

City Council Meeting Agenda September 9, 2024

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast ([live closed captioning available](#)), CVTV cable channels 23 / HD 323, and on the [City's Facebook page](#).

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

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

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. September 9, 2024. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on September 9, 2024. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on September 9, 2024.

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

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

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

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

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

Access, Mobility, and Parking Plan: Existing Conditions Report

(Approximately 1 hour)

Patrick Quinton, Economic Development Director, Gabe Montez, Parking District Manager,
patrick.quinton@cityofvancouver.us, gabriel.montez@cityofvancouver.us

Comprehensive Plan Update

(Approximately 1 hour, to immediately follow the previous workshop)

Rebecca Kennedy, Deputy Community Development Director, Dominique Martinelli, Senior Planner, rebecca.kennedy@cityofvancouver.us, dominique.martinelli@cityofvancouver.us

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

Regular Council Meeting

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - June 17, 2024

Minutes - June 24, 2024

Minutes - June 29, 2024

Proclamations

National Service Dog Month

National Preparedness Month

Hispanic Heritage Month

Community Communication

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

Consent Agenda

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

1. Bid Award - NW Daniels St (W 34th St to W 39th St) Water Main Replacement, per ITB 24-40

Staff Report: 168-24

Request: Award a construction contract for the NW Daniels St (W 34th St to W 39th St) Water Main Replacement project, to the lowest responsive and responsible bidder, Halme Excavating, Inc of Battle Ground, Washington at their bid price of \$364,463.49 which includes Washington State sales tax, and authorize the City Manager or designee to

execute the same.

Michelle Henry, Senior Civil Engineer, michelle.henry@cityofvancouver.us

2. Contract Amendment - Heights District Infrastructure Design

Staff Report: 169-24

Request: Authorize the City Manager, or designee, to execute Amendment No.5 to the Professional Service Agreement with First Forty Feet to advance the next phase of design of public infrastructure and increase the contract amount by \$3,199,219.07 to a revised amount of \$8,270,688.07.

Amy Stewart, Real Estate Project Manager, amy.stewart@cityofvancouver.us

3. Contract Amendment - Approval of increasing the threshold of an existing contract with HMI Oregon (Pacific WRO):C-101148

Staff Report: 170-24

Request: Authorize the City Manager, or their designee, to increase the spending limit with HMI Oregon for furniture purchases as part of the Marine Park Engineering facility remodel by \$300,000.

Sheryl Hale, Senior Engineering Supervisor, sheryl.hale@cityofvancouver.us

4. Contract - Professional Services Agreement with GBD Architecture for Architectural and Engineering Design Services for 521 Chkalov Drive Property Renovation

Staff Report: 171-24

Request: Authorize the City Manager, or designee, to enter into a professional services agreement and any amendments with GBD Architecture of Portland, OR, for the provision of architectural and engineering design services in an amount not to exceed \$1,583,497.

Ryan Knox, Senior Civil Engineer, Jean Singer, Capital Projects Manager,
ryan.knox@cityofvancouver.us, jean.singer@cityofvancouver.us

5. Approval of Land Parcel Exchange with Vancouver Public Facilities District to Facilitate the Expansion of the Convention Center

Staff Report: 172-24

Request: Authorize the City Manager, City Attorney, and/or designee(s) to execute attached Real Estate Purchase and Sale Agreement (REPSA) and corresponding Memorandum of Understanding (Exhibit C to REPSA).

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

6. Grant for 2023 Washington Department of Ecology Spill Prevention, Preparedness, and Response Equipment

Staff Report: 173-24

Request: Authorize the City Manager, or designee, to approve the 2023 Washington, Department of Ecology, Spill Prevention, Preparedness, and Response Equipment Grant in the amount of \$84,000.

Thomas O'Connor, Division Fire Chief, thomas.oconnor@cityofvancouver.us

7. Ordinance for 2024 Housing Code Changes in Advance of the Comprehensive Plan

AN EMERGENCY INTERIM ZONING ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.410, 20.810, 20.920, and 20.950 pursuant to RCW 36.70A.390; establishing findings of fact justifying this action and a workplan for related studies; establishing an immediate effective date and providing for severability.

Staff Report: 174-24

Request: On September 9, 2024, approve interim zoning ordinance pursuant to RCW 36.70A.390, adopting the 2024 housing code changes and associated workplan leading to public hearing review within 60 days.

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

8. Ordinance Authorizing Contract Agreement between Clark County, the City of Vancouver and Columbia Resource Company for long-term Solid Waste Disposal and Processing Services

AN ORDINANCE authorizing the execution of a Master Services Agreement with Attachments (MSA) between Clark County, Washington ("County"), the City of Vancouver, Washington ("City") and Columbia Resource Company ("Contractor"), to provide Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services; providing for severability; and setting an effective date.

Staff Report: 175-24

Request: Advance the ordinance on first reading and set a date of September 16, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to finalize and execute the MSA, Attachment A.1, A.2 and A.3 between Clark County, the City of Vancouver and Columbia Resource Company.

Julie Gilbertson, Solid Waste Supervisor, Cary Driskell, Assistant City Attorney, Steve Worley, Public Works Director, julie.gilbertson@cityofvancouver.us, cary.driskell@cityofvancouver.us, steve.worley@cityofvancouver.us

9. Approval of Claim Vouchers

Request: Approve claim vouchers for September 9, 2024.

Public Hearings

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

10. Ordinance Authorizing Amendment to Professional Services Agreement - Final Design Services for Marine Park Solids Force Main Project - C-100250 Staff Report: 167-24

AN ORDINANCE authorizing the execution of a contract amendment with Kennedy Jenks Consultants, Incorporated ("Consultant"), to continue providing wastewater treatment and other related services ("Services") to the City of Vancouver, Washington ("City"); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

Request: Upon second reading and a public hearing, approve the ordinance. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100250 with Kennedy Jenks Consultants of Portland, Oregon, to: (1) increase by \$2,004,482 for a total contract amount of \$3,304,482, and (2) extend contract expiration date from December 31, 2024, to December 31, 2026, with a mutual option to extend an additional period to December 31, 2030.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

Downtown Access, Mobility & Parking Plan

Existing Conditions Update & Preliminary Recommendations

Gabe Montez
Parking District Manager
Parking Services



WALKER
CONSULTANTS

Ben Weber
Parking and Mobility Consultant
Walker Consultants

September 9, 2024

Agenda

- Plan Context
- Scope
- Work to Date
- Existing Conditions
- Initial Recommendations
- Next Steps
- Questions & Discussion

Plan Objectives

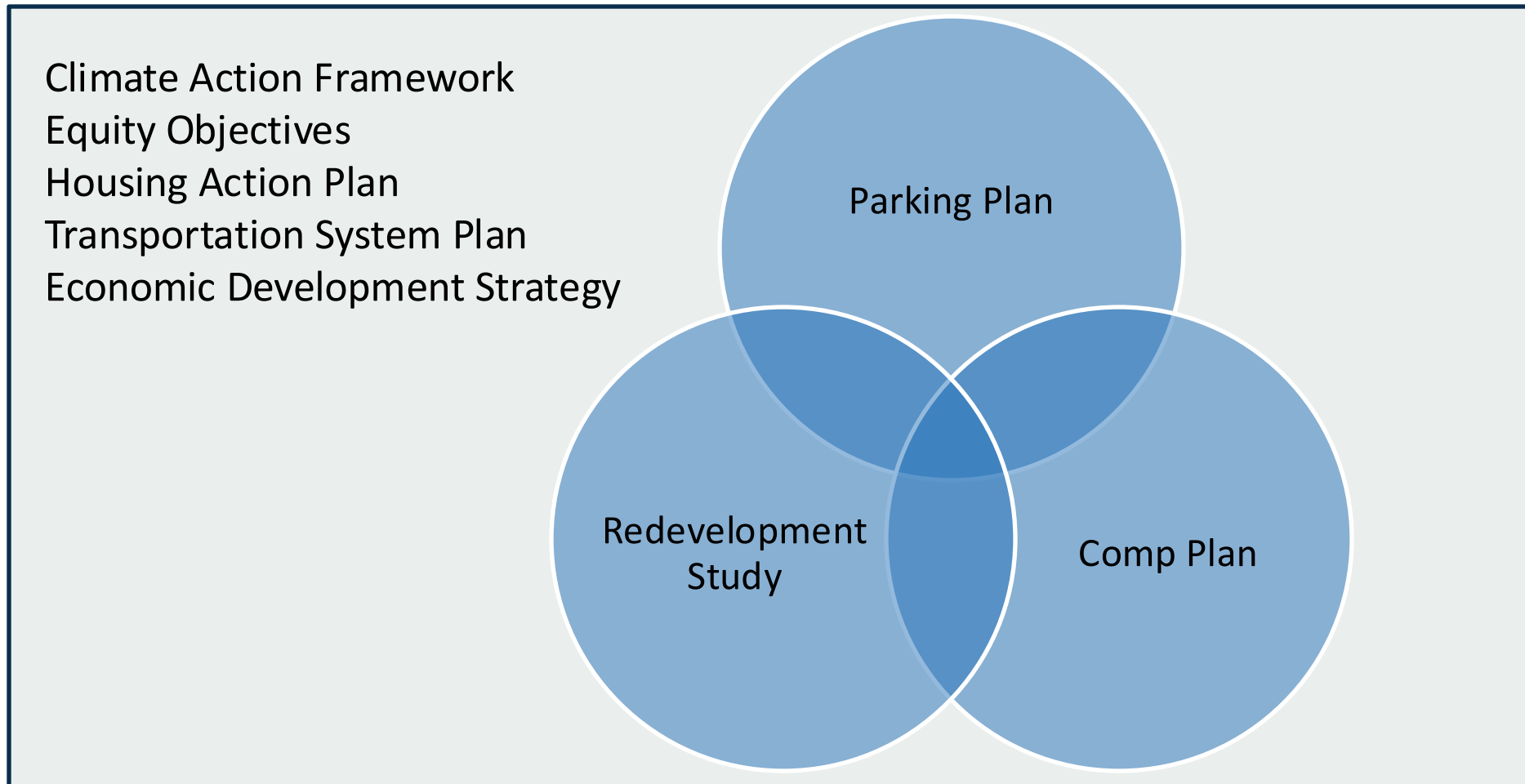
Supporting the Future of Downtown

- Continue to attract new growth without increasing public parking supply
- Support alternative transportation modes and behaviors into and around downtown
- Unlock private parking supply to enhance options for downtown stakeholders
- Leverage public infrastructure investments to enhance access and mobility



Update to Downtown Vision

Access, Mobility & Parking Plan part of integrated planning effort



Plan Scope

A New Blueprint for Downtown Mobility

1. Updated plan **objectives**
2. Updated public and private parking **inventory**.
3. Assessment of current **mobility options**
4. Estimates of the **expected demand** for parking and mobility options
5. Review of **best practices** and recommended strategies for maximizing access and mobility
6. Recommendations for the **best use of City assets**, including rights of way
7. An assessment of **ADA compliance** and necessary corrective action
8. Recommendations for **ongoing data collection and analysis**
9. Prioritized **implementation plan**



Work to Date

- Public engagement
 - Steering Committee
 - Public Bodies and Committees
 - Online survey
 - Public meetings
- Existing Conditions Report including parking inventory and mobility assessment



Existing Conditions

On-Street parking well utilized with excess capacity

- 2,500 enforced spaces
- 20+ miles of curb
- Wednesdays: 62% average
- Saturdays: 61% average
- Sundays: 51% average
- Waterfront busiest – often exceeding 80%

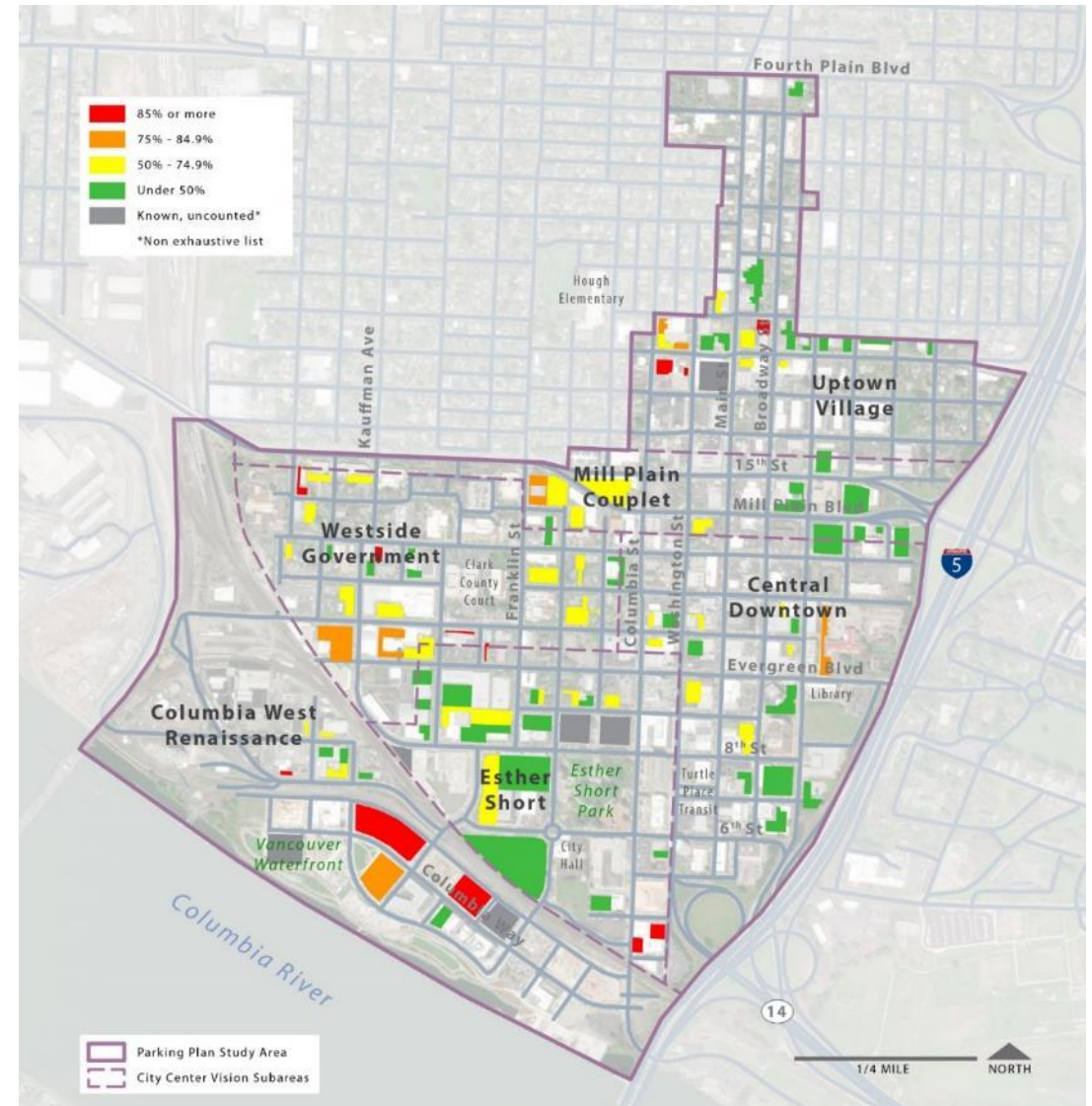
*Data collected Jan – March 2024



Existing Conditions

Private Off-Street Parking Underutilized

- 8,000 spaces ~220+ lots
- Few lots exceed 75% use
- Weekend drop – fewer commuters
- Thursday, 4/18/24: **49-54% full**
- Saturday, 4/20/24: **25-29% full**
- Waterfront is busier – especially lunch and dinner times
- **~450 acres total**



Map: 4/18/24 from 1-3 p.m.

