclusion of the preferred intersection control and configuration to 60-percent, 90-percent, and final construction contract documents as part of this task. The consultant will develop preliminary construction documents to the 60-percent design stage. These documents will consist of plans, a bid item list, and an opinion of probable construction cost.

- Participate in a design conference with the City Traffic Engineer at design kick-off.
- Review the existing street lighting as-built drawings within the vicinity of the project from the City and

explore the opportunity to extend existing system if possible.

- Identification and confirmation of the desired lighting poles and fixtures.
- Recommend and confirm standard type lighting that will be provided based on road classification.
- Conduct photometric analysis based on selected lighting poles and fixtures to determine light pole locations to meet City's lighting standards for facility that do not use City standard streetlight spacing.
- Develop preliminary street lighting pole layout based on City guidance and typical layout locations
- Coordinate with the Clark Public Utilities and City to verify the street light pole layout and the power source.
- This assumes roadway lighting along the entire length of the project study corridor.
- Preparation of construction cost estimates

The consultant will develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost.

- Review and respond to City's 60% comments
- Prepare 90% street lighting plans
- Prepare special provisions
- Prepare construction cost estimates

The consultant will develop construction documents to the final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

- Review and respond to City's 90% comments
- Prepare final street lighting plans
- Prepare special provisions
- Prepare construction cost estimates

Deliverables:

- Deliverables will be included within the roadway design scope.

Fiber Optic Design (GTE)

The consultant will advance the fiber optic design at the conclusion of the preferred intersection control and configuration to 60-percent, 90-percent, and final construction contract documents as part of this task.

The consultant will develop preliminary construction documents to the 60-percent design stage. These documents will consist of plans, an outline of special provisions to the standard specifications, a bid item list, and an opinion of probable construction cost.

- Coordinate with the City Traffic Engineer to obtain an understanding of the communication system along this corridor.
- Review the existing fiber optic as-built drawings within the vicinity of the project from the City and explore the opportunity to extend existing system if possible.
- Develop preliminary layout (e.g., which side of the road) based on City guidance
- Prepare 60-percent fiber optic plans reflecting locations for splice vaults, handholes, and connection

to existing fiber optic system (excludes wiring diagrams).

- Preparation of special provisions - table of content only
- Preparation of construction cost estimates

The consultant will develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

- Review and respond to City's 60% comments
- Prepare 90% fiber optic plans including details
- Prepare special provisions
- Prepare construction cost estimates

The consultant will develop PS&E construction documents to the final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

- Review and respond to City's 90-percent comments
- Prepare final fiber optic plans
- Prepare special provisions
- Prepare construction cost estimates

Deliverables:

- Deliverables will be included within the roadway design scope.

Streetscape Design

First Forty Feet team shall develop landscape plans for street improvements within TMRA Loop Road East as part of 60%, 90% and Final 100% submittals. The Consultant architects will coordinate with engineer's geometric layout, retaining walls, and curb island layouts.

60% Preliminary

- Prepare tree removal plan following VMC standards. Show limits of construction and tree unit calculations.
- Prepare plans showing preliminary surfacing types/finishes (if non-standard) and site furnishings, as applicable.
- Prepare plans showing preliminary Grand Loop special elements including but not limited to special streetscape paving areas, play elements/surfacing, seat walls, landscaped features, signage, environmental graphics, and attachment points for wayfinding and/or integrated public art.
- Prepare a preliminary list of recommended planting species in bullet format.
- Prepare preliminary plans showing limits of planting in conceptual format. Street tree locations will be conceptually shown.
- Prepare plans showing individual locations of grass areas, trees, and shrubs.
- Prepare a plant list with species, quantities, and sizes.
- Show areas where irrigation will be provided for planting and lawn areas.

- Itemized landscape cost estimate (Irrigation estimate to be lump sum).
- Work with Culture, Heritage, Arts Commission for public arts integration.

90% PS&E

- Address comments related to 60% submittal.
- Update tree plan with limits of disturbance revisions.
- Prepare plans showing surfacing types/finishes (if non-standard) and site furnishings, as applicable.
- Prepare plans showing Grand Loop special elements including but not limited to plaza areas, play structures/surfacing, site walls and/or stairs, and attachment points for wayfinding and/or art.
- Prepare plans showing revised individual locations of trees and planting.
- Update plant list with species, quantities, and sizes.
- Prepare landscape details including retaining wall materials and finishes.
- Itemized landscape cost estimate.
- Prepare 90% project specifications including current WSDOT amendments, GSP's and special provisions necessary for all landscape items; Grand Loop special elements will be documented in CSI format and will be bid as lump sum line item in WSDOT format bid.

100% PS&E

- Address review comments from the 90% plans and develop final construction documents to the 100% and Final design stage. Landscape plans package to consist of plans, details, specifications, and a bid item list. Grand Loop special elements will be documented in CSI format and will be bid as lump sum line item in WSDOT format bid.

Deliverables:

- Deliverables will be included within the roadway design scope.

Irrigation Design (PBS)

PBS shall develop irrigation plans for street improvements within TMRA Loop Road East as part of 90% and Final 100% submittals. PBS will coordinate with engineer's geometric layout, landscape design, retaining walls, and island layouts. No irrigation will be submitted for the 60% submittal but support will be provided to calculate a lump sum cost.

90% PS&E

- Prepare irrigation plans for planting areas approved at 60% including, connection points, pipe layouts, GPM zones and material lists.
- Prepare irrigation details.
- Prepare 90% project specifications including current WSDOT amendments, GSP's and special provisions necessary for all irrigation items.
- Prepare 90% cost estimate and bid item list.

100% PS&E

- Address review comments from the 90% plans and develop final construction documents to the 100% and Final design stage. Irrigation plans package to consist of plans, details, specifications, and a bid item list.

Deliverables:

- Deliverables will be included within the roadway design scope.

Roadway Design

The Consultant will address review comments on the 30% plans and develop construction documents to the 60% preliminary design stage. These documents will consist of plans, a bid item list, an opinion of probable construction cost.

The 60% plans shall include:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (1 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (4 sheets)
7. Site-specific traffic control plans (3 sheets)
8. Site prep/demolition plans (5 sheets)
9. Erosion control and grading plans (5 sheets)
10. Erosion control notes detail sheet (1 sheet)
11. Material Legend (1 sheet)
12. Material Plan (5 sheets)
13. Material Details (10sheets)
14. Layout Plan (5 sheets)
15. Layout Enlargement Plan (10 sheets)
16. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (5 sheets)
17. Intersection layouts plan (3 sheet)
18. ADA Ramp Grading plans (6 sheets)
19. Stormwater facility detail sheet (3 sheets)
20. Utility Plan and Profile sheet (5 sheets)
21. Signing and striping plans (5 sheets)
22. Sign Legend Sheet (1 sheet)
23. Fiber interconnect plans (3 sheets)
24. Illumination plans (3 sheets)

25. Landscape Tree Protection Plans (5 sheets)
 26. Landscape Material Finishes and Furnishing Plans (5 sheets)
 27. Landscape Preliminary Material Details (2 sheets)
 28. Planting plans including preliminary plant schedule (5 sheets)
 29. Miscellaneous details sheet (8 sheets)
- Detailed geometric layout of intersection and grading for ADA purposes.
 - Updated cut and fill line determination.
 - Stormwater analysis using HydroCAD / WWHM software, basin delineation map, and storm system layout, preliminary stormwater/hydrology report.
 - Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the Civil plans.
 - Submit 60% plan set and cost estimate for review

Deliverables:

- 60% plans and cost estimates (PDF of [11-inch by 17-inch] the plan set and cost estimate)
- Preliminary Stormwater Report

The Consultant will address review comments from the 60% plans and develop construction documents to the 90% design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, an anticipated construction schedule.

The 90% plan set shall include the following sheets:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (1 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (4 Sheets)
7. Site-specific traffic control plans (3 sheets)
8. Site prep/demolition plans (5 sheets)
9. Erosion control and grading plans (5 sheets)
10. Erosion control notes detail sheet (1 sheet)
11. Material Legend (1 sheet)
12. Material Plan (5 sheets)
13. Material Details (10 sheets)
14. Layout Plan (5 sheets)
15. Layout Enlargement Plan (10 sheets)

16. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (5 sheets)
 17. Intersection layouts (3 sheets)
 18. ADA Ramp Grading plans (6 sheets)
 19. Stormwater facility detail sheet (3 sheets)
 20. Utility Plan and Profile sheet (5 sheets)
 21. Signing and striping plans (5 sheets)
 22. Sign Legend sheet (1 sheet)
 23. Striping details (1 sheet)
 24. Fiber interconnect plans & details (5 sheets)
 25. Illumination plans and details (5 sheets)
 26. Landscape Tree Protection Plans (5 sheets)
 27. Landscape Material Finishes and Furnishing Plans (10 sheets)
 28. Landscape Material Details (5 sheets)
 29. Planting Plans (5 sheets)
 30. Planting Schedule (1 sheet)
 31. Planting Details (2 sheets)
 32. Irrigation plans (5 sheets)
 33. Irrigation detail sheets (2 sheets)
 34. Miscellaneous details sheet (8 sheets)
 35. Standard detail sheets (7 sheets)
- Compile stormwater analysis from 60%, update the analysis to match the 90% level design and prepare the updated stormwater/hydrology report.
 - Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
 - Prepare 90% level project specifications including current WSDOT amendments, GSP's, and special provisions necessary for this project.
 - Submit 90% plan set, specifications, draft construction schedule, and cost estimate for review.

Deliverables:

- 90% PS&E (PDF of the plan set [11- by 17-inches], specifications, draft construction schedule, and cost estimate)
- Final Stormwater Report

The Consultant will address review comments from the 90% plans and develop construction documents for the Final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Address the 90% comments. Final design phase plan set shall include:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (3 sheets)
4. Survey Monumentation and Existing Conditions (1 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (4 Sheets)
7. Site-specific traffic control plans (3 sheets)
8. Site prep/demolition plans (5 sheets)
9. Erosion control and grading plans (5 sheets)
10. Erosion control notes detail sheet (1 sheet)
11. Material Legend (1 sheet)
12. Material Plan (5 sheets)
13. Material Details (10 sheets)
14. Layout Plan (5 sheets)
15. Layout Enlargement Plan (10 sheets)
16. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (5 sheets)
17. Intersection layouts (3 sheets)
18. ADA Ramp Grading plans (6 sheets)
19. Stormwater facility detail sheet (3 sheets)
20. Utility Plan and Profile sheet (5 sheets)
21. Signing and striping plans (5 sheets)
22. Sign Legend sheet (1 sheet)
23. Striping details (1 sheet)
24. Fiber interconnect plans & details (5 sheets)
25. Illumination plans and details (5 sheets)
26. Landscape Tree Protection Plans (5 sheets)
27. Landscape Material Finishes and Furnishing Plans (10 sheets)
28. Landscape Material Details (5 sheets)
29. Planting Plans (5 sheets)
30. Planting Schedule (1 sheet)
31. Planting Details (2 sheets)

32. Irrigation plans (5 sheets)
33. Irrigation detail sheets (2 sheets)
34. Miscellaneous details sheet (8 sheets)
35. Standard detail sheets (7 sheets)

- Address preliminary stormwater report comments and submit final stormwater report for approval.
- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% plans, special provisions, and estimate for review.
- Address City review comments regarding the PS&E.

Deliverables:

- Final plans, special provisions, construction schedule, and estimate
- Final stormwater report
- Bid documents

NPDES Construction Stormwater General Permit (Revised)

The Consultant shall coordinate with the Department of Ecology, prepare and submit a Construction Stormwater General Permit application and transfer of permit to the selected Contractor. Consultant staff will prepare the permit application and Notice of Intent (NOI). The NOI will be submitted to the local newspaper. Consultant will prepare the Transfer of Coverage and Notice of Termination forms for City and Contractor signature and submittal, which will constitute transfer of coverage to the Contractor.

In addition, Consultant will prepare the SWPPP to be kept at the site during construction.

Deliverables:

- Permit Application
- Notice of Intent (NOI)
- SWPPP
- Transfer of Coverage Form
- Notice of Termination Form

Consultant Grant Funding Support

The Consultant shall coordinate with the City of Vancouver to provide grant funding support two (2) grant applications related to this project including two (2) exhibits, one (1) project narrative, and one (1) cost estimate for each grant application.

Traffic data required to support evaluations of cost benefits are assumed to have been developed within other tasks. This task does not include the consultant researching or identifying funding opportunities.

Deliverables:

- Project Graphics - x4
- Narratives describing proposed improvements - x2
- Cost estimates based on proposed design - x2

Utility Coordination & Design

Contact utilities within the project limits and obtain existing system mapping. Review mapping for consistency with project base map.

Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

Identify and discuss with each utility special requirements associated with their facility relocation or modification.

Utility Meetings (Revised)

Up to three group utility meetings will be organized and facilitated to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. Meeting agendas and summaries will be prepared and transmitted to utility representatives, City, and Consultant team members.

Conflict Identification, Analysis and Recommended Resolution (Revised)

PBS will identify and analyze utility conflicts and compile and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

The Consultant will produce utility conflict plan sheets based on preliminary (60%) design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. This subtask assumes four (4) different utility operators.

Finalize conflict analysis and conflict spreadsheets based on 90% design plans

Revise conflict analysis and conflict spreadsheets based on 100% design plans

Conflict Notification and Utility Relocations (Revised)

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

Prepare and deliver to each involved utility owner a conflict notice with attached conflict list and map. Assume up to six (6) different utility operators. Notice shall require a utility response in the form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.

Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to six (6) total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions:

- City will provide utility plans, GIS, and other supporting documents for City utilities within the project corridor.
- PBS will coordinate with upto four franchise utility providers as part of this task (power, phone, cable, gas).

- Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
- Utilities will provide as-built system maps of their facilities within the project corridor.
- Additional ROW and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables:

- Meeting agendas and summaries for each utility meeting (3 total)
- Final contact & communication log.
- Utility conflict memo at 60% plans
- Conflict notice letters and attachments for each utility
- 90% and 100% utility conflict analysis based on design plans
- Review and comments on utility relocation plans
- Joint utility trench coordination (assumes up to 6 utility companies)
- TMRA utility designs including joint trench locations included with roadway design package

Task 8: Bidding and Construction Support Services (Reserved)

IV. Fee –

Please see attached Project Fee Worksheet (Appendix B) illustrating fee information broken down for each firm's project team. Reimbursable for this project are included in the overall fee.

The Heights Public Infrastructure:	Consultant	Fee
Prime Consultant – Project Management/Design Oversight/Communication Plan	FIRST FORTY FEET	\$581,209
100% Roadway Design, Utility, Civil Design, Infrastructure, Traffic Lighting and Irrigation Design;	PBS Engineering	\$2,404,150
Cost Estimating at 60%, 90%, 100%	DCW Cost	\$13,860
Total		2,999,219

Appendix A



Exhibit B - Fees

The Heights District Project 100% Design Documentation Proposed Fee Schedule		First Forty Feet						PBS Engineering	DCW Cost	Task Labor Total
		W.Grimm	J. Graf	J. Brackenhoff	C. Trivisonno	M. Doherty	K. Faria			
		Project Manager	Design Coordination	Urban Design Details	Outreach	Documentation	Admin			
		\$165	\$145	\$125	\$115	\$110	\$95			
TASK SCOPE OF WORK		hours						hours	hours	
TASK 1	PROJECT ORIENTATION									
1.1	Contract Administration, Invoicing, and Progress Reports						31.89			
1.2	Project Management Meetings									
	- PMT Meeting (4)	4	4	4	4					
	- Project Management Progress Meetings (15)	15	10	8	8					
	- TAC - Technical Design Meetings (20)	10	6	10	6					
	- Public Agency Meetings (4)	4	2	4	2					
	- City Council Updates (2)	2								
1.3	Management, Coordination, and Direction	32	10	10	8					
1.4	Quality Assurance/Quality Control	40	16	36	8	36				
1.5	Project Management Team (PMT) Kick-off									
	- Kick-off Agendas/ Materials / Summaries (1)	2	2	2						
Subtotal Staff Hours		109	50	74	36	36	31.89			
Subtotal Labor by Firm		336.89						0	0	
Subtotal Staff Labor Cost		\$17,985	\$7,250	\$9,250	\$4,140	\$3,960	\$3,030			
Subtotal Labor Cost by Firm		\$45,615						0	0	
Task 2	COMMUNICATION PLAN - 15 weeks									
2.1	Engagement Purpose, Objectives and Goals	10	12	8	16					
2.2	Outreach Content and Materials Support									
	- Project Overview	4	2	2	8					
	- Progress Graphics	6	2	2	10					
	- Timeline Graphics	4	2	2	8					
	- Modified Illustrative Graphics and Plans	8	2		16					
	- Periodic Update	16	8	4	4					
2.4	Project Engagement Milesones and Topics									
	Engagement #3 - 60% Documenation Progress Update									
	- SEE TASK 6									
	Engagement #4 - 95% Documentation Progress Update									
	- SEE TASK 6									
	Meeting Materials & Presentations									
2.5	Engagement Schedule and Content Review Schedule									
	- SEE TASK 6									

The Heights District Project 100% Design Documentation Proposed Fee Schedule	First Forty Feet						PBS Engineering	DCW Cost	Task Labor Total
	W.Grimm	J. Graf	J. Brackenhoff	C. Trivisonno	M. Doherty	K. Faria			
	Project Manager	Design Coordination	Urban Design Details	Outreach	Documentation	Admin			
	\$165	\$145	\$125	\$115	\$110	\$95			
- Story Walk Design & Coordination	12	6	64	10	12				
- Brand & Identity Refinement	10		24						
- Irrigation Design	4	2	2						
- Roadway Design	16	36	16		32				
- NPDES Constuction Stormwater Feneral Permit	4	4							
- Utility Coordination	4	4							
- Cost Estimating	2		2						
7.4 TMRA Loop Road East									
- Project Survey	4	2	6		8				
- Traffic Memorandum	2	6							
- Stormwater Design	4	2	4						
- Illumination Design	10	2	10						
- Fiber Optic Design	2	2	2						
Streetscape Design Refinement	0								
- Design Coordination	20	10	20	10	6				
- Railing Design & Coordination	2		16		24				
- Material Research & Selection	16		60		20				
- 3 Major Play Elements / Features Design	10		36		24				
- 3 Major Play Element / Features Documentation	16		60		20				
- 3 Mid-Tier Play Elements / Features Design	10		36		24				
- 3 Mid-Tier Play Elements / Features Documentation	16		60		20				
- 6 Minor Play Elements / Features Design	10		36		24				
- 6 Minor Play Elements / Features Documentation	16		60		20				
- Wayfinding and Navigation Elements									
- Navigation Directory Design & Coordination	6		24		24				
- Mile Marker Design & Coordination	2		12		16				
- Amenity Destination Signage Design & Coordination	2		20		12				
- Directional Pole Design & Coordination	2		20		12				
- Story Walk Design & Coordination	12	6	64	12	12				
- Brand & Identity Refinement	10		24						
- Irrigation Design	4	2	2						
- Roadway Design	16	36	16		32				
- NPDES Constuction Stormwater Feneral Permit	4	4							
- Utility Coordination	4	4							
- Cost Estimating	2		2						
7.5 Consultant Grant Funding Support	2	8							
Subtotal Staff Hours	542	292	1300	42	732	0			
Subtotal Labor by Firm	2908								
Subtotal Staff Labor Cost	\$89,430	\$42,340	\$162,500	\$4,830	\$80,520	\$0			
Subtotal Labor Cost by Firm	\$379,620								
Total Staff Hours	827	422	1,494	210	792	32			
Total Labor by Firm	3776.89								
Total Staff Labor Cost	\$136,455	\$61,190	\$186,750	\$24,150	\$87,120	\$3,030			
Subtotal Cost by Firm	\$498,695						\$2,404,150	\$13,860	\$2,916,705
Reimbursable Expenses by Firm							\$9,974		\$9,974
Total Cost by Firm	\$508,668						\$2,404,150	\$13,860	
SubConsultant Markup (3%)									\$72,540
Overall Project Fee									\$2,999,219

Haz Report Analysis	NA	
Traffic Counts	NA	
Survey (TC and Title Reports)	3000	
Survey (Private Utility Locates)	1500	

Estimate update with landscape design	
v3 #	\$ 2,282,390.00
v4 # Update	\$ 2,404,150.00
Delta Increase	\$ 121,760.00

February 14, 2023

William Grimm
First Forty Feet
2260 NW Everett St, Ste 10
Portland, OR 97210

RE: The Heights District Tower Mall Redevelopment Area Public Infrastructure

FP-WA-2021-0183

Dear William Grimm,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,



Trish Drew, CPE, LEED AP
Managing Director

SCHEDULE 1

DCW COST MANAGEMENT, LLC's Basic Services

Project Description:

We understand that the project comprises cost planning for The Heights District Tower Mall Redevelopment Area Public Infrastructure located in Vancouver, WA. The cost study scope of work includes costing the 60%, 95%, and 100% design drawings.

The intended design package consists of linear park elements for the Grand Loop North and East. The three-quarter mile Grand Loop involves distinct segments and is designed through the concept of 'play' as an inclusive activity where multiple generations benefit.

It is complemented by the MacArthur 'greenbelt', the Neighborhood Park, and Civic Park (plaza and festival street). These areas offer an opportunity for engagement to inform programming and design with insight and feedback on how these spaces will be used and what elements are valued. The Parks and Recreation Commission, school, neighborhood associations, neighborhood residents, property owners and businesses would be oriented to this topic.

Detailed Scope of Work:

Task 1 60% Design

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- This stage includes a maximum of three alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 2 95% Design

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- This stage includes a maximum of two alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 3 100% Design

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

SCHEDULE 2
Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1 60% Design	24	\$165	\$3,960.00
Task 2 95% Design	32	\$165	\$5,280.00
Task 3 100% Design	28	\$165	\$4,620.00
SUM Total	84		\$13,860.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$13,860**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

SCHEDULE 3**DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule**

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$175.00
Specialists	\$165.00- \$175.00
Cost Estimators*	\$150.00 - \$165.00
Clerical	\$ 95.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: First Forty Feet

DATE: 2/14/2023

DATE:

By: Trish Drew

By: William Grimm

Its: Managing Director

Its: Principal



SERVICE AGREEMENT C-100846

AMENDMENT No. 2

HEIGHTS DISTRICT MASTER PLAN & CONSTRUCTION

This Agreement amends the Professional Services Agreement number C-100846 by and between the City of Vancouver, hereinafter referred to as "City", and First Forty Feet LLC, hereinafter referred to as "Contractor", whose address is 415 NW Couch St, Suite 205, Portland, OR 97209, for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 4, Term of Agreement, with language in herein:
 - Term date extended to July 31, 2023.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:


75A9183485CA467
Eric Holmes, City Manager

4/20/2023

Date

Attest:

DocuSigned by:


BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:


9A7DC2E31E694A2...
Jonathan Young, City Attorney

CONTRACTOR:

First Forty Feet LLC

DocuSigned by:


C28FE147D0CC465...
Signature

william Grimm

Principal

Printed Name /Title

4/19/2023

Date

SERVICE AGREEMENT C-100846

AMENDMENT No. 1

HEIGHTS DISTRICT MASTER PLAN & CONSTRUCTION

This Agreement amends the Professional Services Agreement number C-100846 by and between the City of Vancouver, hereinafter referred to as "City", and First Forty Feet LLC, hereinafter referred to as "Contractor", whose address is 415 NW Couch St, Suite 205, Portland, OR 97209, for services offered.

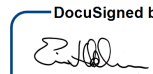
This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 4, Term of Agreement, with language in herein:
 - Term date extended to April 30, 2023.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

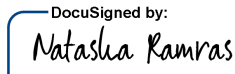
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Eric Holmes, City Manager

2/27/2023

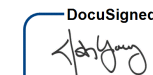
Date

Attest:

DocuSigned by:

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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

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Jonathan Young, City Attorney

CONTRACTOR:

First Forty Feet LLC

DocuSigned by:

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Signature

william Grimm principal

Printed Name /Title

2/13/2023

Date



**CITY OF VANCOUVER SERVICES
AGREEMENT No. C-100846**

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 First Forty Feet (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 31-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below in the scope of work identified in Attachment "A", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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 \$2,072,250.00 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.

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 March 14, 2022 and continue until March 13, 2023. 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 it’s 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:
William Grimm
First Forty Feet
412 NW Couch St, Suite 205
Portland, OR 97209
Email: will@firstfortyfeet.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 42.17 RCW for withholding or delaying public disclosure of such information.

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

25. 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

DocuSigned by:



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Eric Holmes, City Manager

3/14/2022

Date

Attest:

DocuSigned by:



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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



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Jonathan Young, City Attorney

CONTRACTOR:

First Forty Feet

DocuSigned by:



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Signature

william Grimm Principal

Printed Name /Title

3/2/2022

Date

Attachment "A"

Scope of Work



Planning
Urban Design
Place Strategy

Introduction

The First Forty Feet (FFF) Consultant Team have been selected by the City of Vancouver (COV or City) to prepare construction and permitting documents for the Heights District public infrastructure, henceforth referenced as the Heights District Project and described further throughout the scope of work as "Project". The scope of work will include design confirmation of planning elements, placemaking strategies, public open space design, key stakeholder engagement, land use planning, traffic and design engineering, environmental analysis, capital investment strategies and other related professional services as identified in the Request for Qualifications (RFQ) #31-21 for the *Heights District Tower Mall Redevelopment Area Public Infrastructure Master Plan and Construction Documents*.

Concurrent with the Project, COV is managing implementation of an Equitable Development Plan for the Heights District. The Equitable Development Plan seeks to prioritize community-identified improvements and needs while maximizing community benefits and minimizing displacement risk resulting from these investments. For this reason, the City of Vancouver seeks to pair its investments with proactive strategies to prevent residential and commercial displacement and ensure that benefits accrue to local residents and businesses.

Professional services for the Project will include evaluation of site development configuration options, traffic engineering, evaluation of roundabouts and traffic signals, lighting designs, park design, landscape designs, structural designs, environmental process and permits, and utilities coordination and design. Coordination of services and deliverables will integrate with and support the Equitable Development Plan project's recommended strategies and tools for culturally relevant and inclusive programming within the District and funding strategies to support one-time infrastructure and ongoing programmatic investments required to ensure equitable development of the Heights over the long-term. Additionally, project coordination and required federal documentation will be performed.

The Project team includes:

- First Forty Feet – Overall Project Management, Master Planning, Urban Design, Strategic Planning, Placemaking Strategies, Complete Street Design, and Communications support.
- PBS Engineering and Environmental Inc. – Civil Design, Permitting, Grant Funding Opportunities, and Communications Plan.
- Walker Macy – Landscape Architecture, Public Open Space Design, Park Design, and Lighting Design.
- Archaeological Investigations Northwest (AINW) – Cultural Resources Analysis
- DCW – Cost Management and Cost Estimating
- Leland Consulting Group – Capital Investment Strategy and Funding Opportunities.

The Project is locally funded for design and has potential to receive federal funding for the public infrastructure construction phases.

The COV has completed an Environmental Impact Statement (Final EIS) for the Heights District Plan. The Heights District Plan was initiated by the COV to identify a community-based vision for the area, and to catalyze revitalization and private investment in central Vancouver. The Heights District is approximately 205 acres and includes the 63-acre Tower Mall Redevelopment Area, which includes the 12-acre site of the former Tower Mall that was acquired by the COV in 2017.

The Tower Mall Redevelopment Area (TMRA) is the focus of most of the redevelopment proposed in the Plan. For the Tower Mall Redevelopment Area, three concept plans were prepared based on input received during an extensive neighborhood and stakeholder engagement process. The initial concepts consisted of The Promenade, The Grand Loop, and The Grand Park. Based on community feedback, the concept plans were refined and a preferred concept for The Grand Loop was developed, which incorporated elements from all three concepts. The Grand Loop concept forms the basis of the Heights District Plan and is part of the Project Alternative evaluated in the EIS.

Project Description and Background

The adopted Heights District Plan is the culmination of more than two and a half years of public engagement and participation in a planning process resulting in a community vision for how the Heights District will develop over the next 20 years.

The Heights District is envisioned as a vibrant neighborhood center that is sustainable, healthy, equitable, accessible, and safe. The district includes a variety of public open spaces, diverse mixed-income, mixed-use housing typologies, affordable to a wide range of community members, safe multi-modal mobility opportunities and access to transit. In addition, neighborhoods around The Heights District represent the spectrum of the City's social and economic diversity with both affluent and economically vulnerable residents. The Heights District Plan is an opportunity for the COV to partner with the private sector to bring new investment to central Vancouver and ensure that new development provides benefits and opportunities to a broad range of residents and businesses now and into the future.

The Heights District Plan is guided by policy and regulatory documents that provide specific guidance for the Project limits.

Project Scope of Work

The First Forty Feet Team will work with the City of Vancouver to provide public outreach and prepare the final master plan, construction drawings, specifications, cost estimates, permit documents and provide bidding and construction support.

The Project will complete master planning, construction, and permitting documents, for the development of public infrastructure including roadways, utilities, public spaces, wayfinding, and transit amenities within the 63-acre TMRA.

The following scope of work tasks describes how the Consultant Team will collaborate with the COV project manager, city staff, key stakeholders, community members, and regulatory agencies to prepare the final masterplan, 30% design and Phase 1 Plan.

I. Project Assumptions

The following apply to all First Forty Feet Team deliverables unless otherwise specified in this work scope or by the City of Vancouver (COV) Project Manager:

1. Previewing communications materials

- Consultant Leadership Team shall provide an agenda and draft materials to the Project Management Team (PMT) at least two working days prior to the meeting.
- COV will perform one round of review on draft materials.
- COV will provide comments to Consultant Leadership Team within five working days after a meeting to review draft work scope materials.
- Consultant Leadership Team shall review with COV all revisions and corrections to materials based on comments received prior to public release.
- Consultant Leadership Team shall provide materials intended for public release to PMT at least five working days prior to the scheduled release.

2. Text memorandums and reports

- Memorandums are to be formatted for 8½-inch by 11-inch, or 11-inch by 17-inch paper in their native format and in an open, universally readable format suitable for review and editing by the COV.
- All final memorandums, including graphics, tables, etc. are to be provided to COV only digitally in an open, universally readable format suitable for uploading to the COV website. COV shall be responsible for printing of all materials.

3. Construction documentation, plan sheets and specifications

- PDF electronic deliverables of the plan sets [11- by 17-inches], specifications, draft construction schedule, and cost estimate

4. Preliminary Work Scope and Schedule are as follows:

- This scope takes the Project (see Appendix A) through 30% design as well as assisting the City to determine what projects should be included in Phase 1 to take to final construction documentation as an addendum to the contract.
- 30% design development, cost estimating, and a recommended Phase 1 plan will be 12 months from Notice to Proceed General Project Organization and Management Provision

Project Management Team

The Heights Project will be organized and managed by a Project Management Team (PMT comprised of the COV Heights District Project Manager, COV staff as identified by the COV Project Manager, and the Consultant Leadership Team (CLT), includes key personnel from First Forty Feet, PBS, and Walker Macy. The CLT is led by the prime consultant, First Forty Feet (FFF).

Technical Advisory Committee

The FFF team will work with the COV to determine which relevant departments, staff, or public agencies shall serve on the Project's technical advisory committee (TAC). COV will take the lead in establishing and coordinating the TAC, identifying specific members, and reaching out to potential members. The focus of the TAC will be to provide review and feedback of analyses and reports at key milestones. where feasible and

when requested by City staff, to provide data and other resources to supplement the work included in the Project scope.

Assumptions:

The First Forty Feet project manager in conjunction with the Consultant Leadership Team (CLT) will oversee project tasks, deliverables and scheduling and will coordinate meetings, reviews and decision-making with the PMT and TAC. The PMT and TAC shall meet as specified by the work scope to coordinate logistics of the project, provide feedback, and give direction to the Consultant Leadership Team.

II. Project Scope of Work Tasks

Task 1: Project Orientation

The First Forty Feet Team will coordinate with the City of Vancouver (COV) the Project's management structure, work plan, schedule, and coordination roles.

Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

First Forty Feet will provide contract administration, invoicing, and progress reporting for the Project to the COV project manager including the following:

1. Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses; total cost for labor and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
2. Prepare a Contract Summary Report (CSR) to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
3. Maintain required contract documentation. Provide copies of project files and records to the city for audits and public information requests. Final documents shall be provided in electronic format as requested.

Subtask 1.2: Project Management Meetings

The First Forty Feet team tasks include coordination and facilitation of PMT meetings necessary to successfully complete the project. The First Forty Feet project manager will coordinate with the COV project manager to determine appropriate City staff, City representatives, consultant team members, key stakeholders, and/or public agencies representatives as needed to attend PMT meetings.

Project management tasks are integrated into each of the tasks in the Work Scope throughout the Design Confirmation (Task 1-4) and Design Implementation Phases (Task 5-7). The Project Management Team (PMT) will provide oversight and decision-making regarding the project scope, tasks deliverables, task deliverables review and schedule. The Project is assumed to be completed within 12 months in support of a Spring 2023 phase 1 construction start.

Anticipated Project Management Meetings	
Kick-off Mtg. Sessions	03
Bi-weekly PMT Meetings	20
TAC-PMT Subtask Review Meetings	24
Public Agencies and PMT Meetings	10
Total:	57

1. Preparation for and attendance at three (3) 2-hour project kickoff meeting sessions over Microsoft Teams with COV staff and the Consultant Leadership Team (CLT).
2. Up to twenty (20) bi-weekly video conference meetings with the Project Management Team (PMT). The number of meetings is based on a 12-month design schedule; however, the Consultant Team reserves the right to adjust the number of meetings if the project schedule exceeds 12-months.
3. Preparation for and attendance up to twenty-four (24) project deliverables work session/review meetings with the Technical Advisory Committee (TAC) and PMT.
4. Attendance up to 24 project deliverables work session/review meetings follow-up and subtask deliverable finalization with the PMT.
5. Preparation for and attendance up to ten (10) project coordination meetings with Public Agencies (PA) and the PMT.

Subtask 1.3: Management, Coordination, and Direction

First Forty Feet in conjunction with PBS shall establish a quality management program and decision-making review structure and protocol for review of technical work and other deliverable products developed within the Design Confirmation and Design Implementation phases.

Will Grimm (First Forty Feet) is the Heights Project's First Forty Feet consultant team project manager with Jason Graf (First Forty Feet) managing planning and concept design for the Project Field Guide and Place Guide (Task 3 Master Plan). Dustin Cooley (PBS) will manage design documentation (Task 4 Design Development) from NTP through project advertisement which includes oversight of the final signed PS&E bidding documents.

1. First Forty Feet and PBS shall prepare and maintain the Project Design and Implementation Schedule. The schedule shall identify project tasks, tasks reviews by the COV and deliverable items for advancing project milestones. The schedule will be updated as circumstances require or as requested by the COV (assumes two (2) updates).
2. First Forty Feet will prepare and submit an activities list and look-ahead schedule to the COV following the Notice to Proceed. The schedule shall show appropriate milestones for the project, including intermediate and final submittal dates for deliverables and key milestone review sessions as dictated in the Communication Plan.
3. The Consultant Leadership Team will coordinate project tasks and activities with the PMT.
4. The Consultant Leadership Team will facilitate coordination with necessary agencies identified by COV throughout the design and approval process.

5. First Forty Feet shall update the 'living' design calendar upon every bi-weekly meeting. The design calendar will illustrate up to 8 weeks of anticipated scope of work to be completed by the Consultant Team.
6. The Consultant Leadership Team will coordinate with COV to identify and track project specific risks including mitigation strategy through to implementation. This document will be "living" and updated through life of the project.

Critical Path Schedule

- Outline design milestones and regulatory requirements as they relate to permitting:
 - Permit Submittal
 - Public Communication
 - Development Plan Completion
 - Staff Submittals
 - Completion of Final PS&E for construction
- Identify and track potential project risks

Subtask 1.4: Quality Assurance/Quality Control

The First Forty Feet Team will provide QA/QC for conceptual design, technical analyses, and construction documentation, specifications and permitting work in accordance with the Consultant's QA/QC Program. The First Forty Team's QA/QC will ensure appropriate, right-sized quality assurance and control measures are in place and executed at key points during planning and design efforts. Greg Jellison, of PBS will be the QA/QC manager who has worked extensively with the City of Vancouver on similar projects. The QA/QC process will be active throughout the life of the delivery process, providing a balance between the Design Confirmation (Tasks 2-4) and Design Implementation (Tasks 5-8) phases with technical reviewers involved to ensure that technical elements are accounted for during the Design Confirmation phase and that overarching themes of the masterplan are not lost during Design Implementation.

The QA/QC plan will be integrated throughout all processes and woven into our critical path delivery schedule; for example, how the use of public spaces and multi-modal facilities throughout the project area will be vetted early in the Design Confirmation process will require that the design team support concepts and cost estimating processes with additional permitting requirements being accounted for. The First Forty Team will have the proper experts involved throughout the project life at varying capacity providing senior level design and construction personnel to review deliverables and provide technical support.

Subtask 1.5: Project Management Team (PMT) Kick-off

First Forty Feet will facilitate project kick-off meeting sessions over a three-day period with the Project Management Team (PMT), Consultant Leadership Team (CLT) and additional consultants as needed to confirm work plan, proposed schedule, and coordination of roles prior to each major task. Kick-off meeting sessions to be up to 2-hours in duration.

- Confirm expectations and outcomes of the Masterplan, Communications Plan, and project's critical path, including project tasks, deliverables, and critical milestones
- Confirm programming elements to be included in the design layout, including roadways, utilities and public spaces.
- Determine method(s) for COV delivery of background data and format of files (plans, drawings, GIS/Cad files) for creating a project area base map.

- Confirm PMT members and the overall Project decision-making process, including deliverables and documentation review in advance of community engagement
- Identify Technical Advisory Committee (TAC) (i.e., City departments staff, agencies, or providers), members and confirm their role throughout the project.
- Identify range of potential stakeholders, as well as their anticipated roles and the expectations for community engagement throughout the project and summarized in a Communications Matrix.
- Confirm the First Forty Feet Consultant Team level of engagement support, appropriate methods of outreach, gathering feedback and engagement summaries.

Assumptions:

- COV attends kick-off meeting sessions
- COV provides a list of PMT and TAC staff assigned to the Project.
- COV provides a list of potential Project stakeholders
- COV will provide one round of review on all deliverables.

Deliverables:

- Kick-off meeting sessions agendas (3)
- Kick-off meeting materials (Project Limits Exhibit, & Schedule)
- Draft and final Kick-off meeting sessions summaries. (3)
- Draft and final Design Schedule (Calendar).

Task 2: Communications Plan

The First Forty Feet Team understands the COV will lead community engagement and communications on this project, serving as the face and the main contact for stakeholders and the community at large. The Consultant Team will coordinate, with the COV, identification of the necessary stakeholders, methods of outreach, engagement, and summary reporting, including a meeting schedule, and facilities or online applications necessary and available to support a range of in-person (if desired) and virtual engagement.

The COV will manage delivery of project updates and information through the targeted use of established communications channels, such as the Heights District Plan email list, the City of Vancouver website and social media, Be Heard Vancouver engagement platform, Office of Neighborhoods and *Vancouver Connects* newsletters, and My Vancouver app.

The First Forty Feet Team will prepare necessary planning, design, logistics, content and materials to support the COV in communications and outreach efforts.

PBS, with FFF support, will prepare a Project Communications Plan in coordination with the COV Communications team to guide both how the project is communicated and how input is used and shared. with the purpose of:

- Outlining the goals for public engagement.
- Specifying the project design and programming elements stakeholder input will inform.
- Detailing methods, techniques, timelines and staffing assignments.

The Project's Communication Plan will consist of the following elements:

Subtask 2.1: Engagement Purpose, Objectives and Goals

Engagement purpose and goals will be developed by PBS and FFF in coordination with the COV to support the Project in informing, gathering input and using input from diverse stakeholders regarding public infrastructure components, including the neighborhood park, civic plaza, pocket parks, complete street design and engineering, Grand Loop, public arts framework, wayfinding, and interim and long-term programming.

Deliverables:

- Draft and Final Purpose Statement
- Draft and Final Objectives
- Draft and Final Goals

Subtask 2.2: Outreach Content and Materials Support

Outreach and project status content and materials will be developed to support the COV in communications and outreach through established communication channels. The existing Heights District Plan project email list, COV website, Be Heard Vancouver engagement platform, *Vancouver Connects* monthly newsletter, and My Vancouver app will be a primary source for Project information and supplement engagement efforts.

Assumptions:

- The Consultant Team, in coordination with COV, will prepare project-specific outreach content, materials, and on-line surveys for use by the COV on the Project website, Be Heard and established COV communications channels consisting of the following:
 - *Project Orientation:* at project start-up, prepare project overview and graphics depicting the project area, process and timeline for use on the Project website and established communications channels.
 - *Design Confirmation Phase:* online surveys to correspond to Engagement Milestones 1 & 2, and motion graphics description of project limits and design elements with narration, 3-d graphic illustrations formats and descriptive outreach text for Project preliminary concepts, alternatives and a preferred concept
 - *Design Implementation Phase:* outreach content including schedule updates and a brief description of work completed during and up to final 30% design submittal.
- Team to utilize presentation materials and deliverables across various engagement meetings; anticipate adapting deliverables by adding slides or exhibits.