Recommended Strategies

Focus more on people & businesses, less on cars and parking

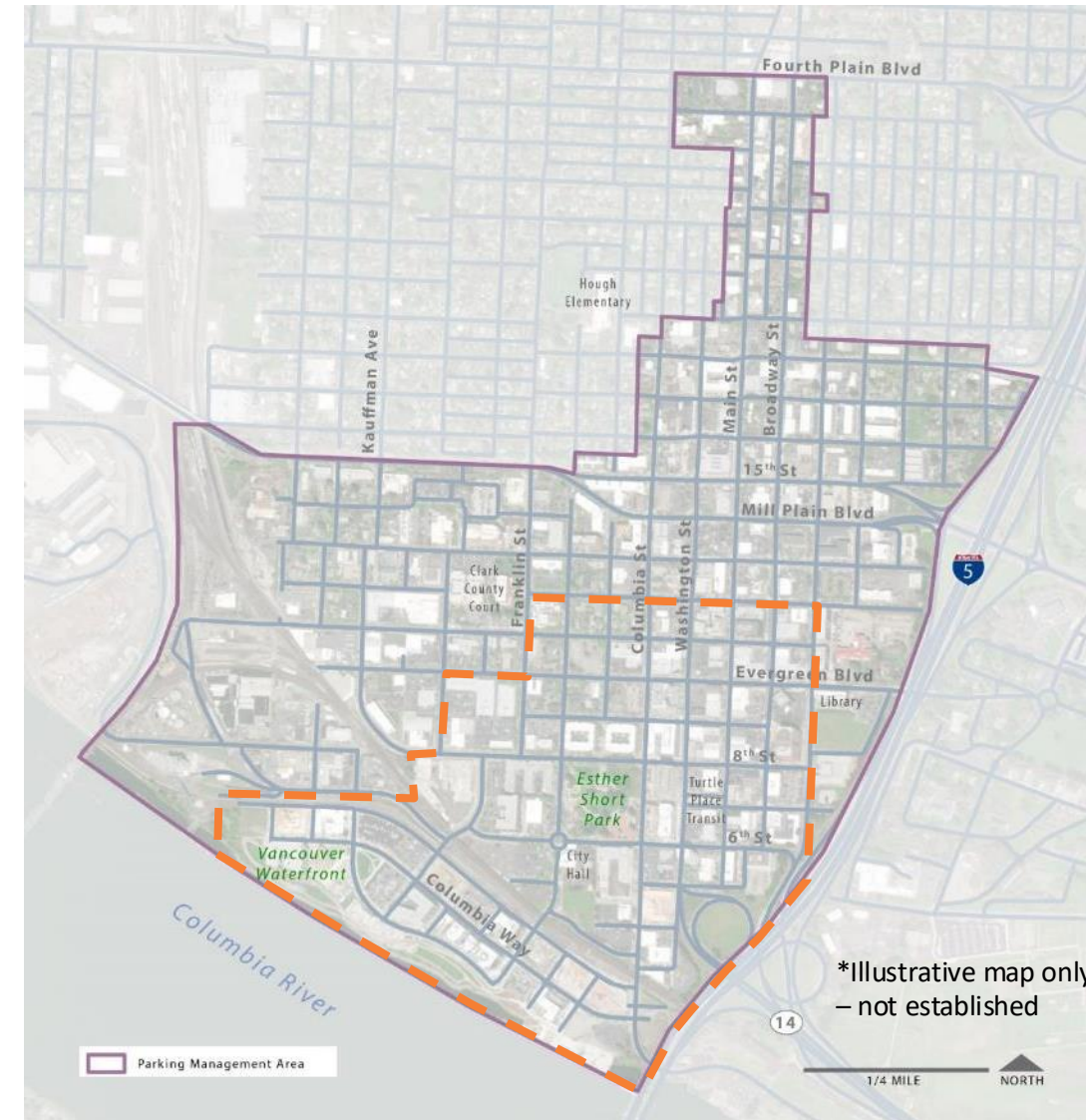


- Parking Management & Operations
- Mobility & Access Initiatives
- Shared Parking

Recommendations: Parking Management & Operations

Maximize Utilization of Parking Assets

- Update Parking Management Area boundaries
- Implement New Pricing Structures to Improve Utilization
 - Time of day and duration
 - Edge vs Core (i.e., influence location)
 - Event-based
 - Regularly reassess based on outcomes
- Align Parking Operations with City Goals



Recommendations: Shared Parking Initiatives

Unlock Private Parking for Public Use

- Expand public parking options without adding new supply
- Ease parking burden on new development
- Generate revenue for downtown property owners
- Unlock private supply in edge areas to reduce congestion in core
- Scenarios include:
 - Time of day shared access
 - Temporary event related
 - City or third-party management of public parking use



Recommendations: Mobility and Access

Reprioritize use of City assets and investment

- Evaluate reinvestment of City parking funds
- Establish Mobility Hubs (eg Library Square, collocation of bike corrals w/ transit)
- Pursue Micromobility initiatives
 - Circulator
 - Scooter, bike
 - Enhanced pedestrian access
- Embrace curb management to open up City rights of way
 - Alternate curb uses (e.g., accessible parking, bike corrals, outdoor seating)
 - Active Streets
- Update Downtown Wayfinding

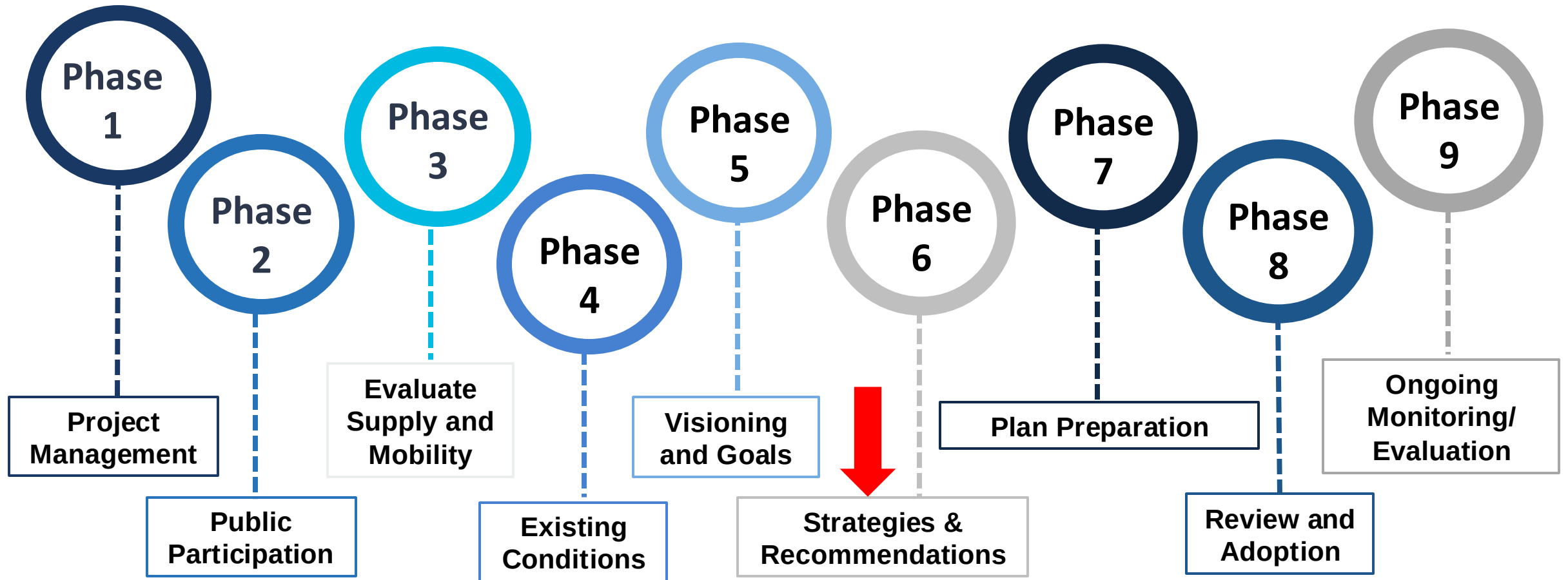


Questions

- What is your reaction to parking supply & utilization analysis?
- How can Plan support City vision and goals for downtown?
- Can we align future public investment to promote enhanced mobility and access?
- What behaviors do we want to change to promote downtown access and livability?



Project Overview - Next Steps



Thank You





MEMORANDUM

DATE: September 9, 2024

TO: Vancouver City Council

FROM: Eric Holmes, City Manager

RE: **Downtown Access, Mobility & Parking Plan**

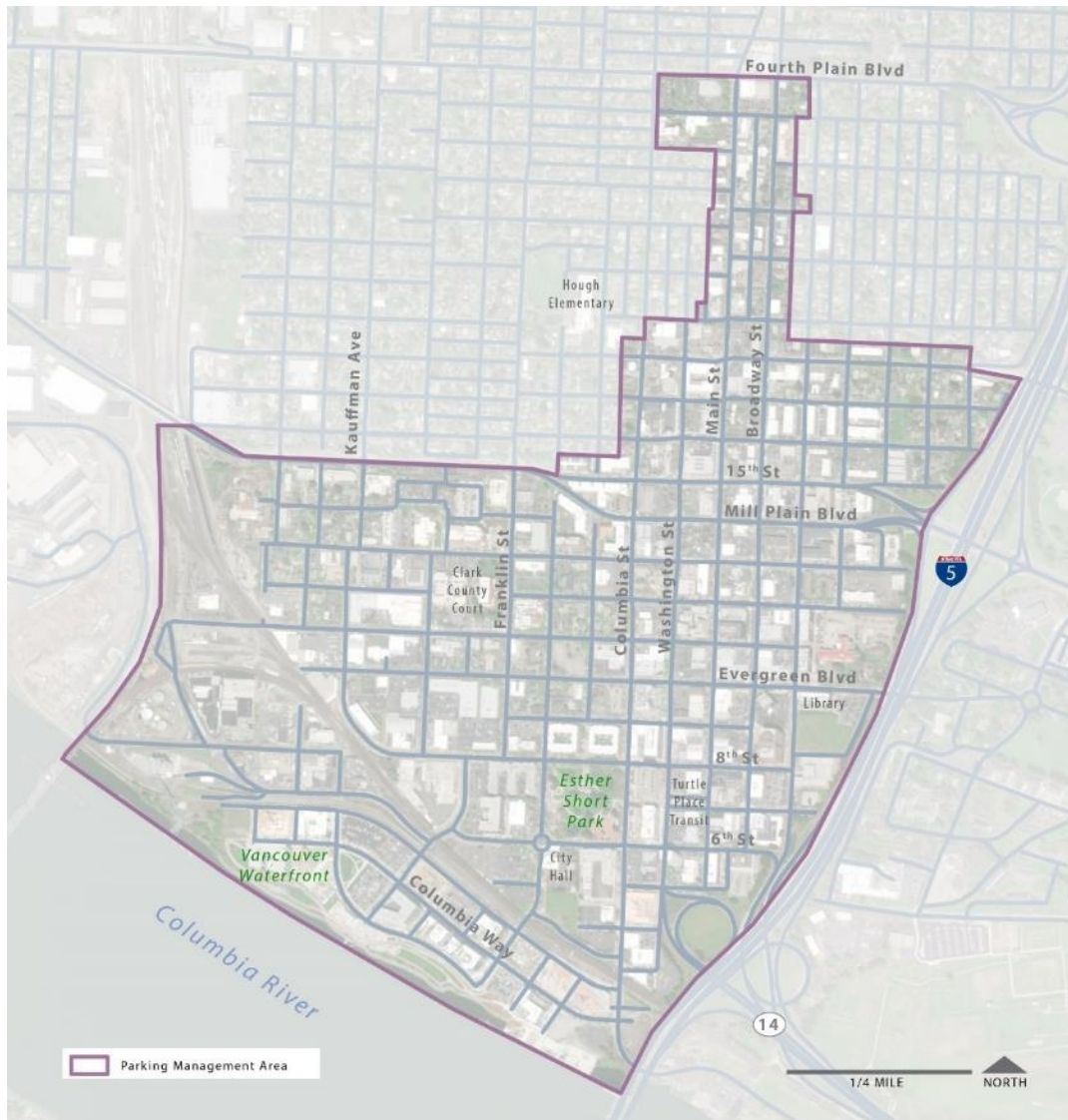
CC: Lon Pluckhahn, Patrick Quinton, Chris Harder, Gabe Montez, Anne Stedler

Introduction

Over the past several years, the City of Vancouver has completed multiple strategic plans and guiding documents, including the 2023-2029 Strategic Plan, Transportation System Plan (TSP), Climate Action Framework, Housing Action Plan, and Equity Framework. These updates mandate a change in the role, objectives, and functions of parking, with a particular focus on downtown. In response, the City's Parking Services team embarked on a project to replace the Downtown Strategic Parking Plan with the subject Downtown Access, Mobility & Parking Plan developed by Walker Consultants (the "Plan"). The Plan focuses on an expanded definition of access and mobility beyond car trips within the Parking Management Area shown below.¹ This memo provides an update on work accomplished on this project, a preview of future work, and an introduction to several parking management, shared parking, and mobility strategies that the Plan will develop.

¹ The Parking Management Area currently matches the Vancouver City Center Vision (VCCV) area. The Plan will revisit the definition of the Parking Management Area and recommend any necessary changes to reflect changes in downtown Vancouver.

Figure 1 The Downtown Parking Study and Plan study area



Background

The current Downtown Strategic Parking Plan was adopted in 2007. While that plan included actions to promote alternative commute options and improve access for pedestrians and non-motorized forms of transportation, the plan expected to increase parking supply as the primary response to growing needs. The City has undergone significant changes since adoption of that plan, and now faces both external pressures and City-adopted policy mandates to improve and encourage a range of mobility and access options to get to and around downtown.

The new Plan is a critical component of downtown Vancouver's transition to a dense urban environment resulting from major housing production and job growth, and will have a direct impact on downtown development, the built environment and the quality of experience and life for downtown stakeholders.

The new Plan should:

- Provide a blueprint for supporting new development activity, anticipated job and population growth, and increased visitors to downtown without new public parking;
- Encourage the sharing of private parking to maximize use of all existing parking in the City Center;
- Align our parking and mobility practices with the City's commitment to climate action, equity, and affordable housing, including the TSP guidance; and,
- Offer best practices in parking management, addressing the City's parking and curb assets, and helping reach City mandates and policies.

Plan Scope

The Plan will be completed by the end of 2024 and will align with the opportunities identified in the Downtown Redevelopment Study and the implementation priorities identified in the Transportation System Plan. The scope of the Plan includes:

- 1) Updated plan objectives in alignment with City goals and objectives, including Climate Action Framework, Transportation System Plan, and stated equity goals.
- 2) Updated downtown public and private parking inventory.
- 3) Assessment of current mobility options within Downtown Vancouver.
- 4) Estimates of the expected demand for parking and mobility options due to new downtown development and population growth.
- 5) A review of best practices and recommended strategies for maximizing access and mobility to and within Downtown Vancouver, with the primary focus on increasing the availability and use of alternative transportation options.
- 6) A review of best practices and recommendations for the best use of City assets, including downtown rights of way, to achieve City policy goals and vision for the downtown neighborhood.
- 7) An assessment of ADA compliance and best practices and guidance for corrective action.
- 8) Recommendations for data collection and analysis to facilitate effective and ongoing management of the parking system after implementation.
- 9) Prioritized implementation plan, including recommended programs, initiatives, and technologies, as well as potential zoning changes to implement the Plan.

To help complete the new Plan, Parking Services hired Walker Consultants, a nationally recognized planning and design firm with deep experience working with local governments to develop best practice parking and mobility plans. The Walker team includes Alta Planning + Design to provide expertise on mobility options and Enviroissues to assist with public engagement.

Plan Schedule

The Plan is expected to be completed by the end of 2024. The graphic below highlights the timing of the major milestones in the work.



Existing Conditions Report

One of the primary deliverables of the Plan is an Existing Conditions Report that provides an up-to-date inventory and utilization analysis of the public and private parking supply, catalogs existing mobility and access assets and deficits and summarizes the public conversations and stakeholder engagement that have informed the assessment of the current state of downtown mobility, access and parking. That extensive report is included as an attachment to this memorandum.

This memorandum highlights two critical sets of findings from the Existing Conditions Report: stakeholder engagement and parking supply and utilization analysis.

1. Stakeholder Engagement

Much of the work to date on the Plan has focused on public participation through an online survey, public meetings and presentation to public bodies and committees. The Existing Conditions Report summarizes the public engagement activities and findings, and Appendix D of the report provides a full summary of the extensive engagement of public and private stakeholders to date. Engagement activities to date include:

- A Project Steering Committee comprising a combination of internal and external stakeholders and subject matter experts has convened three times (January 25, April 8, and June 13) and provided feedback on the project scope, goals, existing conditions analysis, and initial strategies. The committee will continue to meet throughout the process and provide recommendations on the final plan.
- The project team met with the Parking Advisory Committee (PAC) three times (March 13, May 8 and July 18) to receive feedback on parking operations, existing conditions and priorities, and initial strategies. The PAC will review and provide a recommendation on the final plan.
- The Transportation Mobility Commission (TMC) reviewed the project in April and provided feedback to the project team about mobility priorities and how the new Plan should carry forward parking and mobility strategies identified in the Transportation System Plan, including parking management, parking minimums updates, curb

management, and mobility hubs. The TMC will also review the Existing Conditions Report and preliminary plan recommendations in early September.

- The project team met with the City Center Redevelopment Authority (CCRA) twice (November 16, and July 18) to receive feedback on project scope, existing conditions and priorities and initial strategies. The CCRA will provide a recommendation on the final plan.
- The project team conducted three small group discussions on June 17 and 18, one each with the disability community, hospitality and tourism stakeholders, and the Downtown Stakeholders Forum.
- The project team recently concluded public survey #1, which has been broadcast widely to seek input about travel and parking behavior and gather initial impressions about opportunities to improve parking and curb management downtown. the second is tentatively scheduled for August-September.
- Public Event – The project team will host an in-person or virtual community conversation open to the public in Q3 2024.

The themes the team has heard from Plan public participation include:

- Vancouver must move away from automobile primacy and viewing personal vehicles as the default means of travel.
- Improvement of infrastructure and services and creation of more urban environments where quick and close trips are possible are needed support the transition to more transit, walking, rolling, and bicycling.
- Parking and curb assets should be managed to provide access and choice of access for many users. That access should be fairly-priced, consistently enforced, and equitably provided.
- Parking is not the destination and does not make vibrant communities. People, places, activities, housing, businesses, and opportunities for livelihoods are the goal. Driving and parking are just one option for getting to around downtown and Vancouver seeks to reduce the impact and dominance of driving and parking.

2. Analysis of Parking Assets: Supply and Occupancy

As part of the existing conditions assessment, the project team collected and analyzed both on-street and off-street parking occupancy to assess the congestion or availability of parking supply around the downtown/VCCV area.

The project team used the on-street parking occupancy regularly collected by the City's Parking Services team. The aggregated data from January-March 2024 shows these average occupancies of the approximately 2,500 on-street spaces:

- Wednesdays: 62%
- Saturdays: 61%
- Sundays: 51%

These figures are downtown-wide averages. As expected, occupancy varies widely throughout downtown, with hot spots such as at the Waterfront and near Esther Short Park often exceeding 85% use, and areas near the Clark County government buildings often recorded well below 50% occupancy. Hot and cold spots also vary significantly from weekdays to weekends.

The project team collected off-street occupancy data for non-City (mostly private) parking locations on two days during spring 2024. These counts comprised over 220² parking lots and nearly 8,000 parking spaces. The counts occurred from 11 a.m. to 5 p.m. on both days. Average occupancy in downtown was measured as:

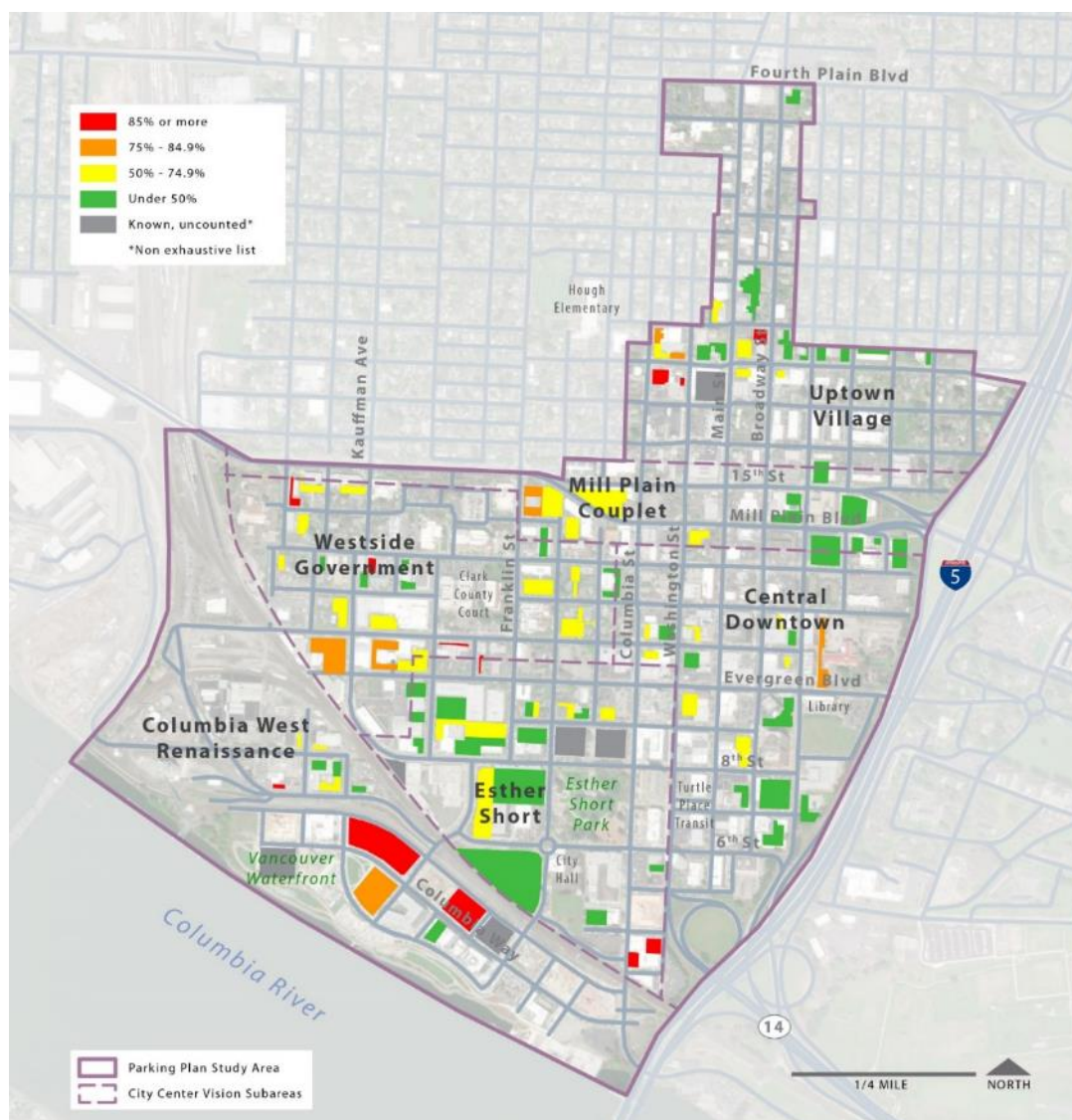
- Thursday, April 18, 2024: 49-54%
- Saturday, April 20, 2024: 25-29%

The project team recognizes that parking occupancy can vary significantly seasonally and with weather conditions. The weather on both count days was sunny and in the low 70s. The outdoor farmers market was fully active on Saturday the 20th, creating a spike in occupancy during the morning and early afternoon.

The map shown in Figure 2 below shows the occupancy during one period, Thursday, April 18, 2024, from 1 p.m. to 3 p.m. Many lots are below 50% use, and most are below 75%. From 75-85% occupancy lots start to feel busy. Above 85% occupancy parking lots begin to feel congested and may require users to circulate in search of a space. Only a few lots measured above 85% at any point during the counts. The busiest lots on the map shown on Figure 2 include privately supplied public parking in the Waterfront, several parking lots for restaurants, and parking lots used by construction workers.

² The off-street parking counts included only publicly viewable locations and did not include private parking in access-controlled, gated garages or parking structures. Thus, several newer buildings, including hotels and multi-dwelling residential around downtown and especially in the Waterfront, were not counted.

Figure 2 Off-street parking occupancy, Thursday, April 18, 2024, 1 p.m. - 3 p.m.



Initial Parking Supply Observations

These occupancy averages are below 65% at the highest and much lower at times, presenting opportunities for downtown. If viewed as underutilization of parking, the current condition an opportunity to distribute parking demand more evenly throughout downtown, seeking to alleviate parking congestion in some areas and shift it to low-use zones. Parking wayfinding and more sophisticated and responsive parking pricing are tools available to help manage demand.

If viewed as an oversupply of parking, the current condition an opportunity to eliminate some off-street parking supply in favor of redevelopment as housing, businesses, parks, civic spaces, and other people-serving uses. Similarly, on-street parking in some locations could be

repurposed in favor of bicycle and bus lanes, outdoor dining parklets, curb extensions, street landscaping, loading zones, and other amenities. These are intended to serve people, enliven the public realm, and bring value of attracting patronage and activity to adjacent private real estate. The City could even consider part-time or full-time car-free street configurations where neither driving nor parking is permitted, such as the existing successful farmers market.

Potential Plan Recommendations

As the project team wraps up the initial public participation and existing conditions assessment, high level strategies and initiatives have emerged for inclusion in the final Plan. These potential strategies fall within three overlapping program areas: 1) Parking Management and Operations, 2) Shared Parking, and 3) Enhanced Access and Mobility. These three program areas are summarized below.

- **Parking Management and Operations** – The Plan should propose updates to the City’s management of existing parking assets, including the on-street parking supply. One potential concept for influencing both the location and duration of on-street parking is progressive or tiered pricing based on both geography (high-demand “core” locations vs lower-demand “edge” locations) and time (i.e., pricing longer parking durations at gradually increasing hourly rates).
- **Shared Parking** – Unlocking private parking for public use will be a priority recommendation of the Plan. Implementation of shared parking can take different forms, including sharing between private entities, City or third-party management of public use of private parking, and limited use of private parking for events and other activities that place unusual demands on downtown parking.
- **Enhanced Access and Mobility** – To improve access to downtown for all forms of transportation and mobility, the City must rethink how its existing assets and resources are utilized. The City’s primary asset in promoting enhanced mobility downtown is the public right of way, including curbs and sidewalks. The Plan will encourage more flexible uses of the street curb to provide space for social and business activity, quick passenger and delivery loading, active mobility infrastructure, and other uses that de-emphasize pure car storage. In addition, the City should examine how to utilize the funds collected from parking operations to support a broad range of mobility options, including transit, bikes, and pedestrians.