Deliverables:

- Draft and Final Project Overview Text
- Draft and Final Project Area Exhibit
- Draft and Final Process Graphic
- Draft and Final Timeline Graphic
- Draft and Final Online Surveys (5)
- Draft and Final Motion Graphic and Narration (2 video shorts)
- Draft and Final 3-D and Plan Graphic Illustrations with Text (15)
- Draft and Final Periodic Project Update Text (4)

Subtask 2.3: Stakeholder Identification

The First Forty Feet Team recognizes the Heights District Plan is an opportunity for the COV to partner with the private sector to bring new investment to central Vancouver and ensure that new development provides benefits and opportunities to a broad range of residents and businesses now and into the future.

Assumptions:

- The following stakeholders are identified for engagement to provide direction, build excitement, be inclusive, form/strengthen strategic partnerships and promote the public infrastructure's community benefits.
 - *City Council*
The City Council will be briefed on the project to review and provide feedback for the draft Field Guide, Preliminary Concepts, Preferred Concept, and draft Place Guide.
 - *Commissions*
Commissions can provide insight and guidance for preliminary and preferred concepts with unique perspectives, local knowledge and a commitment to advocacy for multi-modal access, the arts and parks and recreational facilities. Commissions to consider include:
 - *Parks and Recreation Advisory Commission (PRAC)*
 - *Urban Forestry Commission (UFC)*
 - *Culture Arts and Heritage Commission (CAHC)*
 - *Transportation and Mobility Commission (TMC)*
 - *Aviation Advisory Committee (AAC)*
 - *Public Agencies*
The City has a number of relevant public agencies to provide education, promote economic development, housing affordability and services to seniors, people with disabilities, veterans and other at-risk populations. PBS and FFF will consult with COV to determine public agencies for potential engagement such as:
 - C-TRAN,
 - McLoughlin Middle School and George C. Marshall Elementary Schools,
 - VHA
 - *Community Based Organizations and Strategic Partners:*
Targeted engagement with CBO's and other strategic partners will ensure equitable processes and outcomes. This would be coordinated closely with the Equitable Development Plan. COV to provide a list of appropriate CBO's for potential engagement.
 - *Affected Property Owners and Businesses:*
Affected owners and businesses should be at the planning table to identify and address potential impacts of design refinements and infrastructure phasing as well as, opportunities for redevelopment and investment in the Tower Mall Redevelopment Area.
 - *Universal accessibility advocates:* The Heights District Plan project tapped into the sight impaired community to gather accessibility insights--continuing this engagement will inform accessibility and wayfinding strategies for the Master Plan refinement. COV to connect with School for the Blind and School for the Deaf.

- *Community members and residents:*
Include *neighborhood associations, residents, and churches etc. COV to conduct quarterly meetings. COV to determine geographic area for engaging/informing residents**

* No CAC is intended to be convened for the Project. The Heights District *Citizens Advisory Committee* (CAC) met regularly throughout the duration of the initial development of the Heights District Plan project and were comprised of representatives from neighborhood associations, community organizations, health and social service providers, businesses, government agencies, and individuals from the community. The COV will lead efforts providing periodic updates and information for the Heights District Project.

Deliverables:

- Draft and Final Stakeholder List with Affiliation and Contact Information

Subtask 2.4: Project Engagement Milestones and Topics

Engagement milestones will be the opportunities for engagement to identify a range of stakeholder perspectives to inform the Project's preliminary and preferred concepts, public arts, gateways and wayfinding plan, interim and long-term public use area programming and on-site demonstration projects. Stakeholders will be given the opportunity to provide input so that the design of public infrastructure provides the most benefit to the communities it will serve.

FFF and PBS will coordinate with the COV engagement with stakeholders at two Project milestones.

- **Engagement Milestone #1** – Preliminary Concept Plans
- **Engagement Milestone #2** - Preferred Concept Plan

The FFF Team proposes two (2) engagement milestones with the Project stakeholders. *Engagement Milestone #1* is intended to gather insights on preliminary public area (streets, plazas and parks) design concepts and alternatives; and *Engagement Milestone #2* would review and provide feedback on the preferred public area (streets, plazas and parks) design concepts and alternatives. Engagement sessions will include one-on-one or group interviews, meetings, and feedback gathering through on-line surveys to be finalized in the Project's Communications Plan.

Assumptions:

- Engagement sessions will be organized around three topics and aligned with appropriate stakeholder participants.
 1. *Transit and Multi-Modal Accessibility*
Planned transit and multi-modal access improvements are extensive throughout the Project area. Engagement can help inform the use and value for these new facilities to promote walk and bike access to destinations, contribute to a complete network and offer a community benefit. The Transportation and Mobility Commission (TMC), universal accessibility advocates, schools, Safe Routes to School advocates, and Skyline Crest residents would be oriented to this topic.
 2. *Parks, Plaza, and Grand Loop Use and Programming*
The three-quarter mile Grand Loop consists of distinct segments providing an opportunity for engagement to inform the function and form of those segments as they relate to adjacent uses as well as the types of thematic and unifying elements that define the loop as a civic strolling and

gathering place. The Loop is complemented by the MacArthur 'greenbelt', the Neighborhood Park and Civic Park (plaza and festival street). These areas offer an opportunity for engagement to inform programming and design with insight and feedback on how these spaces will be used and what elements are valued. The Parks and Recreation Commission, school, neighborhood associations, neighborhood residents, property owners and businesses would be oriented to this topic.

3. *Arts Integration, Gateways and Wayfinding*

The integration of public art and wayfinding is intended to promote the district and provide a unique experience and distinct identity. Engagement will provide insights and gather feedback on the type, function and location of art in the public realm as well, as the role of architecture, unique temporary demonstration projects and signage systems to direct wayfinding and orient District users to destinations throughout the district. The Culture Arts and Heritage Commission (CAHC), Parks and Recreation Advisory Commission (PRAC) and universal accessibility advocates would be oriented to this topic.

- The PMT will work the COV to create a matrix of topics to be covered with each relevant stakeholder at Engagement Milestone #1 and #2. Dates, locations (in person or virtual), and notes on level of engagement will be specified for each.
- The matrix assumes the PMT will meet with each stakeholder/stakeholder group separately.
- Stakeholder meetings will be led by the COV with support from the FFF team utilizing appropriate applications and platforms as defined in the Communications Plan.
- Up to three (3) members of the FFF Team and two (2) COV representative will attend each stakeholder meeting.
- Each meeting will last no more than 1.5 hours.
- PBS will prepare a reporting template, summarize thirty-five engagement sessions (35) and produce an overall Project engagement summary.
- On-line surveys will be administered through the COV website and Be Heard Vancouver platform, and integrated with virtual interviews and meetings as needed. COV to determine when surveys will be administered.
- Thorough and effective reporting of engagement efforts and results is very important to the City of Vancouver and the First Forty Feet Team. Reporting will communicate input and document how that information was used to shape design decisions.
- Presentation and materials viewed and distributed at engagement activities and a reporting summary of that engagement will be made available for use by the COV on the Heights Project website and established communications channels.
- The First Forty Feet Team will collaborate with the COV Community Engagement team to integrate DEI insights and community aspirations from the Equitable Development Plan process into the design alternatives and preferred masterplan.
- COV will manage the Project website and email distribution list, Be Heard Vancouver engagement platform, *Vancouver Connects* monthly newsletter, and My Vancouver app.
- COV will prepare and manage stakeholder lists and contact information, lead engagement outreach efforts and host on-line engagement sessions.

- COV will coordinate with FFF and PBS the integration and use of on-line surveys as a part of on-line engagement sessions/BeHeard Vancouver engagement platform and provide survey results data to PBS for use in engagement reporting.
- COV will schedule and facilitate project milestone updates or deliverables review meetings with City Council and appropriate boards and commissions at their discretion. FFF and PBS will develop appropriate materials for outreach meetings with each audience and be available to support COV staff
- Engagement Session orientation meetings will include up to (10) internal team meetings to develop and implement the Communications Plan.

Deliverables:

- Draft and Final Stakeholder List and Major Topics Matrix for Engagement
- Draft and Final Communications Plan
- Draft and Final Meetings Agendas (30)
- Draft and Final Meeting Materials (12 meetings presentations)
- Draft and Final Engagement Meetings Summary Reports (30) in native and digital format
- Five (5) Draft and Final on-line surveys (of up to 10 questions),
- Five (5) Draft and Final survey analyses, and survey summaries.
- Reporting Template and Engagement Summary:

Engagement Sessions	
Commissions (10)	30
Public Agencies (6)	
CBO (3)	
Affected Property Owner/Business (3)	
Universal Accessibility (2)	
Community/Residents (2)	
On-line Surveys	5
City Council	5

Subtask 2.5: Engagement Schedule and Content Review

FFF, with PBS support will coordinate the review of engagement content and materials and delivery with COV in advance of the engagement milestones.

Assumptions:

- FFF and PBS will coordinate with the COV and maintain the schedule for:
 - Key dates and delivery of outreach content and materials for use by the COV through established communications channels in advance of planned engagement sessions and post-sessions reporting consistent with the Critical Path Schedule outlined in Subtask 1.3 Management, Coordination, and Direction.
 - PMT review of engagement outreach content, on-line surveys, and presentation materials in advance of Milestone Engagement sessions

- Virtual engagement session dates and post session reporting for use by the COV through established communications channels

Deliverables:

- Periodic engagement schedule and content review meetings (30)

Task 3: Master Plan

The FFF Team will build from the Heights District Plan's development and programmatic elements supporting the internal and external street network and collection of public use areas through an iterative process of preliminary concepts development, identification of necessary refinements and concepts review to create a preferred concept for the Heights District's network of street and public uses areas. The product of Task 3 will be 1). a comprehensive Field Guide, establishing the base condition with technical analyses of the Adopted Heights District Plan and supporting policies and regulations and 2). A Place Guide including a preferred concept, supporting cost estimating, phasing, and supporting plans and strategies that establishes the framework for Task 4 Design Development Documentation and preparation of the 30% Design submittal

Subtask 3.1: Field Guide

The First Forty Feet Consultant team will obtain, assess, and review Project area background information and drawings including, but not limited to the Heights District Plan, Heights District Plan Appendices, Heights Final Planned Action Environmental Impact Statement, Draft Heights Plan District (HX Zone) regulations, Heights District Draft Urban Design Guidelines and other plans, standards, guidelines or documents identified and deemed necessary by the COV.

First Forty Feet team will create a Field Guide document consisting of a preliminary site plan drawing, and summary report of the Project limits (Appendix A) design criteria (guidelines and standards) and programming for public use areas, streets and rights of way. The Field Guide enables the Project Team to confirm the design intentions of the Heights District Plan, assess and evaluate existing conditions, including planned and in-process infrastructure improvements and identify areas for possible plan adjustments, modifications or deviations. The Field Guide will establish the base condition for developing preliminary concepts and alternatives and a preferred concept plan that will be taken to 30% Design. The Field Guide will consist of the following elements:

Subtask 3.1.1 Project Guidelines, Standards, and Program Elements

The FFF Team will prepare a summary of the Heights District Project design guidelines, standards, and program elements for the Project area in excel spreadsheet and/or plan diagram exhibits for COV staff concurrence. Guidelines, standards and program elements will include but not be limited to:

- *Heights District streets*: including rights-of-way, typical street sections, and plans for E. Mill Plain Boulevard, MacArthur Boulevard, N. Devine Road (Mill Plain Boulevard to MacArthur Boulevard, N. Devine Road (Southeast Idaho Avenue to East 18th Street), N. Andresen Road, and , East McLoughlin Area Safety Improvement Project
- *Tower Mall Redevelopment Area internal streets*: adopted Plan rights-of-way and typical street sections consisting of the Loop Street (retail, residential, and festival street segments), Standard Street, and Internal Street
- *Planned round-a-bouts*: including conceptual drawing plans and sections for RAB's at N Devine Road and N Andresen Road
- *Planned BRT Stations*: as-built drawing plans and sections for stations at E. Mill Plain Boulevard and N. Devine Road and at E. Mill Plain Boulevard and N. Andresen Road.

- *Public realm and open space*: guidelines for the area (AC), location, program elements, and use activities
- *Public Art and Wayfinding*: guidelines for art and signage location, art features (representing culture, history and environment), art typologies, signage type and standards; and gateway elements (natural v. built)
- *Gateways*: guidelines for the Mill Plain and MacArthur intersection,
- *Stormwater BMPs*: guidelines for bio retention, overflow, and silva cell facilities for Loop retail, Loop residential, and internal street typologies
- *Landscaping*: Tree CAP Standards, HX zone landscape standards, and native/adaptive plant species list
- *Urban forestry BMP*: guidelines for soil volume amendments/silva cell details

Roadways and utilities will include but not be limited to:

- Right-of-way
- Lane widths
- Curb return radii
- Sidewalks and curbs
- Curb extensions
- Universally accessible curb ramps
- Roadway cross-section
- Roadway section depth
- Design speed
- Design vehicle
- Transition tapers
- Max. and min. profile grades
- Vertical curve criteria
- Water/Sewer Mains
- Dry utilities (non-city)
- Planting Types

Subtask 3.1.2 Project Preliminary Base Map

FFF and PBS will develop a preliminary base map of the Project area inclusive of planned projects identified by the COV affecting the Project area. The FFF Team will compile a comprehensive list of base data to be provided by the COV map (readily available plans, drawings, GIS, and CAD files) that is necessary to develop a preliminary base.

The preliminary base map is intended to establish the base condition for streets, transit facilities, Cemetery trails and public use areas (Civic Park, Neighborhood Park and Pocket Parks) within the Project limits and will be updated as needed and based on PBS completion of the topographic/existing conditions survey and development of the surface model. A boundary resolution and topographic/existing conditions base map showing mapped features and utilities collected from both field survey and as-built plans will be prepared as indicated in Task 4.

Subtask 3.1.3: Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation

FFF will prepare an assessment and evaluation of the retail components of the activity center, civic park/plaza, neighborhood park and internal street alignments based on the criteria and fundamental characteristics for supporting retail, active public use areas and maximizing development potential within the Tower Mall Redevelopment Area. FFF criteria and fundamental characteristics will consider:

- Edge-to-edge retail configuration on both sides of the retail street
- Adequate drive-by traffic (5,000-15,000 ADT), visibility, and direct retail access
- Retail street design with on-street parking, bicycle access and parking, wide sidewalks to support through pedestrian movement, retail display, outdoor seating and furnishings.
- Plaza activated on all sides, highly visible and directly accessible from surrounding streets
- Potential access and easement issues with the internal streets layout and impacts on private parcels.

The FFF Team will identify issues, possible challenges and recommendations for potential modifications to be addressed with COV in a Heights Project Field Guide Work Session.

Subtask 3.1.4 Field Guide Document

First Forty Feet team will create a Field Guide document consisting of a site plan drawing (preliminary base map), and summary report of the Project limits design criteria and programming for public use areas, streets and rights of way (Subtasks 4.1.1-4.1.3) The Field Guide will establish the base condition for developing preliminary concepts and alternatives and a preferred concept plan that will be taken to 30% Design.

The work session is intended to:

- Confirm placemaking features to be considered, including the Civic Building, interim programming for public area activation, public art integration and wayfinding
- Confirm the base condition design framework, right-of-way elements, roadway design, street sections, public spaces, and stormwater facilities.
- Determine areas of flexibility vs. confirmed design decisions for the adopted Plan.
- Address potential issues and project challenges identified in the assessment and evaluation.

Subtask 3.2: Place Guide

The First Forty Feet Team will create a Place Guide that will enable the FFF Team to measure and assess design concepts and implementation decisions that responds to and promotes the intent and function of the Heights District Plan's character areas (gateways, activity center, innovation hub and residential neighborhood) and is supported by the FFF Team's extensive experience in mixed-use and transit-oriented development, urban design, public gathering, and placemaking.

The FFF Team will distribute lead responsibilities for the Place Guide's preliminary concepts, concepts refinement and a preferred concept plan for the Project limits (Appendix A) as indicated:

FFF will lead concepts development for the layout and planning for the:

- Tower Mall Redevelopment Area's internal streets and Grand Loop,
- Surrounding Project's streets including E. Mill Plain Boulevard, N. Devine Road, MacArthur Boulevard, and Andresen Road
- Planned Civic Building

- Public Art Integration, Gateways and Wayfinding

WM will lead concepts development for the layout, programming and maintenance of public use areas including:

- Civic Park
- Neighborhood Park
- Cemetery Trail connections
- Landscape design for streets and public use areas

PBS will lead concepts development for the layout of the:

- Project areas Intersections and Round-a-bouts

Concept Development drawings will be prepared in a manner consistent with technical design documentation and illustration for public engagement.

- PBS will be responsible for managing the overall Project concept development technical drawing file(s).
- FFF will be responsible for managing the overall Project concept development illustrative plan file(s).

Subtask 3.2.1 Project Placemaking Work Session

FFF and WM will lead placemaking for the Project guided by the Heights District Plan Appendices, and site investigation to develop thematic elements within the streets and public uses areas that define the spirit of place, is authentic, establishes continuity, and implements the Heights District Plan's vision for a vibrant, connected neighborhood center.

FFF and select team members will facilitate a design intention and placemaking work session with the PMT and TAC to discuss unique site qualities and characteristics that can support an identifiable place and help to guide the project narrative, core placemaking parameters (place brand) and determine:

- History, culture, and environmental qualities and characteristics that help define themes and inform design elements
- Place strategy and brand platform – The Heights and The Grand Loop
 - Brand Narrative
 - Experience Strategy

Subtask 3.2.2 Preliminary Concepts

FFF Team will build upon the Heights District Plan and develop preliminary concepts that reflects the design intent and meet the program elements identified in the Field Guide.

The FFF Team will prepare up to (2) base concept alternative variations of the base condition developed in the Field Guide for placemaking within the Project area including designs for roadway alignment, intersections and roundabouts, streetscape and placemaking elements, public use area concepts for the Civic Park, Neighborhood Park and pocket parks, public art integration, gateways, wayfinding, bike and pedestrian trails and connections, and enhanced transit access facilities. The base condition and concept alternative variations will be developed as plan drawings, sections and 3-D views and illustrated for use in preliminary concepts review with the COV and Engagement Milestone #1- Design Confirmation sessions. Preliminary concepts will include:

- Overall Masterplan: site layout for the Loop, Civic Park, Neighborhood Park, pocket parks, MacArthur Boulevard, Mill Plain Boulevard, Roundabouts at Andresen/MacArthur and Devine/MacArthur, and the Lieser Road/MacArthur Boulevard intersection.
- Preliminary Plans: layouts and three-dimensional details for the design and function of streets, intersections, multi-use trails and public use areas.
- Preliminary Details: identify alternatives for the design, and arrangement of paving materials, and stormwater management.
- Preliminary Elements: the type, location, and detail alternatives for wayfinding and interpretive signage, lighting, sidewalk and public area furnishing and landscape design character.

Subtask 3.2.3 Public Arts, Gateways and Wayfinding Plan

First Forty Feet and Walker Macy will develop a draft and final Public Arts Integration Plan highlighting opportunities to integrate a variety of public art typologies and locations, and a Gateways and Wayfinding Plan defining wayfinding elements including navigational and interpretive signage and design and techniques for district Gateways.

Subtask 3.2.4 Civic Building Concept (Civic Plaza)

First Forty Feet will explore and develop up to (3) design concepts for the Civic Plaza Public Building and facilitate work sessions with the PMT and TAC to discuss and review building location, orientation, massing, programming, desired frontages, and plaza activation. First Forty Feet will prepare development scenarios and 3-D illustrations for the following design elements:

- Operations and Potential Use (Tenant)
- Public Rooftop Terrace
- Public vs. Private Areas
- Signature Architectural Elements

Subtask 3.2.5 Preliminary Concepts Cost Assessment

DCW will provide costs for specific preliminary concept plan elements to support decision-making for refinements of preliminary concept elements.

- Prepare an opinion of probable construction costs during this stage for up to ~~three~~ two masterplan concepts and alternative variations including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

Subtask 3.2.6 Interim and Long-Term Public Use Areas Programming

FFF and WM will outline a menu of viable interim and long-term programming concepts and explore design strategies that could catalyze activation of public use areas including a determination of capacity limits for a variety of activities, associated utilities, storage and parking needs. These strategies could come in the form of park elements, public trails, temporary bicycle facilities, civic spaces, street murals, food carts, gathering spaces, event spaces, etc. The interim and long-term public use typologies will focus on the following:

- Create a destination Day One.

- Interim activation and placemaking
- Establish momentum for future development
- Messaging of The Heights brand story
- Leverage existing site assets and connections
- Utilities, parking and storage needs

Subtask 3.2.7 Preliminary Concepts Technical Analysis

The FFF Team will prepare an analysis summary and evaluation of the preliminary concept's alternatives. Findings of the COV review and summary of community engagement sessions, and where work has been completed for traffic analysis, topo/model surveys, tree, archeological and geotechnical survey, will be used to evaluate the preliminary concepts and potential critical issues to address in development of the preferred concept

Preliminary Concepts Technical Analysis Report

Aspects to be included in the evaluation and concept analysis report will be:

- Critical issues identification
- Traffic operations
- Development feasibility phasing
- Potential phasing
- Costs
- Public space programming
- Refinement recommendations for a preferred master plan concept

Subtask 3.2.8 Preferred Concept Plan

Based upon the findings and recommendations of the preliminary concepts' analysis report with the COV to determine key design refinements for a preferred concept plan. The preferred concept plan will consist of design elements for the Project area streets and public use areas consisting of

- Preferred Overall Project area Masterplan: site layout for the Loop, Civic Park, Neighborhood Park, Devine Road, Andresen Road, MacArthur Boulevard, Mill Plain Boulevard, Roundabouts at Andresen/MacArthur and Devine/MacArthur, and the Lieser Road/MacArthur Boulevard intersection
- Preferred Plans: dimensional plan layouts and typical conditions for all roadways and public use areas. Plan drawings will include landscape, paving, site furnishings, lighting, and stormwater bio-retention
- Preferred Details: identify the types, structural design, and arrangement of paving materials and stormwater management.
- Preferred Elements: identify the type, location, and materials specifications for lighting, furnishing and landscape street elements.

Subtask 3.2.9 Preferred Concept Cost Assessment

DCW will provide costs for specific preliminary concept plan elements to support decision-making for refinements of preferred concept elements.

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in a format compatible for COV review and editing.

- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction

Subtask 3.2.10 Preferred Concept Technical Analysis

Based on the preferred concept the FFF Team will prepare a technical analysis accounting for the infrastructure improvements listed below.

Preferred Concept Technical Analysis Report

Aspects to be included in the technical analysis report will be:

- Development site layout
- Roundabout intersections
- Signalized intersections
- Roadway alignments
- Vertical alignments
- Multi-Use Pathway alignments
- Public use areas and programming (Civic Park and Neighborhood Park)

The FFF Team shall refine the preferred concept level design sufficient to establish horizontal construction limits, quantities and major construction activities. The design will have horizontal and vertical control developed that meets appropriate design standards. Consultant shall prepare a drawing stamped "preliminary" for each concept. The drawing shall utilize the consultant provided ortho-rectified drone aerial imagery, topographic survey, GIS boundary and environmental data. Geometric design elements that do not meet design standards shall be identified as needing a design exception. Consultant shall analyze each concept and determine the potential benefits and impacts associated with construction of the proposed concept. Potential benefits and impacts to be considered include, but are not limited to, right-of-way, safety, utilities, construction costs, permitting and environmental impacts.

Subtask 3.3: Place Guide document

The Place Guide document shall include all desired program elements, cost, phasing, and a preferred master plan developed during the preliminary concepts and preferred concept development tasks including:

- Preliminary Concepts and Preferred Concept Layout Plans and Design Details
- Preliminary Concepts and Preferred Concept Graphic Illustrations
- Public Art, Wayfinding and Gateway Plan
- Interim and Long-term Programming Strategy
- Public Building Concept Alternatives
- Preliminary Concepts and Preferred Concept Cost Estimates
- Preliminary Concepts and Preferred Concept Technical Analyses
- Preferred Concept Plan Graphic Illustrations

Subtask 3.4: Capital Investment Strategy

In order to inform a Capital Investment Strategy for the Project, the First Forty Feet Team will explore funding opportunities and prepare an infrastructure funding strategy. The Capital Investment Strategy will include a phasing assessment to identify the areas of initial development.

Subtask 3.4.1 Infrastructure Funding Opportunities

LCG will lead this task, with input from FFF Team and the COV.

- Leland Consulting Group (LCG) will lead this task, with input from FFF, PBS, Walker Macy, DCW Cost Management, other team members. The City may provide input.
- The goal will be to generate a “laundry list” of potential funding sources that could fund infrastructure and operations at the Heights. LCG will facilitate one or two team meetings to brainstorm potential funding sources and assign specific research to different team members. For example, PBS is already aware of a number of specific funding opportunities for transportation infrastructure. LCG and the team will generate potential funding sources for the following plan elements:
 - Capital Improvements
 - Streets
 - Water
 - Sewer
 - Land Acquisitions
 - Stormwater improvements serving streets and private development
 - Parks
 - Operations of the parks and/or district. (This analysis will not evaluate funding sources for the operations of water, sewer, or other public utilities.)
- LCG and the FFF team will document the potential to secure funds from:
 - Land sales or leases
 - Infrastructure built by developers/property owners
 - Impact fees dedicated to the site
 - District-scale funding sources such as tax increment financing (TIF), local improvement districts (LID), and Business Improvement Districts (BID).
 - City sources such as Capital Improvement Plans
 - SW Washington Regional Transportation Council, e.g., Transportation Alternatives grants
 - Existing special districts, if any
 - State grants such as Transportation Improvement Board (TIB), Ecology, and others TBD.
 - Federal grants such as RAISE or BUILD grants.
- For each funding source, LCG and/or other team members will document:
 - The types of projects funded by the source
 - Approximate amount of likely funding, which may be based on past allocations.
 - Funding criteria
 - Web site and/or contact information
 - Other information.

Subtask 3.4.2 Infrastructure Funding Strategy

LCG will prepare an infrastructure Funding strategy that will include

- A list of all infrastructure projects and costs from FFF, PBS, and/or other team members. This shall be the uses of funds.
- Using the uses of funds and results of the above task documenting potential sources of funds, LCG will prepare a draft source and uses spreadsheet. Each use (project) will be assigned to one or more sources of funding that appear to be the most likely funding sources. Each project will have its own row in the spreadsheet. Each project will be assigned a year of construction, based on input from LCG

and the team. Costs for future years can be escalated on the basis of guidance from DCW, PBS, or based on LCG's assessment.

- Project uses will be deducted from sources to show a funding surplus or gap. The spreadsheet will be dynamic and allow LCG, the City, and/or team members to make different assumptions about funding sources and uses, and then see the resulting total funding burden that accrues to each major party, funding surplus/gap, and other information.
- DCW will provide costs for specific project elements to inform the Funding strategy
- DCW will identify how costs were developed and provide recommendations from a cost perspective

Subtask 3.4.3 Phasing Assessment.

FFF and Leland Consulting Group (LCG) will assess The Heights District Plan in order to identify areas most likely to develop first, and the associated early-phase infrastructure that will be needed:

- Based on conversations with City staff, a review of the land use program, assessment and evaluation of conditions affecting development, the team will identify possible near term development types and locations on the site where early phase development is most likely to occur.
- Identify critical infrastructure that will support early phase development. With FFF, prepare conceptual infrastructure phasing plan that responds in part to the uses that are most viable in the near term.

Assumptions:

- PMT & TAC Meetings: The FFF Team will meet with the PMT and TAC to review and gather feedback on Subtask 3.1.1 Project Guidelines, Standards, and Program Elements; 3.1.2 Project Preliminary Base Map; Subtask 3.1.3: Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation; Subtask 3.1.4 Field Guide Document; Subtask 3.2.2 Preliminary Concepts; Subtask 3.2.3 Public Arts Integration, Gateways and Wayfinding Plan; Subtask 3.2.4 Civic Building Concept; Subtask 3.2.5 Preliminary Concepts Cost Assessment; Subtask 3.2.6 Interim and Long-Term Public Use Areas Programming; Subtask 3.2.7 Preliminary Concepts' Analysis Report; Subtask 3.2.8 Preferred Concept Plan; Subtask 3.2.9 Preferred Concept Cost Assessment; Subtask 3.2.10 Preferred Concept Technical Analysis; Subtask 3.3 Place Guide; 3.4.1 Infrastructure Funding Opportunities; Subtask 3.4.2 Infrastructure Funding Strategy; Subtask 3.4.3 Phasing Assessment.
- Following each review meeting COV will provide the FFF Team with a consolidated list of comments and issues to resolve and meet with the FFF Team to direct any changes necessary to finalize subtask documentation.
- City Council Meetings: The FFF Team will attend and facilitate with COV a City Council meeting to review and gather feedback on Subtask 3.1.4 Field Guide Document Subtask 3.2.7 Preliminary Concepts' Analysis Report; Subtask 3.2.10 Preferred Concept Technical Analysis; Subtask 3.3 (Draft) Place Guide.
- Following each City Council meeting COV will meet with the FFF Team to direct any changes necessary to finalize subtask documentation.

Deliverable:

Task 3 Master Plan (Field Guide and Place Guide):

1. Draft and Final Project Guidelines, Standards and Program Elements
2. Draft and Final Project Preliminary Base Map
3. Draft and Final Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation

4. Draft and Final Field Guide Document
5. Draft and Final Placemaking Guiding Principles
6. Draft and Final Preliminary Concepts and Preferred Concept Layout Plans (3)
7. Draft and Final Preliminary Concepts (20)
8. Draft and Final Public Art, Wayfinding and Gateway Plan
9. Draft and Final Interim and Long-term Programming Strategy
10. Draft and Final Civic Building Concept Alternatives (3)
11. Draft and Final Preliminary Concepts and Preferred Order of Magnitude Cost Estimates
12. Draft and Final Preliminary Concepts and Preferred Concept Technical Analyses
13. Preferred Concept Plan Graphic Illustrations (15)
14. Draft and Final Place Guide
15. Draft and Final Capital Investment Report documenting the above information. Spreadsheets summarizing calculation of TIF, LID, and analysis of other specific funding sources.
16. Draft and Final Capital Investment Excel sheet and concise summary emails or memoranda; 2 to 3 meetings with City and Team to discuss process, proposed cost allocation, findings and recommendations.
17. Draft and Final Phasing Assessment (one or more) annotated maps showing early-phase development and associated development types;
18. Draft and Final Phasing Assessment memorandum describing the team's rationale for recommending certain development types and/or areas to be developed in early phases.

Task 4: Design Development Documents

Subtask 4.1: Programmatic Elements and Design Criteria

The First Forty Feet Consultant Team will confirm the programmatic elements and summarize the project design standards and decisions that apply to the preferred concept master plan in an excel spreadsheet and illustrative exhibit for City staff concurrence.

Design Memorandum:

PBS will summarize the roadway design standards and decisions in an excel spreadsheet for City staff concurrence. Standards will include but not be limited to:

- Proposed right-of-way
- Facility section widths
- Curb return radii
- Roadway and trail cross section
- Pavement section depths
- Design speed
- Design vehicle
- Transition tapers
- Maximum and minimum profile grades
- Vertical curve criteria
- Illumination pole and fixture
- Photometric analysis

- Travel lane configurations
- Pedestrian crossing enhancements with possible rectangular rapid flashing beacon (RRFB) or pedestrian hybrid beacon (PHB)
- Signing and striping standards

Roundabout Design Documentation:

Consultant will verify and summarize the roundabout designs per the WSDOT Design Manual, results will be documented in exhibits depicting:

- Fastest Path
- Truck turning movements
- Sight distance exhibits
- Level of service analysis

Assumptions:

- City will provide 10% roundabout concept designs, traffic analysis, and costs at McArthur Devine and N. Andreesen intersections
- Areas designed within this task are within the limits depicted in Appendix A

Deliverables:

- Draft and Final Design memorandum
- Draft and Final Design Criteria Matrix

Subtask 4.2: 30% Preliminary Design Documentation

The FFF Team will develop preliminary documents to the 30% design stage based on preferred concept selected by the city. These documents will be used to assist the establishment of the overall project footprint and permitting process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the preferred infrastructure improvements will be established, preliminary right-of-way impacts defined, and support decisions required to generate construction details have been made.

Develop site development Infracore model and flight path for use in Project outreach.

30% Design Plans, Reports, and Estimate:

The 30% plan set shall include the following sheets:

- Cover sheet (1 sheet)
- General notes and legend sheet (2 sheet)
- Typical sections (10 sheets)
- Site prep/demolition plans (50 sheets)
- Plan over profile sheets showing basic roadway geometry information, channelization, and stormwater. (90 sheets)
- Major intersection layout plans (7 sheet)
- Stormwater facility plans (45 sheets)

- Water/sewer/utility plans (90 sheets)
- Signal and RRFB/PHB plans (10 sheets)
- Neighborhood Park and Civic Plaza Landscape plans (10 sheets)
- Landscape plans streetscape, illumination, RAB and details (55 sheets)

30% Preliminary Design Documentation Review

Subtask 4.2.1: 30% Design Cost Assessment

DCW will provide costs for specific preliminary concept plan elements to support decision-making for refinements of preferred concept elements.

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in a format compatible for COV review and editing.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

30% Design Cost Assessment Review

Assumptions:

- 30% plans will be based on the preferred solution from Project Place Guide
- Areas designed within this task are within the limits depicted in Appendix A
- Cost estimates will be maintained as live throughout delivery of project in support of alternatives developed through to the 30% design

Deliverables:

- 30% plans and cost estimate (PDF of the plan set, and cost estimate)
- Draft stormwater report
- Infracore Video

Subtask 4.3: Project Phasing Summary Plan:

During Task 3 Master Plan and to be refined upon completion of the 30% plans, the consultant will provide Project Phasing Summary Plan depicting the following for each phase of work the consultant team will work with PMT to establish a phasing plan for the project. This task will identify construction phases based upon owner input anticipated available funding, and constructability. The FFF Team will establish individual phase timelines and cost estimates that are aligned with the financial planning deliverables.

- Graphic depicting project footprint and improvements
- List of phases required to be completed prior to current phase
- List of phases that can be built after current phase completion
- List of anticipated challenges
- List of anticipated benefits
- Cost estimate outlining phased improvements

- Funding strategy plan

Assumptions:

- Project phasing plan will be based on meetings with City, Stakeholders, traffic system operational limitations, and future programed funding
- Project team will coordinate with City to define cost estimate pricing, contingency numbers, and escalation cost to account for assumed timing for phased construction

Deliverables:

- Project phasing plan and staged costs

Subtask 4.4: Utility Coordination

Franchise Utility Coordination

PBS will contact franchise utilities within the project limits and obtain existing system mapping and discuss service requirements for the redeveloped Heights District.

A utility reconnaissance of the project corridor will be conducted to determine visual evidence of underground and aboveground utility facilities and confirm utility provided facility maps and project base map completeness.

Clark Public Utilities

Consultant will meet with Clark Public Utilities to review power service capacity for the redeveloped Heights District, potential power demand, power infrastructure improvements, and location of substations. Potential phasing of improvements will be discussed and potential uses that would necessitate facility upgrades will be evaluated. Building sizes and uses will be required to finalize system impacts and requirements, but conceptual level discussions will be based on the adopted Master Plan. The Consultant will also explore the possibility and location of joint utility trenches to facilitate service for multiple franchise utilities into the Heights District. Meetings will also discuss opportunities to extend power into the Heights District while keeping service to the existing buildings and strategies for retrofitting power service as proposed blocks redevelop.

Cable/Phone Utilities

Consultant will meet with providers of Cable and Telephone utilities to discuss existing service into the Heights District and requirement to provide high speed Cable and Phone service. Conceptual strategies for routing service and required system upgrades will be discussed. Potential phasing of improvements will be discussed and uses that would necessitate facility upgrades will be evaluated. Building sizes and uses will be required to finalize system impacts and requirements, but conceptual level discussions will be based on the adopted Master Plan. The Consultant will also explore the possibility and location of joint utility trenches to facilitate service for multiple franchise utilities into the Heights District. Meetings will also discuss opportunities to extend new utility service into the Heights District while keeping service to the existing buildings and strategies for retrofitting utility service as proposed blocks redevelop.

Northwest Natural

Consultant will meet with Northwest Natural to review gas service capacity for the redeveloped Heights District, potential demand, and required infrastructure improvements. Potential phasing of improvements will be discussed and uses that would necessitate facility upgrades will be evaluated. Building sizes and uses will

be required to finalize system impacts and requirements, but conceptual level discussions will be based on the adopted Master Plan. The Consultant will also explore the possibility and location of joint utility trenches to facilitate service for multiple franchise utilities into the Heights District. Meetings will also discuss opportunities to extend gas into the district while keeping service to the existing buildings and strategies for retrofitting gas service as proposed blocks redevelop.

Assumptions:

- Franchise Utilities will provide system maps for service to the Heights District
- Additional right-of-way and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.
- City utilities such as fiber optics, water, and sewer will be considered during utility coordination

Deliverables:

- Meeting agendas and summaries for each utility meeting (3 total)
- Alternative analysis and 30% design: existing utilities identified and marked up on survey base mapping
- Joint utility location coordination in support of transportation system and development blocks (assumes up to 6 utility companies)

Subtask 4.4.1: Public Utility Coordination and Design

Sanitary Sewer and Water

- Consultant will review City provided system maps for sanitary sewer, water and storm sewer and confirm preferred connection points for service to the Heights District
- Consultant will work with City utility engineering staff to estimate the require sanitary sewer and water requirements for the new development.
- Anticipated building sizes, uses, and flows will be documented in a Utility Design Report and will be used for preliminary design purposes.
- Consultant will review the water and sewer service to the existing buildings and evaluate the need for re-routing the existing service lines to accommodate the proposed street infrastructure.
- Consultant will develop the proposed sanitary sewer main line routing and conceptual service line locations for each new development block. Sewer routing will be included in the 30% Design Plans.
- Consultant will develop the proposed water main network to serve the development with pipe sizes confirmed with the City of Vancouver. Conceptual water service and fire protection service lines will be located for each block and included in the 30% Design Plans.

Assumptions:

- City will provide utility plans, GIS, and other supporting documents for existing City utilities within the project corridor
- City will provide guidance on sewer main sizes for the Heights District
- City will provide guidance on water main sizes, available pressure, and connection points for the water network

Deliverables:

- Meeting agendas and summaries for each utility meeting (2 total)
- Utility Design Report

Subtask 4.5: Surveying

Subtask 4.5.1: Surveying and Base Map

PBS will perform boundary/right-of-way resolution, topographic/existing conditions surveying, data collection and pre-construction record of survey services to include the following:

1. Establish a densified control network throughout the project limits based on a horizontal datum of NAD 83/2011 (2011.00 Epoch)- Washington State Plane Coordinate System, South Zone 4602 (City of Vancouver Horizontal Survey Datum utilized for the May 2020 Tower Mall Existing Conditions Survey) and vertical datum of NGDV29 (City of Vancouver Vertical Survey Datum). The Heights project limits for survey services are defined in red on the included "Heights Project Limits" exhibit map.
2. Conduct research of existing records for information on property deeds, surveys, plats, highway and road rights-of-way and easements within the Heights project limits.
3. The survey field crew will collect field data (property corners, right-of-way/ centerline monuments, City of Vancouver existing survey control and physical boundary/right-of-way features) in the Heights project area and relevant to the project site. The project surveyor will then review research and field data and determine the right-of-way location and any interior or adjoining property line locations necessary for legal descriptions and exhibit maps to establish right-of-way acquisitions and easement takes.
4. Order and obtain title reports for properties within the interior of the Heights project limits and pertinent properties along the project right-of-way corridor (20 reports estimated).
5. "The project team will take previously defined right of way within the Heights Project District area for initial integration to broader right of way assessments throughout all infrastructure improvements.
6. Perform topographic/existing conditions survey sufficient for 30% civil design level within the limits shown on the attached "Project Limits" exhibit (Appendix A). It is understood that the topographic/existing conditions survey will be mostly established via the UAS flight (provided necessary waivers are obtained and the UAS flight can be carried out safely along project roadways). PBS will supplement data derived from the UAS flight with ground survey (total station, laser scanning, GPS) in major intersection areas (approximately 6-8 locations) to be identified by the Civil design team and within areas of tree canopy/aerial obstructions. PBS will conduct research of existing records for information on available as-built and utility maps, request One-Call utility locates within the public right-of-way, and coordinate with Mt View Locates to obtain conductible underground utility locates outside of the public right-of-way (private properties within the Heights project limits). PBS will field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, grave markers, etc.), including cross sections necessary to produce one foot contour intervals based on UAS and ground survey data points. Topographic/existing conditions survey will also include targets for an aerial drone (UAS) survey to produce high resolution ortho-rectified imagery and point cloud data within available open areas.

7. Prepare an existing surface model reflecting collected topographic survey and break lines from the combination of UAS and ground survey data.

Base Map

Upon completion of the topographic/existing conditions survey and development of the surface model, PBS will prepare a boundary resolution and topographic/existing conditions base map showing mapped features and utilities collected from both field survey and as-built plans.

Site Visits

PBS will conduct routine site visits to verify office mapping and data collection fits field conditions for accuracy and completeness.