Next Steps

The project team has transitioned into formulating the recommendations that will be included in the final Plan and will continue that work through September. Additional stakeholder feedback will be solicited after the final Plan is drafted prior to presenting to CCRA and the Parking Advisory Committee for review and referral to Council for review and adoption in Q4 2024.

Attachments

Existing Conditions Report



Prepared for the City of Vancouver, Washington

Downtown Access, Mobility and Parking Plan: *Focusing on People*

Existing Conditions Report

August 27, 2024



WALKER
CONSULTANTS

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Existing Conditions Report with Key Findings and Preliminary Conclusions

Introduction

Plan to Implement City Policy

The City of Vancouver retained Walker Consultants to develop a plan to implement its policies of improving Downtown access, mobility, and parking for residents, businesses, and visitors. This Existing Conditions Report is a component of the Downtown Access, Mobility, and Parking Plan (“Plan”).

Three assets and functions are critical to the successful implementation of City policy goals of transforming Downtown from a car-centric environment to a people-centric place. They are:

1. Access: how people get to and from Downtown
2. Mobility: how people move around Downtown
3. Parking: how people store cars with the least impact on Downtown.

The transformation is directed by City climate and transportation policies, which aim to reduce greenhouse gases and traffic congestion while meeting the needs of people and businesses.

The larger vision of City policies goes beyond climate and transportation. The goal is to create a livable place designed for people with jobs, businesses, housing and activity for residents, employees, and visitors, all within a high-functioning, easy-to-traverse, 15-minute downtown.

The policies encourage individuals to make fewer car trips by “parking once” and walking from place to place, and choosing to use transit, walk or bicycle. This Existing Conditions Report demonstrates the feasibility of achieving this, given the gently sloping downtown area and the mild climate.

Unprecedented Growth Projections Could Help Achieve City Policy

The City anticipates a dramatic increase in population, housing and jobs across the City with a large proportion of these increases downtown. Growth estimates for this area anticipate as many as 40,000 more residents, 10,000 new housing units, and 10,000 new jobs over the next 20 years. This alone compels the City to plan better access, mobility, and parking that nurtures and grows the attractive, walkable downtown emerging today.

The dual pressures of the projected population growth and City climate and transportation policies could propel downtown Vancouver’s evolution and achieve the policy goal of creating a livable, walkable, and high-functioning urban center. The Plan is an essential implementation tool for realizing the critical access, mobility and parking components of these policies.

Coordinating Downtown Plans

The development of the Plan is informed by the update to the Comprehensive Plan, and when complete and adopted, the Plan will be implemented in concert with two other plans being drafted now:

- The Downtown Redevelopment Study, which identifies future opportunity areas in Downtown with a focus on the development of affordable housing
- The Economic Development Strategy, which addresses jobs and entrepreneurial opportunities

These coordinated implementation plans allow the City to address multiple interdependent aspects of Vancouver's growing downtown.

Existing Conditions Report

This Report presents research findings about how effectively and efficiently access, mobility, and parking assets currently serve people who live, work, and visit downtown. The data is presented in three sections, which are summarized in this Introduction and detailed in the attached appendices:

- Section One of this Report addresses existing downtown parking assets that could be more efficiently used and, in some cases, gradually transformed into people-serving activities and functions, such as housing and the successful Farmers' Market.
 - Section Two of this Report documents current progress and future opportunities to reduce vehicular traffic and achieve increased walking, bicycling, transit ridership, and other attractive ways to get to and around downtown (mobility).
- Section Three summarizes the Public Participation outreach which identified current attitudes and choices about getting to and around downtown and explored reactions to Existing Conditions described in this Report.

The preliminary conclusions presented throughout the Report represent starting points for recommendations that will be presented in the completed Plan to help achieve adopted climate and transportation policies for creating a livable, walkable, high-functioning downtown.

How the Existing Conditions Report Was Conducted

The Existing Conditions Report findings are based on numerous information and data sources such as:

- Existing City plans, policies, and municipal codes.
- Discussions with City, C-TRAN, Visit Vancouver, and Vancouver Downtown Association staff.
- Public participation to understand perceptions and choices of the public and of people engaged with downtown.
- Field counts of parking supply and occupancy collected by Parking Services staff.
- Parking payment and enforcement data.
- Utilization data related to transit, pedestrian, and bicycle assets.
- Observations of the alignment of existing parking and mobility assets with City goals for climate, transportation, equity and inclusion, housing, and economic development.

How Existing Conditions Will be Used During Implementation

This Existing Conditions Report serves as a benchmark for implementing and measuring progress on the upcoming recommendations--the deliverables that complete this Plan. The goal is to identify and have the City across multiple departments and its partners exploit the potential of and opportunity for transforming the existing conditions.

The existing conditions summarized in this Report are supported by extensive detail in the attached appendices. They are public and available to be reviewed, discussed, and supplemented and will be updated with new information during implementation. The full body of the Report and the appendices will help staff tailor implementation appropriate to this urban center and its access, mobility, and parking assets and functions and will be developed in collaboration with stakeholders. Together City and stakeholders can create continued success in downtown Vancouver by leveraging the changes and challenges that lie ahead.

Figure 1 Vancouver's Parking Management Area (PMA) is the focus area for the Downtown Access, Mobility and Parking Plan.

The PMA and the Vancouver City Center Vision (VCCV) plan area adopted in 2007 have the same boundaries. "Downtown" is used in this Report to refer to this area.



The following section of the Report focuses on existing conditions about parking supply, occupancy, and operations. Parking is addressed first in the Report because it occupies a significant portion of Downtown land and provides opportunities for better efficiency and additional activities, off street and at the curb, which help achieve the 15-minute walkable urban neighborhood.

Parking Supply and Occupancy

The current downtown parking supply exceeds 12,000 spaces.

- An estimated 8,000 of these spaces are in privately owned off-street lots and garages
- The City owns and manages approximately 4,000 spaces in on- and off-street locations (Table 3).

Parking occupancy on- and off- street is typically moderate, as shown in Table 1 for on-street parking. This is well below the industry standard of 85% occupancy threshold, which indicates a congested parking supply where drivers circulate to find an empty space to park.¹ On any given day and at most times throughout the day, downtown Vancouver has thousands² of unused parking spaces. Despite occasional, geographically isolated peaks of parking use, such as at the Waterfront and the Southeast area around Esther Short Park during the weekend Farmers Market (Table 1), the need for more parking in downtown Vancouver is insignificant.³

Preliminary Conclusions

- The survey results presented in Tables 1 and 2 do not support the often-expressed assumption that downtown needs more parking.
- Event- and visitor-based surges in City parking demand are typical of most active downtowns where parks and meeting spaces have programmed events. Vancouver's parking occupancy numbers indicate that the parking supply is adequate even at peak use periods.
- The number of unoccupied spaces during most days and times suggests that existing parking could be better used. For example:
 - It is reasonable to assume that people can typically park several blocks away from an event and walk or use non-auto transportation modes that are available today and are expected to increase over the coming years.
 - The City could quickly and proactively direct the public to under-used parking by increasing awareness of parking near event venues and other destinations. This could be done by investing in improved information resources, signage, and wayfinding.

¹ "A parking facility will be perceived as full at somewhat less than its actual capacity, generally in the range of 85 to 95 percent occupancy. [The range is because regular or repeat users, such as office employees, learn where spaces are likely to be available at a particular time of day and thus require less of an extra cushion than unfamiliar users.]" (Smith, Mary S. *Shared Parking*. 3rd ed. Washington, DC: Urban Plan Institute, ICSC, and National Parking Association, 2019, p. 15). As we are largely dealing with the public parking supply, which is mostly unassigned and geared towards transient users, it's best to use 85%. 75% is then an incremental reduction to denote heavy use but not yet congested conditions.

² The highest average on-street occupancy of 62%, measured on Wednesdays during January-March 2024, means that on average over 1,590 spaces were occupied and approximately 980 spaces were unoccupied (Table1). Accessible private parking (Table 2) exceeds 7,680 spaces, and highest occupancy was counted at 63%.

³ The next section, Waterfront and Municipal Lot 3 Parking Occupancy states that two new garages of 800 and 1,200 spaces are expected to open within months and 369 spaces in Municipal Lot 3 are expected to close in early 2024. These changes are not included in the current supply listed in this Report but will be tracked as they occur along with other future changes.

- Shared parking agreements between private lot/garage owners and the City could distribute existing parking supply or reallocate that asset by:
 - Making some private existing parking available to the public.
 - Making some private existing parking available to certain nearby developments that have parking needs.
- Transitioning some existing private parking into other uses, such as new housing development.
- Transitioning some public on-street parking into people-serving uses such as bike racks or outdoor dining parklets.

Waterfront (City and Private) and Municipal Lot 3 (City) Parking Occupancy

Waterfront on-street parking occupancy frequently exceeds 90% (Table 1). During peak hours, people may circulate for a considerable time to find available on-street or off-street spaces. The Waterfront is expected to see continued growth in the near future:

- In late summer 2024, an 800-space garage at Grant Street and Columbia Way will open, and a 1,200-space garage is expected to open at Terminal 1 in the coming months.
- Several existing surface parking lots are for sale as of Summer 2024. They will likely be developed, reducing the parking supply.

Municipal Lot #3 has 369 parking spaces and is located at Sixth and Esther Streets in the Southeast area of downtown. It, along with other nearby parking, serves the Farmers' Market and events in Esther Short Park, the Hilton, and the Convention Center. Lot #3 will close in late 2024 as the Waterfront Gateway development project moves into site preparation and construction.

- On weekdays, this lot is open only to City staff, who will use other resources when the lot closes.
- On weekends, Vancouver Farmer's Market vendors and patrons use (and often fill) Lot #3.
- The Vancouver Farmers Market is currently seeking to secure alternative parking options nearby.

Preliminary Conclusions

The Waterfront and the Southeast Area of downtown listed in Table 1, below, are premier destinations in Vancouver and the City should:

- Continue to monitor parking occupancy and track user data.
- Use tools at its disposal, such as on-street parking pricing to:
 - Redirect parking demand to adjacent areas with significantly lower occupancy.
 - Encourage alternative modes of transportation to the Waterfront and Southeast areas.
- Identify Opportunities:
 - Negotiating shared parking agreements with private owners who have underutilized parking.
 - Improving transit/bike access downtown.
 - Developing a circulator, such as a mini vehicle, to enhance and enliven mobility in downtown.
 - Branding downtown as a walkable neighborhood.

On-Street City Parking

Table 1 On-street public daytime parking occupancy* by downtown subarea, January-March 2024

Location	Average Occupancy			Space Count
	Wednesday	Saturdays	Sundays	
Northeast	55%	53%	40%	551
Southeast**	75%	77%	62%	360
Waterfront – SW	90%	90%	88%	200
Southwest – Event	46%	58%	40%	427
Northwest	47%	24%	16%	416
Uptown	61%	64%	59%	616
Whole System	62%	61%	51%	2,570

*Counts conducted by the City of Vancouver Parking Services. The City regularly counts occupancy on a subset of the total Downtown on-street parking supply; the 2,570 spaces in the counts are fewer than the total Downtown supply.

** Southeast includes Esther Short Park, the Hilton Hotel, and the Convention Center, where many events occur.

The City manages all downtown on-street parking. On-street parking occupancy in 2024 ranged from 51% to 62%, depending on the day of the week. This is well below the industry standards of 75%, which signifies heavy utilization, and 85%⁴, which suggests parking for congestion and the need for potential users to circulate to find parking. The highest average on-street occupancy outside the Waterfront is 62%, measured on Wednesdays during January-March 2024. This means that, on average, over 1,590 spaces were occupied and approximately 980 spaces were unoccupied.

Preliminary Conclusions

- Current low on-street occupancy rates suggest that there is ample on-street parking downtown and that most users will be able to find parking within a few blocks of their intended destination.
- The City should consider strategies to redistribute parking occupancy from higher occupancy areas, such as the Waterfront, to underutilized areas.
- The low occupancy rates also suggest that the City could consider strategies that address diverse, curbside use for activities other than parking:
 - On-street dining or entertainment parklets
 - Bike parking racks and lockers that are easy to use
 - Loading and unloading for transit such as C-TRAN busses
 - People-centric streetscape or greenspace features
- The number of designated ADA spaces is low (24 on-street within the PMA). However, people with ADA placards may use any metered on-street space in the City for free.
- The imbalance of on-street parking occupancy, with hot spots and cold spots, suggests that the City could consider various strategies to redistribute parking throughout the downtown district such as:
 - A more formal, geographic pricing model with a “core” zone where demand is high, and users are charged a premium and a less expensive “edge” zone where demand is low. (The City’s recent price increase for high-demand street parking in the Waterfront shows that the City is already increasing rates when occupancy is regularly over the 85% threshold. (The City maintains parity

⁴ See reference in footnote 1.

with private sector parking rates, too, and both high use and parity were motivations for the recent rate increase.)

- The implementation of tier-based pricing is another option that would give customers more flexibility and control over how long to park a car. Tier-based pricing allows full-day parking with the price per hour increasing over time with two-hour stays at regular rates.
- Geographic “core and edge” and tier-based pricing can work in tandem to send clear cost signals to users, encourage them to use the parking option that best meets their needs, and “park once”⁵ downtown and walk between destinations.