Project Photos

PBS will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. PBS will use photographs to document pre-project conditions.

Assumptions:

- Access to the private properties requiring survey outside of the public right-of-way will be provided.
- Title reports will be billed as an expense. Approximately 55 title reports are estimated along the project corridor.
- Traffic control (flagging) will be billed as an expense for all work conducted within the travel lanes or intersections of the public right-of-way. When possible, PBS Survey will use the drone to obtain planimetric and spot shot elevation information. However, certain features (survey monuments, storm/sanitary pipe inverts) will require our physical presence in order to obtain accurate information or to validate record information.
- Traffic control plan (TCP) will be provided by the traffic control company providing necessary flagging and billed as an expense.
- Signalized intersection interruptions will need to be coordinated between the City of Vancouver and PBS Survey to coordinate adequate traffic control in these areas if necessary.
- The project is located within FAA Class "C" airspace. It is assumed PBS UAS Department will obtain the necessary waivers and permissions to fly the Heights project limits at a safe and effective altitude. If waivers are not able to be obtained, we will consult with one of our manned aircraft photogrammetry service providers and revise the flight costs accordingly.
- Private conductible underground utility locates will be billed as an expense.
- Interior property line locations, existing conditions and ownership will most likely change over the duration of the project. In this event, PBS will obtain updated title reports and make occasional field visits to track changes and note additional time required to account for the updating of new information.

Deliverables:

- Topographic/Existing Conditions Survey in Civil3D (CAD) and pdf format
- Surface Model (DTM)
- Base map with UAS (drone) imagery

- Project Photos
- Pre-Construction Record of Survey recorded with the Clark County Survey Department

Subtask 4.5.2: Tree Survey

PBS will provide arborist services and conduct a tree inventory survey with species, size (DBH), and general condition (health). Trees greater than 6" DBH will be surveyed and numerically tagged in coordination with the overall survey scope. PBS will provide documentation in a technical report with assessment methodology, itemized and numbered tree inventory spreadsheet, health with observed conditions and plan view exhibits.

Deliverables:

- Tree inventory in CAD with layer control and corresponding point/tree tag ID numbers
- Tree Assessment Report and Inventory Spreadsheet

Subtask 4.5.3 Right-of-Way Plans

The Consultant shall create the preliminary right-of-way plans and exhibits based on the 30% design. ROW plans and exhibits will be developed to City of Vancouver standards. Plans and exhibits will show in fee acquisitions along with temporary acquisitions. Once comments are received from the City staff, the consultant will update the draft right-of-way plans and develop landowner communication exhibits for communication with adjacent impacted landowners.

Right-of-way plans and property owner exhibits describing right-of-way impacts will be prepared in support of describing project acquisitions.

Assumptions:

- Draft right-of-way plan will be developed based on project limits shown in Appendix A
- A total of XX landowner communication exhibits will be prepared.

Deliverables:

- Prepare draft and final right-of-way plans based on impacted plans described in subtask
- Prepare exhibits for property owner discussions

Legal Descriptions and Exhibits (Reserved)

Survey Design Validation (Reserved)

Subtask 4.5.4 Archaeological Survey

AINW will conduct an archaeological survey for the Project area to meet local development review under Vancouver Municipal Code (VMC 20.710.080), review by the Washington State Department of Archaeology and Historic Preservation (DAHP), and in anticipation of state and federal laws regarding cultural resources that may be applicable. The area to be directly impacted, consisting of the City's proposed infrastructure improvements planned primarily on City-owned land and rights-of-way, will be surveyed for archaeological resources. Three known historic-period archaeological sites (45CL1441, 45CL1442, and 45CL1449) overlap the project area near the intersection between Devine Road and Mill Plain Boulevard.

Subtask 4.5.5 Pedestrian Survey and Shovel Testing

Archaeological survey fieldwork will consist of a pedestrian survey and shovel testing by hand to look for evidence of buried archaeological resources within the project area. Up to 40 shovel tests will be excavated

within the project area for the survey and to delineate the boundaries of the three known historic-period archaeological sites near the intersection of Devine Road and Mill Plain Boulevard. The shovel tests will measure 30 centimeters (12 inches) in diameter and will be excavated by hand at least 50 centimeters (20 inches) deep where possible. Excavation of the shovel tests may be extended using a bucket auger measuring 15 centimeters (6 inches) in diameter. Shovel testing will not be conducted in paved or graveled areas.

Subtask 4.5.6 Geotechnical Investigations

Because portions of the project are covered with asphalt and concrete, archaeological fieldwork will also include inspection of geotechnical investigations to document subsurface conditions. The scope includes up to two 10-hour days for an archaeologist to monitor and inspect geotechnical investigations.

Subtask 4.5.7 Park Hill Cemetery Boundary Confirmation

AINW will also assist with confirming the boundary of Park Hill Cemetery relative to the project following a removal of dedication procedure that occurred in 2018 following RCW 68.24.090. Park Hill Cemetery is a historic property that is eligible for listing in the National Register of Historic Places (NRHP). Confirmation of the cemetery's boundary will be accomplished through communication with the COV and with DAHP.

Assumptions:

- If artifacts are found during the archaeological survey, they will be photographed and documented in the field but not collected.
- Up to three archaeological resource forms (for known sites 45CL1441, 45CL1442, and 45CL1449) will be prepared and appended to the survey report, if evidence of these sites is encountered within the project area during the survey.
- If an archaeological site is identified during the survey that cannot be avoided by the project, additional archaeological work may be needed to evaluate its significance and assess the project's effects on the resource. A permit may also be needed from DAHP. If an archaeological resource is encountered during the survey, AINW will provide the City and project team with options and recommendations for any additional work that may be needed to comply with applicable state and/or federal laws regarding archaeological sites and permitting.

Exclusions:

If the project involves state capital funding in the future, a cultural resource survey (to include a historic resource survey in addition to the archaeological survey outlined above) may be needed to comply with Governor's Executive Order 21-02. If the project involves federal funding or permitting in the future, a cultural resource survey (to include a historic resource survey in addition to the archaeological survey outlined above) may be needed to comply with Section 106 of the National Historic Preservation Act. If the project will receive federal transportation funding in the future, a Section 4(f) analysis may be needed to comply with Section 4(f) of the United States Department of Transportation Act. Section 4(f) properties include publicly owned parks, recreation areas, refuges, and historic sites eligible for listing in the NRHP.

If needed, a historic resource survey would consist of documentation and evaluation of historic buildings and structures constructed 45 years ago or more. The historic resource survey would be conducted by a professional architectural historian to meet review by DAHP under SEPA, and/or to meet review under Executive Order 21-02 and/or Section 106 of the National Historic Preservation Act. Two historic resources within and adjacent to the project—Park Hill Cemetery at 703 N Devine Road and the City's Water Station No. 5 at 5401 Idaho Street—were previously documented and evaluated for NRHP eligibility. Park Hill Cemetery and Water Station No. 5 were each determined eligible for listing in the NRHP in 2020. If the project intersects

the parcels on which these historic resources are located, a professional architectural historian/historian may need to evaluate the effects of the proposed project on these resources.

Deliverables:

- AINW will develop a draft and final archaeological survey report prepared to meet local, state, and federal reviews that may be applicable. Up to three archaeological resource forms will be appended to the archaeological survey report.

Subtask 4.6: Geotechnical Engineering

Subtask 4.6.1: Geotechnical Site Evaluations

Current project plans include infrastructure design to support the future buildout of multiple City blocks. Development will include improvements to existing City streets as well as construction of new streets. Future buildout will require disposal of stormwater collected on City streets and will likely be accomplished using roadside swales, trenches, and drywells. PBS' current plans are to complete borings throughout the proposed development area to facilitate infiltration testing at depths of 5 and 20 feet below the existing ground surface (bgs), perform laboratory testing for correlation to hydraulic conductivity, and measure the depth to groundwater (if present within 30 feet of the ground surface). PBS will provide input regarding appropriate standard pavement sections based on soil type and consistency/relative density.

Subtask 4.6.2: Geologic Map Review

Geologic maps of the site area will be reviewed for information regarding geologic conditions at or near the site.

Subtask 4.6.3: Subsurface Exploration

Subsurface conditions will be explored by completing eighteen (18) borings using a truck-mounted drill rig. Borings will be advanced to depths of 30 feet bgs or practical refusal of the drilling equipment, whichever occurs first. In situ, standard penetration tests will be performed at 2.5- to 5-foot intervals. The borings will be logged, observed groundwater levels noted, and representative soil samples collected by a member of the PBS geotechnical engineering staff. Cuttings will be drummed and disposed of offsite.

Subtask 4.6.4: Piezometer Installation

Seven (7), 2-inch diameter PVC piezometer casings with 10 feet of screen will be installed at the site, one in each of two borings, to collect groundwater data during the required monitoring period. The piezometers will be equipped with a locking cap and protected with a flush, traffic-rated aluminum well monument. Data will be collected daily using pressure transducers and data loggers and will be downloaded twice during the monitoring period.

Subtask 4.6.5: Field Infiltration Testing

Eighteen (18) cased-hole, falling-head infiltration tests will be completed, one in each boring, at depths of 5 or 20 feet bgs in general accordance with City of Vancouver test procedures. A soil sample will be collected immediately below the infiltration test depth for laboratory testing. Borings will be extended up to 10 feet below the infiltration test depth.

Subtask 4.6.6: Soils Testing

Samples will be returned to our laboratory and classified by the Unified Soil Classification System (ASTM D2487) and/or the Visual-Manual Procedure (ASTM D2488). Laboratory tests may include natural moisture contents, Atterberg limits, and grain-size analyses, as appropriate.

Subtask 4.6.7: Geotechnical Engineering Analyses

The data collected during the subsurface exploration, literature research, and testing will be analyzed to develop geotechnical recommendations for design and construction.

Assumptions:

- Soil samples collected during the investigation will be stored for a minimum of 60 days after completion of subsurface exploration. Additional storage time may be requested for a monthly fee.
- PBS will complete a “one call” public utility notification and subcontract a private utility locate prior to beginning subsurface explorations. All reasonable efforts will be made not to damage any existing slabs, asphalt, landscaping, or underground utilities or sprinklers, etc.; however, PBS will not be responsible for repair costs associated with any damage to such improvements.
- Environmental services are not included in this geotechnical proposal. In the event environmental contamination is encountered during fieldwork, the Client will be notified immediately. PBS can provide these services, if requested, for an additional fee.
- Full-time traffic control required when performing geotechnical investigations within City streets.

Deliverables:

A geotechnical engineering report will be prepared containing the results of the PBS work, including the following information:

- Field exploration logs and site plan showing approximate exploration locations
- Laboratory test results
- Infiltration test results
- Groundwater considerations
- Recommended standard pavement sections based on subgrade soil type and consistency/relative density
- Recommendation on the use of native backfill for utility trenches.
- Signal pole foundation parameters
- Geotechnical Design Validations (Reserved)

Subtask 4.7: Traffic Engineering

A traffic impact analysis (TIA) memorandum, dated August 30, 2019 by HDR, was prepared for The Heights District redevelopment plan. It addresses redevelopment within Zones 1, 2 and 3 in the vicinity of the Tower Mall area, which are planned to include 1,340 residential units and 204,000 square feet of commercial space as replacement for the existing under-utilized 258,000 square feet of commercial space. The TIA assumed no new commercial trips. Between the bus rapid transit (BRT) system currently being built on Mill Plain Boulevard and the planned multi-modal transportation improvements within the district, the TIA assumes a 6% reduction in trips. The original TIA assumed all new trips to be related to the proposed residential land use. During the AM peak hour 400 net new trips are estimated, with 100 entering and 300 exiting. During the PM peak hour 600 net new trips are estimated, with 370 entering and 230 exiting.

At the November 30, 2021, meeting, the City expanded the scope of work to include updating the TIA to address the replacement of the commercial land uses to the many years of vacant space at the Town Mall.

The TIA assumed roundabouts will be installed at the MacArthur Boulevard/Andresen Road and MacArthur Boulevard/Devine Road intersections.

To maintain an acceptable level of service at studied intersections, a trip accounting system is proposed to verify trips generated by the proposed land uses do not exceed the new trips analyzed in the TIA. Multi-modal improvements are proposed to connect with the proposed trail on MacArthur Boulevard and the BRT system on Mill Plain Boulevard. These include crosswalks at uncontrolled locations on both Mill Plain Boulevard and MacArthur Boulevard as well as narrowing MacArthur Boulevard, which may require traffic signal modifications at the MacArthur Boulevard/Mill Plain Boulevard intersection.

The traffic engineering services will include preparing the updated TIA accounting for the park and plaza events, a traffic study related to traffic signal design, pedestrian crossing enhancements, roadway lighting, roundabout level of service and design, and other 30% design support.

The PBS traffic engineering scope of work proposes support of the following:

Subtask 4.7.1: Data Collection and Review of Supporting Materials

Review the traffic impact analysis related to the environmental impact statement, focusing on traffic impacts at intersections to be improved. Review the city, county, state and federal pedestrian crossing enhancement guidelines. Review the Safe Streets Vancouver Plan. Collect count data to evaluate crossing enhancements:

1. Speed and 24-hour volumes on MacArthur Boulevard and Mill Plain Boulevard near at uncontrolled crossing
2. Survey of existing active business by land use and square feet for trip generation purposes
3. Sight distance measurements
4. Pedestrian desirable paths between origins and destinations
5. Turning movement counts at the 10 studied intersections in the AM and PM peak hours
6. Collision data of study intersections
7. Regional transportation model data from SW Washington's Regional Transportation Council
8. Traffic signal timing values from the City
9. Previously developed Synchro models of the studied intersections from the City

Subtask 4.7.2: Intersection Operational Analysis and Design

Traffic Signals

Analyze the existing signals at the Mill Plain Boulevard/MacArthur Boulevard, Mill Plain Boulevard/Devine Road, and Mill Plain Boulevard/N. Andresen intersections based on the updated land uses, road reconfigurations, and the updated TIA.

Recommend signal design modifications at the Mill Plain Boulevard/MacArthur Boulevard, Mill Plain Boulevard/Devine Road, Mill Plain Boulevard/N. Andresen intersections based on planned modifications to the approach roadways.

At the November 30, 2021, meeting, the City expanded the scope of work to include the signal design at the MacArthur Boulevard/Lieser Road/St Helen Road intersection. The travel lane configuration will be informed by the TIA. The analysis will include signal warrant analysis.

Traffic signal timing optimization for coordinated operation on Mill Plain Boulevard and at the Andresen Road and E 18th Street intersection. The signal timing will be based on a 110 second AM cycle length and 120 second PM cycle length.

The 30% plans will include plan view of the signal design including travel lane layout, pole, mast arms and signal head placement, crosswalks and pedestrian signal heads and push buttons.

Subtask 4.7.3: Roundabout Design Support

Provide traffic analysis support for roundabout alternative evaluations at the intersections of McArthur/Devine and McArthur/N. Andresen. This would include collecting updated traffic counts, preparing Sidra analysis for various lane, inscribed diameter, and approach configurations.

Subtask 4.7.4: Pedestrian Crossing Analysis and Design

Evaluate proposed locations for proposed midblock crosswalk locations along Mill Plain Boulevard, Devine, N. Andresen, and MacArthur Boulevard then recommend crossing enhancements types based on proposed improvements. The evaluation and design will be completed according to city, county, state, and federal guidance, including the City of Vancouver's Pedestrian Crossing Improvement Policy and the WSDOT Design Manual chapter 1510.10. At a minimum, apply engineering judgment at the proposed crossings to consider the following:

- High pedestrian crossing volume present with long block spacing. The focus will be related to pedestrian forecasts, origins and destinations.
- Evidence of pedestrian-vehicular midblock conflicts (site observations, law enforcement reporting, and city traffic engineers). Proposed crossing with a realistic opportunity to channel multiple pedestrian crossings to a single location. Sight lines that enable sufficient eye contact between motorists and pedestrians.
- Community commitment for a successful outcome.
- Ability to mitigate risks associated with the location using proven countermeasures such as, but not limited to, refuge islands, rectangular rapid flashing beacons, and/or pedestrian hybrid beacons.
- Modal interchange points where high volumes crossing pedestrians occur (e.g., transit stop to apartment complex).
- Practical design based on Chapter 1100 of the WSDOT Design Manual related to alternative analysis of midblock crosswalk enhancement.
- Evaluate traffic volume and speed data at the proposed crosswalk related to evaluating risk mitigation.

Design crossing enhancements related to preparing designs for rectangular rapid flashing beacons (RRFB), pedestrian hybrid beacons (PHB), and signing and striping.

Subtask 4.7.5: Safety Performance Analysis

Consultant shall prepare a Safety Performance Analysis to support the selection of intersection control for the Project. Safety analysis will be based on the current Highway Safety Manual (HSM) Methodology. Historic crash data will be evaluated to identify trends or patterns in type or severity of the crashes, identify the trends related to the primary contributing factors and inform the design considerations.

- 5-most recent years of crash data at the intersection and along approaches

- Predicted crash frequency and severity of each intersection alternative
- Safety analysis of each alternative compared to each other
- Summarize safety performance analysis to be incorporated into combined Alternatives Analysis Report

Subtask 4.7.6: Street Lighting Analysis

Perform lighting analysis along public roadways based on City of Vancouver lighting standard plans. This includes locations along Mill Plain Boulevard from MacArthur Boulevard to Devine Road, on MacArthur Boulevard from Mill Plain Boulevard to Devine Road and at the MacArthur Boulevard and Andresen Road roundabout. Provide lighting photometrics or preliminary lighting layout.

Subtask 4.7.7: Access Management Plan

Support development of Access Management Plan (AMP) for the project area. This will include a description of the relationship of access management to the daily operational safety of vehicular travel, as well as multi-modal features of the proposed roadway. The effect of driveway design on traffic operations and safety will also be analyzed and reported.

- The AMP will be developed taking into consideration current conditions, land uses, agreements, as well as other projected and anticipated transportation plans.
- The Consultant will coordinate their effort with the City's Traffic Engineering Division's on-going Access Management research and development program. This research, which involves a survey of other jurisdiction's ordinances, Access Management Plans and standards, will provide technical background for the Consultant's recommendations to the City for the Project corridor.
- The Consultant will review the City's existing design and development codes, identifying any shortcoming(s) in these codes, which would limit the implementation of the AMP.

Subtask 4.7.8: Traffic Reports

PBS will prepare the following reports in support of design efforts through to the 30% design level including submittal of both Draft and Final reports to the City for concurrence to design efforts. The reports below will be developed based project area as defined in Appendix A and subtasks to task 4.9 as described above.

1. Update the Heights District TIA prepared by HDR for the updated land uses. The TIA will follow the City's guidelines for evaluation of the site and studied intersections. The TIA findings and recommendations will be supported by narrative, tables, figures and LOS analysis reports. The report will provide an update of the TIA trip generation estimate and support a trip accounting methodology.
2. Develop project specific traffic analysis report based on road and intersection improvements to document existing and future traffic conditions. This report will provide recommendations for traffic signal modifications, signal analysis for the MacArthur Boulevard and Lieser Road intersection, roundabout configurations, north Andresen Road diet feasibility, pedestrian crossing enhancements, access management, and street lighting photometrics.

Assumptions:

- City of Vancouver's Pedestrian Crossing Improvement Policy will be used.
- The trip generation for The Heights District Plan will need updating from the TIA memorandum by HDR dated August 30, 2019.

- The analysis associated with The Heights redevelopment will only be related to zones 1, 2, and 3. Zone 4 is excluded.
- PBS will submit draft reports, review comments, update reports as needed, and submit final reports.

Deliverables:

- Draft and Final TIA update
- Draft and Final Traffic report documenting subtasks above including signal modifications, signal design, roundabout design, proposed road sections, pedestrian crossing enhancements, signal coordination, and lighting photometrics
- Draft and Final Access Management Plan (AMP) as appendix to traffic report

Task 5: Permitting

The project area is known not to contain critical areas or other regulated sensitive areas. The completion of critical area assessments or permitting outside of that typically required for civil infrastructure projects will not be necessary. As the initial master plans for the project were reviewed under the SEPA EIS process, the project will not require further review under SEPA unless there has been a significant change in the plans compared to what was initially reviewed.

When federal monies are made available then the project will be required to comply with the National Environmental Policy Act (NEPA). Based on the proposed project timeline, the NEPA review process can be initiated during further refinement beyond 30% without impacting delivery and construction timeframes.

Subtask 5.1: Preliminary Permitting Assessment

This task will include a review of the 30% design documents and the master plan SEPA EIS documentation to determine if additional SEPA review will be necessary in the future. This will culminate in the completion of a permitting matrix that will outline the steps, deliverables, and time frames necessary to achieve full project approval once federal funding is secured for the project and National Environmental Policy Act (NEPA) compliance is required. This matrix will serve as a roadmap for future project funding, planning, and scheduling efforts.

Assumptions:

1. Federal funding will be used to fund the improvements
2. The project footprint will not significantly differ from what is contained within the EIS
3. The NEPA process will be completed through FHWA

Deliverables:

1. Memo detailing SWPA review analysis
2. Permitting Matrix and Schedule

Subtask 5.2: Permitting Preparation (Reserved)

Task 6: 90% and Final Construction Documentation (Reserved)

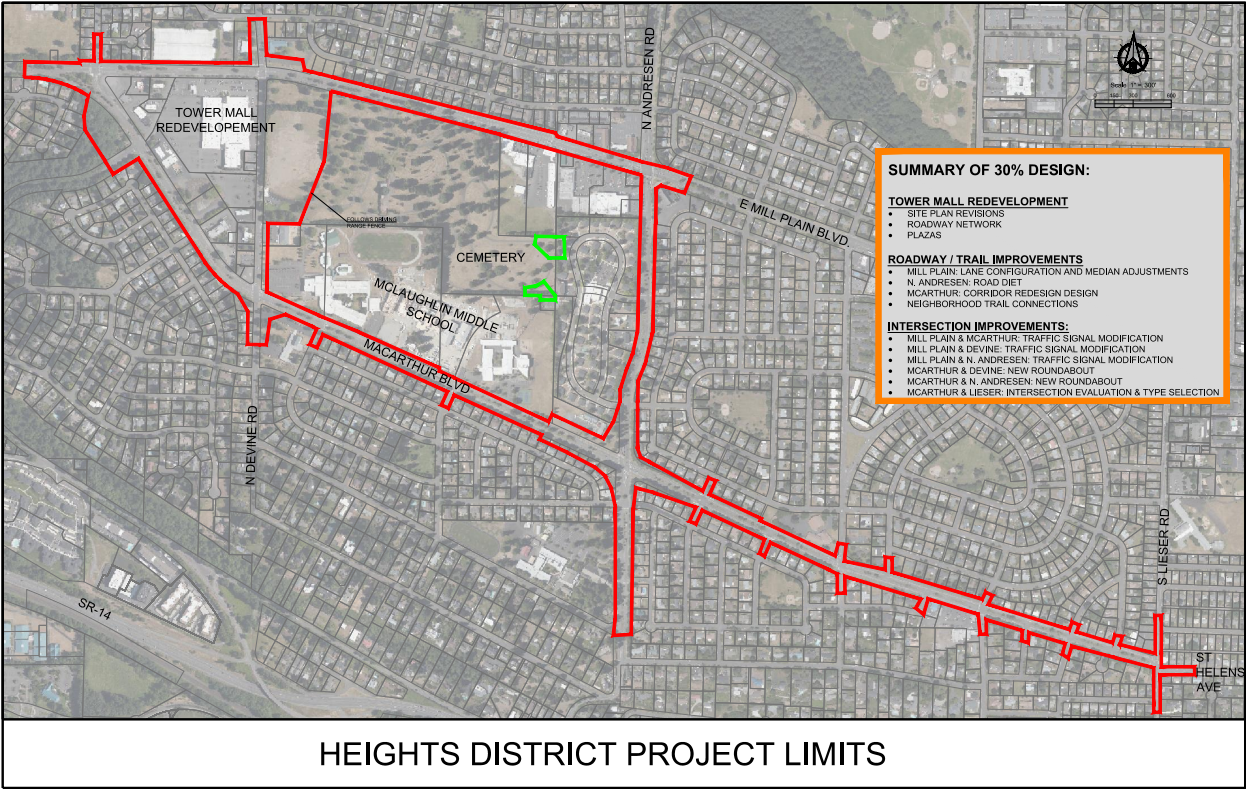
Task 7: Bidding and Construction Support Services (Reserved)

III. Fee

Please see attached Project Fee Worksheet illustrating fee information broken down for each firm's project team. Reimbursable for this project are included in the overall fee. The Exhibit number references the attached fee aggregate breakdown for each subconsultant.

The Heights Public Infrastructure:	Consultant	Exhibit	Fee
Prime Consultant – Project and Design Management	FIRST FORTY FEET		\$432,706
Landscape Architecture- Public Plaza and Park Design	Walker Macy	B	\$234,845
Capital Investment Strategy + Phasing	Leland Consulting	C	\$55,651
30% Civil Design, Infrastructure, Traffic and Lighting; Communication Plan	PBS Engineering	A	\$1,289,331
Cost Estimating	DCW Cost	D	\$24,750
Archaeology Investigations	AINW	E	\$34,968
Total			\$2,072,250

Appendix A



Attachment "B" Fee Schedules

The Heights District Project Proposed Fee Schedule		First Forty Feet					PBS Engineering	Walker Macy	Leland Consulting	DCW Cost	AINW	Task Labor Total
		W.Grimm Project Manager	J. Graf Design Coordination	J. Brackenhoff Urban Design	C. Trivisonno Support	J. Kaiser Admin						
		\$160	\$140	\$120	\$110	\$95						
TASK	SCOPE OF WORK	hours					hours	hours	hours	hours	hours	
TASK 1 PROJECT ORIENTATION												
1.1	Contract Administration, Invoicing, and Progress Reports	36	12	12		18						78
1.2	Project Management Meetings											0
	- Bi-weekly PMT Meeting (20)	30	20	10	10							70
	- TAC-PMT Subtask Review Meetings (24)	36	24	16	10							86
	- Public Agencies and PMT Meetings (10)	15	10	8	8							41
	- Agendas/ Materials / Summaries (54)	80	20	12								112
1.3	Management, Coordination, and Direction	60	20	20	20							120
1.4	Quality Assurance/Quality Control	52	36	48	24							160
1.5	Project Management Team (PMT) Kick-off											
	- Kick-off Agendas/ Materials / Summaries (3)	8	4	6								78
Subtotal Staff Hours		317	146	132	72	18						
Subtotal Labor by Firm				685			0	0	0	0	0	
Subtotal Staff Labor Cost		\$50,720	\$20,440	\$15,840	\$7,920	\$1,710						
Subtotal Labor Cost by Firm				\$96,630			0	0	0	0	0	\$96,630
Task 2 COMMUNICATION PLAN - 15 weeks												
2.1	Engagement Purpose, Objectives and Goals - 2 weeks	4	4	2								10
2.2	Outreach Content and Materials Support											
	- Project Area Exhibit			2	4							6
	- Process and Timeline Graphic	1	2	4								7
	- Project Overview Text	1	1									2
	- Motion Graphic and Narrative	4	2	4	10							20
	- 3D & Plan Graphic Illustrations with Text	1	2	8	12							23
	- Periodic Update	4	4									16
	Online Survey Analyses & Summaries	2	2	0								4
	Agendas Summaries	2	2	0								4
2.3	Stakeholder Identification - 1 weeks	4	4									8
2.4	Project Engagement Mllesones and Topics											
	Engagement #1 - Preliminary Concept Plans											
	- Stakeholder Group - 4 weeks	15	10	8	15							48
	- City Council	3	3									6
	Engagement #2 - Preferred Concept Plan											
	- Stakeholder Group - 3 weeks	15	10	8	15							48
	- City Council	2	2	0								4
	Meeting Materials & Presentations	12	12	36	80							140
	Communicaions Plan Review	2	2									4
2.5	Engagement Schedule and Content Review Schedule - 1 week	30	15									45
Subtotal Staff Hours		102	77	72	144	0						
Subtotal Labor by Firm				395			0	0	0	0	0	
Subtotal Staff Labor Cost		\$16,320	\$10,780	\$8,640	\$15,840	\$0						
Subtotal Labor Cost by Firm				\$51,580			0	0	0	0	0	\$51,580
TASK 3 MASTER PLAN - 40 weeks												
3.1	Field Guide - 10 weeks											
3.1.1	- Projet Guidelines, Standards, and Program Elements - 2 weeks	8	25	24	45							102
3.1.2	- Project Preliminary Base Map - 3 weeks	12	16	30	80							138
3.1.3	- Adopted Heights District Plan: Preferred Concept Plan Assessment - 3 weeks	10	20	20	40							90
3.1.4	- Field Guide Document - 2 weeks	12	32	20	60							124
3.2	Place Guide (15% Design)											
3.2.1	- Project Placemaking Work Session - 3 weeks	24	24	40	20							108
3.2.2	- Preliminary Concepts - 4 weeks	40	30	90	160							320
3.2.3	- Public Arts, Gateways, and Wayfinding Plan - 3 weeks	20	12	30	10							72
3.2.4	- Civic Building Concept (Civic Plaza) - 3 weeks	20	10	36	10							76
3.2.5	- Preliminary Concepts Cost Assessment -	4	4	2								10
3.2.6	- Interim and Long-Term Public Use Areas Programming - 2 weeks	8	8	16	10							42
3.2.7	- Prelinary Concepts Technical Analysis	4	16	2	4							26
3.2.8	- Preferred Concept Plan - 3 weeks	60	40	80	80							260
3.2.9	- Preferred Concept Cost Assessment	4	2	2								8
3.2.10	- Preferred Concept Technical Analysis	4	12	2	8							26
3.3	Place Guide Document - 2 weeks	24	32	20	60							136
3.4	Capital Investment Strategy											
3.4.1	- Infrastructure Funding Opportunities	4										4
3.4.2	- Infrastructure Funding Strategy	4										4
3.4.3	- Phasing Assessment	6	2	4	4							16
Subtotal Staff Hours		268	285	418	591	0						
Subtotal Labor by Firm				1562			0	0	0	0	0	
Subtotal Staff Labor Cost		\$42,880	\$39,900	\$50,160	\$65,010	\$0						
Subtotal Labor Cost by Firm				\$197,950			0	0	0	0	0	\$197,950
TASK 4 DESIGN DEVELOPMENT DOCUMENTS - 20 weeks												
4.1	Programmatic Elements and Design Criteria	2	2									4
4.2	30% Preliminary Design Documentation	60	48	24	8							140
4.2.1	- Heights District 30% Design Cost Assessment	4	1	2								7
4.3	Project Phasing Summary Plan	8	4	2								14
4.4	Utility Coordination											0
4.4.1	- Public Utility Coordination and Design	2										2
4.5	Surveying - Surveying											0
4.5.1	- Surveying and Base Map	2	1	1								4
4.5.2	- Tree Survey	2	1									3
4.5.3	- Right-of-way Plans	4	1									5
4.5.4	- Archaeological Survey	2	1									3
4.5.5	- Pedestrian Survey and Shovel Testing	2	1									3
4.5.6	- Geotechnical Investigations	2	1									3
4.5.7	- Park Hill Cemetery Boundary Confirmation	2										2
4.6	Geotechnical Engineering											
4.6.1	- Site Evaluations											
4.6.2	- Geologic Map Review											
4.6.3	- Subsurface Exploration											
4.6.4	- Piezometer Installation											
4.6.5	- Field Infiltration Testing											
4.6.6	- Soils Testing											
4.6.7	- Geotechnical Engineering Analyses	2	1	1								4
4.7	Traffic Engineering											
4.7.1	- Data Collection and Review of Supporting Materials											
4.7.2	- Intersection Operational Analysis and Design	2	1									3
4.7.3	- Roundabout Design Support											
4.7.4	- Pedestrian Crossing Analysis and Design	2	1									3
4.7.5	- Safety Performance Analysis	2	1									3
4.7.6	- Street Lighting Analysis	2	1									3
4.7.7	- Access Management Plan	2	1									3
4.7.8	- Traffic Reports	2	2									4
Subtotal Staff Hours		106	69	30	8	0						
Subtotal Labor by Firm				213			0	0	0	0	0	
Subtotal Staff Labor Cost		\$16,960	\$9,660	\$3,600	\$880	\$0						
Subtotal Labor Cost by Firm				\$31,100			0	0	0	0	0	\$31,100
TASK 5 PERMITTING												
5.1	Preliminary Permitting Assessment	4	4	2								10
Subtotal Staff Hours		4	4	2	0	0						
Subtotal Labor by Firm				10			0	0	0	0	0	
Subtotal Staff Labor Cost		\$640	\$560	\$240	\$0	\$0						
Subtotal Labor Cost by Firm				\$1,440			0	0	0	0	0	\$1,440
Total Staff Hours		797	581	654	815	18	0	0	0	0	0	
Total Labor by Firm				2865								
Total Staff Labor Cost		\$127,520	\$81,340	\$78,480	\$89,650	\$1,710	\$0	\$0	\$0	\$0	\$0	
Subtotal Cost by Firm				\$378,700			\$1,203,541	\$230,240	\$54,560	\$24,750	\$34,633	\$1,926,424
Reimbursable Expenses by Firm							\$85,790	\$4,605	\$1,091	\$0	\$335	\$99,395
Total Cost by Firm				\$386,274			\$1,289,331	\$234,845	\$55,651	\$24,750	\$34,968	
SubConsultant Markup (3%)												\$46,432
Overall Project Fee												\$2,072,250

Heights Project									
30% Plans									
Submittal & Title	Sheet Size	Scale	Count	Assumptions	Responsible	Hours/Sheet	Total Hrs.	Cumulative Hrs Per Sheet	
Cover Sheet	11x17	NTS	1	Title	PBS	4	4	4	New 1
General Notes & Legend	11x17	NTS	2	Index/Drawing List	PBS	4	8	4	New 1
Typical Sections	11x17	NTS	10	General typicals for site improvments	PBS	6	60	6	New 1
Site Prep & Staging Plans	11x17	40	50	Planview	PBS	8	400	8	New 1
Roadway Plan & Profile	11x17	40	90	Plan over profile sheets	PBS	10	900	10	New 1
Intersection Plan	11X17	40	7	Planview	PBS	16	112	16	New 1
Stormwater Facility Plans	11x17	40	45	Plan/Profiles/Notes	PBS	12	540	12	New 1
Water/Sewer/Utility Plans	11x17	40	90	Planview/Notes	PBS	4	360	4	New 1
Signal Plans (including RRFBs)	11x17	20	10	Planview	PBS	24	240	24	New 1
Park and Civil Plaza Plans	11x17	20	8	Coordinate with FFF	PBS	1	8	1	New 1
Landscape Index Sheet	11x17	NTS	1	Legend & Notes	PBS	1	1	1	New 1
Landscape Plans	11x17	40	50	Plans	PBS	1	50	1	New 1
Cost Estimate	NA	NA	1	Civil Estimate for Project	PBS	120	120	120	New 1
Stormwater Report	NA	NA	1	Time to develop design approach, model, and report	PBS	320	320	320	New 1
Infraworks Model	NA	NA	1	Time to develop model	PBS	160	160	160	New 1
Total			364	Total			3283		
						Total Hours	2683		
						PBS Sheets	364		
						Hours/Sheet	7.37		

		PE	EIT	QC
		0.6	0.4	0.08
Road	2143	1286	857	171
Storm	540	324	216	43
Utility	360	216	144	29
Traffic	240	144	96	19

PE-R	#REF!
EIT-R	#REF!
QC-R	#REF!
PE-L	#REF!
EIT-L	#REF!
QC-L	#REF!



January 21, 2022

Will Grimm, AIA
Principal
First Forty Feet

RE: The Heights District
WM Project #M3821

Dear Will,

We appreciate the opportunity to submit the following proposal for providing landscape architectural services for The Heights District.

Project Understanding and Team Roles:

1. The project includes master planning support, engagement support, and design documentation to 30% level for parks, streets, and public use areas associated with the redevelopment of the former Tower Mall site and surrounding district:
 - a. Parks include Civic Plaza, Neighborhood Park, and Cemetery Trail Connection
 - b. Landscape design for streets and public use areas
2. Walker Macy proposes the following sub-consultant team to assist us on the project and will be contracted directly to Walker Macy:
 - Fountain Designer: STO Design
 - Irrigation Consultant: Land Arc Associates
3. Walker Macy's role will be to provide the following:
 - For the Parks, Walker Macy, in collaboration with the design team, will document surface improvements including paving (pedestrian), planting, grading, irrigation strategy, water feature(s), site lighting layout, and site furnishings for areas within our scope.
 - For the streets and public use areas, Walker Macy, in collaboration with the design team, will document surface improvements including specialty paving finishes, planting, irrigation strategy, site lighting layout, and site furnishings for areas within our scope.
 - FFF and/or PBS will provide street and public use area plans with proposed locations of curbs, sidewalks, and utilities for use as backgrounds in landscape drawings
4. The team's civil engineer will be responsible for the following:
 - Document all subsurface utilities, roadway, vehicular improvements, and any work within the public right-of-way. We will collaborate with the civil engineer for road, parking, and site design, as well as storm water quality features that may be included in our scope. Walker

The Heights District

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Macy will lead documentation of grading for Parks and Civil Engineer will lead documentation of grading for streets and public areas other than parks

- All erosion and sedimentation control documentation.
- 5. The team's structural engineer will document structural information for all walls greater than 3' in height and will document reinforcing for light pole foundations. The structural engineer will be available to review structural components of Walker Macy details and will provide signed and stamped structural calculations and redlines for details including but not limited to: custom guardrails and handrails, custom bench supports, joist and structural support member spacing and sizing for decks, fencing systems and structural footings, anchors and supports for other elements.
- 6. The team's electrical engineer will document all lighting and electrical services. Walker Macy will work with the team to select site fixtures and will include light fixtures in the landscape layout plan. The electrical engineer will provide CAD files of the electrical fixture locations to Walker Macy.
- 7. The team's cost estimating consultant will provide statements of probable costs. We will review and evaluate cost estimates prepared by others for work within our scope.
- 8. City of Vancouver will be responsible for providing the following:
 - A detailed site survey in AutoCAD 2013 or earlier format, suitable for construction documentation, will be available for our use.
 - Geotechnical Report of the project site.
 - Arborist Report for the project site.

Scope of Work:

Based on our understanding of the project, and the information provided, we propose the following scope of work:

- **Task 1: Project Orientation**
 - Subtask 1.1: Contract Administration, Invoicing, & Progress Reports.
 - WM will provide the firm's monthly invoicing and progress reporting to the FFF project manager no later than the fifth day of each month
 - Subtask 1.2: Project Management Meetings
 - Attend (10) PMT meetings (virtual)
 - Attend (6) TAC meetings (virtual)
 - Subtask 1.5: Project Management Team (PMT) Kick-off
 - Attend (1) PMT Kick-off Meeting (in-person in Vancouver)
 - Attend (1) PMT Kick-off Prep Meeting (virtual)
- **Task 2: Communications Plan**
 - Subtask 2.4: Project Engagement Milestones and Topics

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- Attend (8) Stakeholder engagement sessions (virtual)
- Attend (2) City Council meetings (virtual)
- **Task 3: Master Plan**
 - Subtask 3.1.1: Project Guidelines, Standards, and Program Elements
 - Assemble and summarize guidelines, standards, and program elements for the public use areas, including Civic Plaza, Neighborhood Park, Grand Loop, pocket parks and landscape standards for streets
 - Attend (2) internal team meetings (virtual)
 - Subtask 3.1.3: Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation
 - Provide an assessment and evaluation of the Civic Park and Neighborhood Park location and identify outlying issues and opportunities. (exhibit and annotation)
 - Subtask 3.1.4: Field Guide Document
 - Field Guide document review
 - Attend (2) internal team meetings (virtual)
 - Subtask 3.2.1: Project Placemaking Guiding Principles
 - Attend team site walk/investigation (in-person in Vancouver)
 - Attend internal team work session (virtual)
 - Subtask 3.2.1: Project Placemaking Guiding Principles
 - Prepare two (2) base concept alternative variations for placemaking for Civic Park and Neighborhood Park
 - Prepare preliminary layout plans and sketches
 - Prepare three-dimensional model of preliminary design concepts
 - FFF will insert into overall site model and export views for presentation graphics
 - Provide preliminary details and elements that support the thematic design and placemaking guiding principles
 - Attend up to four (4) internal team meetings (virtual)
 - Subtask 3.2.3: Public Arts, Gateways & Wayfinding Plan
 - Identity public art integration opportunities in the Civic Park and Neighborhood Park
 - Provide review and recommendations on the overall approach for the Draft Gateway elements and Wayfinding Plan
 - Attend up to two internal team meetings (virtual)
 - Subtask 3.2.6: Interim & Long-Term Public Use Areas Programming (parks)

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- Review and provide recommendations for interim and long-term public use areas programming
 - Attend up to three (3) internal team meetings (virtual)
 - Attend and facilitate up to (3) meetings with Parks staff and/or park stakeholders (virtual)
- Subtask 3.2.7: Preliminary Concepts Analysis (parks/landscape)
 - Prepare technical analysis summary and evaluation of the preliminary public space programming
 - Prepare refinement recommendations for a preferred masterplan concept (Civic Park and Neighborhood Park)
- Subtask 3.2.8: Preferred Concept Plan (parks/landscape)
 - Prepare preferred alternative layout for the Civic Park and Neighborhood Park
 - Prepare three-dimensional model of preferred layout
 - FFF will insert into overall site model and export views for presentation graphics
 - Provide final details and elements that support the thematic design and placemaking guiding principles
 - Attend up to four (4) internal team meetings (virtual)
- Subtask 3.2.10: Preferred Concept Technical Analysis (parks/landscape)
 - Prepare technical analysis summary and evaluation of the preferred public space programming
 - Includes Parks and Landscape for Streets/Public Areas
 - Attend up to two internal team meetings (virtual)
- Subtask 3.3: Place Guide Document
 - Place Guide Document Review
 - Includes narrative and graphic support
 - Attend up to two internal team meetings (virtual)
- **Task 4: Design Development Documents**
 - Subtask 4.2: 30% Preliminary Design Documentation (parks/landscape)
 - Provide 30% design plans for Civic Plaza and Neighborhood Park
 - Includes preliminary plans for paving, grading, planting, site lighting layout, site furnishings, and sections/key details; Preliminary water feature and irrigation system narratives
 - Provide landscape plans for streetscape, illumination, roundabouts, and details

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January 21, 2022
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- Includes preliminary plans for specialty paving finishes, planting, site lighting layout, site furnishings, and sections/key details; Preliminary irrigation system narrative
- Attend up to four internal team meetings (virtual)
- Review cost estimate produced by others
- Subtask 4.3: Project Phasing Summary Plan
 - Phasing Summary Plan(s) for Parks; Input for Streets/Public Areas
 - Attend two (2) internal team meetings including a Project Phasing work session and follow-up draft plan review (virtual)

Fees

We propose the following fees:

Task 1 - Project Orientation	\$19,680.00
Task 2 - Communications Plan	\$7,640.00
Task 3 - Master Plan	\$116,190.00
Task 4 – 30% Design Documents	<u>\$86,730.00</u>
Total:	\$230,240.00 <i>plus expenses</i>

We propose to bill monthly on a percentage of completion per phase. Expenses are additional and will be billed at 1.1 times our cost.