Off-Street, Private Parking Occupancy

Table 2 Off-street private daytime parking occupancy in Downtown, April 18 and 20, 2024⁶

Location	Parking Supply			Occupancy: Thursday, 4/18/24			Occupancy: Saturday, 4/20/24		
	All Spaces	ADA	EV	11 a.m.- 1 p.m.	1 p.m.- 3 p.m.	3 p.m.- 5 p.m.	11 a.m.- 1 p.m.	1 p.m.- 3 p.m.	3 p.m.- 5 p.m.
Central Downtown	1655	44	4	48%	49%	28%	25%	22%	19%
Columbia West Renaissance	1062	28	24	48%	63%	39%	28%	37%	53%
Esther Short	1087	53	0	59%	46%	43%	26%	25%	15%
Mill Plain Couplet	741	30	0	43%	44%	38%	21%	26%	24%
Uptown Village	1409	56	6	54%	51%	49%	33%	32%	30%
Westside Government	1733	43	0	52%	63%	50%	17%	30%	23%
Total	7687	254	34	51%	53%	41%	25%	29%	27%

According to an inventory prepared by Walker Consultants in April 2024, downtown has more than 7,500⁷ off-street, private parking spaces. Key findings from the canvassing effort include:

- Off-street parking is greatly oversupplied throughout downtown. (See Table 2.)

⁵ “Park once” is a common term in the parking industry used to mean creating parking options that may be several blocks from a person’s destinations. They are convenient to use, and people are willing to walk to and from because wayfinding is logical, pricing is fair, and walking in the urban environment is enjoyable and stimulating. It is also sometimes called “walkable parking” and is often located in public, on-street parking sites on the periphery of a Downtown core. The new parking structure that will soon open in the Waterfront is an example of a private “park-once” location. People will be able to use this parking structure and then walk among numerous Waterfront and Downtown destinations.

⁶ The weather during the counts was sunny and in the 70s. The Farmer’s Market was active on Saturday, April 20, 2024.

⁷ The project team counted readily accessible parking locations that were not restricted or hidden behind gates, locked garage entrances, or other access controls. Uncountable locations included, and are not limited to, the Hilton Hotel, Heritage Place Condominiums, and several hotels and apartment buildings on the Waterfront. The team estimates these uncounted locations hold 600-1000 parking spaces.

- Occupancy varies widely, including lots above 85% use ⁸ on the Waterfront and in select areas⁹ elsewhere downtown. Many other lots and entire subareas never exceeded 50% use.
- Saturday was significantly less busy than Thursday, likely due to less work commuter parking.
- Several private lots were over 85% on Saturday¹⁰ around the Farmer's Market and Waterfront.

Preliminary Conclusions

- Low to moderate occupancy suggests that many off-street parking lots could be candidates for development projects and/or shared parking agreements with the City.
- New housing, commercial, and mixed-use projects may be especially feasible if parking requirements are reduced and shared parking in nearby off-site locations is accepted by the marketplace, consumers, investors, and financiers.

Parking Payment Technology and Permits

The City has numerous uses and practices for parking and curb management. These are briefly described here to document existing conditions and the potential for improved or modified systems.

On-Street Public Parking Payment

On-street, public parking can be purchased using:

- The Parking Kitty smartphone app (Passport Parking systems), credit card, and cash pay stations that offer pay-by-plate (using Flowbird systems)¹¹. City staff notes that roughly two-thirds of parking payments occur through the Parking Kitty app and one-third through the pay stations (Flowbird) and coin meters.
- Roughly 120 coin-operated meters remain on the downtown edges. The coin-operated spaces can also be purchased using Parking Kitty. The City is gradually replacing the coin meters with digital pay stations (Flowbird).

Preliminary Conclusion

- The use of a single smartphone app and physical pay stations at the curb and in the Park 'n Go garage should serve the City well into the future. They can host different pricing models, enabling the City to respond to changing market prices and customer-accepted technology.

⁸ See footnote 2

⁹ There are no definitive patterns of congested use other than at the Waterfront and during the event surges in the Southeast area of Downtown. For example, there are individual scattered lots with heavy use but no patterns of heavy use overall. The central business district has moderately high use during the weekday, as shown by Thursday counts, but still has available spaces. Even the Farmers' Market surge was localized and not throughout Downtown.

¹⁰ The off-street parking occupancy table does not include Municipal Lot #3, which is owned and operated by the City of Vancouver and made available for Farmers Market users on Saturdays and Sundays. On Saturday, April 20, 2024, it was highly occupied. More details about Lot #3 are provided in the full Existing Conditions Report.

¹¹ The City contracts for both Passport and Flowbird systems to provide customer choice and convenience and internal operating efficiency.

City-Offered On-street and Lot Parking Permits

The City sells monthly public parking permits in designated off-street lots or on-street locations. These permits offer an “all-you-can-park” option for a flat, monthly rate within the location and time restrictions of each permit. The City sells over 1,000 permits in a typical year.

The “all-you-can-park” feature of this permit directly conflicts with City policy to encourage non-driving and discourage driving and parking. Currently, a permit provides unlimited parking for the month. The more the permit is used, the lower the per-hour cost of parking. If the permit holder parks most business days of the month, the current permits are less expensive than buying daily-rate parking, so they have no incentive to switch some trips to transit, bicycle, or other non-car modes.

Preliminary Conclusion

- A discounted permit does not conform with City policy. The City should replace the current permit with one that incentivizes transit or bicycle use on a per-trip basis.
- The City could consider parking permits for low-wage employees working downtown.

Curb Management

Broadly defined, curb management is the practice of overseeing a wide range of street and curb use apart from the traditional and default use of curbside parking.

Vancouver’s curbs are primarily used for parking; however, some downtown curbs are currently used for bike lanes, bike parking, bus stops, outdoor dining parklets, streetscape features, and other uses. These newer curb uses directly support City policy goals and benefit the evolving focus on downtown as a place for people. They could be expanded to selected curb locations.

Preliminary Conclusion

- Several factors suggest that the City is in a strong position to consider formalizing and expanding existing curb uses:
 - Expanding curb uses helps implement policy goals for a livable, walkable downtown
 - Current public acceptance of a range of curb uses such as parklets.
 - Public support for increasing bicycle lanes
 - Bicycle parking downtown (addressed in the next section of this Report)
 - Need for spaces for people with disabilities
 - Selected spaces are available to be repurposed because parking is over-supplied.

This concludes the first section of the Existing Conditions Report with its focus on parking. The data revealed significant parking oversupply that can be repurposed from lots, structures and curbs to help achieve the policy goals for a livable downtown focused on people.

The following section presents a forward-looking assessment of car-free access and mobility networks and C-TRAN service to and within downtown. In many cases, these networks are incomplete today. This section focuses on completing networks to truly enable safe travel without cars.

Access and Mobility Networks and C-TRAN Service

Summary of Existing Plans and Projects

Many past and ongoing planning efforts address access in and around the downtown for several modes. These plans are named in attached Appendix C. Common themes among the plans include policies to support:

- Increasing the proportion of people walking and bicycling
- Building infrastructure for complete trips to help people who are walking, biking, and rolling more easily navigate barriers to and within downtown Vancouver including:
 - The Columbia River
 - Burlington Northern & Santa Fe (BNSF) railroad tracks
 - Interstate Highway 5 (I-5)
 - Large arterial roads, such as Mill Plain Boulevard and Fourth Plain Boulevard
 - The Interstate Bridge Replacement Project that is expected to increase multimodal access to the downtown

Today, 87.4% of trips to, from, or within downtown Vancouver are by private vehicle (drive alone or carpool), compared to 7.9% walking, 1.2% biking, and 1.7% transit, according to U.S. Census data. City climate and transportation policies seek to increase the percentage of all trips that use transit, bicycle, or other transportation modes to reduce car trips. The infrastructure needed to persuade people that walking and bicycling are safe and convenient is summarized in the next sections under this Active Transportation and Transit Systems heading.

Pedestrian Network

Most of downtown has wide sidewalks, with the widest sidewalks concentrated near the Main Street corridor from Fifth Street to Fourth Plain Boulevard. Parts of downtown to the west tend to have narrower sidewalks and gaps in sidewalk continuity. The most significant sidewalk gap is on the north side of Mill Plain Boulevard between downtown and Liberty Park at 30249 Thompson Avenue, which is just beyond the railroad tracks that mark the western border of downtown.

The City has completed updates to many downtown curb ramps in recent years and recognizes this as an essential component of overall accessibility. One representative of Vancouver's disabled community commented that smoothing the path for wheelchairs smooths the path for parents with strollers, kids on small bikes, roller-skaters, and pedestrians who want to walk at night in the rain.

Preliminary Conclusion

- Complete an accessible pedestrian network
 - That provides safe, predictable, highly navigable surfaces for all users and maximizes travel for people with disabilities, adults with strollers and children, and others.
 - To achieve City policy goals of a walkable downtown where more trips are on foot.

Bicycle Network

The existing downtown bicycle network comprises several key east-west and north-south routes. They connect the downtown core to the Hough and Arnada residential areas to the north, the Waterfront to the south, the National Historic Reserve to the east, and the Amtrak Station to the west.

The strength of the existing network relies on separated bike lanes and multiuse paths that navigate significant access barriers to downtown (these barriers are listed above under Active Transportation and Transit Systems). While City transportation policies envision bikeways on many downtown streets, some planned segments have not been built.

A few major east-west arterials connect downtown to the rest of the city, such as Evergreen Boulevard, Mill Plain Boulevard, McLoughlin Boulevard, and Fourth Plain Boulevard. Implementing separated bike facilities on these corridors will be critical to increasing bike access to downtown.

Bike share programs can benefit people seeking quick ways to get around downtown without a vehicle and could be considered when there is market support for using the service and a framework for its operation on city streets. Studies show bike share can slightly reduce vehicle congestion.¹²

Preliminary Conclusion

- Complete the downtown bicycle network envisioned in City transportation policy:
 - Include separated bike lanes that increase safety and thereby encourage more segments of the population to bicycle on routes connecting downtown to areas adjacent and beyond.
 - Consider using downtown curb space to accommodate bicycle facilities, encouraging more casual and new riders as well as experienced bicyclers.
 - Support City policy goals of encouraging bicycle trips rather than car trips with a completed bicycle network.

Bicycle Parking

The project team's field observations show that publicly accessible short-term bike racks vary widely in type, and publicly accessible, secure long-term bike parking options are limited to BikeLink lockers.¹³ Most of the existing newer racks are usable rings, traditional inverted U's, or "staple" racks. Many of the older racks do not provide easy locking geometries or adequate spacing from other street elements and should be considered deficient. Except along Main Street and the Waterfront, bike racks are not consistently available or conveniently located downtown. Facilities that connect bike trips to other travel modes, including major bus stops, Vine (Bus Rapid Transit lines) stations, the Amtrak station, and other public parking facilities, lack short- and long-term bike parking.

¹² The U.S. Department of Transportation estimates the bikeshare system in Washington, D.C. reduced traffic congestion by three to four percent. <https://www.itskrs.its.dot.gov/2020-b01452>

¹³ BikeLink, a private company, offers a few bike lockers Downtown now and a nationwide network with over 300 locations.

Preliminary Conclusions

- Replace bike racks that are hard to use and add racks and lockers in high-visitation areas of downtown to expand the functional usability of the bicycle network. Incorporate this where appropriate and consider for bike facilities that use downtown curb space.
- Standardize bicycle parking equipment.

C-TRAN Service and Transit Frequency Analysis

At all times of day, the corridors with the highest C-TRAN service frequency are along the Vine (Bus Rapid Transit, or BRT) routes. These routes connect downtown to east Vancouver via East Plain and Mill Plain Boulevards. In downtown, these routes stop on Broadway and Washington Streets in the eastern half of downtown. A large portion of downtown is within a quarter mile walk of one of these stops. In 2027, C-TRAN expects to open a third BRT line connecting downtown with the Highway 99 corridor.

Both Vine routes run every 15 minutes or less during core hours of the day (approximately 7 a.m. to 8 p.m. on weekdays and 9 a.m. to 8 p.m. on weekends). According to the industry standard, headways under 15 minutes are ideal for people to use a transit service without needing to refer to a schedule for every trip. Frequent schedules allow people at a bus stop to expect a short wait time on average.

Preliminary Conclusion

- Encourage and measure bus ridership with a focus on the:
 - Two relatively new and one planned Vine Rapid Bus Transit routes that offer 15-minute or better frequency for commuters.
 - Use of other downtown bus lines that can minimize car trips, especially for residents.

Active Trip Potential

Alta Planning + Design, a consultant partner for the Parking Plan, completed the Active Trip Potential (ATP) analysis in 2024 for the “Our Vancouver” Comprehensive Plan Update. The results show that downtown Vancouver has a high share of vehicle trips under five miles. There is a moderately high potential for increasing the number of trips made by walking, bicycling, and transit. The five-mile distance is manageable on bicycle and even on foot for some people. This potential can be realized if the pedestrian and bicycle networks exist as discussed above, with:

- Continuous, safe, quality routes
- Easy navigation, especially across barriers like major arterials
- Safe, easy-to-use facilities at the beginning and end of trips, such as connections to transit and bike storage
- Discourage driving with higher parking costs and less abundant parking

The highest number of potential active trips is in the eastern part of downtown. However, the northwestern part of downtown has the highest share of potential active trips since 46% to 60% of vehicle trips have a length of five miles or less coming into and leaving downtown.

Downtown Vancouver generally has a lower ATP than the inner-ring suburban neighborhoods but a higher ATP than the outlying areas. This is likely because downtown has many destinations that don't require long vehicle trips with the need to move the car to a new parking space, and people are currently walking and biking for short trips downtown.

However, converting active trip potential to real trips without car use is considered highly correlated to improving and completing infrastructure that increases safety, such as the pedestrian and bicycle networks and bike racks addressed in the preceding paragraphs.

One example of non-car travel is the local circulator, Ryd, which served downtown Vancouver pre-pandemic. During the public participation process for this Plan, downtown stakeholders called out the former Ryd service and believed it helped encourage people to drive less between nearby downtown destinations.

Preliminary Conclusions

- Address the opportunity to increase the percentage of non-car trips to and around downtown among existing downtown stakeholders in combination with completing the pedestrian and bicycle networks and including bicycle racks and lockers.
- Focus on the eastern and northwestern neighborhoods of downtown to convert existing car trips to non-car trips.
- Support denser housing and businesses along the Bus Rapid Transit lines.¹⁴
- Focus on populations along the Vine Bus Rapid Transit lines.
- Explore and possibly reintroduce a downtown circulator shuttle as a mobility option.

This concludes the Existing Conditions Report section entitled Access and Mobility Networks and C-TRAN Services. It shows a critical need to (1) complete walking and bicycling networks; and (2) dramatically increase people's use of these networks and the existing and expanding C-TRAN service.