Assumptions

1. Our proposal is based on the above scope of work, attached Description of Subconsultant Services from FFF, approved limit of work, and conversations with FFF, PBS, and City of Vancouver staff.
2. Project is scheduled to be completed within 12 months from Authorization to Proceed.
3. The project team cost estimator will develop landscape and site improvements quantity take offs and unit pricing. This information will be provided to Walker Macy for review as noted in the scope above. Walker Macy will evaluate quantities and unit cost and provide comments to client.
4. The following scope items may require additional services:
 - Client meetings in addition to those identified.
 - Site visits in addition to those identified.
 - Changes in meeting location from virtual to in-person, resulting in travel time and expenses
 - Professional illustrations.
 - Significant project schedule extensions.

The Heights District

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Please contact me or Brian Bishop if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you on The Heights project.

Sincerely,

WALKER MACY

Michael Zilis

Principal

mzilis@walkermacy.com

Walker Macy / The Heights													
Personnel and Hourly Rate													
1/21/2022													
	PIC hours	\$215 fee	PM hours	\$155 fee	QC hours	\$140 fee	LA hours	\$105 fee	Staff hours	\$85 fee	Admin hours	\$55 fee	Phase Total
Task 1: Project Orientation													
Subtask 1.1 - Contract Administration, Invoicing, & Progress Reports													\$3,960
WM will provide the firm's monthly invoicing and progress reporting to the FFF project manager no later than the	4	\$860	20	\$3,100	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 1.2 - Project Management Meetings													\$11,840
Attend (10) PMT meetings (virtual)	20	\$4,300	20	\$3,100	0	\$0	0	\$0	0	\$0	0	\$0	
Attend (6) TAC meetings (virtual)	12	\$2,580	12	\$1,860	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 1.5 - Project Management Team (PMT) Kick-off													\$3,880
Attend (1) PMT Kick-off Meeting (in-person in Vancouver)	4	\$860	12	\$1,860	0	\$0	4	\$420	0	\$0	0	\$0	
Attend (1) PMT Kick-off Prep Meeting (virtual)	2	\$430	2	\$310	0	\$0	0	\$0	0	\$0	0	\$0	
Total Hours	42		66		0		4		0		0		
Total Fees		\$9,030		\$10,230		\$0		\$420		\$0		\$0	\$19,680
Task 2: Communications Plan													
Subtask 2.4 - Project Engagement Milestones and Topics													\$7,640
Attend (8) Stakeholder engagement sessions	16	\$3,440	16	\$2,480	0	\$0	0	\$0	0	\$0	0	\$0	
Attend (2) City Council meetings	8	\$1,720	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Total Hours	24		16		0		0		0		0		
Total Fees		\$5,160		\$2,480		\$0		\$0		\$0		\$0	\$7,640
Task 3: Master Plan													
Subtask 3.1.1 - Project Guidelines, Standards, and Program Elements													\$7,570
Assemble and summarize guidelines, standards, and program elements for the public use areas, including Civic	8	\$1,720	16	\$2,480	0	\$0	16	\$1,680	0	\$0	0	\$0	
Attend (2) internal team meetings	4	\$860	4	\$620	0	\$0	2	\$210	0	\$0	0	\$0	
Subtask 3.1.3 - Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation													\$2,520
Provide an assessment and evaluation of the Civic Park and Neighborhood Park location and identify outlying	4	\$860	8	\$1,240	0	\$0	4	\$420	0	\$0	0	\$0	
Subtask 3.1.4 - Field Guide Document													\$1,550
Field Guide document review	2	\$430	6	\$930	0	\$0	0	\$0	0	\$0	0	\$0	
Attend (2) internal team meetings	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 3.2.1 - Project Placemaking Guiding Principles													\$6,520
Attend team site walk/investigation (in-person in Vancouver)	8	\$1,720	16	\$2,480	0	\$0	8	\$840	0	\$0	0	\$0	
Attend internal team work session	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 3.2.2 - Preliminary Concepts (parks/landscape)													\$30,375
Prepare two (2) base concept alternative variations for placemaking for Civic Park and Neighborhood Park	8	\$1,720	24	\$3,720	0	\$0	16	\$1,680	0	\$0	0	\$0	
Prepare preliminary layout plans and sketches	8	\$1,720	24	\$3,720	0	\$0	16	\$1,680	0	\$0	0	\$0	
Prepare three-dimensional model of preliminary design concepts	1	\$215	4	\$620	0	\$0	32	\$3,360	8	\$680	0	\$0	
Provide preliminary details and elements that support the thematic design and placemaking guiding principles	8	\$1,720	24	\$3,720	0	\$0	16	\$1,680	4	\$340	0	\$0	
Attend up to four (4) internal team meetings	8	\$1,720	8	\$1,240	0	\$0	8	\$840	0	\$0	0	\$0	
Subtask 3.2.3 - Public Arts, Gateways & Wayfinding Plan													\$4,520
Identify public art integration opportunities in the Civic Park and Neighborhood Park	2	\$430	4	\$620	0	\$0	2	\$210	0	\$0	0	\$0	
Provide review and recommendations on the overall approach for the Draft Gateway elements and Wayfinding Plan	2	\$430	6	\$930	0	\$0	4	\$420	0	\$0	0	\$0	
Attend up to two internal team meetings	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 3.2.6 - Interim & Long-Term Public Use Areas Programming (parks)													\$15,890
Review and provide recommendations for interim and long-term public use areas programming	16	\$3,440	24	\$3,720	0	\$0	16	\$1,680	0	\$0	0	\$0	
Attend up to three (3) internal team meetings	6	\$1,290	6	\$930	0	\$0	2	\$210	0	\$0	0	\$0	
Attend and facilitate up to (3) meetings with Parks staff and/or park stakeholders	8	\$1,720	16	\$2,480	0	\$0	4	\$420	0	\$0	0	\$0	
Subtask 3.2.7 - Preliminary Concepts Analysis (parks/landscape)													\$10,820
Prepare technical analysis summary and evaluation of the preliminary public space programming	8	\$1,720	16	\$2,480	0	\$0	16	\$1,680	4	\$340	0	\$0	
Prepare refinement recommendations for a preferred masterplan concept (Civic Park and Neighborhood Park)	4	\$860	16	\$2,480	0	\$0	12	\$1,260	0	\$0	0	\$0	
Subtask 3.2.8 - Preferred Concept Plan (parks/landscape)													\$23,775
Prepare preferred alternative layout for the Civic Park and Neighborhood Park	4	\$860	24	\$3,720	0	\$0	40	\$4,200	0	\$0	0	\$0	
Prepare three-dimensional model of preferred layout	1	\$215	4	\$620	0	\$0	32	\$3,360	16	\$1,360	0	\$0	
Provide final details and elements that support the thematic design and placemaking guiding principles	4	\$860	20	\$3,100	0	\$0	16	\$1,680	0	\$0	0	\$0	
Attend up to four (4) internal team meetings	8	\$1,720	8	\$1,240	0	\$0	8	\$840	0	\$0	0	\$0	
Subtask 3.2.10 - Preferred Concept Technical Analysis (parks/landscape)													\$6,100
Prepare technical analysis summary and evaluation of the preferred public space programming	8	\$1,720	16	\$2,480	0	\$0	4	\$420	0	\$0	0	\$0	
Attend up to two internal team meetings	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	

Subtask 3.3 - Place Guide Document													\$5,260
Place Guide Document Review	4	\$860	8	\$1,240	0	\$0	16	\$1,680	0	\$0	0	\$0	
Attend up to two internal team meetings	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	
Total Hours	154		322		0		290		32		0		
Total Fees		\$33,110		\$49,910		\$0		\$30,450		\$2,720		\$0	\$116,190
Task 4: Design Development Documents													
Subtask 4.2 - 30% Preliminary Design Documentation (parks/landscape)													\$62,310
Provide 30% design plans for Civic Plaza and Neighborhood Park	16	\$3,440	60	\$9,300	12	\$1,680	100	\$10,500	80	\$6,800	0	\$0	
Provide landscape plans for streetscape, illumination, roundabouts, and details	8	\$1,720	40	\$6,200	12	\$1,680	80	\$8,400	80	\$6,800	0	\$0	\$2,000
Subconsultant - Irrigation design support													\$18,000
Subconsultant - Fountain design support													
Attend up to four internal team meetings	8	\$1,720	8	\$1,240	0	\$0	8	\$840	0	\$0	0	\$0	
Review cost estimate produced by others	2	\$430	6	\$930	0	\$0	6	\$630	0	\$0	0	\$0	
Subtask 4.3 - Project Phasing Summary Plan													\$4,420
WM PHASING INTERNAL PRODUCTION/COORDINATION	4	\$860	8	\$1,240	0	\$0	4	\$420	0	\$0	0	\$0	
Attend two (2) internal team meetings including a Project Phasing work session and follow-up draft plan review	4	\$860	4	\$620	0	\$0	4	\$420	0	\$0	0	\$0	
Total Hours	42		126		24		202		160		0		
Total Fees		\$9,030		\$19,530		\$3,360		\$21,210		\$13,600		\$0	\$86,730
Total Hours	262		530		24		496		192		0		
Total Fees		\$56,330		\$82,150		\$3,360		\$52,080		\$16,320		\$0	\$230,240
Expenses													\$4,605
Total Labor and Expenses													\$234,845

ATTACHMENT B

DESCRIPTION OF SUBCONSULTANT'S SERVICES

The Heights District Project

Professional services for the Heights District Project will include update of the masterplan (Tower Mall Redevelopment Area), evaluation of site development configuration options, traffic engineering, evaluation of roundabouts and traffic signals, lighting designs, park design, landscape designs, structural designs, environmental process and permits, and utilities coordination and design. Coordination of services and deliverables will integrate with and support the Equitable Development Plan project's recommended strategies and tools for culturally relevant and inclusive programming within the District and funding strategies to support one-time infrastructure and ongoing programmatic investments required to ensure equitable development of the Heights over the long-term. Additionally, project coordination and required federal documentation will be performed.

The Project team includes:

- First Forty Feet – Overall Project Management, Master Planning, Urban Design, Strategic Planning, Placemaking Strategies, Complete Street Design, and Community Engagement and Communications support.
- PBS Engineering and Environmental Inc. – Civil Design, Permitting, Grant Funding Opportunities, Communications Plan, Community Engagement and Communications support and summary reporting.
- Walker Macy – Landscape architecture, Public Open Space Design, Park Design, and Lighting Design Oversight
- Archaeological Investigations Northwest (AINW) – Cultural Resources Analysis
- DCW – Cost Management and Cost Estimating
- Leland Consulting Group – Capital Investment Strategy, and Real Estate Development Strategy

Walker Macy (WM) will lead design programming, use programming and maintenance, design development, for the Civic Park (Plaza), and Neighborhood Park and prepare streets/public areas landscape design details, and plans to 30% Design Documentation. The firm will provide FFF Team support for project management meetings, review/work sessions, stakeholder engagement and preliminary/preferred concept analyses.

Task	Description	Role
Subtask 1.1	Contract Administration, Invoicing, & Progress Reports	Support
Subtask 1.2	Project Management Meetings	Support/Attend
Subtask 1.5	Project Management Team (PMT) Kick-off	Support/Attend
Subtask 2.4	Project Engagement Milestones and Topics	Support/Attend
Subtask 3.1.1	Project Guidelines, Standards, and Program Elements	Support
Subtask 3.1.3	Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation (Parks/Landscape)	Support
Subtask 3.1.4	Field Guide Document	Support
Subtask 3.2.1	Project Placemaking Guiding Principles	Support/Attend
Subtask 3.2.2	Preliminary Concepts (Parks/Landscape Design)	Lead/Support
Subtask 3.2.3	Public Arts, Gateways & Wayfinding Plan	Support
Subtask 3.2.6	Interim + Long-Term Public Use Areas Programming (Parks)	Support
Subtask 3.2.7	Preliminary Concepts Analysis (Parks/Landscape)	Lead/Support

Subtask 3.2.8	Preferred Concept Plan (Parks/Landscape)	Lead/Support
Subtask 3.2.10	Preferred Concept Technical Analysis (Parks/Landscape)	Lead/Support
Subtask 3.3	Place Guide document	Support
Subtask 4.2	30% Preliminary Design Documentation (Parks/Landscape)	Lead/Support
Subtask 4.3	Project Phasing Summary Plan	Support/Attend

Project Scope of Work

The First Forty Feet Team will work with the City of Vancouver to provide public outreach and prepare the final master plan, construction drawings, specifications, cost estimates, permit documents and provide bidding and construction support.

The Heights Project will complete master planning, construction, and permitting documents, for the development of public infrastructure including roadways, utilities, public spaces, wayfinding, and transit amenities within the 63-acre TMRA (Tower Mall Redevelopment Area).

The following scope of work tasks describes how the Consultant Team will collaborate with Vancouver Parks, Recreation and Cultural Services Department (Parks), city staff, key stakeholders, community members, and regulatory agencies to prepare the final masterplan, construction drawings, specifications, cost estimates, permit documents, and provide bidding and construction support for the Heights Project's public infrastructure.

I. Project Scope of Work Tasks

1. Heights Project Orientation

The First Forty Feet Team will coordinate with the City of Vancouver (COV) the Heights Project's management structure, work plan, schedule, and coordination roles.

Subtask 1.1 Contract Administration, Invoicing, and Progress Reports

First Forty Feet will provide contract administration, invoicing, and progress reporting for the Project to the COV project manager including the following:

1. Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses; total cost for labor and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
2. Prepare a Contract Summary Report (CSR) to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
3. Maintain required contract documentation. Provide copies of project files and records to the city for audits and public information requests. Final documents shall be provided in electronic format as requested.

WM Deliverable

WM will provide the firm's monthly invoicing and progress reporting to the FFF project manager no later than the fifth day of each month.

1. Monthly invoicing and progress reporting to the FFF project manager

Subtask 1.2 Project Management Meetings

The First Forty Feet team tasks include coordination and facilitation of PMT meetings necessary to successfully complete the project. The First Forty Feet project manager will coordinate with the COV project manager to determine appropriate City staff, City representatives, consultant team members, key stakeholders, and/or public agencies representatives as needed to attend PMT meetings.

Project management tasks are integrated into each of the tasks in the Work Scope throughout the Design Confirmation (Task 1-4) and Design Implementation Phases (Task 5-7). The Project Management Team (PMT) will provide oversight and decision-making regarding the project scope, tasks deliverables, task deliverables review and schedule. The Project is assumed to be completed within 12 months in support of a Spring 2024 phase 1 construction start.

Anticipated Project Management Meetings	
Kick-off Mtg. Sessions	03
Bi-weekly PMT Meetings	20
TAC-PMT Subtask Review Meetings	24
Public Agencies and PMT Meetings	10
Total:	57

1. Preparation for and attendance at three (3) 2-hour project kickoff meeting sessions over Microsoft Teams with COV staff and the Consultant Leadership Team (CLT).
2. Up to twenty (20) bi-weekly video conference meetings with the Project Management Team (PMT). The number of meetings is based on a 12-month design schedule; however, the Consultant Team reserves the right to adjust the number of meetings if the project schedule exceeds 12-months.
3. Preparation for and attendance up to twenty-four (24) project deliverables work session/review meetings with the Technical Advisory Committee (TAC) and PMT.
4. Attendance up to 24 project deliverables work session/review meetings follow-up and subtask deliverable finalization with the PMT.
5. Preparation for and attendance up to ten (10) project coordination meetings with Public Agencies (PA) and the PMT.
6. Meet with PMT and TAC after the review of the 30% plan submittals

WM Deliverable

- *WM will support the FFF Team in facilitation of up to sixteen (16) Project Management Meetings.*
- Attend up to ten (10) PMT Meetings and six (6) TAC meetings. Project Management Meetings and provide meeting support with appropriate materials, and analyses as needed

Subtask 1.5: Project Management Team (PMT) Kick-off

First Forty Feet will facilitate project kick-off meeting sessions over a three-day period with the Project Management Team (PMT), Consultant Leadership Team (CLT) and additional consultants as needed to

confirm work plan, proposed schedule, and coordination of roles prior to each major task. Kick-off meeting sessions to be up to 2-hours in duration.

- Confirm expectations and outcomes of the Masterplan, Communications Plan, and project's critical path, including project tasks, deliverables, and critical milestones
- Confirm programming elements to be included in the design layout, including roadways, utilities and public spaces.
- Determine method(s) for COV delivery of background data and format of files (plans, drawings, GIS/Cad files) for creating a project area base map.
- Confirm PMT members and the overall Project decision-making process, including deliverables and documentation review in advance of community engagement
- Identify Technical Advisory Committee (TAC) (i.e, City departments staff, agencies, or providers), members and discuss their role throughout the project.
- Identify a range of potential stakeholders, as well as their anticipated roles and the expectations for community engagement throughout the project
- Confirm the First Forty Feet Consultant Team level of engagement support, appropriate methods of outreach, gathering feedback and engagement summaries.

WM Deliverable

- *WM will attend and support the FFF Team in facilitation of up to one (1) Kick-off Meeting.*
- *WM will attend one internal Team meeting in preparation for the Kick-off Meeting(s).*

Subtask 2.4 Project Engagement Milestones and Topics

Engagement milestones will be the opportunities for engagement to identify a range of stakeholder perspectives to inform the Project's preliminary and preferred concepts., public arts, gateways and wayfinding plan, interim and long-term public use area programming and on-site demonstration projects. Stakeholders will be given the opportunity to provide input so that the design of public infrastructure provides the most benefit to the communities it will serve.

FFF and PBS will coordinate with the COV engagement with stakeholders at two Project milestones.

- **Engagement Milestone #1** – Preliminary Concept Plans
- **Engagement Milestone #2** – Preferred Concept Plan

The FFF Team proposes two (2) engagement milestones with the Project stakeholders. *Engagement Milestone #1* is intended to gather insights on preliminary public area (streets, plazas and parks) design concepts and alternatives; and *Engagement Milestone #2* would review and provide feedback on the preferred public area (streets, plazas and parks) design concepts and alternatives. Engagement sessions will include one-on-one or group interviews, meetings, and feedback gathering through on-line surveys to be finalized in the Project's Communications Plan.

WM Deliverable

- *WM will support the FFF Team in facilitation of up to eight (8) stakeholder engagement sessions.*
- *WM will support the FFF Team during two (2) City Council meetings*

Task 3: Master Plan

The FFF Team will build from the Heights District Plan's development and programmatic elements supporting the internal and external street network and collection of public use areas through an iterative process of preliminary concepts development, identification of necessary refinements and concepts review to create a preferred concept for the Heights District's network of street and public uses areas. The product of Task 3 will be 1). A comprehensive Field Guide, establishing the base condition with technical analyses of the Adopted Heights District Plan and supporting policies and regulations and 2). A Place Guide including a preferred concept, supporting cost estimating, phasing, and supporting plans and strategies that establishes the framework for Task 4 Design Development Documentation and preparation of the 30% Design submittal.

Subtask 3.1 Field Guide

The First Forty Feet Consultant team will obtain, assess, and review Project area background information and drawings including, but not limited to the Heights District Plan, Heights District Plan Appendices, Heights Final Planned Action Environmental Impact Statement, Draft Heights Plan District (HX Zone) regulations, Heights District Draft Urban Design Guidelines and other plans, standards, guidelines or documents identified and deemed necessary by the COV.

First Forty Feet team will create a Field Guide document consisting of a preliminary site plan drawing, and summary report of the Project limits (Appendix A) design criteria (guidelines and standards) and programming for public use areas, streets and rights of way. The Field Guide enables the Project Team to confirm the design intentions of the Heights District Plan, assess and evaluate existing conditions, including planned and in-process infrastructure improvements and identify areas for possible plan adjustments, modifications or deviations. The Field Guide will establish the base condition for developing preliminary concepts and alternatives and a preferred concept plan that will be taken to 30% Design. The Field Guide will consist of the following elements:

Subtask 3.1.1 Project Guidelines, Standards, and Program Elements

The FFF Team will prepare a summary of the Heights Districts design guidelines, standards, and program elements for the Project area in excel spreadsheet and/or plan diagram exhibits for COV staff concurrence. Guidelines, standards and program elements will include but not be limited to:

- *Heights District streets:* including rights-of-way, typical street sections, and plans for E. Mill Plain Boulevard, MacArthur Boulevard, N. Devine Road (Mill Plain Boulevard to MacArthur Boulevard, N. Devine Road (Southeast Idaho Avenue to East 18th Street), N. Andresen Road, and the East McLoughlin Area Safety Improvement Project
- *Tower Mall Redevelopment Area internal streets:* adopted Plan rights-of-way and typical street sections consisting of the Loop Street (retail, residential, and festival street segments), Standard Street, and Internal Street
- *Planned round-a-bouts:* including conceptual drawing plans and sections for RAB's at N Devine Road and N Andresen Road
- *Planned BRT Stations:* as-built drawing plans and sections for stations at E. Mill Plain Boulevard and N. Devine Road and at E. Mill Plain Boulevard and N. Andresen Road.
- *Public realm and open space:* guidelines for the area (AC), location, program elements, and use activities

- *Public Art and Wayfinding*: guidelines for art and signage location, art features (representing culture, history and environment), art typologies, signage type and standards; and gateway elements (natural v. built)
- *Gateways*: guidelines for the Mill Plain and MacArthur intersection,
- *Stormwater BMPs*: guidelines for bio retention, overflow, and silva cell facilities for Loop retail, Loop residential, and internal street typologies
- *Landscaping*: Tree CAP Standards, HX zone landscape standards, and native/adaptive plant species list
- *Urban forestry BMP*: guidelines for soil volume amendments/silva cell details

Roadways and utilities will include but not be limited to:

- Right-of-way
- Lane widths
- Curb return radii
- Sidewalks and curbs
- Curb extensions
- Universally accessible curb ramps
- Roadway cross-section
- Roadway section depth
- Design speed
- Design vehicle
- Transition tapers
- Max. and min. profile grades
- Vertical curve criteria
- Water/Sewer Mains
- Planting Types

WM Deliverable

- *Assemble and summarize guidelines, standards, and program elements for the public use areas, including Civic Plaza, Neighborhood Park, Grand Loop, pocket parks and landscape standards for streets.*
- *Attend up to two internal team meetings.*

Subtask 3.1.3: Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation

FFF will prepare an assessment and evaluation of the retail components of the activity center, civic park/plaza, neighborhood park and internal street alignments based on the criteria and fundamental characteristics for supporting retail, active public use areas and maximizing development potential within the Tower Mall Redevelopment Area. FFF criteria and fundamental characteristics will consider:

- Edge-to-edge retail configuration on both sides of the retail street
- Adequate drive-by traffic (5,000-15,000 ADT), visibility, and direct retail access
- Retail street design with on-street parking, bicycle access and parking, wide sidewalks to support through pedestrian movement, retail display, outdoor seating and furnishings.
- Plaza activated on all sides, highly visible and directly accessible from surrounding streets

- Potential access and easement issues with the internal streets layout and impacts on private parcels.

The FFF Team will identify issues, possible challenges and recommendations for potential modifications to be addressed with COV in a Heights Project Field Guide Work Session.

WM Deliverable

- *Provide an assessment and evaluation of the Civic Park and Neighborhood Park location and identify outlying issues and opportunities. (exhibit and annotation)*

Subtask 3.1.4 Field Guide Document

First Forty Feet team will create a Field Guide document consisting of a site plan drawing (preliminary base map), and summary report of the Project limits design criteria and programming for public use areas, streets and rights of way (Subtasks 4.1.1-4.1.3) The Field Guide will establish the base condition for developing preliminary concepts and alternatives and a preferred concept plan that will be taken to 30% Design.

The work session is intended to:

- Confirm placemaking features to be considered, including the Civic Building, interim programming for public area activation, public art integration and wayfinding
- Confirm the base condition design framework, right-of-way elements, roadway design, street sections, public spaces, and stormwater facilities.
- Determine areas of flexibility vs. confirmed design decisions for the adopted Plan.
- Address potential issues and project challenges identified in the assessment and evaluation.

WM Deliverable

- *Field Guide Document Review*
- *Attend up to two internal team meetings.*

Subtask 3.2 Place Guide

The First Forty Feet Team will create a Place Guide that will enable the FFF Team to measure and assess design concepts and implementation decisions that responds to and promotes the intent and function of the Heights District Plan's character areas (gateways, activity center, innovation hub and residential neighborhood) and is supported by the FFF Team's extensive experience in mixed-use and transit-oriented development, urban design, public gathering, and placemaking.

The FFF Team will distribute lead responsibilities for the Place Guide's preliminary concepts, concepts refinement and a preferred concept plan for the Project limits (Appendix A) as indicated:

FFF will lead concepts development for the layout and planning for the:

- Tower Mall Redevelopment Area's internal streets and Grand Loop,
- Surrounding Project's streets including E. Mill Plain Boulevard, N. Devine Road, MacArthur Boulevard, and Andresen Road
- Planned Civic Building

- Public Art Integration, Gateways and Wayfinding

WM will lead concepts development for the layout, programming and maintenance of public use areas including:

- **Civic Park**
- **Neighborhood Park**
- **Cemetery Trail connections**
- **Landscape design for streets and public use areas**

PBS will lead concepts development for the layout of the:

- Project areas Intersections and Round-a-bouts

Concept Development drawings will be prepared in a manner consistent with technical design documentation and illustration for public engagement.

- PBS will be responsible for managing the overall Project concept development technical drawing file(s).
- FFF will be responsible for managing the overall Project concept development illustrative plan file(s).

Subtask 3.2.1 Project Placemaking Guiding Principles

FFF and WM will lead placemaking for the Project guided by the Heights District Plan Appendices, and site investigation to develop thematic elements within the streets and public uses areas that define the spirit of place, is authentic, establishes continuity, and implements the Heights District Plan's vision for a vibrant, connected neighborhood center.

FFF and WM will define unique site qualities and characteristics that can support an identifiable place and help to guide the project narrative, core placemaking parameters (place brand) and determine:

- History, culture, and environmental qualities and characteristics that help define themes and inform design elements
- Place strategy and brand platform – The Heights and The Grand Loop
- Brand Narrative
- Experience Strategy

WM Deliverable

- *Attend team site walk/investigation*
- *Attend internal team work session*

Subtask 3.2.2 Preliminary Concepts

FFF Team will build upon the Heights District Plan and develop preliminary concepts that reflects the design intent and meet the program elements identified in the Field Guide.

The FFF Team will prepare up to (2) base concept alternative variations of the base condition developed in the Field Guide for placemaking within the Project area including designs for roadway alignment, intersections and roundabouts, streetscape and placemaking elements, public use area concepts for the

Civic Park, Neighborhood Park and pocket parks, public art integration, gateways, wayfinding, bike and pedestrian trails and connections, and enhanced transit access facilities. The base condition and concept alternative variations will be developed as plan drawings, sections and 3-D views and illustrated for use in preliminary concepts review with the COV and Engagement Milestone #1- Design Confirmation sessions. Preliminary concepts will include:

- Overall Masterplan: site layout for the Loop, Civic Park, Neighborhood Park, pocket parks, MacArthur Boulevard, Mill Plain Boulevard, Roundabouts at Andresen/MacArthur and Devine/MacArthur, and the Lieser Road/MacArthur Boulevard intersection.
- Preliminary Plans: layouts and three-dimensional details for the design and function of streets, intersections, multi-use trails and public use areas.
- Preliminary Details: identify alternatives for the design, and arrangement of paving materials, and stormwater management.
- Preliminary Elements: the type, location, and detail alternatives for wayfinding and interpretive signage, lighting, sidewalk and public area furnishing and landscape design character.

WM Deliverable

- Prepare two (2) base concept alternative variations for placemaking for Civic Park and Neighborhood Park.
- Prepare preliminary layout plans and sketches
- Prepare three-dimensional model of preliminary design concepts
- *Provide preliminary details and elements that support the thematic design and placemaking guiding principles*
- *Attend up to four (4) internal team meetings.*

Subtask 3.2.3 Public Arts, Gateways and Wayfinding Plan

First Forty Feet and Walker Macy will develop a draft and final Public Arts Integration Plan highlighting opportunities to integrate a variety of public art typologies and locations, and a Gateways and Wayfinding Plan defining wayfinding elements including navigational and interpretive signage and design and techniques for district Gateways.

WM Deliverable

- *Identify public art integration opportunities in the Civic Park and Neighborhood Park*
- *Provide review and recommendations on the overall approach for the Draft Gateway elements and Wayfinding Plan*
- *Attend up to two internal team meetings.*

Subtask 3.2.6 Interim and Long-Term Public Use Areas Programming

FFF and WM will outline a menu of viable interim and long-term programming concepts and explore design strategies that could catalyze activation of public use areas including a determination of capacity limits for a variety of activities, associated utilities, storage, and parking needs. These strategies could come in the form of park elements, public trails, temporary bicycle facilities, civic spaces, street murals, food carts, gathering spaces, event spaces, etc. The interim and long-term public use typologies will focus on the following:

- Create a destination Day One.

- Interim activation and placemaking
- Establish momentum for future development
- Messaging of The Heights brand story
- Leverage existing site assets and connections
- Utilities, parking and storage needs

WM Deliverable

- *Review and provide recommendations for interim and long-term public use areas programming*
- *Attend up to three internal team meetings.*

Subtask 3.2.7 Preliminary Concepts Technical Analysis

The FFF Team will prepare an analysis summary and evaluation of the preliminary concept's alternatives. Findings of the COV review and summary of community engagement sessions, and where work has been completed for traffic analysis, topo/model surveys, tree, archeological and geotechnical survey, will be used to evaluate the preliminary concepts and potential critical issues to address in development of the preferred concept

Preliminary Concepts Technical Analysis Report

Aspects to be included in the evaluation and concept analysis report will be:

- Critical issues identification
- Traffic operations
- Development feasibility phasing
- Potential phasing
- Costs
- Public space programming
- Refinement recommendations for a preferred master plan concept

WM Deliverable

- *Prepare technical analysis summary and evaluation of the preliminary public space programming.*
- *Prepare refinement recommendations for a preferred masterplan concept (Civic Park and Neighborhood Park)*

Subtask 3.2.8 Preferred Concept Plan

Based upon the findings and recommendations of the preliminary concepts' analysis report with the COV to determine key design refinements for a preferred concept plan. The preferred concept plan will consist of design elements for the Project area streets and public use areas consisting of

- Preferred Overall Project area Masterplan: site layout for the Loop, Civic Park, Neighborhood Park, Devine Road, Andresen Road, MacArthur Boulevard, Mill Plain Boulevard, Roundabouts at Andresen/MacArthur and Devine/MacArthur, and the Lieser Road/MacArthur Boulevard intersection
- Preferred Plans: dimensional plan layouts and typical conditions for all roadways and public use areas. Plan drawings will include landscape, paving, site furnishings, lighting, and stormwater bio-retention

- Preferred Details: identify the types, structural design, and arrangement of paving materials and stormwater management.
- Preferred Elements: identify the type, location, and materials specifications for lighting, furnishing and landscape street elements.

WM Deliverable

- Prepare preferred alternative layout for the Civic Park and Neighborhood Park.
- Prepare three-dimensional model of preferred layout
- *Provide final details and elements that support the thematic design and placemaking guiding principles*
- *Attend up to four (4) internal team meetings.*

Subtask 3.2.10 Preferred Concept Technical Analysis

Based on the preferred concept the FFF Team will prepare a technical analysis accounting for the infrastructure improvements listed below.

Preferred Concept Technical Analysis Report

Aspects to be included in the technical analysis report will be:

- Development site layout
- Roundabout intersections
- Signalized intersections
- Roadway alignments
- Vertical alignments
- Multi-Use Pathway alignments
- Public use areas and programming (Civic Park and Neighborhood Park)

The FFF Team shall refine the preferred concept level design sufficient to establish horizontal construction limits, quantities and major construction activities. The design will have horizontal and vertical control developed that meets appropriate design standards. Consultant shall prepare a drawing stamped "preliminary" for each concept. The drawing shall utilize the consultant provided ortho-rectified drone aerial imagery, topographic survey, GIS boundary and environmental data. Geometric design elements that do not meet design standards shall be identified as needing a design exception. Consultant shall analyze each concept and determine the potential benefits and impacts associated with construction of the proposed concept. Potential benefits and impacts to be considered include, but are not limited to, right-of-way, safety, utilities, construction costs, permitting and environmental impacts.

WM Deliverable

- *Prepare technical analysis summary and evaluation of the preferred public space programming*
- *Attend up to two internal team meetings.*

Subtask 3.3 Place Guide document

The Place Guide document shall include all desired program elements, cost, phasing, and a preferred master plan developed during the preliminary concepts and preferred concept development tasks including:

- Preliminary Concepts and Preferred Concept Layout Plans and Design Details
- Preliminary Concepts and Preferred Concept Graphic Illustrations

- Public Art, Wayfinding and Gateway Plan
- Interim and Long-term Programming Strategy
- Public Building Concept Alternatives
- Preliminary Concepts and Preferred Concept Cost Estimates
- Preliminary Concepts and Preferred Concept Technical Analyses
- Preferred Concept Plan Graphic Illustrations

WM Deliverable

- *Place Guide Document Review*
- *Attend up to two internal team meetings.*

Subtask 4.2 30% Preliminary Design Documentation

The FFF Team will develop preliminary documents to the 30% design stage based on preferred concept selected by the city. These documents will be used to assist the establishment of the overall project footprint and permitting process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the preferred infrastructure improvements will be established, preliminary right-of-way impacts defined, and support decisions required to generate construction details have been made.

Develop site development Infracore model and flight path for use in Project outreach.

30% Design Plans, Reports, and Estimate:

The 30% plan set shall include the following sheets:

- Cover sheet (1 sheet)
- General notes and legend sheet (2 sheet)
- Typical sections (10 sheets)
- Site prep/demolition plans (50 sheets)
- Plan over profile sheets showing basic roadway geometry information, channelization, and stormwater. (90 sheets)
- Major intersection layout plans (7 sheet)
- Stormwater facility plans (45 sheets)
- Water/sewer/utility plans (90 sheets)
- Signal and RRFB/PHB plans (10 sheets)
- Neighborhood Park and Civic Plaza Landscape plans (10 sheets)
- Landscape plans streetscape, illumination, RAB and details (55 sheets)

WM Deliverable

- *Provide 30% design plans for Civic Plaza and Neighborhood Park*
- *Provide landscape plans for streetscape, including location of illumination, roundabouts, and details*
- *Attend up to four internal team meetings.*

Subtask 4.3 Project Phasing Summary Plan:

During Task 3 Master Plan and to be refined upon completion of the 30% plans, the consultant will provide Project Phasing Summary Plan depicting the following for each phase of work the consultant team will work with PMT to establish a phasing plan for the project. This task will identify construction phases based upon owner input anticipated available funding, and constructability. The FFF Team will establish individual phase timelines and cost estimates that are aligned with the financial planning deliverables.

- Graphic depicting project footprint and improvements
- List of phases required to be completed prior to current phase
- List of phases that can be built after current phase completion
- List of anticipated challenges
- List of anticipated benefits
- Cost estimate outlining phased improvements
- Funding strategy plan

WM Deliverable

- Attend two (2) internal team meetings including a Project Phasing work session and follow-up draft plan review.

The Heights Disrict Project Proposed Fee Schedule		Leland Consulting Group									Task Labor Total
		Brian Vanneman	Andy Parks	Sam Brookham	Wally Hobson	Jane St. Michael					
		Funding Lead	Funding Specialist for TIF, UID, other sources	Funding and Market Analyst	Senior Market & Development Analyst	Project Admin., QA/QC					
		\$200	\$225	\$150	\$225	\$135					
\$44,360											
TASK		SCOPE OF WORK					hours	hours	hours	hours	
TASK 1 PROJECT ORIENTATION											
1.1	Contract Administration, Invoicing, and Progress Reports										
1.2	Project Management Meetings										
	- Kick-off Meeting Sessions (3)	6	2	6							14
	- Bi-weekly PMT Meeting (20)	4	4	4							12
	- TAC-PMT Subtask Review Meetings (24)	8		8							16
	- Public Agencies and PMT Meetings (10)										
1.3	Management, Coordination, and Direction										
1.4	Quality Assurance/Quality Control										
1.5	Project Management Team (PMT) Kick-off										
											0
Subtotal Staff Hours		18	6	18	0	0					
Subtotal Labor by Firm		42					0	0	0	0	
Subtotal Staff Labor Cost		\$3,600	\$1,350	\$2,700	\$0	\$0					
Subtotal Labor Cost by Firm		\$7,650					0	0	0	0	\$7,650
Task 2 COMMUNICATION PLAN											
2.1	Engagement Purpose, Objectives and Goals										
2.2	Outreach Content and Materials Support										
2.3	Stakeholder Identification	6	2	6							14
2.4	Project Engagement Milesones and Topics										
	- Engagement #1 - Preliminary Concept Plans										
	- Stakeholder Group										
	- City Council										
	- Engagement #2 - Preferred Concept Plan										
	- Stakeholder Group										
	- City Council										
2.5	Engagement Schedule and Content Review Schedule										
Subtotal Staff Hours		6	2	6	0	0					
Subtotal Labor by Firm		14					0	0	0	0	
Subtotal Staff Labor Cost		\$1,200	\$450	\$900	\$0	\$0					
Subtotal Labor Cost by Firm		\$2,550					0	0	0	0	\$2,550
TASK 3 MASTER PLAN											
3.1	Field Guide										
3.1.1	- Project Guidelines, Standards, and Program Elements										
3.1.2	- Project Preliminary Base Map										
3.1.3	- Adopted Heights District Plan: Peferred Concept Plan Assessment										
3.1.4	- Field Guide Document										
3.2	Place Guide										
3.2.1	- Project Placemaking Work Session										
3.2.2	- Preliminary Concepts										
3.2.3	- Public Arts, Gateways, and Wayfinding Plan										
3.2.4	- Civic Building Concept (Civic Plaza)										
3.2.5	- Preliminary Concepts Cost Assessment -										
3.2.6	- Interim and Long-Term Public Use Areas Programming										
3.2.7	- Preliinary Concepts Technical Analysis										
3.2.8	- Preferred Concept Plan										
3.2.9	- Preferred Concept Cost Assessment										
3.2.10	- Preferred Concept Technical Analysis										
3.3	Place Guide Document										
3.4	Capital Investment Strategy										
3.4.1	- Infrastructure Funding Opportunities	20	10	50	6	2					88
3.4.2	- Infrastructure Funding Strategy	40	50	20	6	2					118
3.4.3	- Phasing Assessment	10	4	4	6	2					26
Subtotal Staff Hours		70	64	74	18	6					
Subtotal Labor by Firm		232					0	0	0	0	
Subtotal Staff Labor Cost		\$14,000	\$14,400	\$11,100	\$4,050	\$810					
Subtotal Labor Cost by Firm		\$44,360					0	0	0	0	\$44,360
TASK 4 DESIGN DEVELOPMENT DOCUMENTS											
4.1	Programmatic Elements and Design Criteria										
4.2	30% Preliminary Design Documentation										
4.2.1	- Heights District 30% Design Cost Assessment										
4.3	Project Phasing Summary Plan										
4.4	Utility Coordination										
4.4.1	- Public Utility Coordination and Design										
4.5	Surveying - Surveying										
4.5.1	- Surveying and Base Map										
4.5.2	- Tree Survey										
4.5.3	- Right-of-way Plans										
4.5.4	- Archaeological Survey										
4.5.5	- Pedestrian Survey and Shovel Testing										
4.5.6	- Geotechnical Investigations										
4.5.7	- Park Hill Cemetery Boundary Confirmation										
4.6	Geotechnical Engineering										
4.6.1	- Site Evaluations										
4.6.2	- Geologic Map Review										
4.6.3	- Subsurface Exploration										
4.6.4	- Piezometer Installation										
4.6.5	- Field Infiltration Testing										
4.6.6	- Soils Testing										
4.6.7	- Geotechnical Engineering Analyses										
4.7	Traffic Engineering										
4.7.1	- Data Collection and Review of Supporting Materials										
4.7.2	- Intersection Operational Analysis and Design										
4.7.3	- Roundabout Design Support										
4.7.4	- Pedestrian Crossing Analysis and Design										
4.7.5	- Safety Performance Analysis										
4.7.6	- Street Lighting Analysis										
4.7.7	- Access Management Plan										
4.7.8	- Traffic Reports										
Subtotal Staff Hours		0	0	0	0	0					
Subtotal Labor by Firm		0					0	0	0	0	
Subtotal Staff Labor Cost		\$0	\$0	\$0	\$0	\$0					
Subtotal Labor Cost by Firm		\$0					0	0	0	0	\$0
TASK 5 PERMITTING											
5.1	Preliminary Permitting Assessment										
Subtotal Staff Hours		0	0	0	0	0					
Subtotal Labor by Firm		0					0	0	0	0	
Subtotal Staff Labor Cost		\$0	\$0	\$0	\$0	\$0					
Subtotal Labor Cost by Firm		\$0					0	0	0	0	\$0
Total Staff Hours		94	72	98	18	6	0	0	0	0	
Total Labor by Firm		288									
Total Staff Labor Cost		\$18,800	\$16,200	\$14,700	\$4,050	\$810	\$0	\$0	\$0	\$0	
Subtotal Cost by Firm		\$54,560									\$54,560
Reimbursable Expenses by Firm		\$1,091									\$1,091
Overall Project Fee											\$55,651



815 1st Ave, #176
Seattle, WA 98104
220 NW 8th Ave
Portland, OR 97209

206 259 2990
www.dcwcost.com
WBE WOSB SCS

January 19, 2022

William Grimm
First Forty Feet
2260 NW Everett St, Ste 10
Portland, OR 97210

RE: The Heights District Tower Mall Redevelopment Area Public Infrastructure Master Plan

FP-WA-2021-0183

Dear William Grimm,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,

A handwritten signature in black ink, appearing to read "TD", with a long horizontal line extending to the right.