¹⁴ The City and its community and development partners aim to create The Heights, a mixed-use neighborhood east of Downtown along Mill Plain Boulevard. It will anchor a walkable, transit-oriented community where people don't need a car to get around, are connected to Downtown with a Vine Bus Rapid Transit line and will have more transportation choices that don't require car ownership when The Heights development is completed.

The following section of the Existing Conditions Report summarizes findings of Public Participation completed between March and July 2024. This data provides an initial understanding of attitudes and choices about transportation today. It is the benchmark data from which change can be measured as the Access, Mobility, and Parking Plan is implemented in the years ahead.

Public Participation

Transportation-related choices in Vancouver and most American cities are car-centric. To help define the gap between car-centric attitudes today and the car-free choices Vancouver policy seeks, the public participation process documented attitudes and behaviors among three target groups by:

- Reaching over 2500 people with an online survey to gauge attitudes of the public
- Listening to over fifty people across different stakeholder groups who work, live or frequently visit downtown:
 - People with disabilities
 - People in the hospitality industry, assembled by Visit Vancouver
 - Participants in the ongoing downtown Stakeholder Forum, jointly hosted by the downtown Vancouver Downtown Association and the City
- Discussing existing conditions with appointed City bodies:
 - Parking Advisory Committee (PAC)
 - Transportation and Mobility Commission (TMC)
 - City Center Redevelopment Authority (CCRA)

The record of these comments is presented in Appendix D: Public Participation Report and is summarized here.

There was a clear and expected difference between responses from the public and responses from stakeholders and members of appointed City bodies. The broad public, whose opinions were captured in a survey that skewed heavily toward stakeholders who neither live nor work downtown,¹⁵ generally supported traditional driving and parking choices, while the small stakeholder groups and members of City committees and boards were more aligned with City goals, such as walking, outdoor dining, reducing car trips to decrease harmful climate impacts, and anticipating a dense urban downtown. The next paragraphs illustrate this difference.

Public survey responses showed the greatest support for downtown policy initiatives in the following numbers: curbside dining was desirable to 45.2% of respondents, and street safety features that could replace curbside parking were desirable to 38.7%.

General community support for active transportation choices that did not include a personal vehicle was recorded during the Transportation System Plan (TSP) outreach in the early 2020s. Respondents valued these choices because they were “safe,” “earth-friendly,” and especially useful if they offered “reliable travel times.”

Participants in small group discussions and in City committee and board meetings spoke with much greater awareness of existing conditions and city policy regarding climate, transportation, and downtown development. Participants were generally aligned with City policy, helpful in pointing out challenges, and in some cases,

¹⁵ In addition to the significant overcount of responses from respondents who do not live or work in downtown, homeowners were also overrepresented in the survey, with 75% of responses from homeowners and only 21% of responses from renters. Currently, more than 50% of Vancouver households live in rental units.

advocating for city policy and many of the potential conclusions listed in this Existing Conditions Report. Comments from this group included:

- The parking oversupply is a clear indication that the construction of new public parking is not justified.
- The practice of “parking once” on the outskirts of downtown and walking to one or more destinations is proven and successful in many cities and creates a desirable, less vehicle-reliant environment.
- The City’s understanding of parking across all of downtown could be helpful to property owners who want to better use their partly empty lots and garages.

Preliminary Conclusions

- A core group of the public that is informed about downtown and City policy direction is generally aligned with this direction and prepared to support and advocate for same. These individuals are, in many cases, already volunteers on behalf of the City or partner organizations Visit Vancouver and Vancouver Downtown Association. They and their organizations are invaluable in partnering and networking throughout the community.
- The public at large is unfamiliar with City policy on climate, transportation, and downtown and might be more receptive to non-car choices if fully informed of options and accessibility.
- A broad effort to reach people and encourage car-free choices is critical. It could include:
 - Messaging
 - Incentivizing
 - Increasing cost of driving and parking

Summary

This Existing Conditions Report is the first deliverable of the Access, Mobility and Parking Plan, due to be completed in the Fall of 2024. The Report includes findings that benchmark the starting point of this work and preliminary conclusions that foreshadow anticipated recommendations in the final Plan. The work is intended to advance City policy on climate, transportation and the evolution of downtown and addresses the anticipated major growth in population, housing and jobs.

The Existing Conditions Report clearly indicates:

- The oversupplied public and private parking is a significant asset that can be repurposed to more efficient or more appropriate use in a developing urban context.
- Opportunities to improve efficiency and customer experience accessing and parking in downtown are achievable with the existing parking assets and technology already in use and accepted by the public
- Significant portions of mobility networks are already in place and needed gaps are defined.
- C-TRAN service, especially the Vine BRT routes, are poised for increased ridership.
- Three major needs must be addressed:
 - Complete transportation infrastructure systems
 - Encourage and motivate choices for car-free travel
 - Repurpose sites off-street and at the curb that are currently over-supply parking
- Engaging City departments, partner organizations, stakeholders, and the public is critical to transforming downtown into a place for people, propelling downtown Vancouver’s evolution, and achieving the policy goal of creating a livable, walkable, and high-functioning urban center.

Attachments:

Appendix A: Parking Supply and Occupancy
Appendix B: Existing City Parking Programs
Appendix C: Existing Access and Mobility Systems
Appendix D: Public Participation Report
Appendix D: Existing Conditions Photos

Appendix A: Parking Supply and Occupancy

Public Parking Inventory

The downtown public parking inventory is summarized in Table 3 below. Figure 2 is a map of the geographic subareas, including the entire Parking Management Area and several areas north of Mill Plain Boulevard, labeled “Outside,” that are enforced by Parking Services but do not require payment for hourly use.

Table 3 City-operated public parking inventory - inside and outside the Parking Management Area

	VCCV Subdistrict	Parking Space Quantity		
		Street	Municipal Lots	Total
Within PMA	Uptown Village	379		379
	Government	949		949
	Central Downtown	1,696	181	1,877
	Downtown Event	328	520	848
	Columbia West Renaissance	344		344
	PMA Total	3,696	701	4,397
	Outside PMA	3,131		3,131
	Total	6,827	701	7,528

Of the 4,397 parking spaces in the Parking Management Area (PMA):

- 3,258 spaces are enforced for payment from 8 a.m. to 6 p.m., Monday-Saturday; all spaces are subject to enforcement for parking codes as needed up to 24 hours/day; the majority of the 800 spaces in garage lot 18 are subject to enforcement all hours all days; and 1,028 spaces in residential areas that require no payment are enforced as needed.
- 2,091 spaces use hourly payment, and 2,306 are available for permit holders with no hourly rate.
- 24 are designated for persons with ADA placards.
- 369 spaces in Municipal Lot 3 are included in the Downtown Event counts but will be closed in late 2024.

On-Street Public Parking Occupancy

The City’s Parking Services Department began tabulating on-street parking occupancy in central parts of downtown in Fall 2023 as part of a long-term effort to monitor usage. The project team analyzed these data from August 2023 through early March 2024. The exact dates of the counts are listed below each table. Counts occurred during the payment-required period on Wednesdays and during peak hours on Saturdays and Sundays, which otherwise do not require payment. The City has been conducting parking occupancy counts on only a subset of the full supply. Thus, the space counts in Tables 2 and 3 do not reflect the entire PMA/VCCV on-street parking supply. The subareas shown on the map (Figure 2) also show parking enforcement routes created by Parking Services.

Table 4 On-street public daytime parking occupancy by subarea, August-December 2023

Location	Average Occupancy			Space Count
	Wednesday	Saturdays	Sundays	
Northeast	55%	48%	44%	551
Southeast	84%	69%	62%	363
Waterfront – SW	60%	60%	56%	206
Southwest – Event	63%	51%	44%	427
Northwest	38%	28%	25%	416
Uptown	34%	34%	25%	616
Whole System	55%	48%	43%	2,579

*Preliminary analysis. Data collected by the City of Vancouver. Data collection is not exhaustive of all downtown public on-street parking.

2023 collection dates include:

Wednesdays – 11/1, 11/8, 12/20, 12/27

Saturdays – 8/26, 9/2, 9/16, 9/23, 9/30, 10/7, 10/14, 10/21, 10/28, 11/4, 11/11, 11/18, 12/2, 12/9, 12/16, 12/23, 13/30

Sundays – 8/20, 8/27, 9/3, 9/10, 9/17, 9/24, 10/1, 10/8, 10/15, 10/22, 10/29, 11/5, 11/12, 11/19, 11/26, 12/3, 12/10, 12/17, 12/31

*Please note that not all locations were counted on each date.

Table 5 On-street public daytime parking occupancy by subarea, January-March 2024

Location	Average Occupancy			Space Count
	Wednesday	Saturdays	Sundays	
Northeast	55%	53%	40%	551
Southeast	75%	77%	62%	360
Waterfront – SW	90%	90%	88%	200
Southwest – Event	46%	58%	40%	427
Northwest	47%	24%	16%	416
Uptown	61%	64%	59%	616
Whole System	62%	61%	51%	2,570

*Preliminary analysis. Data collected by the City of Vancouver. Data collection is not exhaustive of all downtown public on-street parking.

2024 collection dates include:

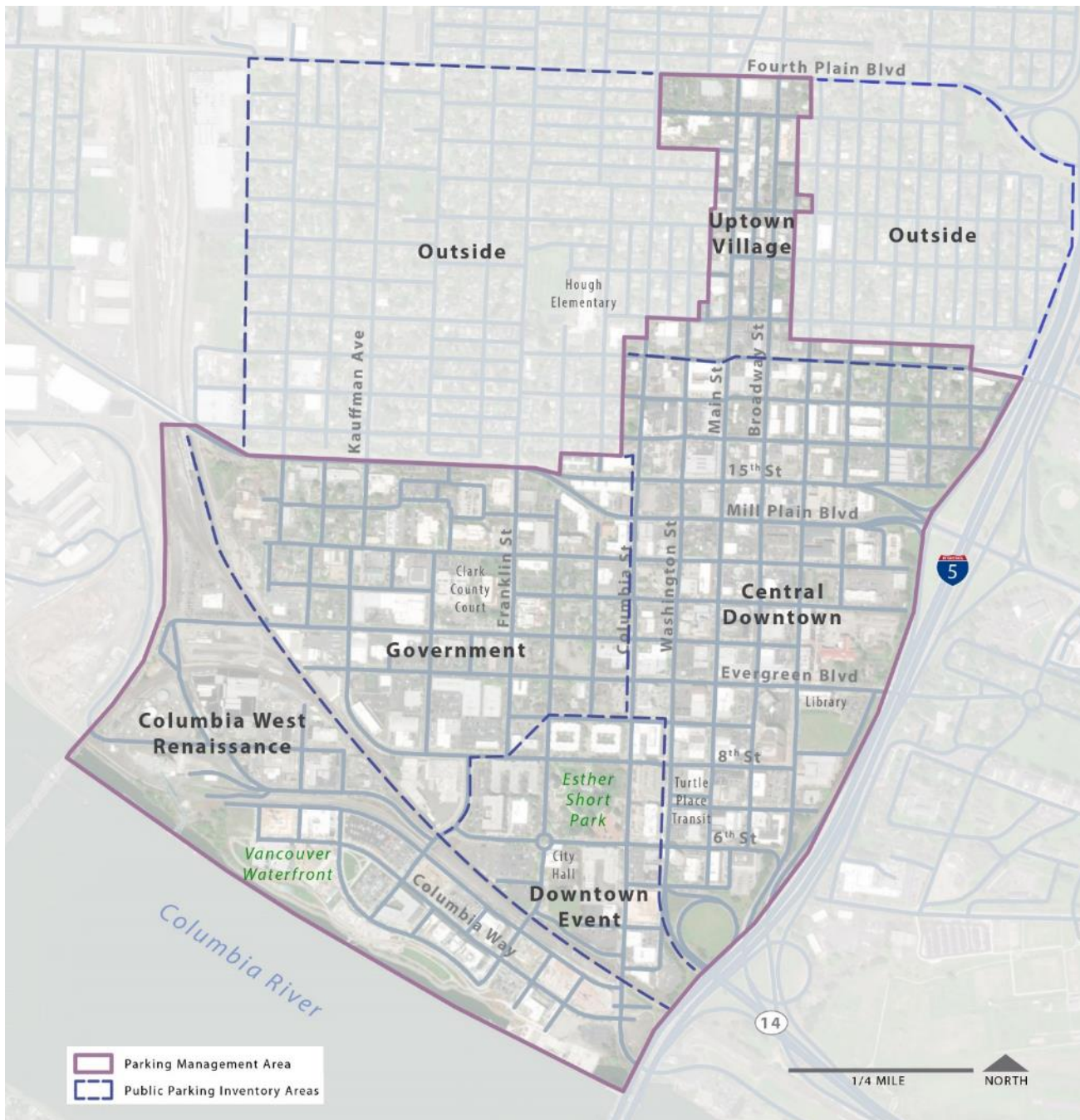
Wednesdays – 1/3, 1/31, 2/7, 2/14, 2/21

Saturdays – 1/6, 1/20, 1/27, 2/3, 2/10, 2/17, 2/24, 3/2

Sundays – 1/7, 1/21, 1/28, 2/4, 2/11, 2/25

*Please note that not all locations were counted on each date.

Figure 2 Map of the subdistricts used by the City of Vancouver for on-street parking occupancy counts



Overall, parking occupancy was moderate. Wednesdays were the fullest count day, with Saturday being lower and Sunday the lowest use day. Occupancies rarely exceeded 85%, which is the industry occupancy standard¹⁶ used to determine if on-street parking becomes difficult for a user to find a space.

There are significant occupancy differences across subregions. Southeast, which includes Downtown between approximately Mill Plain, Daniels, 4th and C streets, experienced occupancy between 75-85% on Wednesdays and

¹⁶ (Shoup, Donald. *The High Cost of Free Parking*. New York, NY: American Planning Institute, 2011, p. 263).

60-70% on weekends. The Waterfront—Southwest subareas regularly exceeded 85%, which aligns with anecdotal evidence that this is the busiest parking area in Downtown.