Trish Drew, CPE, LEED AP
Managing Director

SCHEDULE 1

DCW COST MANAGEMENT, LLC's Basic Services

Project Description:

We understand that the project comprises cost planning for The Heights District Tower Mall Redevelopment Area Public Infrastructure Master Plan located in Vancouver, WA. The cost study scope of work includes costing the Masterplan and 30% Design documents.

The adopted Heights District Plan is a community vision for how the Heights District will develop over the next 20 years. The district includes a variety of public open spaces, diverse mixed-income, mixed-use housing typologies, affordable to a wide range of community members, safe multi-modal mobility opportunities and access to transit. Standing at 63-acres, the Tower Mall Redevelopment Area (TMRA) is the focus of most of the redevelopment proposed in the Plan. The Grand Loop concept forms the basis of the Heights District Plan with the goal of the project being the completion of documents for the development of public infrastructure including roadways, utilities, public spaces, wayfinding, and transit amenities within the selected area.

Detailed Scope of Work:

Task 1 3.2.5 Preliminary Concepts Cost Assessment

- Prepare an opinion of probable construction costs during this stage for up to two masterplan concepts and alternative variations including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

Task 2 3.2.9 Preferred Concept Cost Assessment

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

Task 3 4.2.1 30% Design Cost Assessment

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

SCHEDULE 2
Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1 3.2.5 Preliminary Concepts Cost Assessment	62	\$165	\$10,230.00
Task 2 3.2.9 Preferred Concept Cost Assessment	48	\$165	\$7,920.00
Task 3 4.2.1 30% Design Cost Assessment	40	\$165	\$6,600.00
SUM Total	150		\$24,750.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$24,750**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

January 19, 2022

SCHEDULE 3**DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule**

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$175.00
Specialists	\$165.00- \$175.00
Cost Estimators*	\$150.00 - \$165.00
Clerical	\$ 95.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: First Forty Feet

DATE: 1/19/2022

DATE:

By: Trish Drew

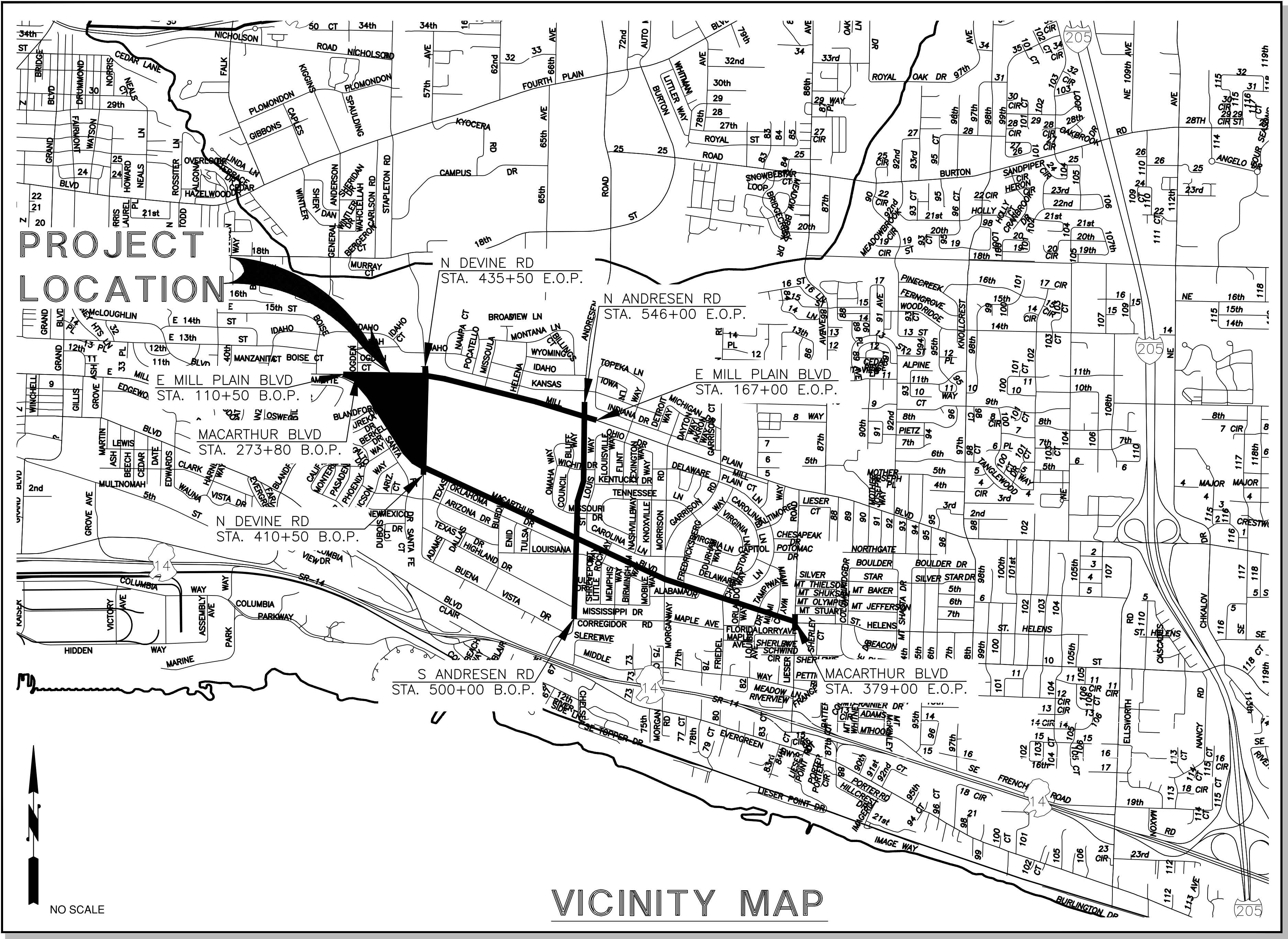
By: William Grimm

Its: Managing Director

Its: Principal



CITY OF VANCOUVER, WASHINGTON



PLANS FOR PROPOSED

THE HEIGHTS DEVELOPMENT

TMRA REDEVELOPMENT SITE

E MILL PLAIN BLVD FROM MACARTHUR BLVD TO N ANDRESEN RD
MACARTHUR BLVD FROM E MILL PLAIN BLVD TO LIESER RD
N ANDRESEN RD FROM CORREGIDOR RD TO KANSAS ST
N DEVINE RD FROM MACARTHUR BLVD TO IDAHO ST

RIGHT OF WAY PLANS

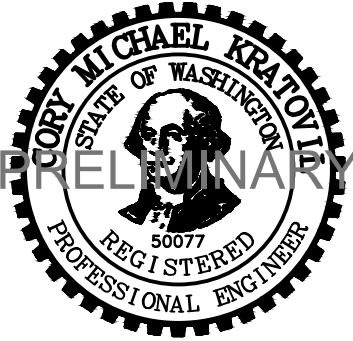
ADOPTED MARCH 2023

PROJECT NUMBER - PRJXXXXX
BUDGET NO. - XXX
- ROW/EASEMENTS - ACQUISITION
FEDERAL AID NO. - XXX
FEDERAL AGREEMENT NO. - XXX

COVER SHEET

SHEET INDEX

	SHT. NO.	CAT. NO.	DESCRIPTION
	1	R01	COVER SHEET
RIGHT-OF-WAY SHEET INDEX	2	RW00	SHEET INDEX
RIGHT-OF-WAY PLAN	3	RW01	STA 113+00 TO STA 142+50 & STA 273+00 TO STA 285+50
RIGHT-OF-WAY PLAN	4	RW02	STA 410+50 TO STA 423+50 & STA 280+50 TO STA 302+50
RIGHT-OF-WAY PLAN	5	RW03	STA 142+50 TO STA 167+00 & STA 535+50 TO STA 546+00
RIGHT-OF-WAY PLAN	6	RW04	STA 318+50 TO STA 346+00 & STA 508+50 TO STA 519+50
RIGHT-OF-WAY PLAN	7	RW05	STA 372+00 TO STA 379+87 & STA 601+50 TO STA 613+00



APPROVAL BY: _____
ENGINEERING MANAGER
SHEET 1 OF 7

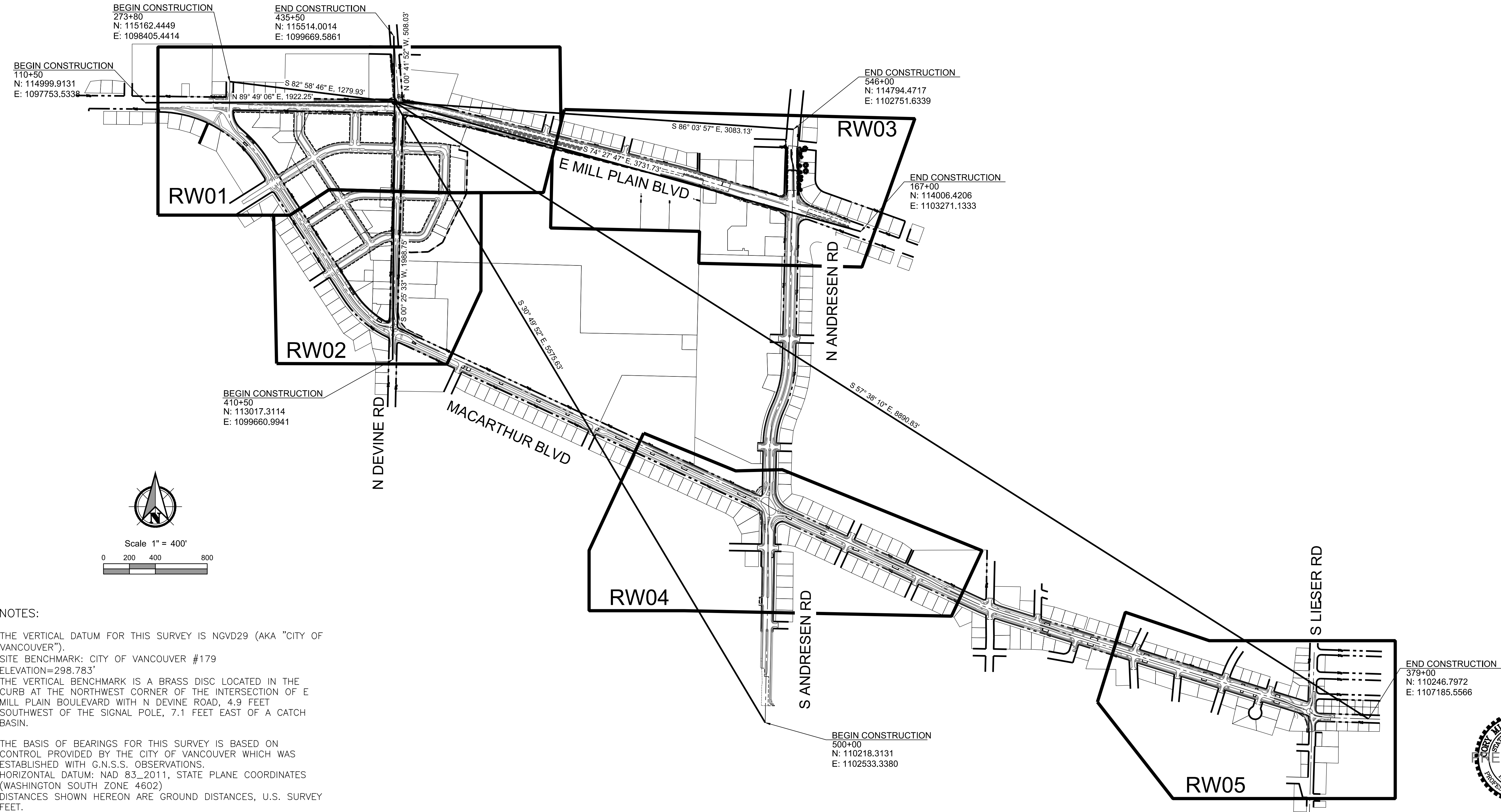
THE HEIGHTS DEVELOPMENT



PUBLIC WORKS - TRANSPORTATION
P.O. BOX 1995
VANCOUVER, WA 98668-1995
360-487-7750
FAX: 360-487-4781

SEC. 30, T.2N, R.2E., W.M., NE 1/4 SEC. 32, T.2N, R.2E., W.M.,
SW 1/4 SEC. 62, T.2N, R.2E., W.M., AND SW 1/4 SEC. 72, T.2N, R.2E., W.M.

RW00



NOTES:

THE VERTICAL DATUM FOR THIS SURVEY IS NGVD29 (AKA "CITY OF VANCOUVER").
SITE BENCHMARK: CITY OF VANCOUVER #179
ELEVATION=298.783'
THE VERTICAL BENCHMARK IS A BRASS DISC LOCATED IN THE CURB AT THE NORTHWEST CORNER OF THE INTERSECTION OF E MILL PLAIN BOULEVARD WITH N DEVINE ROAD, 4.9 FEET SOUTHWEST OF THE SIGNAL POLE, 7.1 FEET EAST OF A CATCH BASIN.

THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED ON CONTROL PROVIDED BY THE CITY OF VANCOUVER WHICH WAS ESTABLISHED WITH G.N.S.S. OBSERVATIONS.
HORIZONTAL DATUM: NAD 83_2011, STATE PLANE COORDINATES (WASHINGTON SOUTH ZONE 4602)
DISTANCES SHOWN HEREON ARE GROUND DISTANCES, U.S. SURVEY FEET.

RIGHT-OF-WAY PLAN SHEET INDEX

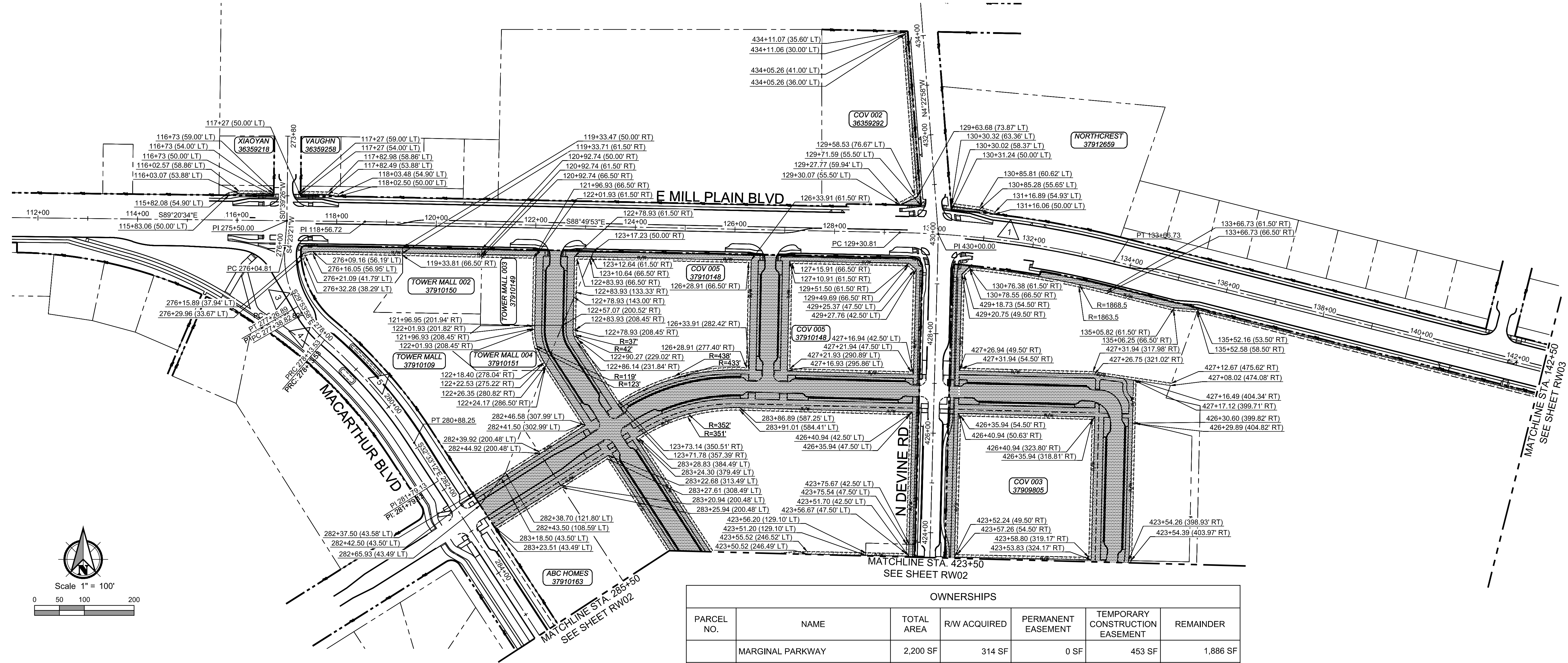


THE HEIGHTS DEVELOPMENT
E MILL PLAIN BLVD & MACARTHUR BLVD
CITY OF VANCOUVER, WASHINGTON

RIGHT OF WAY PLAN
STATION 110+50 TO STATION 167+00
STATION 273+80 TO STATION 379+00

BUDGET NO. XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXX (APPRAISALS)
FEDERAL AID NO. XXXXXXXX
FED AGREEMENT NO. XXXXXXXX





LEGEND

PROPERTY LINES

PROPOSED ROADWAY CENTERLINE

EXISTING RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

RIGHT OF WAY TO BE ACQUIRED

PERMANENT CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

PARCEL OWNER AND NUMBER

OWNER

PARCEL NUMBER

CENTERLINE CURVE DATA				
#	Δ	R	L	T
1	12°56'28"	1930.00	435.92	218.89
3	34°17'18"	204.00	122.08	62.93
4	19°38'02"	218.00	74.70	37.72
5	16°58'48"	927.00	274.72	138.38

OWNERSHIPS					
PARCEL NO.	NAME	TOTAL AREA	R/W ACQUIRED	PERMANENT EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
	MARGINAL PARKWAY	2,200 SF	314 SF	0 SF	453 SF
	MARGINAL PARKWAY	6,512 SF	256 SF	0 SF	381 SF
59292	CITY OF VANCOUVER 002	100,322 SF	2,445 SF	0 SF	1,811 SF
09805	CITY OF VANCOUVER 003	458,129 SF	259,258 SF	0 SF	20,578 SF
10148	CITY OF VANCOUVER 005	505,199 SF	155,501 SF	0 SF	22,756 SF
10109	TOWER MALL	92,872 SF	3,161 SF	0 SF	1,040 SF
10150	TOWER MALL 002	23,062 SF	1,830 SF	0 SF	795 SF
10149	TOWER MALL 003	29,581 SF	12,661 SF	0 SF	1,752 SF
10161	TOWER MALL 004	16,020 SF	2,590 SF	0 SF	437 SF
10163	ABC HOMES	66,976 SF	12,359 SF	0 SF	1,966 SF
12559	NORTHCREST	100,322 SF	473 SF	0 SF	447 SF
10131	GREGG	8,918 SF	6,821 SF	0 SF	528 SF
10152	CROSSWATER	5,945 SF	0 SF	0 SF	770 SF

Vancouver

WASHINGTON

BUDGET NO. XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXX (APPRAISALS)
FEDERAL AID NO. XXXXXXXX
FED AGREEMENT NO. XXXXXXXX

FOR THE CITY OF VANCOUVER

PROFESSIONAL ENGINEER

50877

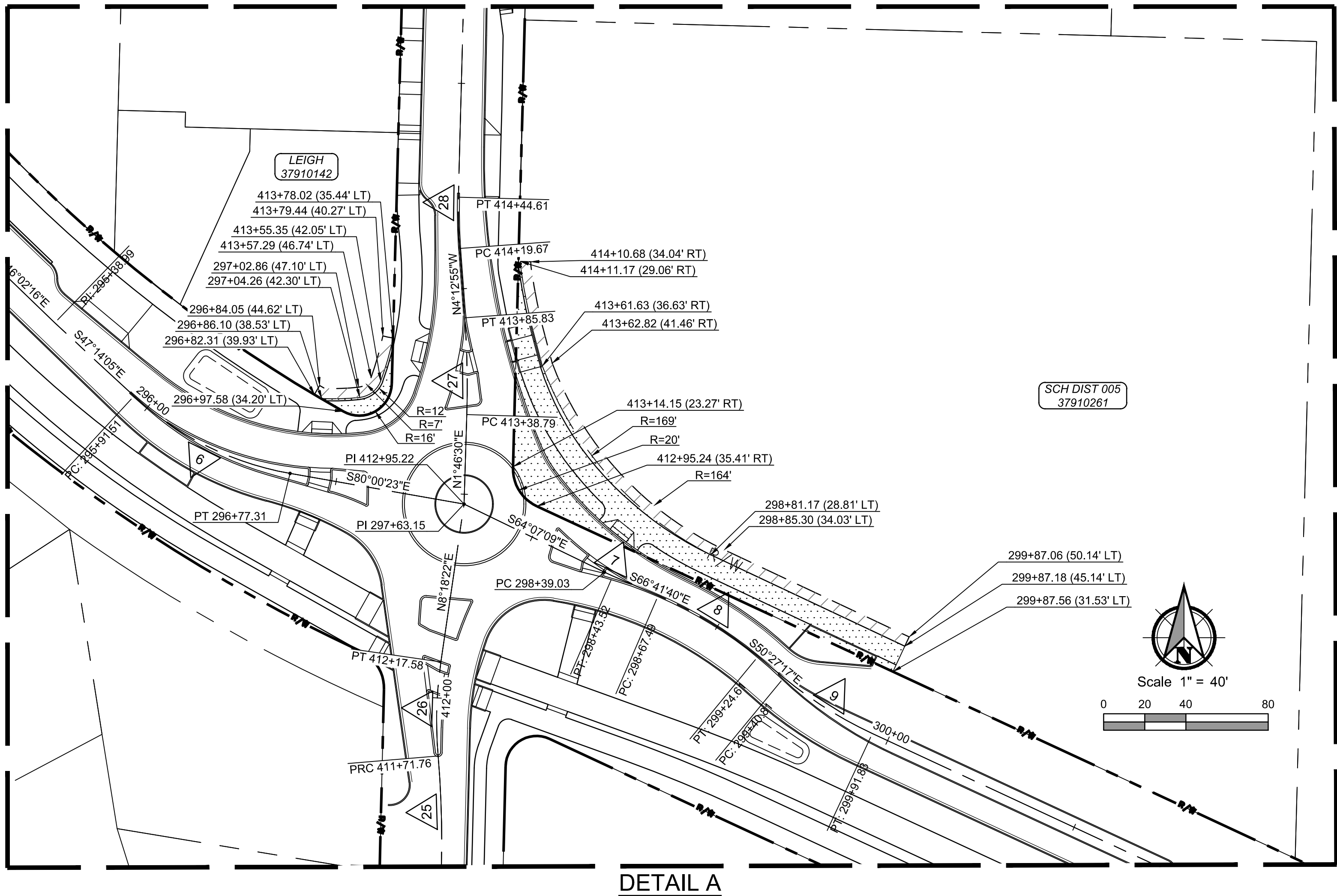
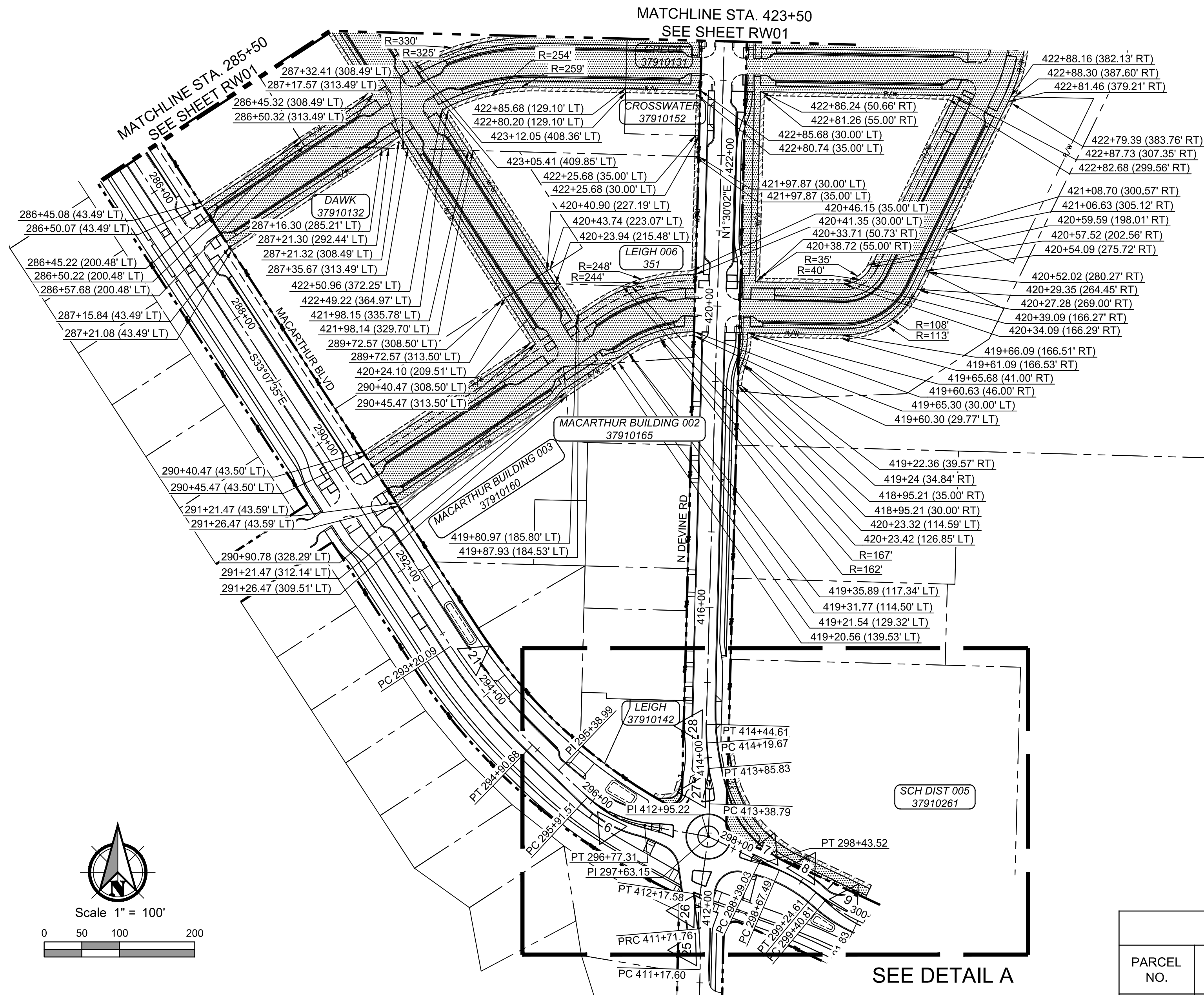
PRELIMINARY

THE HEIGHTS DEVELOPMENT
E MILL PLAIN BLVD & MACARTHUR BLVD
CITY OF VANCOUVER, WASHINGTON

RIGHT OF WAY PLAN
STATION 113+00 TO STATION 142+50
STATION 273+00 TO STATION 285+50

SHEET 3 OF 7

Page 155 of 159



OWNERSHIPS						
PARCEL NO.	NAME	TOTAL AREA	R/W ACQUIRED	PERMANENT EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMAINDER
09805	CITY OF VANCOUVER 003	458,129 SF	259,258 SF	0 SF	20,578 SF	198,871 SF
98052	CITY OF VANCOUVER 004	1,900,182 SF	4,862 SF	0 SF	6,813 SF	1,895,320 SF
10148	CITY OF VANCOUVER 005	505,199 SF	155,501 SF	0 SF	22,756 SF	350,148 SF
10163	ABC HOMES	66,976 SF	12,359 SF	0 SF	1,966 SF	54,617 SF
10261	SCHOOL DISTRICT 005	120,979 SF	5,171 SF	0 SF	1,397 SF	115,808 SF
10132	DAWK	104,274 SF	25,771 SF	0 SF	2,419 SF	78,503 SF
10152	CROSSWATER	5,945 SF	0 SF	0 SF	770 SF	5,945 SF
10131	GREGG	8,918 SF	6,821 SF	0 SF	528 SF	2,097 SF
10165	MACARTHUR BUILDING 002	18,036 SF	1,091 SF	0 SF	385 SF	16,945 SF
10160	MACARTHUR BUILDING 003	94,787 SF	39,119 SF	0 SF	4,213 SF	55,668 SF
10142	LEIGH	10,662 SF	298 SF	0 SF	266 SF	10,364 SF
351	LEIGH 006	33,551 SF	0 SF	0 SF	0 SF	33,551 SF



BUDGET NO. XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXX (APPRAISALS)
FEDERAL AID NO. XXXXXXXX
FED AGREEMENT NO. XXXXXXXX

THE HEIGHTS DEVELOPMENT
MACARTHUR BLVD & N DEVINE RD
CITY OF VANCOUVER, WASHINGTON

RIGHT OF WAY PLAN
STATION 410+50 TO STATION 423+50
STATION 280+50 TO STATION 302+50

CENTERLINE CURVE DATA				
#	Δ	R	L	T
6	32°46'18"	150.00	85.80	44.11
7	2°34'31"	100.00	4.49	2.25
8	16°14'23"	201.50	57.11	28.75
9	14°36'55"	200.00	51.02	25.65
21	12°54'42"	757.00	170.59	85.66
25	6°12'22"	500.00	54.16	27.11
26	13°07'35"	200.00	45.82	23.01
27	5°59'25"	450.00	47.05	23.55
28	5°42'58"	250.00	24.94	12.48

LEGEND

PROPERTY LINES

PROPOSED ROADWAY CENTERLINE

EXISTING RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

RIGHT OF WAY TO BE ACQUIRED

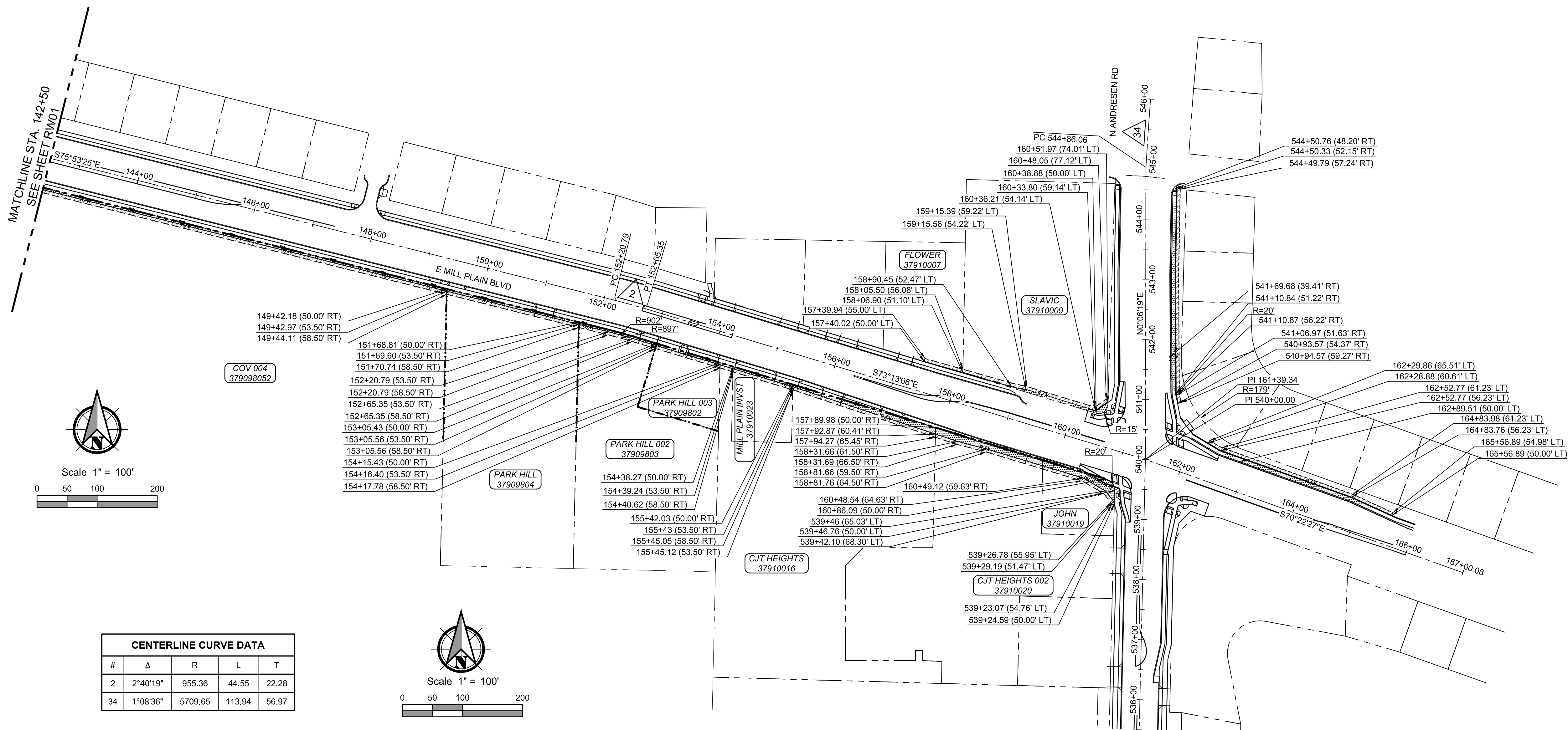
PERMANENT CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

PARCEL OWNER AND NUMBER

OWNER

PARCEL NUMBER



CENTERLINE CURVE DATA				
#	Δ	R	L	T
2	2°40'19"	955.36	44.55	22.28
34	1°08'36"	5709.65	113.94	56.97

LEGEND	
PROPERTY LINES	---
PROPOSED ROADWAY CENTERLINE	---
EXISTING RIGHT-OF-WAY	---
PROPOSED RIGHT-OF-WAY	---
RIGHT OF WAY TO BE ACQUIRED	---
PERMANENT CONSTRUCTION EASEMENT	---
TEMPORARY CONSTRUCTION EASEMENT	---
PARCEL OWNER AND NUMBER	OWNER PARCEL NUMBER

OWNERSHIPS						
PARCEL NO.	NAME	TOTAL AREA	R/W ACQUIRED	PERMANENT EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMAINDER
	MARGINAL PARKWAY	23,989 SF	4,320 SF	0 SF	3,420 SF	19,681 SF
10148	CITY OF VANCOUVER 004	1,900,182	4,862 SF	0 SF	6,813 SF	1,895,320 SF
10009	SLAVIC	86,834 SF	950 SF	0 SF	1,265 SF	85,884 SF
10019	JOHN	12,783 SF	1,614 SF	0 SF	683 SF	11,175 SF
10023	MILL PLAIN INVESTMENTS LLC	11,042 SF	363 SF	0 SF	511 SF	10,679 SF
10016	CJT HEIGHTS	134,671 SF	1,805 SF	0 SF	1,364 SF	132,866 SF
10020	CJT HEIGHTS 002	105,163 SF	1,875 SF	0 SF	930 SF	103,288 SF
09804	PARK HILL	96,253 SF	793 SF	0 SF	1,133 SF	95,460 SF
09803	PARK HILL 002	76,082 SF	387 SF	0 SF	550 SF	75,695 SF
09802	PARK HILL 003	13,775 SF	468 SF	0 SF	663 SF	13,307 SF
10007	FLOWER POWER PROPERTIES LLC	26,268 SF	37 SF	0 SF	331 SF	26,231 SF



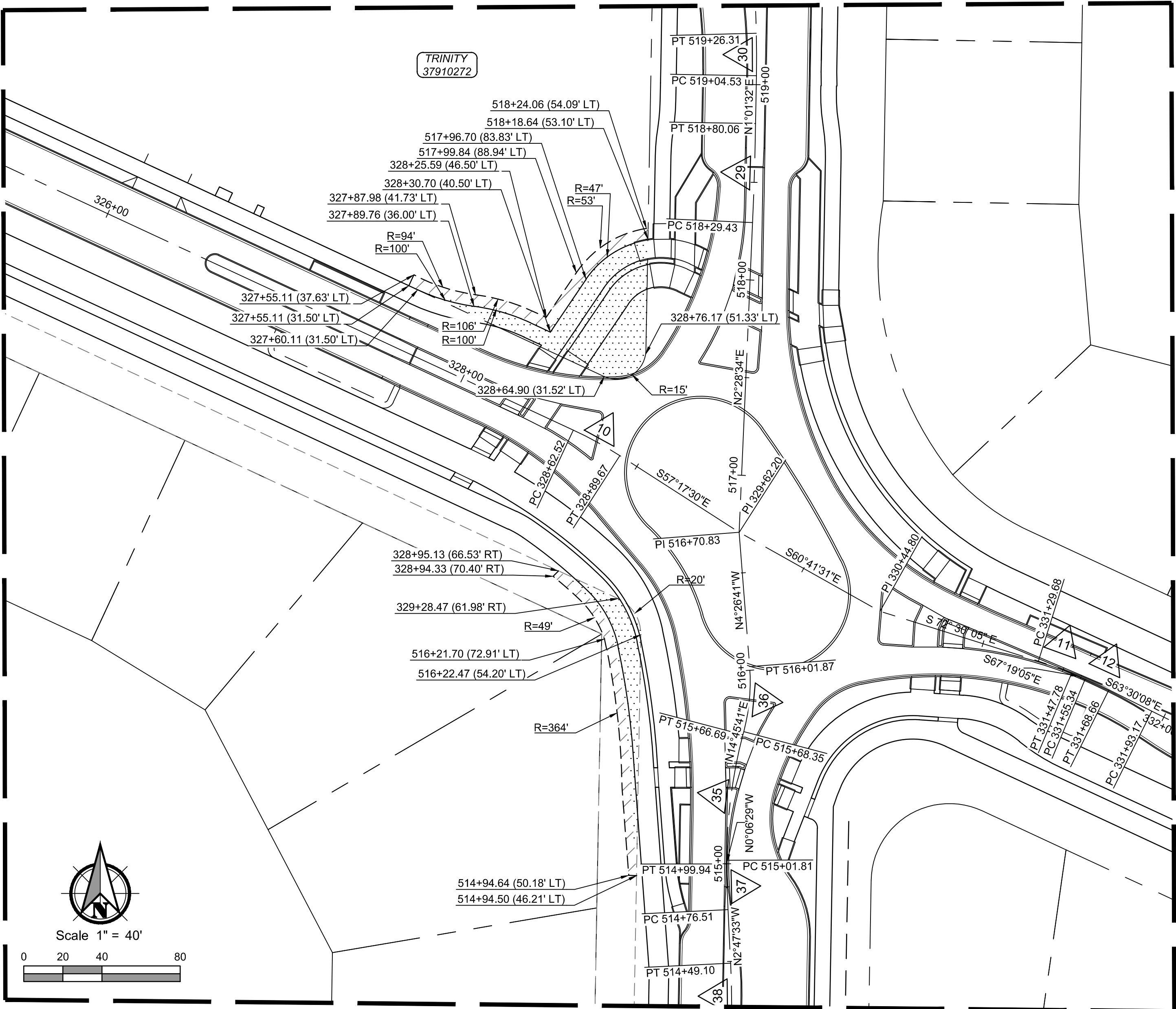
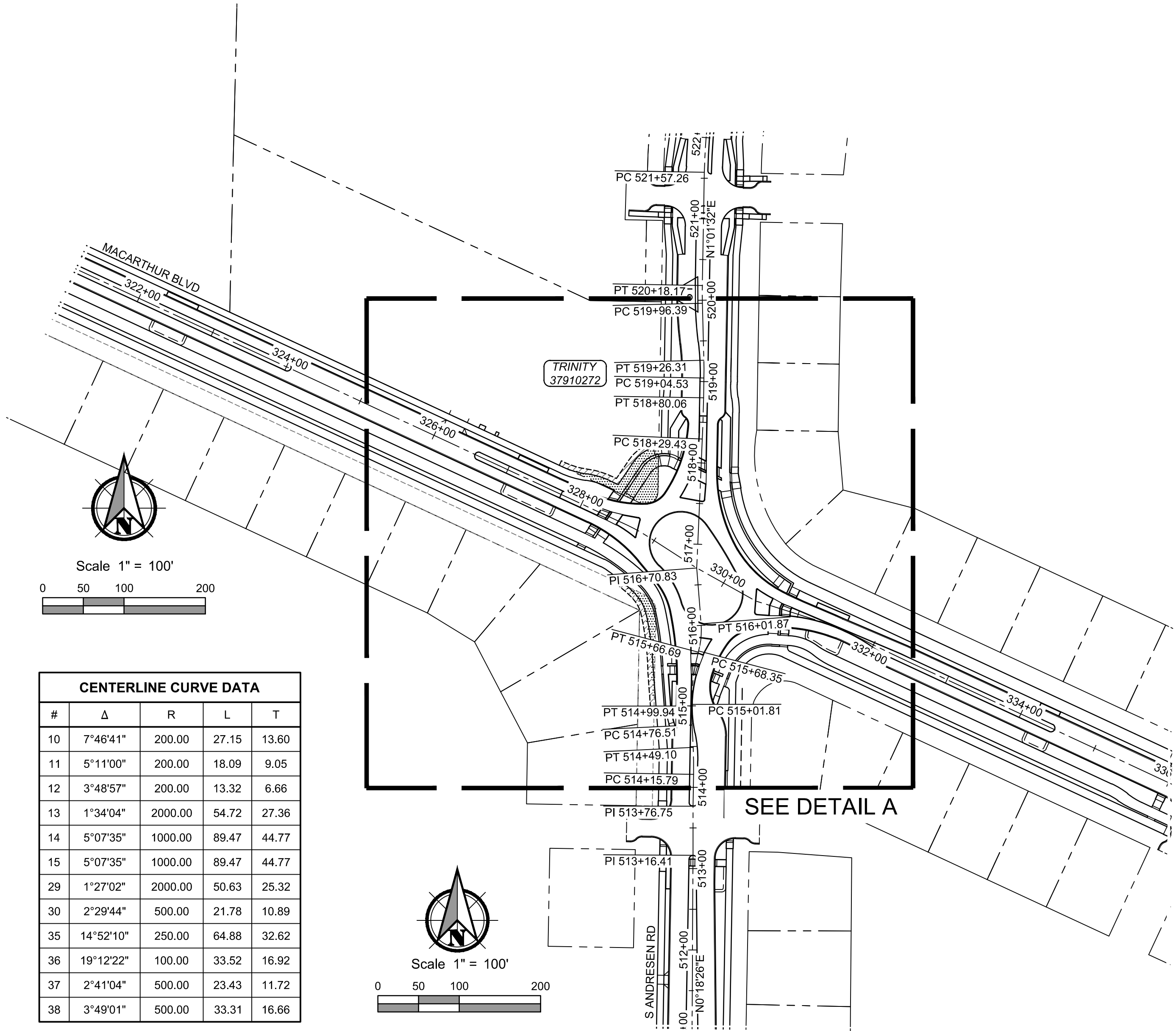
THE HEIGHTS DEVELOPMENT
E MILL PLAIN BLVD & S ANDRESEN RD
CITY OF VANCOUVER, WASHINGTON

RIGHT OF WAY PLAN
STATION 142+50 TO STATION 167+00
STATION 535+50 TO STATION 546+00

BUDGET NO. XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXX (APPRAISALS)
FEDERAL AID NO. XXXXXXXX
FED AGREEMENT NO. XXXXXXXXXXXX

SW 1/4 SEC. 72, T.2N, R.2E., W.M.
SW 1/4 SEC. 62, T.2N, R.2E., W.M.

RW04



DETAIL A

LEGEND	
PROPERTY LINES	---
PROPOSED ROADWAY CENTERLINE	---
EXISTING RIGHT-OF-WAY	---
PROPOSED RIGHT-OF-WAY	---
RIGHT OF WAY TO BE ACQUIRED	---
PERMANENT CONSTRUCTION EASEMENT	---
TEMPORARY CONSTRUCTION EASEMENT	---
PARCEL OWNER AND NUMBER	OWNER PARCEL NUMBER

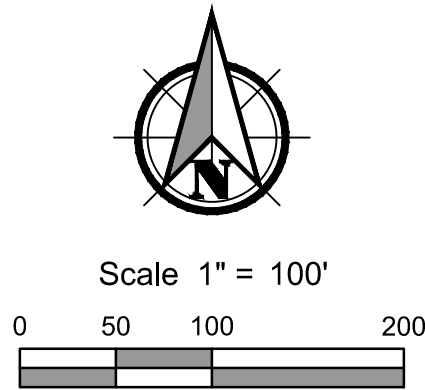
OWNERSHIPS						
PARCEL NO.	NAME	TOTAL AREA	R/W ACQUIRED	PERMANENT EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMAINDER
	MARGINAL PARKWAY	33,055 SF	1,662 SF	0 SF	661 SF	31,914 SF
10272	TRINITY	117,234 SF	2,939 SF	0 SF	731 SF	114,295 SF



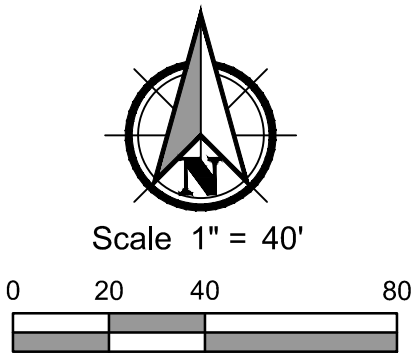
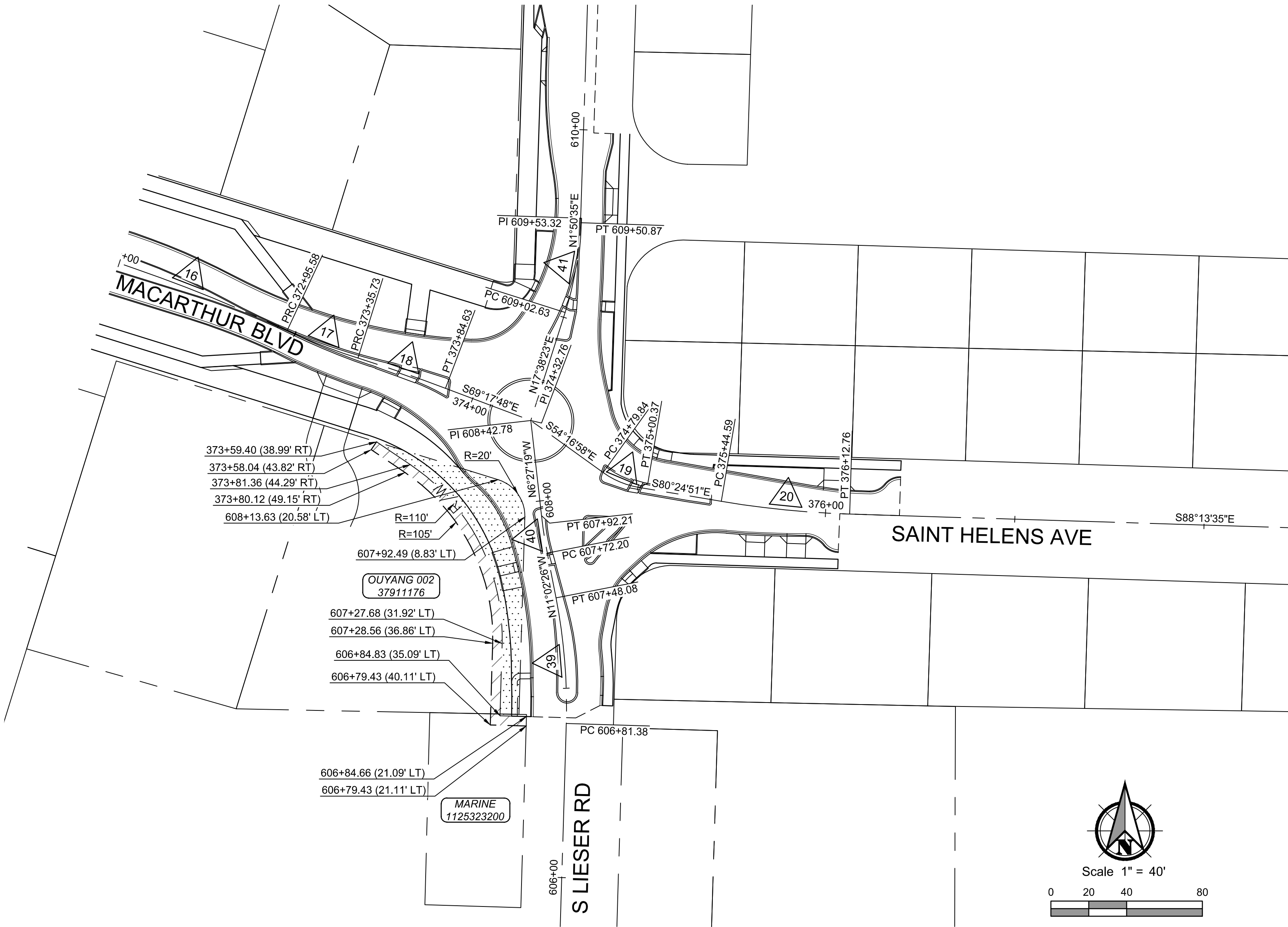
THE HEIGHTS DEVELOPMENT
MACARTHUR BLVD & S ANDRESEN RD
CITY OF VANCOUVER, WASHINGTON

RIGHT OF WAY PLAN
STATION 318+50 TO STATION 346+00
STATION 508+50 TO STATION 519+50

BUDGET NO. XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXX (APPRAISALS)
FEDERAL AID NO. XXXXXXXX
FED AGREEMENT NO. XXXXXXXXXXXX



CENTERLINE CURVE DATA				
#	Δ	R	L	T
16	7°48'02"	850.00	115.72	57.95
17	7°40'07"	300.00	40.15	20.11
18	3°17'46"	850.00	48.90	24.46
19	26°07'54"	45.00	20.52	10.44
20	7°48'43"	500.00	68.17	34.14
39	12°44'15"	300.00	66.69	33.48
40	4°35'07"	250.00	20.01	10.01
41	15°47'48"	175.00	48.25	24.28



LEGEND	
PROPERTY LINES	---
PROPOSED ROADWAY CENTERLINE	---
EXISTING RIGHT-OF-WAY	---
PROPOSED RIGHT-OF-WAY	---
RIGHT OF WAY TO BE ACQUIRED	---
PERMANENT CONSTRUCTION EASEMENT	---
TEMPORARY CONSTRUCTION EASEMENT	---
PARCEL OWNER AND NUMBER	OWNER PARCEL NUMBER

OWNERSHIPS						
PARCEL NO.	NAME	TOTAL AREA	R/W ACQUIRED	PERMANENT EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMAINDER
11176	OUYANG 002	17,607 SF	2,590 SF	0 SF	836 SF	15,017 SF
23200	MARINE	5,177 SF	14 SF	0 SF	100 SF	5,163 SF



THE HEIGHTS DEVELOPMENT
MACARTHUR BLVD & S LIESER RD
CITY OF VANCOUVER, WASHINGTON

RIGHT OF WAY PLAN
STATION 372+00 TO STATION 379+87
STATION 601+50 TO STATION 613+00

BUDGET NO. XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXX (APPRAISALS)
FEDERAL AID NO. XXXXXXXX
FED AGREEMENT NO. XXXXXXXX





Staff Report: 088-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT 2023 Pavement Repairs Project

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The purpose of this contract is to repair areas of failed pavement on streets that are getting treated in the annual pavement preservation program.
- City maintenance crews do not have the capacity to do this amount of pavement repair before the annual pavement preservation program begins.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

The 2023 Pavement Repairs Project is being constructed as part of the pavement management program. This project involves repairing failed pavement on streets that will receive a preservation treatment in 2023. Preservation treatments include microsurfacing, slurry sealing, chip sealing, and cape sealing. Most of the pavement, on the streets selected for preservation, is in fair condition and is ready for a preservation treatment. However, areas of failed pavement need to be repaired before a preservation treatment may be placed on them. This is work that has been done every year to prepare the streets for preservation.

This project also includes streets that are not receiving a preservation treatment this year. Because of the poor pavement condition, the City is incurring excessive maintenance costs for city crews to do maintenance repairs, such as filling potholes and ruts on those streets. It will be more cost effective to do pavement repairs than to continue doing maintenance repairs on them.

The attached vicinity map shows where streets will receive pavement repairs. Corridors include W Kauffman Ave, Reserve St, S Lieser Rd, St Helens Ave, Ross St, NE 54th St, NE 66th Ave, NE 51st St, NE Vancouver Mall Dr, NE Vancouver Mall Loop, SE Ellsworth Rd and various streets in

the Fisher's Creek Neighborhood.

On April 25, 2023 the City received three bids for the subject project. The bids ranged from \$688,687 to \$941,250 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Lakeside Industries, Vancouver, WA	\$ 688,687.00
Granite Construction Co., Vancouver, WA	\$ 743,075.00
W. Business Solutions, LLC, Monroe, WA	\$ 941,250.00
Engineers' Estimate	\$ 600,000.00

The apprenticeship goal for this project was waived per the policy due to the following conditions: (1) a disproportionately high ratio of material costs to labor hours on the particular projects does not make feasible the required minimum level of apprentice participation; (2) the project is less than 30 calendar days or working days in duration and will render apprentice utilization unfeasible at the required levels.

Advantage(s)

1. Will result in preparing the streets for the upcoming Preservation Project on arterials and within neighborhoods protecting the City's investment in its street network.
2. Will reduce higher future maintenance costs on City streets.
3. Will follow through on commitments and improve neighborhood livability.

Disadvantage(s)

1. Neighborhood residents, businesses, and local traffic will be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor will be required to comply with a noise variance for nighttime work. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is currently funded through the Pavement Management Program (\$688,687.00). Sufficient funds are budgeted to construct the project.

Prior Council Review

None

Action Requested

On May 15, 2023, award a construction contract for the 2023 Pavement Repairs Project to the lowest responsive and responsible bidder, Lakeside Industries, Vancouver, WA, at their bid price of \$688,687.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ Contract
- ▣ 2023 Pavement Repairs Project Vicinity Map



CONSTRUCTION CONTRACT # C-101218
BID #23-21: 2023 Pavement Repairs

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 Lakeside Industries, 8705 NE 117th Ave, Vancouver, WA 98662 (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. 23-21 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** 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 the improvement of streets within the City of Vancouver including pavement repairs, planing of roadways, paving of existing roads, minor utility adjustments, and temporary striping and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be fully complete within 30 Working Days from the Notice to Proceed (NTP) date.

- 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 includes 8.5% Washington State Sales Tax (if applicable) \$688,687.00 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF LIABILITY
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 of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 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 42.17 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 its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

26. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

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

28. USE OF CITY'S NAME: Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise

without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

- 29. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 31. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 32. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including all Addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,
6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
7. City of Vancouver Standard Plans,
8. WSDOT Standard Specifications,
9. WSDOT Standard Plans.

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

For the Contractor:
Kenny Butcher
Lakeside Industries
8705 NE 117th Ave
Vancouver, WA 98662
kenny.butcher@lakesideindustries.com

The undersigned, as the authorized representatives of the Owner 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:
Lakeside Industries

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: 089-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT 2023 Joint Agency Road Preservation Project

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb to curb work done on them.
- The project includes approximately 20 lane miles of street preservation. Additional street preservation work will be performed under the 2023 Slurry Seal contract.
- City maintenance crews do not have adequate staff or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

Clark County and the City of Vancouver have solicited a joint bid for each agency's 2023 road preservation project. Each agency will execute a separate contract for their part of the work.

On March 21, 2023, Clark County received three bids for the 2023 Joint Agency Road Preservation Project. The bids ranged from \$2,979,979 to \$3,259,325. The low bidder was responsive. The 2023 City of Vancouver part of the work is \$1,300,713.75.

SUMMARY OF BIDS		
BIDDER	VANCOUVER'S BID	COMBINED BIDS
Doolittle Construction, LLC, Bellevue, WA	\$1,300,713.75	\$2,979,979.00
One Way Trigger LLC, Sacramento, CA	\$1,318,669.00	\$3,023,953.24
VSS International Inc, West Sacramento, CA	\$1,323,650.68	\$3,259,325.00

		\$2,500,000.00
		to
<u>Engineers' Estimate</u>	\$1,300,000.00	\$3,200,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Doolittle Construction, LLC, of Bellevue, WA has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 101 hours of apprentice time of the estimating a total of 3,358 applicable labor hours for the project.

Advantage(s)

1. Will result in improved pavement on approximately 20 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City and Clark County are working cooperatively to make the best use of limited funds by reducing construction costs through economies of scales.
3. Will reduce higher maintenance costs on City streets, as well as extend the life of the pavement before more costly treatments are required.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive over the new surface within a few hours at most, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$1,301,000). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On May 15, 2023, award a construction contract for the 2023 Joint Agency Road Preservation Project to the lowest responsive and responsible bidder, Doolittle Construction, LLC, Bellevue, WA, at their bid price of \$1,300,713.75, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract



Legend

2023 Preservation

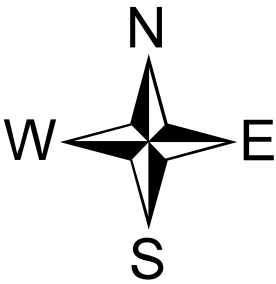
Treatment Type

- ASPHALT RUBBER CHIP SEAL
- CAPE SEAL WITH MICRO
- MICROSURFACING - TYPE 2
- MICROSURFACING - TYPE 3
- SLURRY SEAL
- Vancouver City Limits

Updated: 2/16/2023

City of Vancouver 2023 Preservation Streets Map

Subject to Change





CONSTRUCTION CONTRACT # C-101232
BID 23-14: JOINT AGENCY PRESERVATION PROJECT

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 Doolittle Construction, PO Box 1819, Snoqualmie, WA 98065, (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/County's issued Invitation to Bid (ITB) No. 23-14, Project No. 0001618, and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** 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 the improvement of various roads by placing slurry seal, chip seal, micro-surfacing, fog seal, striping and pavement marking and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be physically complete within 56 Working Days from the Notice to Proceed (NTP) date.

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 includes 8.5% Washington State Sales Tax (if applicable) \$1,300,713.75 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
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000

COVERAGE	LIMITS OF LIABILITY
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 of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 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 42.17 RCW for withholding or delaying public disclosure of such information.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.

- 22. 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.

- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

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

30. 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. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Bid,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. City of Vancouver Standard Plans,
10. WSDOT Amendments to the WSDOT Standard Specifications,
11. WSDOT Standard Specifications,
12. WSDOT Standard Plans.

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

For the Contractor:
Marc Thoreson
Doolittle Construction, LLC
PO Box 1819
Snoqualmie, WA 98065
mthoreson@doolittlellc.com

The undersigned, as the authorized representatives of the Owner 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:

Doolittle Construction, 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: 090-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Amend Professional Services Agreements for On-Call Wastewater Treatment Engineering Services

Key Points

- On-call task order professional service contracts allow for efficient procurement of scope-specific planning, regulatory, engineering, and design services for the City's wastewater treatment plant facilities.
- In 2019, Wastewater Treatment engineering staff solicited Requests for Qualifications (RFQ 18-19) and executed 5-year professional service agreement contracts for planning, design, electrical, structural, construction management and regulatory services with 12 firms with local and regional offices. These contracts were approved by Council with Staff Report 180-19.
- Original contract amounts for Brown and Caldwell, Jacobs Engineering, and Kennedy Jenks are \$800,000 for each firm.
- Jacobs Engineering had Amendment No. 1 executed on 3/25/2022 that increased the contract amount to \$860,000.
- Staff anticipate exceeding the \$800,000 (\$860,000 for Jacobs Engineering) contract limits for the remainder of the contract period and require Council approval to amend the contracts to increase budgets limits.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

City staff has issued task orders under the on-call professional service contracts with Brown and Caldwell, Jacobs, and Kennedy Jenks for planning, engineering design, and regulatory support services for wastewater system capacity planning studies and process equipment replacement projects. These projects, as well as other smaller task orders, have budgets nearing the contract limits of \$800,000 for each of the firms. Additional task orders are needed to continue the

following projects through 2024.

- Design of Marine Park Wastewater Treatment Facility (WWTF) solids conveyance to Westside Wastewater Treatment Facility
- Long range planning for wastewater solids management program
- Odor control planning for Westside WWTF
- Design of secondary treatment basins improvements at Marine Park WWTF
- Design of wastewater influent screening system (replacement) at Marine Park WWTF
- Design of centrifuge dewatering system (replacement) at Westside WWTF

These larger projects are included in the Capital Improvement Plan (CIP) and the 2023-24 budget for the Sewer Construction Fund. Increases in budgets to the on-call contracts are needed to advance and complete these projects.

The requested budget amounts are summarized in the following table.

CONTRACT		CONTRACT AMOUNTS	
NUMBER	FIRM	CURRENT	REQUESTED
C-100220	Brown and Caldwell	\$ 800,000	\$ 2,500,000
C-100232	Jacobs	\$ 860,000	\$ 2,100,000
C-100250	Kennedy Jenks	\$ 800,000	\$ 1,300,000

Advantage(s)

1. Provides continuity by allowing design consultants to continue work on existing wastewater treatment planning and design projects.
2. The on-call contracts provide efficiencies and flexibilities in scoping of projects and procuring task orders.
3. Projects with engineering firms with on-call arrangements provide high value and high-quality projects for the City to meet wastewater treatment plant needs and regulatory requirements.

Disadvantage(s)

Using consultants can be more costly than using City staff, however, the complex nature of projects requires engineering teams with specialized disciplines and expertise beyond the capacity of current staff.

Budget Impact

Planning and engineering costs for current project needs referred in this staff report are included in the 2023-24 biennial capital budget for the Sewer Construction Fund.

Prior Council Review

Authorization to execute Professional Service Agreements at the December 2, 2019, Vancouver

City Council Meeting.

Action Requested

Authorize the City Manager or designee to execute amendments to the Professional Service Agreements with Brown and Caldwell, Jacobs Engineering, and Kennedy Jenks to not-to-exceed amounts of as listed above.

Frank Dick, Senior Civil Engineer, 360-487-7179

ATTACHMENTS:

- ▣ Amendment No. 1 Brown and Caldwell
- ▣ Brown and Caldwell C-100220 Executed
- ▣ Amendment No. 1 Kennedy Jenks
- ▣ Kennedy Jenks C-100250 executed
- ▣ Amendment No. 2 Jacobs
- ▣ Jacobs C-100232 executed

SERVICE AGREEMENT C-100220

AMENDMENT No. 1

On-Call Wastewater Treatment Engineering Services

This Agreement amends the Professional Services Agreement number C-100220 by and between the City of Vancouver, hereinafter referred to as "City", and Brown & Caldwell, hereinafter referred to as "Contractor", whose address is 6500 SW Macadam Ave, Ste 200, Portland, OR 97239, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,700,000 to a revised authorized amount of \$2,500,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Brown & Caldwell

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 100220

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Brown & Caldwell hereinafter referred to as "Contractor", whose address is 6500 SW Macadam Avenue, Suite 200 Portland, Oregon 97239.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work categories 1,2,3,4,5) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/task must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$800,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. 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; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. 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.

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. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted 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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability Insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars

(\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. 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.

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

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street

Contractor:

Brown & Caldwell
Attn: Tim Mills
6500 SW Macadam Ave, Suite 200

P O Box 1995
Vancouver WA 98668-1995

Portland, Oregon 97239

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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.

17. Ratification.

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

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

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

23. 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.

DATED this 7th day of January, 2020

CITY OF VANCOUVER,

A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Brown & Caldwell



Signature:

Attest:

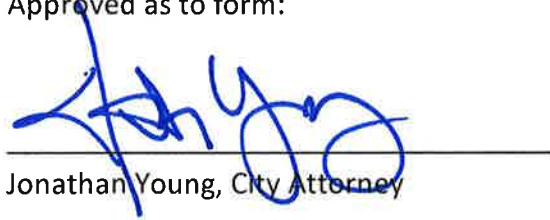


Natasha Ramras, City Clerk

Bryan K. Paulson / VP

By: Printed Name / Title

Approved as to form:



Jonathan Young, City Attorney

**Brown and Caldwell, Inc. Hourly Billing Rates for City of Vancouver
Wastewater System Planning and Design Services On-Call Agreement**

2020 City of Vancouver Rates

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I	\$66
B	Drafter Trainee	Field Service Technician I	Word Processor I	
C	Assistant Drafter	Field Service Technician II	Office/Support Services II	\$74
			Word Processor II	
D	Drafter		Office/Support Services III	\$84
	Engineering Aide		Accountant I	
	Inspection Aide		Project Analyst I	
	Engineer I	Field Service Technician III	Word Processor III	
E	Senior Drafter		Office/Support Services IV	\$98
	Senior Illustrator			
	Inspector I	Geologist/Hydrogeologist I	Accountant II	
		Scientist I	Project Analyst II	
		Senior Field Service Technician	Word Processor IV	\$112
F	Engineer II		Accountant III	
	Inspector II		Project Analyst III	
	Lead Drafter	Geologist/Hydrogeologist II	Area Business Operations Mgr	
	Lead Illustrator	Scientist II	Technical Writer	
			Word Processing Supervisor	\$128
G	Engineer III			
	Inspector III			
	Senior Designer			
	Supervising Drafter	Geologist/Hydrogeologist III	Accountant IV	
	Supervising Illustrator	Scientist III	Administrative Manager	\$147
H	Senior Engineer			
	Principal Designer			
	Senior Construction Engineer	Senior Geologist/Hydrogeologist		
	Senior Engineer	Senior Scientist	Senior Technical Writer	\$171
	Principal Engineer			
I	Principal Construction Engineer	Principal Geologist/Hydrogeologist		
	Supervising Designer	Principal Scientist	Corp. Contract Administrator	\$198
J	Supervising Engineer	Supervising Scientist		
	Supervising Constr. Engineer	Supervising Geologist/Hydrogeologist		
	Supervising Engineer		Assistant Controller	\$234
K		Managing Geologist/Hydrogeologist		
	Managing Engineer	Managing Scientist	Area Bus Ops Mgr IV	\$270
L	Chief Engineer	Chief Scientist		
	Executive Engineer	Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$296
M	Vice President			\$296
N	Senior Vice President			\$296
O	President/Executive Vice President			\$296
P	Chief Executive Officer			\$296

Notes

1. Rates valid through December 31, 2020.
2. The rate schedule may be updated annually for escalation of rates.
3. Miscellaneous project expenses (CAD computers and printers, software licenses, color graphics, copying, printing, etc.) are included in the hourly rates and not billed separately.
4. Mileage costs are based on the IRS standard mileage rate, currently \$0.58 per mile.
5. Subconsultant work is subject to a 5% markup.

Brown and Caldwell, Inc.
6500 SW Macadam Ave, Suite 200
Portland, OR 97239

SERVICE AGREEMENT C-100250

AMENDMENT No. 1

On-Call Wastewater Treatment Engineering Services

This Agreement amends the Professional Services Agreement number C-100250 by and between the City of Vancouver, hereinafter referred to as "City", and Kennedy Jenks Consultants, hereinafter referred to as "Contractor", whose address is 1500 NE Irving St, Suite 200, Portland, OR 97232, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$500,000.00 to a revised authorized amount of \$1,300,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Kennedy Jenks Consultants

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C - 100250

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Kennedy Jenks Consultants, Incorporated hereinafter referred to as "Contractor", whose address is 421 SW 6th Avenue, Suite 1000, Portland, Oregon 97204.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work categories 1,2,5,6) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$800,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. 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; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. 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.

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. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted 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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. 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.

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

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Kennedy Jenks Consultants, Incorporated
Attn: Michael Humm

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

421 SW 6th Avenue, Suite 1000
Portland, Oregon 97204

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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.

17. Ratification.

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

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

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

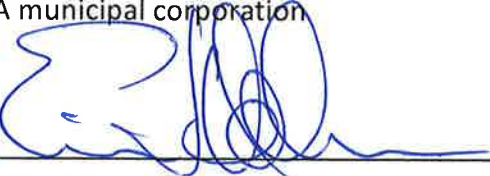
23. Nondiscrimination.

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.

DATED this 27th day of January, 2020

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:

Kennedy Jenks Consultants, Incorporated

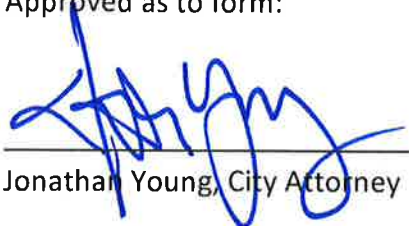

Signature:

Attest:


Natasha Ramras, City Clerk

MARK CULLINGTON / VICE PRESIDENT
By: Printed Name / Title

Approved as to form:


Jonathan Young, City Attorney

Client/Address: City of Vancouver
PO Box 1995
Vancouver WA 98668-1995

Contract/Proposal Date: November 7, 2019

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$120
Engineer-Scientist-Specialist 2	\$140
Engineer-Scientist-Specialist 3	\$150
Engineer-Scientist-Specialist 4	\$170
Engineer-Scientist-Specialist 5	\$180
Engineer-Scientist-Specialist 6	\$200
Engineer-Scientist-Specialist 7	\$220
Engineer-Scientist-Specialist 8	\$230
Engineer-Scientist-Specialist 9	\$240
Aide	\$95
Administrative Assistant	\$100
Project Administrator	\$110
CAD Designer	\$130
Senior CAD-Designer	\$145

In addition to the above Hourly Rates, an Associated Project Cost charge of \$5 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective upon contract execution and through December 31, 2020. After December 31, 2020, and yearly thereafter, the Schedule of Charges will reflect a 3% increase from the previous years' rates.

SERVICE AGREEMENT C-100232

AMENDMENT No. 2

On-Call Wastewater Treatment Engineering Services

This Agreement amends the Professional Services Agreement number C-100232 by and between the City of Vancouver, hereinafter referred to as "City", and Jacobs Engineering Group Inc hereinafter referred to as "Contractor", whose address is 1999 Bryan St, Suite 1200, Dallas, TX 75201, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,240,000 to a revised authorized amount of \$2,100,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Jacobs Engineering Group Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 100232

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Jacobs Engineering Group, Incorporated hereinafter referred to as "Contractor", whose address is 2020 SW Fourth Avenue, 3rd Floor, Portland, Oregon 97201.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work categories 1,3,4) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$800,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. 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; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. 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.

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. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted 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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

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City:

Anna Vogel
City of Vancouver

Contractor:

Jacobs Engineering Group, Incorporated
Attn: Matt Noesen

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

2020 SW Fourth Avenue, 3rd Floor
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All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

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

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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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

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21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

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

23. Nondiscrimination.

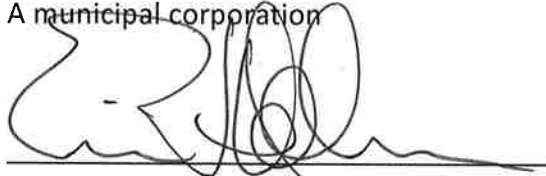
The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

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.

DATED this 13th day of January, 2020

CITY OF VANCOUVER,

A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Jacobs Engineering Group, Incorporated



Signature:

Attest:

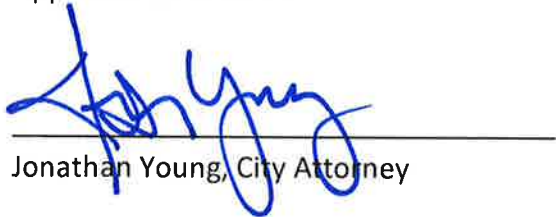


Natasha Ramras, City Clerk

DAT VAN DUSAR / DESIGNATED MANAGER

By: Printed Name / Title

Approved as to form:



Jonathan Young, City Attorney

SCHEDULE OF CHARGES

City of Vancouver On-Call Wastewater System Planning and Design Services

Jacobs Engineering Group, Inc.

PERSONNEL

Labor will be invoiced by staff classification at the following hourly rates, which are valid through this contract expiration.

Staff Category Billing Rate Hourly (hourly)	2019	2020	2021
Principal Project Manager/Program Director	\$298	\$307	\$316
Senior Advisor	\$264	\$272	\$280
Senior Project Manager	\$241	\$248	\$255
Project Manager/Sr. Engineer	\$229	\$236	\$243
Mid-Level Engineer/Sr. Technical Staff	\$218	\$225	\$232
Senior Project Engineer	\$199	\$205	\$211
Project Engineer	\$189	\$195	\$201
Technical Staff	\$181	\$186	\$192
Senior Technician	\$170	\$175	\$181
Engineer/Editor	\$158	\$163	\$168
Staff Engineer 2	\$146	\$150	\$155
Technician 2	\$136	\$140	\$145
Staff Engineer 1/Scientist	\$123	\$127	\$131
Technician 1	\$111	\$114	\$117
Project Assistant/Project Accountant	\$100	\$103	\$106
Office	\$89	\$92	\$95
Intern	\$77	\$79	\$81

PROJECT EXPENSES

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost plus a 10 percent markup. These expenses are anticipated to include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

OUTSIDE SERVICES

Outside technical, professional and other services will be invoiced at actual cost plus 10 percent markup.



Staff Report: 091-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Professional Service Amendments for On-Call Stormwater Engineering Retrofit Planning and Design Services

Key Points

- The objective is to amend two PSAs that are nearing the not to exceed value of the contract.
- The PSAs were issued in September 2020 with a not to exceed value of \$1,000,000 for a period of five years.
- The PSAs would be increased in value by \$500,000, for a final not to exceed value of \$1,500,000.
- The end date of the five-year contract is not proposed to be changed.
- The majority of these contract expenses will be reimbursed through existing and future grants.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

The City issued RFQ #20-20 for on-call stormwater retrofit planning and design services in March 2020. In July 2020, Council approved issuance of ten (10) Professional Services Agreements with Otak, Harper Houf Peterson Righellis, Maul Foster & Alongi, Gray & Osborne, and MacKay Sposito, all of Vancouver; Herrera Environmental Consultants, HDR Engineering, Brown and Caldwell, Parametrix, and Mead & Hunt, all of Portland for the provision of stormwater retrofit planning and design services on an as-needed basis for five years. The not to exceed value was \$1,000,000 for the 5-year life of each contract.

Due to ongoing grant and capital project design, contract C-100397 with Mead and Hunt, and contract C-100402 with Herrera are near capacity of the original not to exceed value. Surface Water Management has design and grant projects spanning multiple years with these two firms that need additional capacity to bring these projects to completion.

In order to provide continuity and maintain project schedule, allowing these two consultants to continue current projects through final design is in the best interest of the City. Surface Water Management has determined that schedule delays may impact grant funding if the work on current projects is transferred to another consultant.

The other eight (8) PSAs issued in August 2020 are not anticipated to reach capacity during the five-year contract duration. Surface Water Management will continue to utilize these PSAs for future projects.

Advantage(s)

1. Provides continuity in design consultants for existing stormwater retrofit planning and design projects with near term deadlines.
2. Provides maximum flexibility to Surface Water Management teams to ensure all projects are adequately and professionally staffed.
3. Provides adequate staffing for Ecology-grant projects helping to ensure that grant timelines are met.

Due to on-going project needs and an increased amount of design work, increasing the contract budgets is necessary to ensure continued successful project implementation. The revised contract not to exceed amount would be increased from \$1,000,000 to \$1,500,000 for the Mead and Hunt, and Herrera contracts.

Disadvantage(s)

Using consultants can be more costly than using City staff, however, the short-term nature of on-call task assignments creates an as-needed, short-term supplement to City staff during peak workloads at a reasonable cost.

Budget Impact

No additional budget is required for these contracts. Future expenditures will be paid from the applicable project's budget in the Surface Water Operating and Capital fund budgets approved in the adopted FY23/24 budget. The majority of the projects are Ecology-grant funded.

Prior Council Review

July 27, 2020 Council approved the on-call contracts per RFQ #20-20.

Action Requested

Authorize the City Manager or their designee to execute an amendment to Professional Services Agreements C-100397 with Mead and Hunt, and C-100402 with Herrera, to increase the not to exceed value to \$1,500,000.00 for the 5-year life of each contract.

Aaron Rice, Civil Engineer, 360-487-7170

ATTACHMENTS:

- ▣ Mead and Hunt Contract
- ▣ Herrera Contract
- ▣ Amendment No 1 - C-100402
- ▣ Amendment No 2 - C-100397 draft
- ▣ Amendment 1 - Executed

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100397
ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Mead & Hunt, Inc. hereinafter referred to as "Contractor", whose address is 9600 NE Cascades Parkway, Suite 100, Portland, Oregon 97220.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on July 27, 2020 of Staff Report No. 090-20; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On-Call Stormwater Retrofit Design and Planning Services on an as-needed basis for a variety of projects per RFQ No. 20-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services on an on call, task by task, as needed basis, at the rates attached. Payment for these services shall not exceed \$1,000,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. 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; Purchase Orders; Contractor's submitted proposal to RFQ No. 20-20 and RFQ No. 20-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be

exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. 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.

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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. 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.

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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.

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Kari Nichols
Mead & Hunt, Inc.
9600 NE Cascades Parkway, Suite 100
Portland, Oregon 97220

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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.

17. Ratification.

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

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Interlocal 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. Debarment.

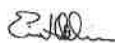
The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

23. Nondiscrimination.

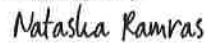
The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of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

DATED this 14th day of august, 2020

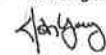
CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A91B3485CA467...
Eric Holmes, City Manager

Attest:

DocuSigned by:

BCF8734F40E94AE... 8/14/2020
Natasha Ramras, Chief Financial Officer

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2... 8/13/2020
Jonathan Young, City Attorney

CONTRACTOR:
Mead & Hunt, Inc.

DocuSigned by:
Karolynne Nichols
BB21E97675AF400...
Signature:
Karolynne Nichols Vice President

By: Printed Name / Title

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2020

Standard Billing Rates

Clerical.....	\$79.00 / hour
Technical Editor.....	\$113.00 / hour
Senior Editor.....	\$183.00 / hour
Registered Land Surveyor.....	\$144.00 / hour
Accounting, Administrative Assistant.....	\$101.00 / hour
Technician I, Technical Writer.....	\$101.00 / hour
Technician II, Surveyor - Instrument Person.....	\$116.00 / hour
Technician III.....	\$134.00 / hour
Technician IV.....	\$149.00 / hour
Senior Technician.....	\$159.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I.....	\$129.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II.....	\$147.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III.....	\$165.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$183.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner.....	\$203.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner.....	\$234.00 / hour
Senior Associate.....	\$261.00 / hour
Principal.....	\$284.00 / hour
Senior Client/Project Manager.....	\$284.00 / hour

Expenses

Geographic Information or GPS Systems.....	\$100.00 / day
Total Station Survey Equipment.....	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage.....	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2020, and will remain in effect until December 31, 2020, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100402
ON-CALL PROFESSIONAL STORMWATER RETROFIT, DESIGN AND PLANNING

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Herrera Environmental Consultants hereinafter referred to as "Contractor", whose address is 1001 SW Water Avenue, Portland, Oregon 97209.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on July 27, 2020 of Staff Report No. 090-20; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On-Call Stormwater Retrofit Design and Planning Services on an as-needed basis for a variety of projects per RFQ No. 20-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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.

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2. 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; Purchase Orders; Contractor's submitted proposal to RFQ No. 20-20 and RFQ No. 20-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

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exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

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8. Ownership of Records and Documents.

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9. Termination.

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, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. **The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance.** The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. **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.

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

h. **Coverage Trigger:** The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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.

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Adam Lee
Herrera Environmental Consultants
1001 SE Water Avenue
Portland, Oregon 97209

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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.

17. Ratification.

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

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Interlocal 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. Debarment.

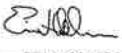
The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

23. 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.