Note that the on-street occupancy data covers from August 2023 to March 2024. The Farmers Market operates on Sundays only from April to October. Thus, most Sundays counted in on-street occupancy are not Farmer's Market days. Sunday occupancy in the summer when the Farmers Market operates (and Downtown event and leisure activity is generally higher overall) could be higher than the 43% measured from August to December 2023 and the 51% from January to March 2024.

The public parking supply included spaces reserved for people with disabilities who display a special parking permit. There are several on-street parking spaces for people with disabilities, such as at the Vancouver Community Library on E Evergreen Blvd and C Street, and most City-run off-street lots contain reserved parking spaces for people with disabilities. While on-street spaces (both non-reserved and reserved for people with disabilities) are available for four hours free per day for people displaying the special placard, off-street regulations require the user to pay for parking if payment is required of all parking users.

Event and “Surge” Parking Demand

The Farmers Market operates April-October on Saturdays from 9 a.m. – 3 p.m. and Sundays from 10 a.m. – 3 p.m. From November to March, the Market operates Saturdays from 10 a.m. – 2 p.m. The Farmers Market organization estimates it draws over 12,000 visitors on summer weekends. Saturday occupancy in the Southwest, Southeast-Event and Waterfront subareas is higher than Wednesday and Sunday, suggesting that the Farmers Market (among other events) creates more Saturday parking demand in these locations.

Table 6 lists several Downtown events during Fall 2024 and Winter 2024. The occupancy rates on these days vary and are higher in some subareas and lower in others than the documented average. This confirms minor, geographically concentrated spikes in parking demand, but we wouldn’t draw significant conclusions about event and surge parking use based on only three events.

Table 6 On-street daytime parking occupancy on selected Downtown event days

Subarea	10/21/23, Saturday Day of the Dead	12/9/23, Saturday Ugly Sweater Pub Crawl	1/6/24, Saturday Monsters Dance	Space Count
Northeast	36%	46%	28%	551
Southeast	32%	76%	79%	360
Waterfront – SW	57%	58%	90%	200
Southwest – Event	37%	34%	55%	427
Northwest	33%	34%	23%	416
Uptown	36%	54%	40%	616

Off-Street Parking Occupancy

Walker Consultants staff counted parking occupancy on most private off-street parking areas in the study area on Thursday, April 18, and Saturday, April 20, 2024. The counts covered private parking and did not include City-run municipal off-street parking areas. These counts occurred between 11 a.m. and 5 p.m. Most locations were counted twice or more each day. The team also did a smaller follow-up count of several off-street lots on Friday,

May 3, 2024, the results from which are presented in the Figure 9 map. The team did not count locations, including several access-restricted garages, that were inaccessible without a keycard or other access device or code. Most un-counted locations were parking garages within new apartments or hotels at the Waterfront or office buildings in the city core.

The total number of spaces counted was 7,687, of which 254 are marked for parking for people with disabilities and 34 for electric vehicle charging only. The team estimates that anywhere between 600 and 1,000 additional spaces were in locations that could not be accessed or counted.

Because the lots were not counted simultaneously—that is, one lot was counted at, say, 11:42 a.m., a second lot was counted at 2:55 p.m., and so on—the counts are grouped into two-hour brackets: 11 a.m. to 1 p.m., 1 p.m. to 3 p.m. and 3 p.m. to 5 p.m. The counts are presented in six subareas, shown in Table 7. These subarea boundaries were established in the Vancouver City Center Vision Plan (VCCV).

Key findings include:

- A plurality of lots were below 50% in every count, and a majority were below 75% in every count.
- Occupancies were steady and moderate throughout Downtown on Thursday, April 18. Occupancy percentages averaged from the low 40s to the low 50s overall. Central Downtown had lower occupancy from 3 p.m. to 5 p.m., and Columbia West Renaissance and Westside Government had early afternoon peaks above 60%.
- Occupancies were significantly lower on Saturday, April 20. Throughout the day, the percent occupancy rate averaged in the high 20s. Columbia West Renaissance was the one outlier, with occupancy increasing to 37% from 1 p.m. to 3 p.m. and 53% from 3 p.m. to 5 p.m. as visitors began to fill the restaurants, parks and destinations at the Waterfront.
- On April 18 and 20, Uptown Village had the most consistent occupancy across the daily periods. This may reflect steady, high-turnover parking use from the area's mix of residential and commercial uses.
- Central Downtown clearly shows a midday high-point (though only to 50% occupancy) and then tapering in the later afternoon as commuter workers leave.
- The Waterfront area (within the Columbia Renaissance subdistrict) is the only area where 85% occupancy was regularly observed, especially getting busier in mid and late afternoon. April 18 and 20 were sunny, mild and dry weather, likely leading to considerable Waterfront and Downtown visitation.
- The Westside Government subarea and the western half of the Mill Plain Couplet subarea, which both service the Clark County government offices and other destinations, contained many lots that were above 50% or above 75% occupancy on Thursday, April 18 and Friday, May 3.
- Parking was busy due to Farmers Market visitors on Saturday late morning near Esther Short Park, including Municipal Lot #3.

Table 7 Off-street private daytime parking occupancy, April 18 and 20, 2024

Location	Parking Supply			Occupancy: Thursday, 4/18/24			Occupancy: Saturday, 4/20/24		
	All Spaces	ADA	EV	11 a.m.- 1 p.m.	1 p.m.- 3 p.m.	3 p.m.- 5 p.m.	11 a.m.- 1 p.m.	1 p.m.- 3 p.m.	3 p.m.- 5 p.m.
Central Downtown	1655	44	4	48%	49%	28%	25%	22%	19%
Columbia West Renaissance	1062	28	24	48%	63%	39%	28%	37%	53%
Esther Short	1087	53	0	59%	46%	43%	26%	25%	15%
Mill Plain Couplet	741	30	0	43%	44%	38%	21%	26%	24%
Uptown Village	1409	56	6	54%	51%	49%	33%	32%	30%
Westside Government	1733	43	0	52%	63%	50%	17%	30%	23%
Total	7687	254	34	51%	53%	41%	25%	29%	27%

The team also counted occupancy for Municipal Lot #3, which lies west of City Hall and is scheduled to be demolished in late 2024 as part of the Waterfront Gateway project. The City is interested in understanding the use of this lot, both by City employees during the week and Farmers Market vendors and attendees on weekends, to develop strategies to accommodate that parking demand, which is about to be displaced. Table 8 shows that Lot #3 is lightly used except for a morning and early afternoon Saturday peak during the Farmers Market.

Table 8 Municipal Lot #3 daytime occupancy, selected days of April 2024

Location	Parking Supply			Occupancy: Thursday, 4/18/24			Occupancy: Saturday, 4/20/24		
	All Spaces	ADA	EV	11 a.m.- 1 p.m.	1 p.m.- 3 p.m.	3 p.m.- 5 p.m.	11 a.m.- 1 p.m.	1 p.m.- 3 p.m.	3 p.m.- 5 p.m.
Municipal Lot #3	360	8	0	20%	18%	18%	96%	79%	16%

The following maps (Figures 3 through 9) display occupancy percentage ranges for the counted locations. The counts were aggregated into two-hour brackets, such as Thursday, 4/18/2024, from 11 a.m. – 1 p.m., 1 p.m. – 3 p.m. and so on. The parking occupancies are classified into four categories:

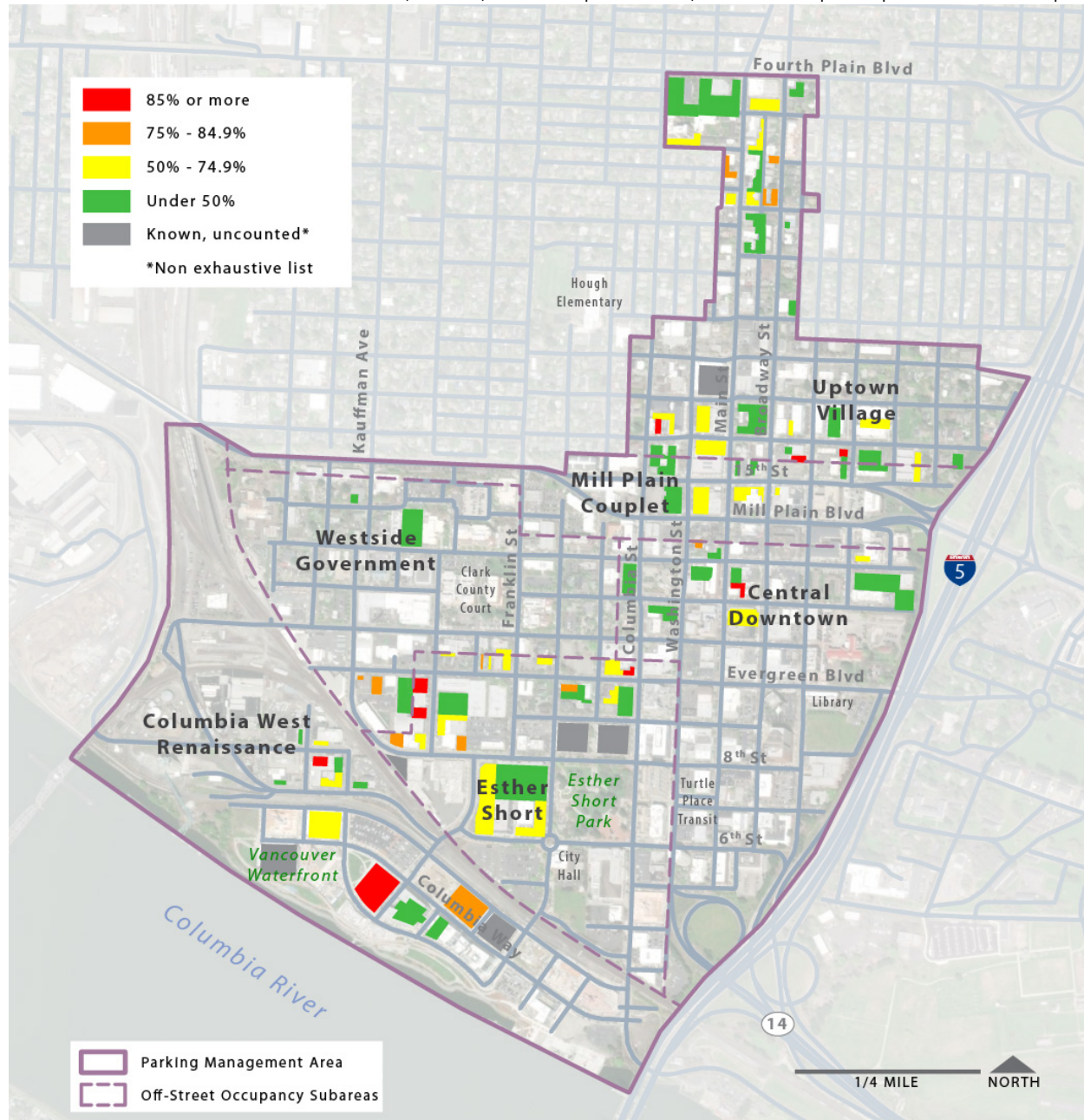
- Red: 85% or more – congested occupancy
- Orange: 75-84.9% - high occupancy
- Yellow: 50-74.9% - moderate occupancy
- Green: 0-50%– low occupancy

Only once occupancy reaches 85% or more is it functionally approaching full capacity, which means people must circulate and search for available spaces. Some parking lots can function well even when they exceed 85%

occupancy, including lots with assigned spaces or lots where the quantity of permit holders matches the number of spaces. In those cases, users are assured of finding a space. The 85% rule applies primarily to unassigned general-use parking. The following seven maps depict occupancy ranges for different lots during different periods of each counting day. Reviewed as a group, they show how much and how often parking is available at different times throughout Downtown.

Figure 3 Off-Street Parking Occupancy: Thursday, April 18, 2024, 11 a.m. - 1 p.m.¹⁷

89 lots were counted in this timeframe, with 1,660 Occupied and 1,462 Unoccupied Spaces: 53% Occupancy



¹⁷ Not every location was counted within each two-hour window, so some locations are blank on each map. This note applies to all the off-street occupancy maps.

Figure 4 Occupancy, Thursday, April 18, 2024, 1 p.m. - 3 p.m.

109 lots were counted in this period, with 1,828 occupied and 1,463 unoccupied spaces: 56% use

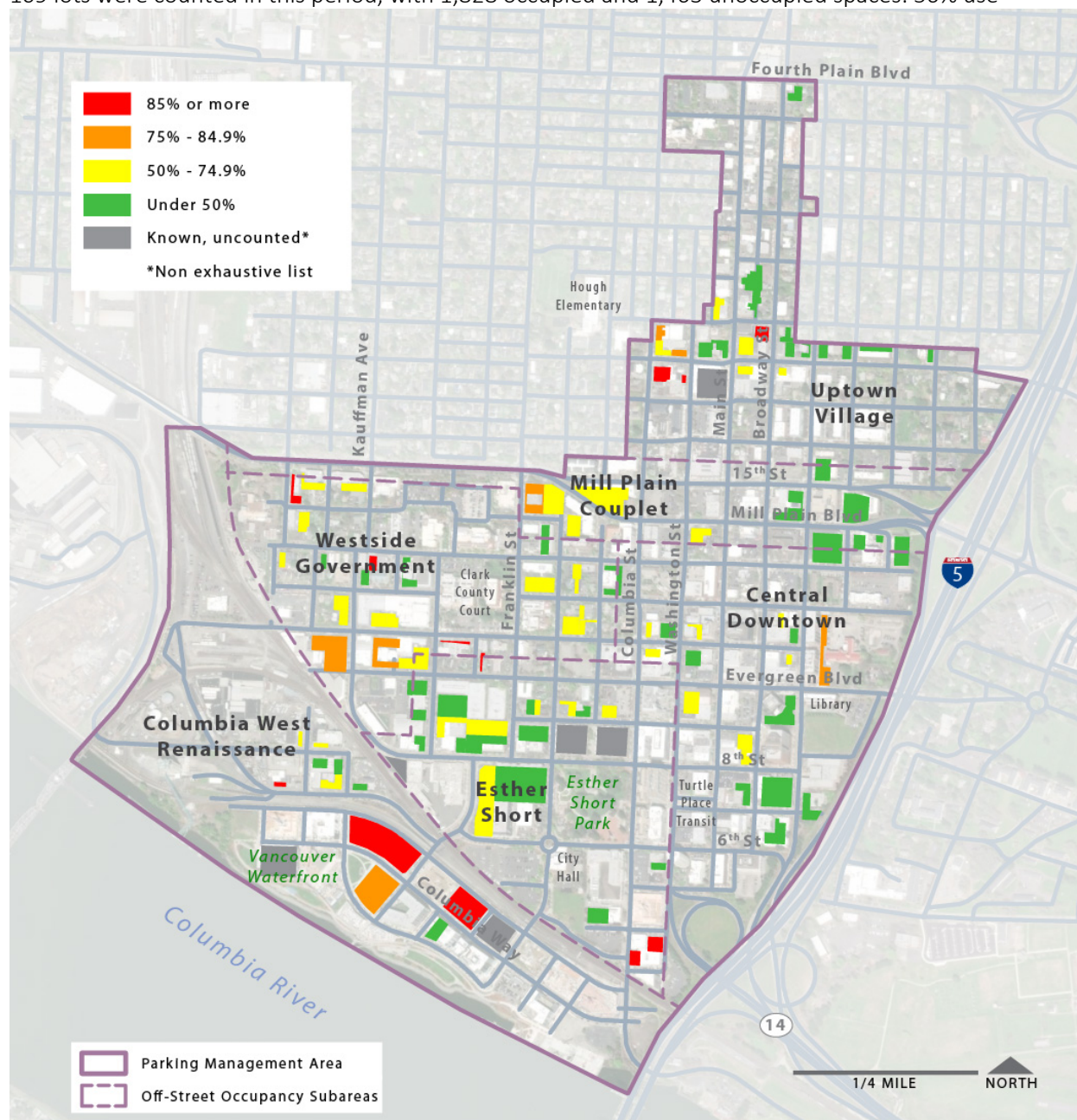


Figure 5 Occupancy, Thursday, April 18, 2024, 3 p.m. - 5 p.m.