DATED this 18th day of August, 2020

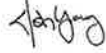
CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A9183485CA467
Eric Holmes, City Manager

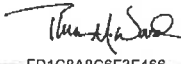
Attest:

DocuSigned by:
Natasha Ramras 8/18/2020
BCF6734E40E94AE
Natasha Ramras, Chief Financial Officer

Approved as to form:

DocuSigned by:

8/18/2020
9A7DC2E31E694A2
Jonathan Young, City Attorney

CONTRACTOR:
Herrera Environmental Consultants

DocuSigned by:

FD1C8A8C6F3F466

Signature:

Theresa Wood

Vice President

By: Printed Name / Title

City of Vancouver, WA
On-Call Stormwater Retrofit, Design, and Planning, RFQ #20-20
Herrera Environmental Consultants, Inc.

2020 Billing Rate Schedule

Labor Category	All Inclusive Hourly Billing Rate	
	Minimum	Maximum
President, Executive Vice President, Vice President	231.04	280.51
Engineer VI / Scientist VI / Planner VI / GIS Analyst VI	213.18	249.21
Engineer V / Scientist V / Planner V / GIS Analyst V	142.12	250.73
Engineer IV / Scientist IV / Planner IV / Landscape Architect IV / CAD Technician IV / GIS Analyst IV	129.20	200.10
Engineer III / Scientist III / Planner III / Landscape Architect III / CAD Technician III / GIS Analyst III	114.12	161.10
Engineer II / Scientist II / Planner II / Landscape Designer II / CAD Technician II / GIS Analyst II	88.44	131.52
Engineer I / Scientist I / Planner I / Landscape Designer I / CAD Technician I / GIS Analyst I	43.61	98.35
Intern	48.45	67.83
Accounting Administrator I, II, III, IV, V	81.40	185.18
Project Accountant I, II, III, IV	74.29	120.67
Administrative Coordinator II, III, IV / Word Processor II, III	64.60	121.21

SERVICE AGREEMENT C-100402

AMENDMENT No. 1

On-Call Storm Water Retrofit Planning and Design Services

This Agreement amends the Professional Services Agreement number C-100402 by and between the City of Vancouver, hereinafter referred to as "City", and Herrera Environmental Consultants, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$500,000 to a revised authorized amount of \$1,500,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Herrera Environmental Consultants

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT C-100397

AMENDMENT No. 2

On-Call Storm Water Retrofit Planning and Design Services

This Agreement amends the Professional Services Agreement number C-100397 by and between the City of Vancouver, hereinafter referred to as "City", and Mead and Hunt Inc, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$500,000 to a revised authorized amount of \$1,500,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Mead and Hunt Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT #C-100397

AMENDMENT No. 1

On-Call Storm Water Retrofit Planning and Design Services

This Agreement amends the Professional Services Agreement number C-100397 by and between the City of Vancouver, hereinafter referred to as "City", and Mead and Hunt Inc., hereinafter referred to as "Contractor", whose address is 9600 NE Cascades Parkway, Suite 100, Portland, OR 97220, for services offered.

This amendment amends the original agreement as follows:

1. Updating the language contained in Section 7, Compensation and Schedule of Payments, with the 2022 Billing Rate Schedule herein attached and by reference made part of the Contract. Rates are effective August 14, 2022.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



Eric Holmes, City Manager

8/1/2022

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

CONTRACTOR:

Mead & Hunt, Inc.

DocuSigned by:

Karolynne Nichols

Signature

Karolynne Nichols, Vice President

Printed Name /Title

7/27/2022

Date

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2022

Standard Billing Rates

Clerical	\$84.00 / hour
Technical Editor	\$120.00 / hour
Senior Editor	\$196.00 / hour
Registered Land Surveyor	\$153.00 / hour
Accounting, Administrative Assistant	\$108.00 / hour
Technician I, Technical Writer	\$108.00 / hour
Technician II, Surveyor - Instrument Person	\$124.00 / hour
Technician III	\$143.00 / hour
Technician IV	\$159.00 / hour
Senior Technician	\$170.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$138.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$156.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$176.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$196.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$216.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$249.00 / hour
Senior Associate	\$278.00 / hour
Principal	\$303.00 / hour
Senior Client/Project Manager	\$303.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



Staff Report: 092-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Purchase and Sale Agreement and Donation Acceptance for Real Estate Acquisition

Key Points

- The proposed transaction contemplates the City's acquisition of certain real property consisting of five parcels of primarily unimproved, vacant land located in Clark County at Evergreen Boulevard and C Street in Vancouver, Washington, totaling approximately 3.18 acres, formerly known as the Riverwest Project and commonly known as Library Square, in accordance with the terms and provisions of the Purchase and Sale Agreement.
- The property shares boundaries with the Vancouver Community Library branch of the Fort Vancouver Regional Library District.
- The Library Square parcels occupy a strategic location in downtown Vancouver, adjacent to C-TRAN's planned Mill Plain BRT line and the proposed terminus for light rail as part of the Interstate Bridge Replacement (IBR) project.
- Because of its location, the property is an ideal location for future redevelopment and, by owning the parcels, the City will be in a position to ensure that any redevelopment of the property maximizes public benefits to the city as well as incorporates the interests of local partners, including FVRL.
- The purchase price for the parcels is less than the appraised value, and the property owner wishes to donate the property equivalent to the difference in value, in accordance with Vancouver Municipal Code Chapter 3.26 and the City's Donation Acceptance Policy.

Strategic Plan Alignment

Goal 1, Objective 1.1: Ensure our built urban environment is one of the safest, most environmentally responsible, and well-maintained in the Pacific Northwest; Develop and maintain a safe, balanced, and innovative transportation system that will meet the needs of future generations

Goal 6, Objective 6.2: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services; Improve amenities and services that allow residents to "age in place"

Goal 8, Objective 8.1: Strengthen commercial, retail and community districts throughout the city;

Make downtown Vancouver a vibrant destination for the community and the region

Goal 10: Use our influence to support community partners' actions, projects, and initiatives that improve our community's livability and prosperity

Present Situation

The Library Square property occupies approximately 3.18 acres of largely unimproved, vacant land, located at Evergreen Boulevard and C Street in downtown Vancouver. The property was subject to a now expired development agreement between the City and owner (Evergreen Investors LLC) that contemplated a mixed-use development and parking that would serve the project and the Library. While the planned development did not occur, the property is still subject to a Supplemental Development Agreement dated April 6, 2009, that requires the City and owner to provide parking to meet the needs of the Library.

Conceptual plans for the alignment of light rail to be included in the proposed IBR project show the terminus for light rail adjacent to the Library Square property in the right-of-way currently occupied by I-5. In addition, these conceptual plans show a highway cap that would connect the Library Square property with the Fort Vancouver Historic Reserve on the east side of I-5. Based on these plans, the Library Square property would be a critical redevelopment site that would support light rail through high-density mixed-use development that includes parking for transit riders. Furthermore, even without the IBR plans, the site retains strategic value for the growth of downtown.

The property offers the additional benefit of being approved as a site under the Washington State Local Infrastructure Financing Tool (LIFT). This program allows the City to finance specific infrastructure improvements, including structured parking, using tax revenue generated from the project. This LIFT designation is in place through 2044.

The City and owner have negotiated a purchase and sale agreement to acquire the property through the combination of payment of a \$12 million purchase price and donation by the property owner. Both the City and property owner independently commissioned MAI certified appraisals that validate the purchase price.

Closing of the transaction is contingent upon the City's completion of due diligence and inspection of the property, which must demonstrate that the acquisition is merited in consideration of any City policy implications or future capital or maintenance costs associated with the property.

Provided that the City is able to complete due diligence of the property on or before June 15, 2023, to the City's satisfaction, the City would close the transaction by June 30, 2023, as well as accept a donation from the property owner valued at the difference between the purchase price and the appraised value of the property, as provided by the City's Donation Acceptance Policy and the proposed donation resolution.

Advantage(s)

1. This action allows the City to assume ownership of a strategic property in downtown Vancouver.
2. The City has the opportunity to purchase the property for less than appraised value.

3. Over time, the City anticipates recouping value of the property through interagency partnerships with the IBR and related redevelopment.

Disadvantage(s)

1. Given the timing and uncertainty of the Interstate Bridge Project, the City will not pursue immediate redevelopment of the property and will therefore be unable to recoup any investment in the property in the near term.
2. In the short term, financial resources used to support this acquisition will not be available for other purposes. However, the resources are expected to be recouped through eventual development of the site.

Budget Impact

- The acquisition of this property will require an immediate investment of \$12 million of City funds. Given the value of the property and the development potential of this location, the City expects to recoup its investment through either a future disposition or public benefits generated from development of the site.
- In addition, the City will incur closing costs of approximately \$25,000 and annual property management costs of approximately \$50,000.
- Funding is included in the Spring Supplemental for this acquisition.

Prior Council Review

None

Action Requested

1. Approve the transactions contemplated by the draft Purchase and Sale Agreement, and authorize the City Manager or their designee to sign the Purchase and Sale Agreement in substantially the form attached, along with all related documents necessary to facilitate acquisition of the property; and
2. Adopt the resolution allowing the City to accept the donation.

Patrick Quinton, Economic Development Director, 360-487-7845

ATTACHMENTS:

- ▢ Form Purchase and Sale Agreement
- ▢ Donation Resolution
- ▢ Council Presentation

REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN: Evergreen Investors LLC, a Washington limited liability company
("SELLER")
c/o Killian Pacific Development, LLC
1615 SE 3rd Avenue, Suite 100
Portland, OR 97214

AND: City of Vancouver, a Washington municipal corporation
("BUYER" or "CITY")
PO Box 1995
Vancouver, WA 98668-1995

EFFECTIVE DATE: May 1, 2023

RECITALS

WHEREAS, Seller owns certain real property consisting of five parcels of primarily unimproved, vacant land located in Clark County at Evergreen Boulevard and C Street in Vancouver, Washington, totaling approximately 3.18 acres, formerly known as the Riverwest Project and commonly known as Library Square, as summarized below, the legal descriptions for which shall be incorporated on the attached Exhibit A (the "Property"):

Address/Area	Parcel Number	Abbreviated Legal Description
No Site Address/.22 Acres	39212000	EAST VANCOUVER ADJ LOT 5 BLK 39
411 E EVERGREEN BLVD, VANCOUVER, WA 98660/.17 Acres	39214000	EAST VANCOUVER #7 BLK 39
No Site Address/.39 Acres	39198000	EAST VANCOUVER ADJ LOT 5 BLK 38
No Site Address/1.47 Acres	38828000	EAST VANCOUVER ADJ LOT 2 BLK 33
No Site Address/.93 Acres	38826000	EAST VANCOUVER ADJ LOT 2 BLK 39

WHEREAS, In 2006, the Property was approved as a site under the Washington state Local Infrastructure Financing Tool ("LIFT") for purposes of constructing a public parking garage and the LIFT is in place through 2044;

WHEREAS, the Property is subject to that Certain Supplemental Development Agreement by and between Seller, as Grantor, and Buyer, as Grantee, effective April 6, 2009 ("Supplemental DA");

WHEREAS, the Supplemental DA references a Memorandum of Understanding Regarding Interim Parking Facility dated December 30, 2008 entered into by the Fort Vancouver Regional Library District ("FVRL"), Seller, as Developer, and Buyer ("FVRL Parking MOU"), which contemplates the potential use of an Interim Parking Facility, as defined therein, on the Property for a substantial number of years;

WHEREAS, the Supplemental DA, the FVRL Parking MOU, and other agreements relating to the Property contemplate FVRL having a right to acquire a certain area of the

Property designated as the Onsite Parking portion and, as described herein, any rights granted to FVRL for the Property ("FVRL Rights") must be waived or satisfied prior to Closing;

WHEREAS, Seller has commissioned an MAI certified appraisal that establishes a valuation of the Property above the Purchase Price (as defined herein), resulting in a donation of value to the City; and

WHEREAS, the City has commissioned an MAI certified appraisal that establishes a valuation of the Property above the Purchase Price and, contingent upon the City's completion of the Due Diligence described herein, the City has or will be satisfied that acquisition of the Property is merited in consideration of any policy implications or future capital or maintenance costs associated with the Property.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. Sale and Purchase. Buyer agrees to purchase the Property from Seller, and Seller agrees to sell the Property to Buyer for the sum of TWELVE MILLION AND 00/100 US DOLLARS (\$12,000,000.00) ("Purchase Price").
2. Earnest Money; Payment of Purchase Price. Upon execution of this Agreement by both parties, Buyer agrees to deposit with Fidelity National Title Company/ Chicago Title Company of Washington, 655 West Columbia Way, Suite 200, Vancouver, WA 98660, ATTN: Melissa Miller ("Escrow Agent"), earnest money in the amount of ONE HUNDRED THOUSAND AND 00/100 US DOLLARS (\$100,000.00) ("Earnest Money") in the form of a promissory note attached hereto as Exhibit B ("Earnest Money Note"). The Earnest Money Note shall convert to cash and become nonrefundable at Closing.
3. Due Diligence Inspection. Within three (3) business days following the Effective Date, Seller shall provide Buyer with copies of all materials in Buyer's possession pertaining to the Property ("Seller Information"). Notwithstanding the foregoing, Seller shall not be required to deliver any of the following documents: (i) any proposals, letters of intent, draft contracts and the like prepared by or for other prospective purchasers of the Property, or (ii) Seller's internal memoranda, attorney-client privileged documents or privileged communications. Although Seller has agreed to make available to Buyer information regarding the Property, Seller and its agents shall have no responsibility or liability for the completeness or accuracy of such information, Seller is making no representation with respect to such documents and information, Buyer assumes and accepts the entire responsibility for interpreting and assessing the information provided, and Buyer will rely solely on Buyer's own judgment in making Buyer's decision to purchase the Property. From the Effective Date and through June 15, 2023 ("Inspection Period"), Buyer shall have the right to review the Seller Information and conduct due diligence investigations and analysis of the Property, making such examinations as Buyer may desire, including a Phase 1 environmental site assessment (ESA) and, if indicated by the Phase 1 ESA, a Phase 2 environmental site assessment, and any requisite invasive tests such as soils tests or borings ("Due Diligence"). Notwithstanding the foregoing, any intrusive testing conducted on the Property shall be subject to Seller approval, with such approval not to be unreasonably withheld, and if consented to by

Seller, the proposed scope of work shall be subject to Seller's reasonable review and approval. At Seller's request, Buyer shall deliver to Seller complete copies of any Phase I, Phase II or other environmental report to which Seller City obtains, without any representation or warranty by Seller.

4. Access to the Property. Upon at least one (1) business days' advance notice to Seller, Buyer shall, during the Inspection Period, have the right to ingress and agree to go in, on, or over the Property for the purpose of conducting its Due Diligence, at reasonable hours and in a reasonable manner. Buyer shall repair any and all damage, if any, caused by the Buyer in accessing the Property for the purposes of conducting Due Diligence and Buyer shall indemnify, defend and hold Seller, its officers, agents, and employees harmless from and against any and all claims relating to or arising out of Buyer's access of the Property for the conduct of Due Diligence; provided, however, Buyer shall not be required to indemnify Seller for pre-existing conditions or to the extent of the negligence or willful misconduct of Seller or Seller's agents, employees, or contractors. Buyer is a Washington municipal corporation and is self-insured. Prior to any entry onto the Property, by any contractor or agent of Buyer, Buyer shall cause such contractor or agent to obtain a policy of commercial general liability insurance covering any and all liability with respect to or arising out of their investigative activities (and shall deliver to Seller a certificate of insurance evidencing the same). Such policy or policies of insurance shall provide a per occurrence of no less than One Million Dollars (\$1,000,000). The insurance policy required under this Section shall name Seller as an additional insured, shall be primary and non-contributing, and shall contain a waiver of subrogation rights.
5. Title Commitment and Review. Following the Effective Date, Buyer shall obtain from the Escrow Agent, with Luke Bennier as the preferred Title Officer (direct: 360.624.1046; Luke.Bennier@fnf.com) a preliminary title report with respect to the Property (the "Title Report"), which contains such exceptions as the Title Company would specify in the Title Policy with respect to the Property, together with legible copies of all documents constituting such exceptions (the "Title Documents"). If desired, Buyer shall have the right to order a survey of the Property (the "Survey") at Buyer's sole cost and expense. Following Buyer's receipt of the Title Report and Survey (or any subsequent update thereof), Buyer shall have until the end of the Inspection Period to give Seller notice (the "Title Objection Notice") of any matters affecting title to the Property to which Buyer objects contained in the Title Report, the Title Documents, and/or the Survey (the "Title Objections"). Any exceptions to the Title Report to which Buyer does not object shall be considered permitted exceptions that will appear in the Title Policy (the "Permitted Exceptions").

Seller shall within five (5) business days after receipt of the Title Objection Notice (the "Title Response Period") notify Buyer as to any of the Title Objections that Seller elects (in its sole and absolute discretion) to cure, or cause to be eliminated from the Title Policy, on or before the Closing Date; provided, however, Seller shall have no obligation to cure or cause to be eliminated any of the Title Objections. In the event Seller fails to deliver such notice to Buyer, Seller shall be deemed to have elected to not cure or cause to be eliminated from the Title Policy all of the Title Objections. Any Title Objections with respect to which Seller does not elect (or is deemed to have not elected) to cure, or cause to be eliminated, on or before the Closing Date, excluding any Mandatory Title Removal Items (as defined below), shall be

referred to herein as "Uncured Title Objections." If, as of the expiration of the Inspection Period, there remains any Uncured Title Objections, then Buyer shall notify Seller and Escrow Agent of Buyer's election to either (A) waive any such Uncured Title Objections and proceed to the Closing, or (B) terminate this Agreement in which event the Deposit shall be returned to Buyer, and Seller and Buyer shall be released from all obligations under this Agreement, and neither Seller nor Buyer shall have any rights under this Agreement, except for any obligations expressly set forth in this Agreement as surviving such termination.

If Buyer fails to timely make the election under clause (A) or clause (B) above, then Buyer shall be deemed to have elected to waive any Uncured Title Objections and proceed to the Closing in accordance with clause (A). Any Uncured Title Objections (excluding any Mandatory Title Removal Items) which Buyer waives under clause (A) above shall be deemed to be approved by Buyer as permitted exceptions in the Title Policy. Notwithstanding anything to the contrary contained herein, Buyer shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections pursuant to this Agreement.

Seller shall be required to cause to be released, satisfied and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date hereof (other than with the prior written approval of Buyer); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens, real estate taxes, water rates, and sewer rents, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii) above are hereinafter collectively referred to as the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens"; and, together with the Voluntary Liens, the "Mandatory Title Removal Items"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, such failure shall constitute a failure of a closing condition and Buyer shall be entitled to such remedies as are set forth herein.

In the event that Seller shall be unable to deliver at Closing title to the Property as required, Buyer shall have the right, as Buyer's sole option: (1) to take such title as Seller may be able to convey with a commensurate reduction in the Purchase Price; or (2) to terminate this Agreement, in which event the Deposit shall be returned to Buyer, and this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights and remedies which survive the Closing or termination of this Agreement.

6. Conditions to Closing. Closing of the sale of the Property may not occur until each of the following conditions are fulfilled or waived to Buyer's satisfaction, which fulfillment or waiver shall be determined at Buyer's sole and absolute discretion; provided, however, if Buyer has not notified Seller in writing that both of the following conditions have been waived or satisfied by June 15, 2023, Seller shall

have the right thereafter, by written notice to Buyer, to terminate this Agreement (and cause the Earnest Money to be returned to Buyer) without any liability to Seller so long as Seller delivers such termination letter to Buyer prior to the date Seller notifies Buyer in writing that both of the following conditions have been waived or satisfied (Buyer acknowledges that Seller's willingness to the sell the Property is conditioned on a closing no later than June 30, 2023 as part of a series of other transactions contemplated by affiliates of Seller):

- a) Due Diligence Inspection. Regardless of the Inspection Period, Buyer must be satisfied that the Due Diligence of the Property is complete. In the event that the Inspection Period provides insufficient time for the Buyer to conduct its full Due Diligence of the Property, the parties may extend the Inspection Period to a mutually agreeable date certain.
 - b) FVRL Parking MOU. At or before Closing, Buyer must be satisfied in writing that the FVRL Rights have been waived or fulfilled with respect to the Property and that no outstanding property rights held by FVRL or any other entity encumber the Property unless expressly permitted by Buyer. Negotiations regarding the FVRL Rights shall be handled exclusively by Buyer; however, any formal modification to FVRL Rights prior to Closing shall be subject to Seller approval, which approval shall not be unreasonably withheld.
7. Title Insurance. At Closing, the Escrow Agent shall issue Buyer an ALTA Standard Coverage Policy owner's policy of title insurance, insuring the vesting of fee title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Encumbrances and charges for such title insurance policy shall be paid equally between the parties ("Title Insurance Policy"). Buyer shall pay the premium for Buyer's extended owner's policy of title insurance.
 8. Warranty Deed. This Agreement is for conveyance of fee title. Title shall be conveyed by Statutory Warranty Deed in a form provided by the Escrow Agent compliant with RCW 64.04.030 ("Deed"), free and clear of all right, title or interest of Seller and subject only to the Permitted Encumbrances.
 9. Close of Escrow. Closing shall occur no later than June 30, 2023, unless otherwise mutually agreed by the parties. As used in this Agreement, "Close," "Closing," or "Closed," shall mean the date on which all of the necessary documents have been deposited with the Escrow Agent and the Escrow Agent has (a) disbursed the Purchase Price to Seller; (b) recorded on behalf of Buyer the Deed for the Property; (c) issued or authorized the issuance of the Title Insurance Policy; and (d) complied with all other escrow instructions of Buyer or Seller imposed as a condition of Closing.
 10. Prorations at Closing. All revenues and all expenses of the Property including, but not limited to real and personal property taxes, special assessments, rents, water, sewer, and utility charges, amounts payable under contracts assumed by Buyer, if any, annual permits and/or inspection fees (calculated on the basis of the respective periods covered thereby) and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of the Closing. If any revenue or expense amount cannot be ascertained with certainty as of Closing, it shall be prorated on the basis of the parties' reasonable estimate of such amounts and shall be subject to a final proration through Escrow sixty (60) days after Closing or as soon thereafter as the precise amount can be

ascertained.

11. Closing Costs. Seller shall pay all escrow and closing costs. Seller shall be solely responsible for the costs of recording and any real estate excise tax.
12. Possession. Buyer shall be entitled to possession at the Closing.
13. Seller's Representations. Seller warrants and makes the following representations to Buyer as of the Effective Date and affirms the same at Closing:
 - a) Seller is a Washington limited liability corporation, duly organized, validly existing and in good standing under the laws of the State of Washington and Seller has all requisite power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.
 - b) Seller acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Seller and Seller will submit to Buyer its certificate of formation, operating agreement, and other appropriate documentation demonstrating such authority.
 - c) The execution, delivery and performance of this Agreement by Seller is (i) within the powers of Seller as a limited liability corporation; (ii) has been duly authorized by all necessary corporate action of the Buyer; (iii) does not and will not violate any provisions of any law, rule, regulation, order, writ, judgement, decree, award or contract to which the buyer is a party or which is presently in effect and applicable to Seller; and (iv) this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Seller in accordance with the terms hereof.
 - d) Seller is not a foreign person as that term is defined in IRC 1445 and, at Closing, Seller will deliver a certificate of non-foreign status in form required by IRS regulations;
 - e) There is no litigation pending, or to the knowledge of Seller, threatened, with respect to the Property;
 - f) Seller has paid any and all state and local taxes assessed in connection with the Property and has completed and filed all necessary tax returns with the appropriate taxing authority applicable thereto (if applicable);
 - g) Seller has not receive written notice of any violation of law pertaining to the Property that remains uncured;
 - h) There are no leases, occupancy agreement or service contracts in effect on the Property that will not be terminated at or before Closing; and
 - i) To Seller's actual knowledge, during Seller's ownership of the Property, no Hazardous Substances in violation of any applicable federal, state or local laws have been introduced on the Property.
14. Buyer's Representations. Buyer warrants and makes the following representations

to Seller at Closing:

- a) Buyer is a Washington municipal corporation and a First-Class City organized under the laws of the State of Washington with all requisite power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.
 - b) Buyer acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Buyer, subject to approval by City Council.
 - c) The execution, delivery and performance of this Agreement by Seller is (i) within the powers of Seller as a municipal corporation; (ii) has been duly authorized by all necessary corporate action of the Buyer; (iii) does not and will not violate any provisions of any law, rule, regulation, order, writ, judgement, decree, award or contract to which the buyer is a party or which is presently in effect and applicable to Seller; and (iv) this Agreement constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with the terms hereof.
15. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of one (1) year, commencing on the date of Closing. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.
16. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.
17. Notices. Any notice required under this Agreement shall be deemed given when actually delivered or when deposited in the United States mail, as certified mail with postage prepaid, and addressed as set forth in this Agreement.
18. Non-Merger. The terms and provisions of this Agreement, including, without limitations, all indemnification obligations, will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.
19. Remedies. In the event that Buyer is obligated to pay the Purchase Price and fails to do so, then Seller, as Seller's sole remedy, shall be entitled to retain the Earnest Money deposited by Buyer (and all interest earned thereon) as liquidated damages. BUYER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL DAMAGES THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO ALL OF THE EARNEST MONEY. SUCH AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, AND AFTER PAYMENT THEREOF TO SELLER, NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION TO OR

RIGHTS AGAINST THE OTHER. In the event that Seller is obligated to convey the Property to Buyer but fails to do so, then Buyer, shall have as its sole remedies, either the right to terminate this Agreement and receive a return of the Earnest Money, or seek the remedy of specific performance of this Agreement.

20. Prior Agreements. This Agreement is the entire, final, and complete Agreement of the parties pertaining to the sale and purchase of the Property and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. This offer supersedes any and all prior offers by Buyer or Seller.
21. No Assignment. Buyer may not assign this Agreement or any of Buyer's rights hereunder without the prior approval of Seller (not to be unreasonably withheld).
22. Successor Interests. Subject to Section 21, this Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, legal representatives, and assigns.
23. Real Estate Commission. There is no real estate commission or brokerage fee associated with this transaction.
24. Donation Acceptance and Acknowledgement. Buyer and Seller acknowledge that the Purchase Price is less than the appraised value of the Property pursuant to either the City's independent MAI certified appraisal or Seller's independent MAI certified appraisal. Seller wishes to unconditionally donate the value of the Property in excess of the Purchase Price, as determined by Seller's appraisal ("Donation"), and the City, pursuant to City Council approval of this Agreement, wishes to accept that Donation at Closing. Seller hereby acknowledges that, upon Closing, Buyer is permitted to dispose of the Property and the Donation at any time and for any purpose without any restriction on the Property or the Donation, or any continuing obligation to Seller as a result of the Buyer's acceptance of the Donation. At or for a reasonable period of time following Closing, Buyer will cooperate with Seller to acknowledge the Donation in accordance with City Policy Number 100-41 and by providing the Donee Acknowledgement on Seller's IRS Form 8283, upon request by Seller. Buyer shall not incur any costs or be subject to any liability whatsoever in connection with such cooperation.
25. 1031 Exchange. Seller has the right to convey all or a portion of the Property in exchange for real property or properties of like kind pursuant to Section 1031 of the Internal Revenue Code, either in a simultaneous exchange or in a deferred exchange. Buyer agrees to cooperate with Seller in effecting such an exchange, and if requested by Seller, Buyer will acknowledge any exchange agreement reasonably requested by Buyer and consistent with this Agreement. Neither party will be required to take title to any property, incur any costs or be subject to any liability whatsoever in connection with such cooperation.
26. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.
27. Headings. The paragraphs throughout this Agreement are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, or aid in the construction or meaning of the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, as of the Effective Date, the parties have executed this Agreement affirming that Seller agrees to sell the Property and Buyer agrees to purchase the Property on the terms and conditions herein.

SELLER: Evergreen Investors LLC, a Washington limited liability company

By: Killian Pacific Development, LLC, a Washington limited liability company, its
Manager

By: _____
Adam N. Tyler, President

BUYER: CITY OF VANCOUVER
A Washington municipal corporation

By: _____
By: Eric J. Holmes, City Manager (or Designee)

ATTEST:

By: _____
By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: _____
By: Jonathan Young, City Attorney (or Designee)

Address for Notices:

Linda Carlson
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Telephone: (360) 487-8423

FAX: (360) 487-8496

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

EXHIBIT "A"

Order No.: 612889055

For [APN/Parcel ID\(s\): 038828000, 039198000, 038826000, 039212000 and 039214000](#)

Parcel I

A portion of Blocks 32 and 33, and a portion of vacated "D" Street and 9th Street, Plat of "East Vancouver", according to the plat thereof, recorded in Volume "D" of Plats at Page 30, records of Clark County, Washington, and a portion of vacated Reserve Street, located in the Northwest quarter of the Southeast quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southwest corner of said Block 33;

Thence North 02°05'38" East, along the West line of said Block 33, for a distance of 60.75 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 02°05'38" East, along the West line of said Block 33, for a distance of 181.12 feet to the centerline of said vacated 9th Street;

Thence North 02°13'16" East, along the Southerly extension of the West line of Block 38 of said "East Vancouver", for a distance of 40.00 feet to the Southwest corner of said Block 38;

Thence South 87°51'09" East, along the South line of said Block 38, for a distance of 175.14 feet;

Thence South 02°18'50" West, for a distance of 80.00 feet to the North line of said Block 33;

Thence South 87°51'09" East, along the North line of said Block 33 and its Easterly extension and the North line of said Block 32, for a distance of 195.24 feet to the East line of that portion of Reserve Street vacated by the City of Vancouver per [Auditor's File No. 4521456](#);

Thence South 21°25'57" West, along said East line, for a distance of 109.40 feet to a point on the Easterly extension of the South line of that tract of land conveyed to Evergreen Investors LLC, by Statutory Warranty Deed recorded under Auditor's File No. 3996960, records of Clark County;

Thence South 87°38'50" East, along said Easterly extension, for a distance of 32.91 feet to the West right-of-way line of Interstate Highway No. 5;

Thence South 24°32'44" West, along said West right-of-way line, for a distance of 41.98 feet;

Thence North 87°40'42" West for a distance of 350.81 feet to the TRUE POINT OF BEGINNING.

Parcel II

A portion of Block 38 of "East Vancouver", according to the plat thereof, recorded in Volume "D" of Plats at Page 30, records of Clark County, Washington, in the Southeast quarter and the Northeast quarter of

EXHIBIT "A"

(continued)

Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northwest corner of said Block 38;

Thence South $02^{\circ}13'16''$ West, along the West line of said Block 38, for a distance of 102.50 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $02^{\circ}13'16''$ West, along said West line, for a distance of 97.64 feet to the South line of said Block 38;

Thence South $87^{\circ}51'09''$ East, along said South line, for a distance of 175.14 feet;

Thence North $02^{\circ}18'50''$ East, for a distance of 97.10 feet;

Thence North $87^{\circ}40'38''$ West, for a distance of 175.30 feet to the TRUE POINT OF BEGINNING.

Parcel III

That portion of Blocks 38 and 39, and a portion of vacated "D" Street and vacated 9th Street, Plat of "East Vancouver", according to the plat thereof, recorded in Volume "D" of Plats at Page 30, records of Clark County, Washington, in the Southeast quarter and the Northeast quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northeast corner of fractional Block 39 of said "East Vancouver", said corner being on the West line of the Fort Vancouver Military Reservation;

Thence North $87^{\circ}40'38''$ West, along the North line of said Block 39, for a distance of 178.45 feet;

Thence South $22^{\circ}19'23''$ West for a distance of 106.42 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $22^{\circ}19'23''$ West for a distance of 2.66 feet;

Thence North $87^{\circ}40'38''$ West for a distance of 81.43 feet;

Thence South $02^{\circ}18'50''$ West for a distance of 177.10 feet to the North line of Block 33 of said Plat;

Thence South $87^{\circ}51'09''$ East, along the North line of said Block 33 and its Easterly extension, for a distance of 197.36 feet to the West right-of-way line of Reserve Street;

Thence North $21^{\circ}25'57''$ East, along said West right-of-way line, for a distance of 138.77 feet;

Thence continuing along said West right-of-way line along an arc of a 5127.21 foot radius tangent curve to the right, the long chord of which bears North $21^{\circ}37'26''$ East, for a chord distance of 17.82 feet through a central angle of $0^{\circ}11'57''$, for an arc distance of 17.82 feet;

Thence North $19^{\circ}48'50''$ East, continuing along said West right-of-way line, for a distance of 32.56 feet;

Thence leaving said West right-of-way line, North $87^{\circ}40'38''$ West for a distance of 176.15 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"
(continued)

Parcel IV

That portion of Block 39, and a portion of vacated "D" Street, Plat of "East Vancouver", according to the plat thereof, recorded in Volume "D" of Plats at Page 30, records of Clark County, Washington, in the Southwest quarter of the Northeast quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northeast corner of fractional Block 39 of said "East Vancouver", said corner being on the West line of the Fort Vancouver Military Reservation;

Thence North 87°40'38" West, along the North line of said Block 39, for a distance of 95.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 87°40'38" West, along said North line, for a distance of 83.45 feet;

Thence South 22°19'23" West for a distance of 106.42 feet;

Thence South 87°40'38" East for a distance of 119.86 feet;

Thence North 02°18'50" East for a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

Parcel V

That certain tract of land conveyed to Alling Henning Properties LLC, by Statutory Warranty Deed recorded under Auditor's File No. 3298556, records of Clark County, Washington, located in a portion of Block 39 of "City of Vancouver", according to the plat thereof, recorded in Volume "D" of Plats at Page 30, records of Clark County, Washington, in a portion of the Northeast quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northeast corner of said fractional Block 39, said corner being on the South right-of-way line of East Evergreen Blvd.;

Thence North 87°40'38" West, along said South right-of-way line, for a distance of 95.00 feet to the Northeasterly corner of that certain tract of land conveyed to Evergreen Investors LLC, by Statutory Warranty Deed recorded under Auditor's File No. 3996960, records of Clark County;

Thence South 02°18'50" West, along the Easterly line of said Evergreen Investors tract, for a distance of 100.00 feet to a corner thereof;

Thence South 87°44'18" East, along the Northerly line of said Evergreen Investors tract, for a distance of 54.87 feet to the West line of the Fort Vancouver Military Reservation;

Thence North 24°11'39" East, along said West line, 107.69 feet to the POINT OF BEGINNING.

Parcel VI

A parcel of land situated in the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 27, in Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, being a portion of Reserve Street with underlying title a part of

EXHIBIT "A"

(continued)

the Fort Vancouver Military Reservation, said parcel being described as follows:

COMMENCING at a 2-1/2" brass cap stamped "City of Vancouver Survey Dept" at the intersection of the centerline of Evergreen Boulevard (also known as 10th Street) and the East line of the plat of "City of Vancouver", commonly known as East Vancouver, recorded in Plat Volume "C", Page 70, Clark County Records (said brass cap point is computed as being opposite Highway Engineer's Station [hereinafter referred to as HES] 129+97.09, on the LC line of State Route 5, Vancouver Freeway: Columbia River to Burnt Bridge Creek Interchange as described below and 157.07 feet northwesterly therefrom);

Thence along said centerline line, North 87° 40' 01" West 5.36 feet to the Northwesterly line of the Fort Vancouver Military Reservation, also being the Northwesterly line of Reserve Street;

Thence along said Northwesterly line, South 24° 11' 39" West 158.97 feet to a point (computed as being opposite HES 128+36.10 and 161.13 feet northwesterly therefrom), said point being the TRUE POINT OF BEGINNING;

Thence leaving said Northwesterly line, South 19° 48' 50" West 21.89 feet to a point (computed as opposite HES 128+14.28 and 159.33 feet Northwesterly therefrom);

Thence South 21° 25' 57" West 268.76 feet to a point (computed as opposite HES 125+45.91 and 144.86 feet Northwesterly therefrom), said point being on the Easterly extension of the Southerly line of that property described in Statutory Warranty Deed to Evergreen Investors, L.L.C., recorded June 2, 2005, in Clark County Auditor's File No. 3996960;

Thence along said extended Southerly line, North 87° 38' 50" West 15.75 feet to a point on said Northwesterly line (computed as opposite HES 125+39.97 and 159.45 feet Northwesterly therefrom);

Thence along said Northwesterly line, North 24° 11' 39" East 296.13 feet to the TRUE POINT OF BEGINNING.

LC Line

Said LC Line of State Route 5, Vancouver Freeway: Columbia River to Burnt Bridge Creek Interchange is described as follows:

BEGINNING at HES 122+64.30 P.T., said Station being North 28° 16' 35" East 2,218.10 feet from the Southeast corner of the Amos Short Donation Land Claim No. 51 in Township 2 North, Range 1 East of the Willamette Meridian; thence North 24° 31' 07" East 3,352.59 feet to HES 156+16.89 P.C.

EXCEPT that portion thereof lying within the above-described PARCEL I.

EXHIBIT B

EARNEST MONEY PROMISSORY NOTE

\$100,000.00

May ____, 2023
Vancouver, Washington

FOR VALUE RECEIVED, the City of Vancouver, a Washington municipal corporation ("Buyer") agrees to pay to the order of Fidelity National Title, 655 West Columbia Way, Suite 200, Vancouver, WA 98660 as the Escrow Agent the sum of ONE HUNDRED THOUSAND AND NO/100THS US DOLLARS (\$100,000.00) as Earnest Money in accordance with Purchase and Sale Agreement between the Buyer and Evergreen Investors LLC, a Washington limited liability company ("Seller") dated effective May ____, 2023 ("Purchase Agreement").

Buyer's failure to pay the Earnest Money in accordance with the Purchase Agreement shall constitute default on this Note.

Buyer:

By: _____
By: Eric J. Holmes, City Manager (or Designee)

Approved as to Form:

By: _____
By: Jonathan Young, City Attorney (or Designee)

EXHIBIT C
STATUTORY WARRANTY DEED
[TO BE INSERTED]

05/01/2023

RESOLUTION NO. M-_____

A RESOLUTION by the Vancouver City Council on behalf of the City of Vancouver, a Washington municipal corporation (the “City”) accepting a donation of real property value from Evergreen Investors LLC, a Washington limited liability company (the “Donor”) to be used by the City for any public purpose.

WHEREAS, concurrent with this resolution, the Donor and City will enter into a purchase and sale agreement for certain real property (the “Purchase Agreement”), with such Property located at Evergreen Boulevard and C Street in Vancouver, Washington and consisting of approximately 3.18 acres of primarily unimproved land as specifically defined in the Purchase Agreement; and

WHEREAS, pursuant to that Purchase Agreement, the Donor agrees to sell the Property at a purchase price less than the certified appraised value and contribute the difference between that appraised value and the purchase price (the “Donation”) as a donation to the City for any public purpose, in accordance with the City’s Donation Acceptance Policy (#100-41) ; and

WHEREAS, the Donor has not requested that the Donation be conditioned or restricted in anyway and, in accepting the Donation the City will, at the City’s sole discretion, use the Donation for programs, services and purposes consistent with the City’s mission, purpose and priorities, and

WHEREAS, the City has commissioned an independent MAI certified appraisal for insurance purposes and;

WHEREAS, the Purchase Agreement allows the City to conduct a due diligence inspection of the Property and receipt of the Donation is contingent upon the City’s satisfaction with the

RESOLUTION - 1

Property regarding any restrictions, reservations, easements or other limitations associated with the Donation;

WHEREAS, prior to closing the transaction contemplated by the Purchase Agreement, the City Manager shall cause a review of the Property to evaluate and summarize any policy implications or future capital or maintenance costs associated with the Donation; and

WHEREAS, the Donor is responsible for obtaining a certified appraisal of the Property and ensuring their compliance with all applicable Internal Revenue Service (IRS) regulations, if any, regarding the Donation; and

WHEREAS, the value of the Donation will be determined based upon a written appraisal, provided by the Donor, from a certified MAI appraiser; and

WHEREAS, the Donor has affirmed in the Purchase Agreement that the City may dispose of the Donation at any time and, other than acknowledging acceptance of the Donation in writing once received, the City is under no further obligation to the Donor regarding the Donation.

RESOLUTION - 2

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Consistent with the City's Donation Acceptance Policy, the City hereby accepts the Donation from the Donor, contingent upon execution of the Purchase Agreement and closing of the Property transaction contemplated therein.

Section 2. The City Manager is hereby authorized to execute agreements and other documents necessary to fulfill this transaction and acknowledge the Donation.

DATED this_____, of May, 2023.

Anne McEnery-Ogle, Mayor

Attest:

By: Natasha Ramras, City Clerk (or Designee)

Approved as to form:

By: Jonathan Young, City Attorney (or Designee)

RESOLUTION - 3

Acquisition of Library Square Properties

May 15, 2023

Patrick Quinton
Economic Development Director

Becky Rude
Assistant City Attorney



Presentation Overview

- Property Background
- Acquisition Terms
- Source of Funds
- Donation Acceptance Policy
- Acquisition Timeline
- Requested Action

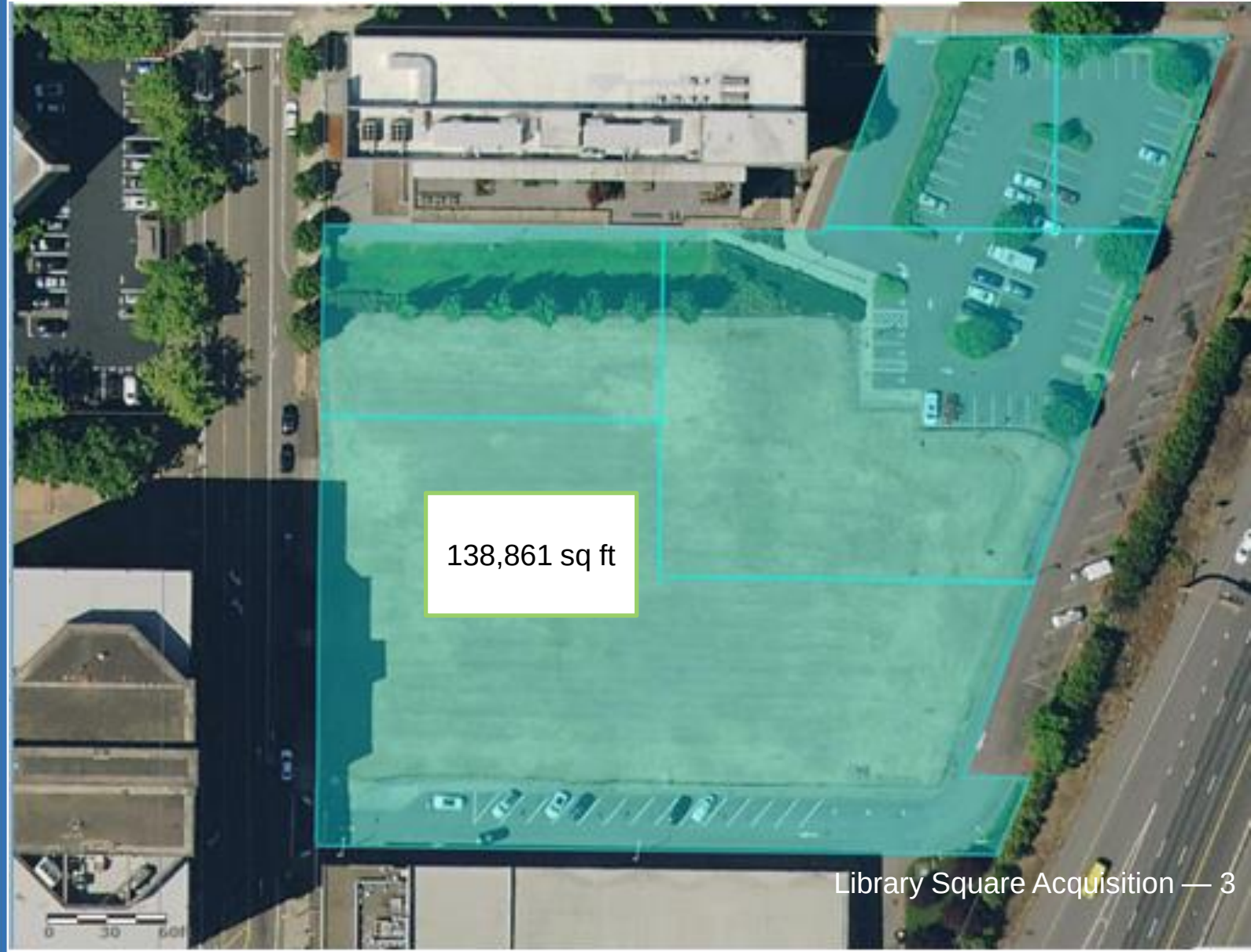


Property Background

- Owner: Evergreen Investors LLC
- 5 separate parcels
- 6th parcel donated to Fort Vancouver Regional Library (FVRL) in 2009

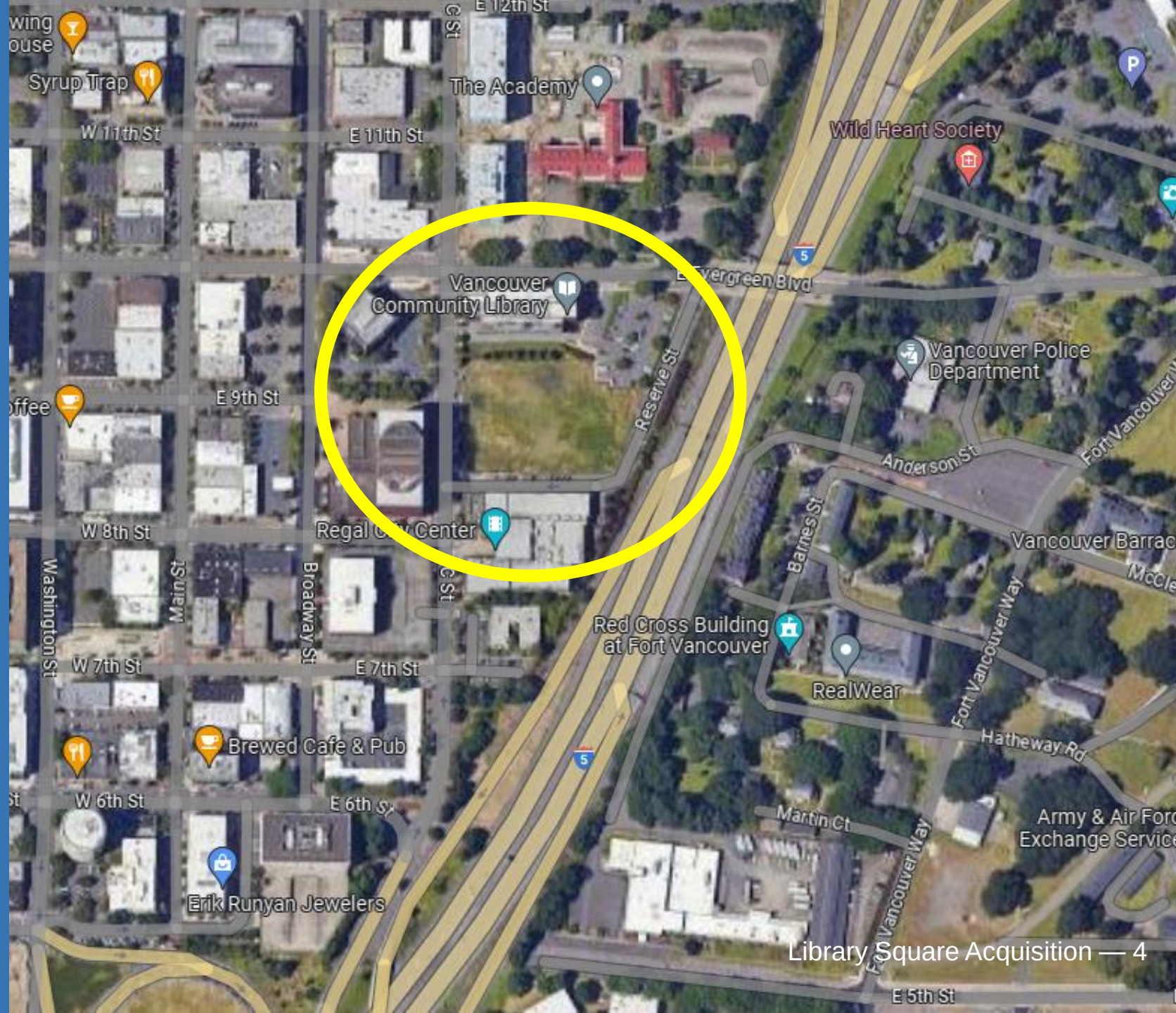


411 E Evergreen Blvd, Vancouver WA



Strategic Significance

- Shared property with Library
- Proximity to Historic Reserve
- Catalytic downtown location



Property History

- Development Agreement between City and Evergreen Investors executed in 2007 – expired in 2019
- Supplemental Development Agreement between City & Evergreen in 2009.
 - Provides for 100 parking spaces on Evergreen parcels
 - 52 year term
- MOU between FVRL and Evergreen which provides FVRL option to purchase surface parking
- Approved for WA State Local Infrastructure Financing Tool (LIFT) program for 25 year infrastructure financing – expires in 2044

Transaction Terms

- Purchase price of \$12 million
- City will accept remaining value as donation according to City's Donation Acceptance Policy
- 60 days for due diligence
- 15 days to close after due diligence

Sources of Funds

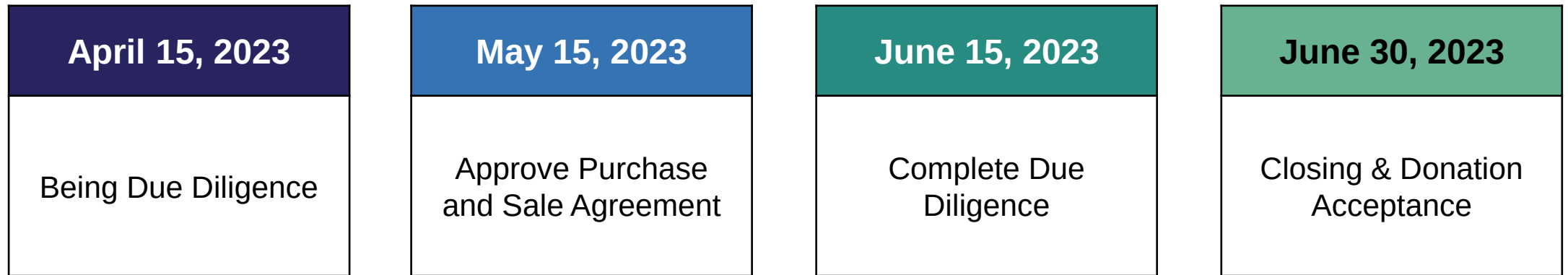
	Amount
Real Estate Excise Tax (REET) proceeds	\$4 M
Parking Fund (Short Term Loan)	\$4 M
Water Fund (Short Term Loan)	\$4 M
TOTAL	\$12 M

- All donations of real property must be approved by City Council by resolution.
- The value of the gift will be determined based upon a written appraisal, provided by the donor, from a licensed certified appraiser.
- Donor is responsible for ensuring their compliance with all applicable Internal Revenue Service (IRS) regulations regarding donations of real or personal property.
- Donation Substantiation Form completed at closing.



Donation Acceptance Policy (VMC 3.26)

Acquisition Timeline



Requested Actions

- Approve the transactions contemplated by the draft Purchase and Sale Agreement and authorize the City Manager or his designee to sign the Purchase and Sale Agreement, along with all related documents necessary to facilitate acquisition of the property; and
- Adopt the resolution allowing the City to accept the donation pursuant to City Donation Acceptance Policy.

Thank You





Staff Report: 093-3

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/15/2023

SUBJECT Library Square Property Acquisition and Associated Interfund Loan

Key Points

- The Library Square parcels occupy a strategic location in downtown Vancouver, adjacent to C-TRAN's planned Mill Plain BRT line and the proposed terminus for light rail as part of the Interstate Bridge Replacement (IBR) project.
- Because of its location, the property is an ideal location for future redevelopment and, by owning the parcels, the City will be able to ensure that any redevelopment of the property maximizes public benefits to the city as well as incorporates the interests of local partners, including Fort Vancouver Regional Library (FVRL).
- This property has been approved by the State of Washington as one of the Local Revitalization projects due its strategic location.
- To facilitate the purchase of the property, the City will utilize \$4 million from the REET fund, and \$8 million from the General Fund.
- The Parking Fund and the Water Fund will advance as an Interfund Loan \$4 million each to the General Fund for this acquisition.
- Council approval is required for all interfund loans longer than one-year.
- The interest rate for the advance from the Parking Fund is 2.91% and is based on the average of the 10-year Treasury Note interest rate for the past twenty years. The interest rate for the advance from the Water Fund is 3.43% and is based on the projected average of Fed Funds futures over the next 3-years.

Strategic Plan Alignment

Goal 8, Objective 8.1: Strengthen commercial, retail and community districts throughout the city; Make downtown Vancouver a vibrant destination for the community and the region

Goal 10: Use our influence to support community partners' actions, projects, and initiatives that improve our community's livability and prosperity

Present Situation

The City of Vancouver has the opportunity to acquire a piece of real estate that has been approved by the State of Washington as one of the selected Local Revitalization Projects in the state. The parcel has envisioned construction of a public underground parking garage in conjunction with private development on the property. In order to facilitate the purchase, the REET fund will contribute \$4 million, and the General Fund will pay the additional \$8 million. The Parking Fund and the Water Fund will advance \$4 million each to the General Fund for the purchase as an Interfund Loan. Council is required to authorize Interfund Loans that are longer than one-year.

The interest rate on the advance from the Parking fund is 2.91% and is based on the 20-year average of the 10-year Treasurer Note. The interest rate on the advance from the Water Fund is 3.43% and is based on the 3-year projection of the Fed Funds futures rate. The loan from Parking to the General Fund will be for 10 years. The loan from the Water Fund to the General Fund will be for 3 years.

Advantage(s)

1. The interfund loans will smooth out the cash impact on the General Fund.
2. This internal financing would allow to purchase strategically important to the City parcels.

Disadvantage(s)

Requires cash outlay

Budget Impact

None, the budget for this transaction has been included in the 2023-2024 Biennial Budget.

Prior Council Review

Workshop on May 8, 2023.

Action Requested

Adopt a resolution approving the Interfund loans between Water, Parking and the General Fund.

Natasha Ramras, Chief Financial Officer, 360-487-8484

ATTACHMENTS:

- ▢ Resolution
- ▢ Attachment A

May 15, 2023

RESOLUTION NO. _____

A RESOLUTION relating to property acquisition funding; authorizing interfund loans to fund a property acquisition that will support of the future development of a parking structure; authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver; providing for Severability and an Effective Date.

WHEREAS, The City of Vancouver has the opportunity to acquire a piece of real estate that has been approved by the State of Washington as one of the selected Local Revitalization Projects in the state; and

WHEREAS, the parcel has envisioned construction of a public underground parking garage in conjunction with private development on the property; and

WHEREAS, the City Council has approved in the budget utilization of \$4 million in Real Estate Excise Tax dollars towards the purchase in addition to two interfund loans: a three-year loan of \$4 million from the Water Fund, and a \$4 million loan of a ten-year duration from the Parking Fund; and

WHEREAS, over the past five-years, the Water and Water Construction Funds have maintained an average cash balance \$66.2 million, in anticipation of completing capital projects. The average interest rate on investments for the same period was 1.308%; and

WHEREAS, the Parking Fund was carrying a cash balance of \$8.4 million at the end of 2022 with no immediate capital needs; and

WHEREAS, it is in the City's interest to set a higher interest rate on the aforementioned interfund loans than the average rate on investments;

RESOLUTION - 1

WHEREAS the City Treasurer has determined the comparable interest rates based on comparable financial instruments: the interest rate for the loan from the Parking fund shall be 2.91%, based on the average of the 10-year Treasury Note interest rate for the past twenty years and the interest rate on the three-year loan from the Water fund shall be 3.43%, based on the 3-year average of the projected Fed Funds rate; and

WHEREAS, Council approval is required for interfund loans with duration greater than 1 year; and

WHEREAS, the General Fund shall repay the respective loans in accordance with the terms of this resolution; and

WHEREAS, if the land is developed for paid parking, it is anticipated that the Parking Fund will purchase the relevant parcel at the then current market rate.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. Use of the funding to support property acquisition for the development of is hereby approved and adopted.

Section 3. Use of the Parking Fund and Water Fund to provide funding as interfund loans to the General Fund, which will reimburse the Parking and Water Funds with interest per the terms of the Attachment A, is approved and adopted.

RESOLUTION - 2

Section 4. The City Manager is hereby authorized to execute agreements and other related documents on behalf of the City of Vancouver for this property acquisition.

Section 4. **Severability.** In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately after final adoption.

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3

ATTACHMENT A

1. The outstanding balance of the interfund loan will be due in accordance with the loan repayment schedule below.
2. Treasury will record the payment and record accrued interest payable annually until paid in full.
3. Financial and Management Services will ensure there is applicable, adequate appropriations are adopted sufficient to cover the annual accrued interest expense.
4. The repayment of the balance outstanding on the loan will be the priority for the dollars accumulated in the General Fund for repayment of each loan and the related interest is repaid.

LOAN REPAYMENT TERMS:

\$4 million ten-year loan from Parking Fund to the General Fund at 2.91%					
Date	Payment Amou	Principal Amou	Interest Amount	Balance Owed	
12/31/2023	\$ 466,770.78	\$ 350,370.78	\$ 116,400.00	\$ 3,649,629.22	
12/31/2024	\$ 466,770.78	\$ 360,566.57	\$ 106,204.21	\$ 3,289,062.65	
12/31/2025	\$ 466,770.78	\$ 371,059.06	\$ 95,711.72	\$ 2,918,003.59	
12/31/2026	\$ 466,770.78	\$ 381,856.88	\$ 84,913.90	\$ 2,536,146.71	
12/31/2027	\$ 466,770.78	\$ 392,968.91	\$ 73,801.87	\$ 2,143,177.80	
12/31/2028	\$ 466,770.78	\$ 404,404.31	\$ 62,366.47	\$ 1,738,773.49	
12/31/2029	\$ 466,770.78	\$ 416,172.47	\$ 50,598.31	\$ 1,322,601.02	
12/31/2030	\$ 466,770.78	\$ 428,283.09	\$ 38,487.69	\$ 894,317.93	
12/31/2031	\$ 466,770.78	\$ 440,746.13	\$ 26,024.65	\$ 453,571.80	
12/31/2032	\$ 466,770.74	\$ 453,571.80	\$ 13,198.94	\$ -	
Total	\$ 4,667,707.76	\$ 4,000,000.00	\$ 667,707.76		

\$4 million three-year loan from the Water Fund to the General Fund at 3.43%					
Date	Payment Amount	Principal Amount	Interest Amount	Balance Owed	
12/31/2023	\$ 68,600.00	\$ -	\$ 68,600.00	\$ 4,000,000.00	
12/31/2024	\$ 1,470,533.34	\$ 1,333,333.34	\$ 137,200.00	\$ 2,666,666.66	
12/31/2025	\$ 1,424,799.97	\$ 1,333,333.33	\$ 91,466.64	\$ 1,333,333.33	
12/31/2026	\$ 1,379,066.62	\$ 1,333,333.33	\$ 45,733.29	\$ -	
Total	\$ 4,342,999.93	\$ 4,000,000.00	\$ 342,999.93		

Exhibit A**\$4,000,000 loan from Parking Fund to the General Fund**

Amortization Schedule
\$4,000,000.00 at 2.91% interest
with 10 annual payments
Total Payments: \$4,667,707.76
Total Interest: \$667,707.76

#	Payment Amount	Principal Amount	Interest Amount	Balance Owed
1	466,770.78	350,370.78	116,400.00	3,649,629.22
2	466,770.78	360,566.57	106,204.21	3,289,062.65
3	466,770.78	371,059.06	95,711.72	2,918,003.59
4	466,770.78	381,856.88	84,913.90	2,536,146.71
5	466,770.78	392,968.91	73,801.87	2,143,177.80
6	466,770.78	404,404.31	62,366.47	1,738,773.49
7	466,770.78	416,172.47	50,598.31	1,322,601.02
8	466,770.78	428,283.09	38,487.69	894,317.93
9	466,770.78	440,746.13	26,024.65	453,571.80
10	466,770.74	453,571.80	13,198.94	0.00

\$4,000,000 loan from the Water Fund to General Fund

Amortization Schedule
\$4,000,000.00 at 2.91% interest
with 10 annual payments
Total Payments: \$4,667,707.76
Total Interest: \$667,707.76

#	Payment Amount	Principal Amount	Interest Amount	Balance Owed
1	466,770.78	350,370.78	116,400.00	3,649,629.22
2	466,770.78	360,566.57	106,204.21	3,289,062.65
3	466,770.78	371,059.06	95,711.72	2,918,003.59
4	466,770.78	381,856.88	84,913.90	2,536,146.71
5	466,770.78	392,968.91	73,801.87	2,143,177.80
6	466,770.78	404,404.31	62,366.47	1,738,773.49
7	466,770.78	416,172.47	50,598.31	1,322,601.02
8	466,770.78	428,283.09	38,487.69	894,317.93
9	466,770.78	440,746.13	26,024.65	453,571.80
10	466,770.74	453,571.80	13,198.94	0.00

VOUCHER APPROVAL

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

\$ 5,612,044.35 this 15th day of May 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.05.08 17:35:04 -07'00'
AUDITING OFFICER

DocuSigned by:
Ty Stob
COUNCILMEMBER

DocuSigned by:
MW
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
May 01, 2023 - May 07, 2023	Accounts Payable Checks (see attached)	\$ 5,205,615.03
May 01, 2023 - May 07, 2023	Hansen City Payments (see attached)	\$ 404,858.00
May 01, 2023 - May 07, 2023	Visa Refunds (see attached)	\$ 1,571.32
May 01, 2023 - May 07, 2023	Payroll Checks (see attached)	\$ -
TOTAL		\$ 5,612,044.35

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	11022	5/3/2023	23.48	Chen,Huashan	Utility Refunds: 0165001390-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11023	5/3/2023	89.43	Clark,Justin	Utility Refunds: 0068013830-04
Ad Hoc Payment	Check	11024	5/3/2023	2,019.31	Denice Jewell or Dean Olsen	Utility Refunds: 0135000530-07
Ad Hoc Payment	Check	11025	5/3/2023	265.70	Fisher,Jon	Utility Refunds: 0005005900-04
Ad Hoc Payment	Check	11026	5/3/2023	30.86	Johnson,Kaitlyn or Diane	Utility Refunds: 0000006570-02
Ad Hoc Payment	Check	11027	5/3/2023	297.54	Johnson,Lashaun D	Utility Refunds: 0000001416-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11028	5/3/2023	212.00	Larry or Pamela Bullock, Trustees or the Successor,Trustees in the Larry and Pamela	Utility Refunds: 0000008479-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11029	5/3/2023	50.31	Moby Hongchanh Phommasene,or Keota Michelle Sisomphou	Utility Refunds: 0000008758-02
Ad Hoc Payment	Check	11030	5/3/2023	10.85	Percy,Ian or Laura	Utility Refunds: 0000007017-05
Ad Hoc Payment	Check	11031	5/3/2023	44.69	Phommasene,Moby H	Utility Refunds: 0000008758-02
Ad Hoc Payment	Check	11032	5/3/2023	34.39	Rabideau,Michael	Utility Refunds: 0070071100-18
Ad Hoc Payment	Check	11033	5/3/2023	45.61	Rabideau,Monique	Utility Refunds: 0070071100-18
Ad Hoc Payment	Check	11034	5/3/2023	53.34	Reinardy,Michael	Utility Refunds: 0000002409-03
Ad Hoc Payment	Check	11035	5/3/2023	135.75	Shkuratkov,Ilya	Utility Refunds: 0003000102-02
Ad Hoc Payment	Check	11036	5/3/2023	41.25	Shkuratkov,Ilya or Liliya	Utility Refunds: 0003000102-02
Ad Hoc Payment	Check	11037	5/3/2023	107.00	Simi,David C	Utility Refunds: 0009068100-14 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11038	5/3/2023	30.22	Talley,Carol	Utility Refunds: 0000005146-03
Ad Hoc Payment	Check	11039	5/3/2023	93.33	Tapani Inc	Utility Refunds: 0000008376-11
Ad Hoc Payment	Check	11040	5/3/2023	23.61	Walchli,Eileen	Utility Refunds: 0026018500-05
Ad Hoc Payment	Check	11041	5/3/2023	95.91	Williams,Trista or Timothy	Utility Refunds: 0000007482-02
Ad Hoc Payment	Check	11042	5/3/2023	119.00	Ziemba,Joseph	Utility Refunds: 0116024700-09 Consolidated refund created from multiple refunds
Supplier Payment	Check	11043	5/3/2023	3,307.50	Afghan Associates Inc	
Supplier Payment	Check	11044	5/3/2023	798.00	Allegheny Answering Services	
Supplier Payment	Check	11045	5/3/2023	1,973.00	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	11046	5/3/2023	34.03	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	11047	5/3/2023	1,918.49	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	11048	5/3/2023	700.00	Andrews Terry Jeffers LLP	
Supplier Payment	Check	11049	5/3/2023	260.94	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	11050	5/3/2023	13,046.17	Arborscape Ltd Inc	
Supplier Payment	Check	11051	5/3/2023	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	11052	5/3/2023	1,041.22	Axon Enterprises Inc	
Supplier Payment	Check	11053	5/3/2023	2,450.00	Bret M Young	
Supplier Payment	Check	11054	5/3/2023	11,304.24	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	11055	5/3/2023	8,922.00	BSK Associates - Remit- To: Supplier BSK Associates	
Supplier Payment	Check	11056	5/3/2023	13,500.00	Cascade Inn	
Supplier Payment	Check	11057	5/3/2023	669.64	Cellco Partnership - Remit- To: Cellco - Dallas	
Supplier Payment	Check	11058	5/3/2023	192,000.58	Clark County - Remit-To: Clark County - Treasurer Vancouver	

INVOICE PAYMENTS REPORT

					Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	11059	5/3/2023	6,300.00		
Supplier Payment	Check	11060	5/3/2023	352.35	Clark Regional Wastewater District	
Supplier Payment	Check	11061	5/3/2023	104,486.40	Clary Longview LLC	
Supplier Payment	Check	11062	5/3/2023	20,585.63	Columbia Resource Company	
Supplier Payment	Check	11063	5/3/2023	18,524.70	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	11064	5/3/2023	1,650.00	Community Mediation Services - Remit-To: Community Mediation Services - Vancouver	
Supplier Payment	Check	11065	5/3/2023	24,192.50	Confluence Engineering Group LLC	
Supplier Payment	Check	11066	5/3/2023	6,459.30	Consort North America Inc	
Supplier Payment	Check	11067	5/3/2023	9,452.21	Copiers Northwest	
Supplier Payment	Check	11068	5/3/2023	12,600.00	Davidson Benefits Planning	
Supplier Payment	Check	11069	5/3/2023	438.74	Distinctive Landscape LLC	
Supplier Payment	Check	11070	5/3/2023	26,519.55	DKS Associates Inc	
Supplier Payment	Check	11071	5/3/2023	9,796.16	Echo Electric LLC	
Supplier Payment	Check	11072	5/3/2023	11,970.28	Epic Land Solutions, Inc.	
Supplier Payment	Check	11073	5/3/2023	7,801.46	Evergreen Investors LLC	
Supplier Payment	Check	11074	5/3/2023	348.00	Evergreen Orchards LLC	
Supplier Payment	Check	11075	5/3/2023	56.52	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	11076	5/3/2023	6,128.56	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	11077	5/3/2023	3,760.00	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	11078	5/3/2023	376.25	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	11079	5/3/2023	350.00	First American Title Ins Co	
Supplier Payment	Check	11080	5/3/2023	60,823.92	Friends of Trees	
Supplier Payment	Check	11081	5/3/2023	12,487.46	General Pacific Inc	
Supplier Payment	Check	11082	5/3/2023	881.00	Geographic Technologies Group	
Supplier Payment	Check	11083	5/3/2023	10,425.83	Global Transportation Engineering Corporation	
Supplier Payment	Check	11084	5/3/2023	174,613.08	Gordon Truck Centers	
Supplier Payment	Check	11085	5/3/2023	3,001.74	Gray & Osborne Inc	
Supplier Payment	Check	11086	5/3/2023	28,573.55	HDJ Design Group - Remit- To: HDJ - Portland	
Supplier Payment	Check	11087	5/3/2023	9,243.64	Henco Plumbing, LLC	
Supplier Payment	Check	11088	5/3/2023	11,097.43	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	11089	5/3/2023	1,133.48	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	11090	5/3/2023	5,965.62	Invintus Media LLC	
Supplier Payment	Check	11091	5/3/2023	526.31	J-2 Blueprint Supply Co.	
Supplier Payment	Check	11092	5/3/2023	4,375.67	Janus Youth Programs Inc	
Supplier Payment	Check	11093	5/3/2023	71,851.07	KBT Distributing LLC	
Supplier Payment	Check	11094	5/3/2023	13,951.25	Kearns & West Inc	
Supplier Payment	Check	11095	5/3/2023	761.60	Keller Associates Inc	
Supplier Payment	Check	11096	5/3/2023	2,556.37	Kittelson & Associates Inc	
Supplier Payment	Check	11097	5/3/2023	13,361.40	L.N. Curtis & Sons - Remit- To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	11098	5/3/2023	9,626.74	Last Mile LLC	
Supplier Payment	Check	11099	5/3/2023	7,092.00	Lexipol LLC	
Supplier Payment	Check	11100	5/3/2023	2,996.48	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	11101	5/3/2023	326.11	Mark IV Enterprises Inc	
Supplier Payment	Check	11102	5/3/2023	843.15	McFarlanes Bark Inc	
Supplier Payment	Check	11103	5/3/2023	1,500.00	Message Gears LLC	
Supplier Payment	Check	11104	5/3/2023	2,070.50	Murray Smith Inc	
Supplier Payment	Check	11105	5/3/2023	34,919.62	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	11106	5/3/2023	110.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	11107	5/3/2023	10,600.29	Northwest Equipment Distribution Inc	
Supplier Payment	Check	11108	5/3/2023	22,545.04	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	11109	5/3/2023	181.90	One Call Concepts Inc	
Supplier Payment	Check	11110	5/3/2023	7,337.25	Origami Risk LLC - Remit- To: Origami Risk LLC	
Supplier Payment	Check	11111	5/3/2023	111,226.64	Parametrix, Inc	

INVOICE PAYMENTS REPORT

Supplier Payment	Check	11112	5/3/2023	2,308.25	PBS Engineering and Environmental Inc	
Supplier Payment	Check	11113	5/3/2023	190.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	11114	5/3/2023	17,324.92	Portland Mechanical Construction LLC	
Supplier Payment	Check	11115	5/3/2023	2,993.76	PPC Solutions Inc	
Supplier Payment	Check	11116	5/3/2023	761.34	Qwest Corporation	
Supplier Payment	Check	11117	5/3/2023	88,527.29	Salt Distributors Inc	
Supplier Payment	Check	11118	5/3/2023	20,516.91	San Diego Police Equipment Co Inc	
Supplier Payment	Check	11119	5/3/2023	53,806.50	Selectron Technologies	
Supplier Payment	Check	11120	5/3/2023	34,484.09	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	11121	5/3/2023	33,590.00	Southwest Washington Humane Society	
Supplier Payment	Check	11122	5/3/2023	38.80	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	
Supplier Payment	Check	11123	5/3/2023	525.00	Stephen P Capellas	
Supplier Payment	Check	11124	5/3/2023	12.88	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	11125	5/3/2023	10.36	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	11126	5/3/2023	7,880.00	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	11127	5/3/2023	24,384.24	The ADT Security Corporation	
Supplier Payment	Check	11128	5/3/2023	6,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	Check	11129	5/3/2023	1,566.00	The Loudenback Corporation	
Supplier Payment	Check	11130	5/3/2023	418.50	Towing & Recovering Services Inc	
Supplier Payment	Check	11131	5/3/2023	1,361.58	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	11132	5/3/2023	1,274.24	Trilogy MedWaste West, LLC	
Supplier Payment	Check	11133	5/3/2023	696.22	Triple J Enterprises	
Supplier Payment	Check	11134	5/3/2023	290.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	11135	5/3/2023	10,000.00	United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558	
Supplier Payment	Check	11136	5/3/2023	120.00	Vancouver Aire LLC	
Supplier Payment	Check	11137	5/3/2023	95.00	Vancouver Granite Works Inc	
Supplier Payment	Check	11138	5/3/2023	250.00	Vancouver National Historic Reserve Trust	
Supplier Payment	Check	11139	5/3/2023	1,519.00	Vancouver Slow Pitch Umpires Association - Remit-To: VSPUA - Vancouver	
Supplier Payment	Check	11140	5/3/2023	299.00	Vast Data Concepts	
Supplier Payment	Check	11141	5/3/2023	495.00	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	11142	5/3/2023	83.61	Washington State Fire Fighters Apprenticeship Trust	
Supplier Payment	Check	11143	5/3/2023	3,926.79	Wesco Distribution, Inc.	
Supplier Payment	Check	11144	5/3/2023	28,913.86	Western Water Works Supply Co Inc	
Supplier Payment	Check	11145	5/3/2023	66,592.48	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	11146	5/3/2023	5,081.62	YOLO Washington LLC	
Cash Advance Payment	Check	11147	5/3/2023	471.50	Michael Maini	
Miscellaneous Payment	Check	11148	5/3/2023	182.00	Apex Hood Cleaning	Refund of triple payment made to invoice #77040089.
Miscellaneous Payment	Check	11149	5/3/2023	518.20	DC Fleck Construction	CMI-332514 (jobsite: 16313 SE 1st Street)
Miscellaneous Payment	Check	11150	5/3/2023	515.49	DC Fleck Construction	CMI-329638 (jobsite: 212 NE 164th Ave Ste 16)
Miscellaneous Payment	Check	11151	5/3/2023	120.67	HVAC Inc	MPE-331695 (jobsite: 205 SE Hearthwood Blvd)
Miscellaneous Payment	Check	11152	5/3/2023	120.00	Landover Sharmel Neighborhood Association	2023 RecycleU
Miscellaneous Payment	Check	11153	5/3/2023	8,137.24	Linda Schorr	Claim Payment - DOL: 03/13/23 - Risk
Miscellaneous Payment	Check	11154	5/3/2023	172.03	Luke Shaffer	RES-334665 (jobsite: 2108 NE 130th Avenue)
Miscellaneous Payment	Check	11155	5/3/2023	43.02	Luke Shaffer	RES-334645 (jobsite: 13310 NE 36th Street)
Miscellaneous Payment	Check	11156	5/3/2023	7,291.20	Sark Point Inc.	Septic to Sewer Conversion - 16216 NE 11th St - Fowler

INVOICE PAYMENTS REPORT

Miscellaneous Payment	Check	11157	5/3/2023	50.00	Vancouver False Alarm Reduction Program	Refund Acct#13130 Cust #13130 Clark County Infrastructure
			Check	1,598,949.19		
Cash Advance Payment	Direct Deposit	EFT-00194103	5/4/2023	365.50	William Pardue	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194104	5/4/2023	333.00	Scott Willis	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194105	5/4/2023	365.50	Lee Gelsinger	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194106	5/4/2023	618.50	Troy Rawlins	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194107	5/4/2023	55.50	McAvoy Shipp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194108	5/4/2023	401.50	Shane Hall	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194109	5/4/2023	365.50	Jeff Mori	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194110	5/4/2023	238.24	Lon Pluckhahn	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194111	5/4/2023	109.75	Iasmina Giurgiev	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194112	5/4/2023	365.50	Daphine Harris	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194113	5/4/2023	401.50	Patrick Kennedy	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194114	5/4/2023	176.50	Brian Billingsley	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194115	5/4/2023	371.75	Lee Lofton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194116	5/4/2023	176.50	Deanna Watkins	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194117	5/4/2023	369.50	Kimberly Kapp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194118	5/4/2023	176.50	Neil Martin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194119	5/4/2023	583.50	Joshua Sand	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194120	5/4/2023	365.50	Rocky Epperson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194121	5/4/2023	583.50	Sean Suarez	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194122	5/4/2023	662.50	Andrea Bauman	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194123	5/4/2023	111.00	Jeremy Vanroyce	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194124	5/4/2023	732.50	Jeremy Vanroyce	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194125	5/4/2023	118.50	Judson McCauley	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194126	5/4/2023	583.50	Jamie Haske	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194127	5/4/2023	197.50	Justin Box	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194128	5/4/2023	90.00	Nathan Cusick	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194129	5/4/2023	91.50	Zach Auld	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194130	5/4/2023	91.50	Christopher Holmquist	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194131	5/4/2023	91.50	Laura Frost	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194132	5/4/2023	176.50	Rodrigo Osorio	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00194133	5/4/2023	365.50	Roger Evans	Travel Advance
Expense Payment	Direct Deposit	EFT-00194134	5/4/2023	371.75	Becky Rude	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194135	5/4/2023	814.31	Geoffrey Robbins	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194136	5/4/2023	86.95	Jesse Chick	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194137	5/4/2023	190.21	Carlos Cedeno-Contreras	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194138	5/4/2023	250.00	Bryan Carter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194139	5/4/2023	175.63	Angelica Martinez Sulvaran	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194140	5/4/2023	85.00	Leo Jochim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194141	5/4/2023	347.75	Matthew Thierfelder	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194142	5/4/2023	250.00	Owen Bacon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194143	5/4/2023	448.42	Kristine Olinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194144	5/4/2023	40.00	Brian Taylor	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194145	5/4/2023	339.84	Natasha Ramras	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194146	5/4/2023	397.08	Brett Raunig	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194147	5/4/2023	59.50	Caleb Vance	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194148	5/4/2023	56.14	Liz Erickson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194149	5/4/2023	35.90	Tanya Wolstein	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194150	5/4/2023	42.89	Ryan Miles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00194151	5/4/2023	150.83	Anne McEnerny-Ogle	Employee Reimbursement
			Direct Deposit	13,877.44		
Supplier Payment	EFT	EFT-00194152	5/4/2023	179,642.80	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00194153	5/4/2023	3,984.09	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00194154	5/4/2023	1,684.71	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00194155	5/4/2023	135,085.02	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00194156	5/4/2023	2,172.53	Purple Communications Inc	
Supplier Payment	EFT	EFT-00194157	5/4/2023	3,438.97	Family Solutions, Inc.	
Supplier Payment	EFT	EFT-00194158	5/4/2023	17,965.36	ConvergeOne Inc	
Supplier Payment	EFT	EFT-00194159	5/4/2023	1,511.40	Lifeline Connections	
Supplier Payment	EFT	EFT-00194160	5/4/2023	8,046.38	Second Step Housing	
Supplier Payment	EFT	EFT-00194161	5/4/2023	88,231.16	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00194162	5/4/2023	3,915.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00194163	5/4/2023	1,838.85	Operations Management International Inc	
Supplier Payment	EFT	EFT-00194164	5/4/2023	9,180.01	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00194165	5/4/2023	24,550.70	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00194166	5/4/2023	7,907.99	Otak Inc	
Supplier Payment	EFT	EFT-00194167	5/4/2023	5,045.00	Pitney Bowes Inc	

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

INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00194168	5/4/2023	5,108.49	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00194169	5/4/2023	16,905.00	Cascadia Partners LLC	
Supplier Payment	EFT	EFT-00194170	5/4/2023	2,445.75	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00194171	5/4/2023	8,658.75	Sequence Graphics LLC - Remit-To: Sequence_Graphics	
Supplier Payment	EFT	EFT-00194172	5/4/2023	929.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00194173	5/4/2023	3,338.01	Living Hope Church	
Supplier Payment	EFT	EFT-00194174	5/4/2023	105,438.57	PC Specialists Inc	
Supplier Payment	EFT	EFT-00194175	5/4/2023	1,024.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00194176	5/4/2023	190.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00194177	5/4/2023	23,636.84	Metereaders LLC	
Supplier Payment	EFT	EFT-00194178	5/4/2023	190,677.76	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00194179	5/4/2023	5,882.31	Power Systems West	
Supplier Payment	EFT	EFT-00194180	5/4/2023	19,800.00	Workday Inc	
Supplier Payment	EFT	EFT-00194181	5/4/2023	22,785.02	Share Inc	
Supplier Payment	EFT	EFT-00194182	5/4/2023	5,111.07	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00194183	5/4/2023	472.82	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00194184	5/4/2023	11,694.97	Outsiderinn.org	
Supplier Payment	EFT	EFT-00194185	5/4/2023	7,500.64	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00194186	5/4/2023	19,665.77	Fehr & Peers	
Supplier Payment	EFT	EFT-00194187	5/4/2023	3,206.25	Salazar Architect Inc	
Supplier Payment	EFT			948,671.24		
Supplier Payment	Manual Wire		5/1/2023	20,843.51	Athlactron Holding	
Supplier Payment	Manual Wire		5/1/2023	2,423.69	Internal Revenue Service	
Supplier Payment	Manual Wire		5/1/2023	13,916.10	Washington Dental Service	
Supplier Payment	Manual Wire		5/1/2023	187,662.81	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		5/2/2023	508,755.38	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		5/2/2023	22,270.87	United States Postal Service	
Supplier Payment	Manual Wire		5/2/2023	52,775.36	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		5/3/2023	70,759.76	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		5/4/2023	376,664.60	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		5/4/2023	194,080.78	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		5/4/2023	10,507.91	VSP Vision Care Inc	
Supplier Payment	Manual Wire		5/4/2023	532,428.11	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		5/5/2023	651,028.28	Fidelity National Title Co of Washington	
		Manual Wire		2,644,117.16		
		Checks		1,598,949.19		
		Direct Deposit		13,877.44		
		EFT		948,671.24		
			5/8/2023	404,858.00	City Payments	Posted 05-01-23 to 05-07-23
		Hansen Total		404,858.00		
			5/8/2023	765.10	Miscellaneous	Parks Class Refunds FCC 05-01-23 to 05-07-23
			5/8/2023	806.22	Miscellaneous	Parks Class Refunds MCC 05-01-23 to 05-07-23
		VISA Total		1,571.32		
		Payroll Total		0.00		
		GRAND TOTAL		5,612,044.35		

City of Vancouver
Payroll Council Report
May 01, 2023 - May 07, 2023

Check No.	Date	Explanation	Amount
		No payroll this period.	

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