145 lots were counted in this period, with 2,026 occupied and 2,947 unoccupied spaces: 41% use

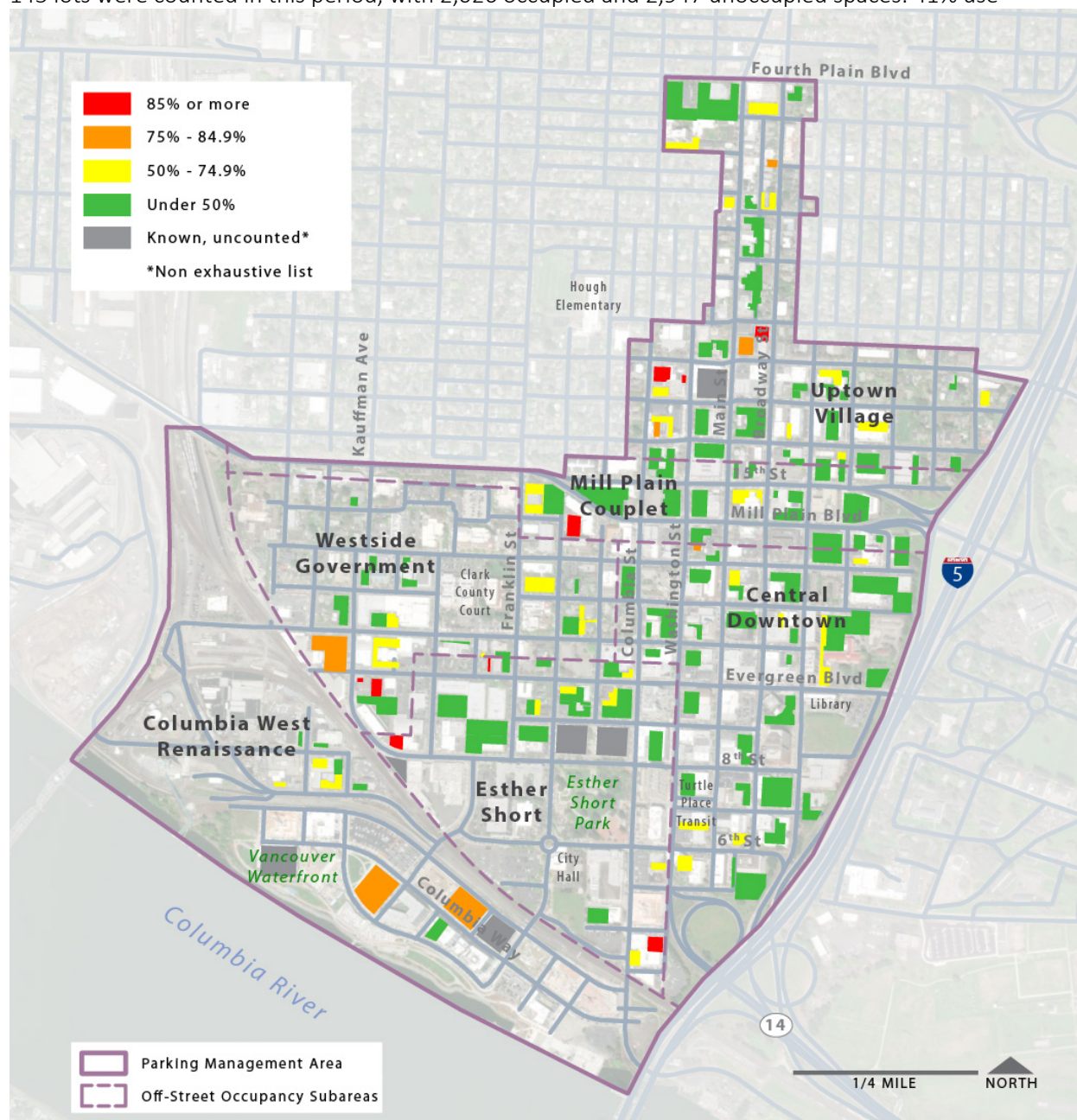


Figure 6 Occupancy, Saturday, April 20, 2024, 11 a.m. - 1 p.m.

160 lots were counted in this period, with 1,493 occupied and 3,535 unoccupied spaces: 30% use

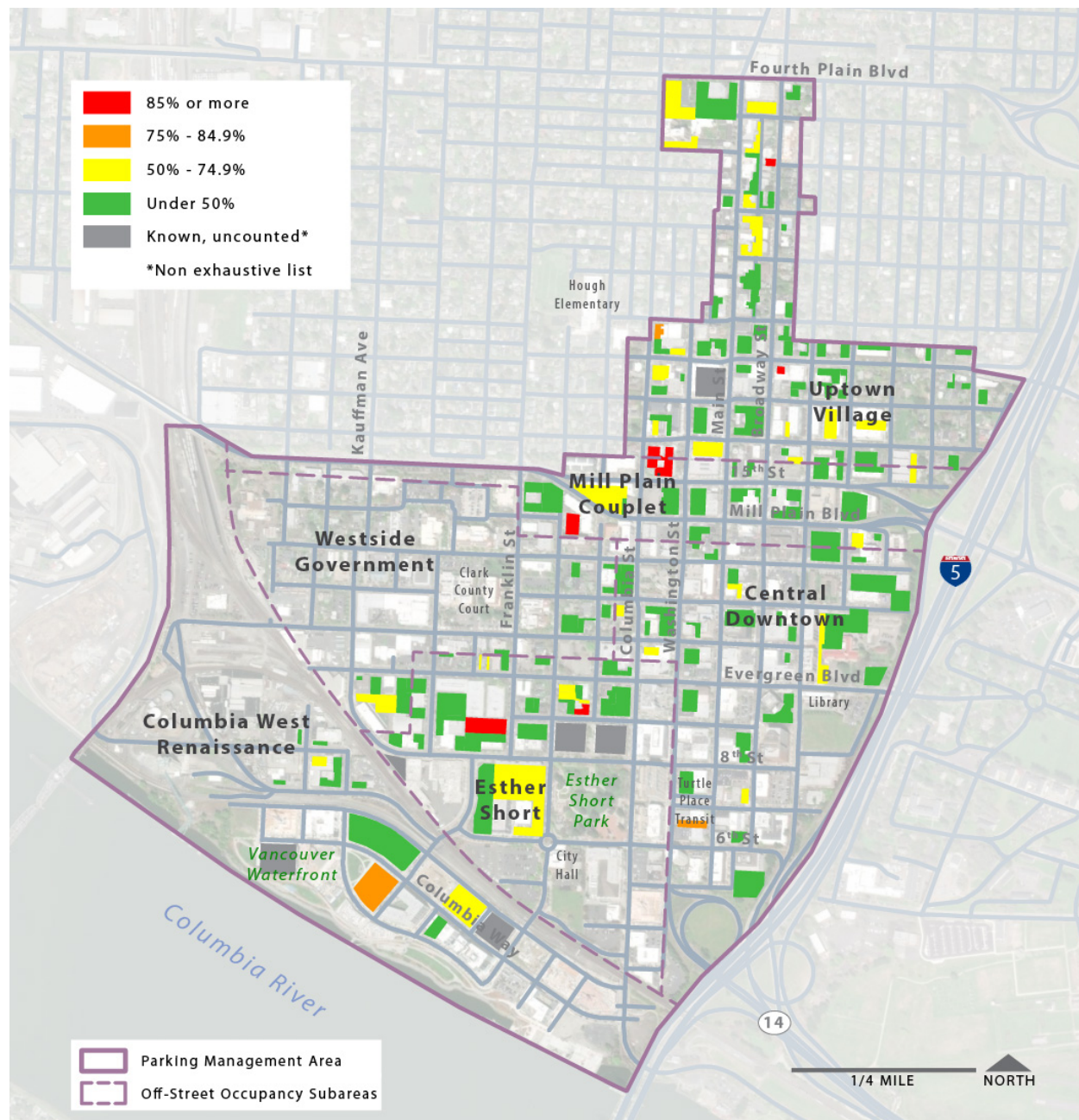


Figure 7 Occupancy: Saturday, April 20, 2024, 1 p.m. - 3 p.m.

148 lots were counted in this period, with 1,471 occupied and 2,547 unoccupied spaces: 37% use

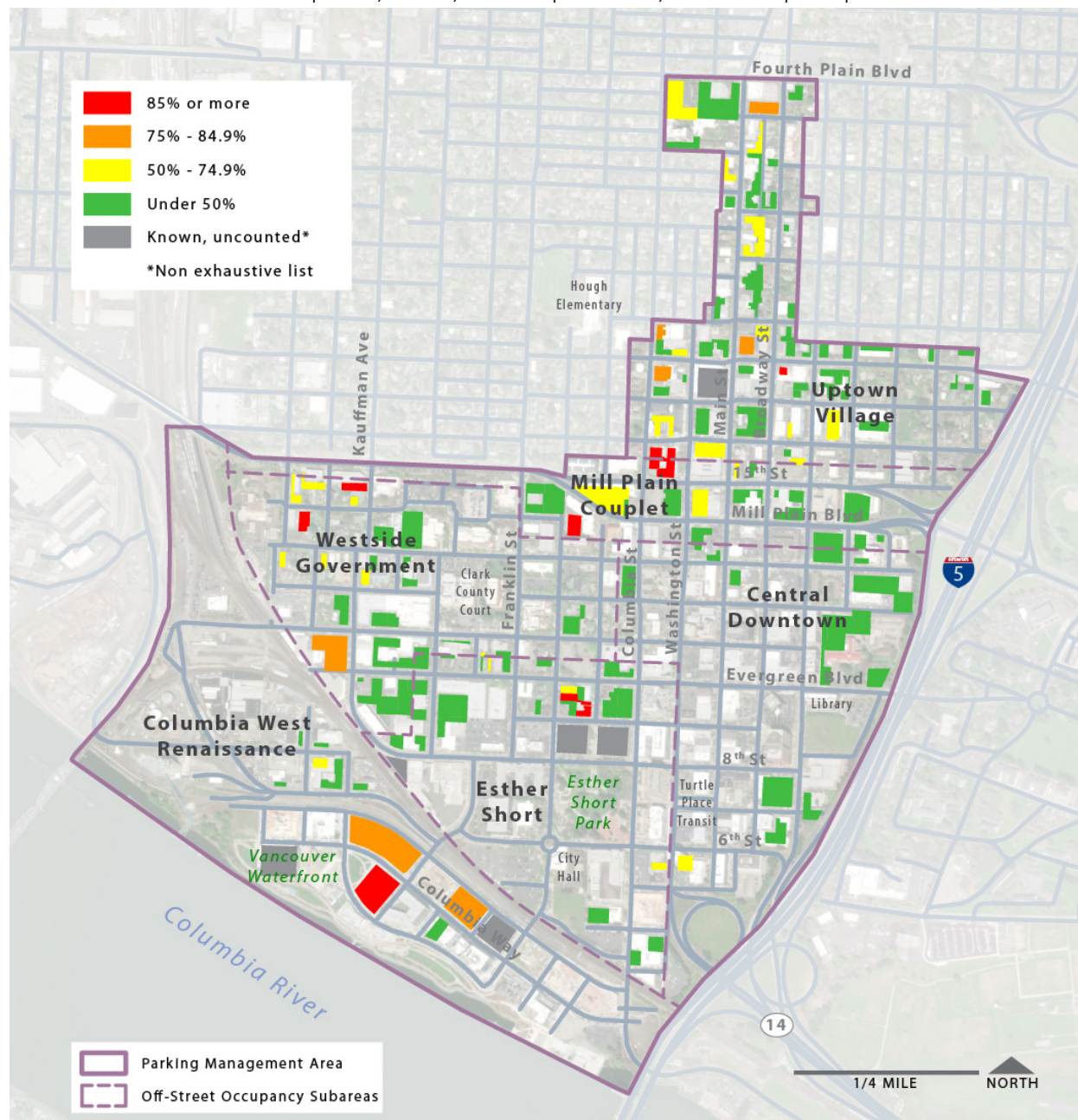


Figure 8 Occupancy: Saturday, April 20, 2024, 3 p.m. - 5 p.m.

159 lots were counted in this period, with 1,369 occupied and 3,604 unoccupied spaces: 28% use.

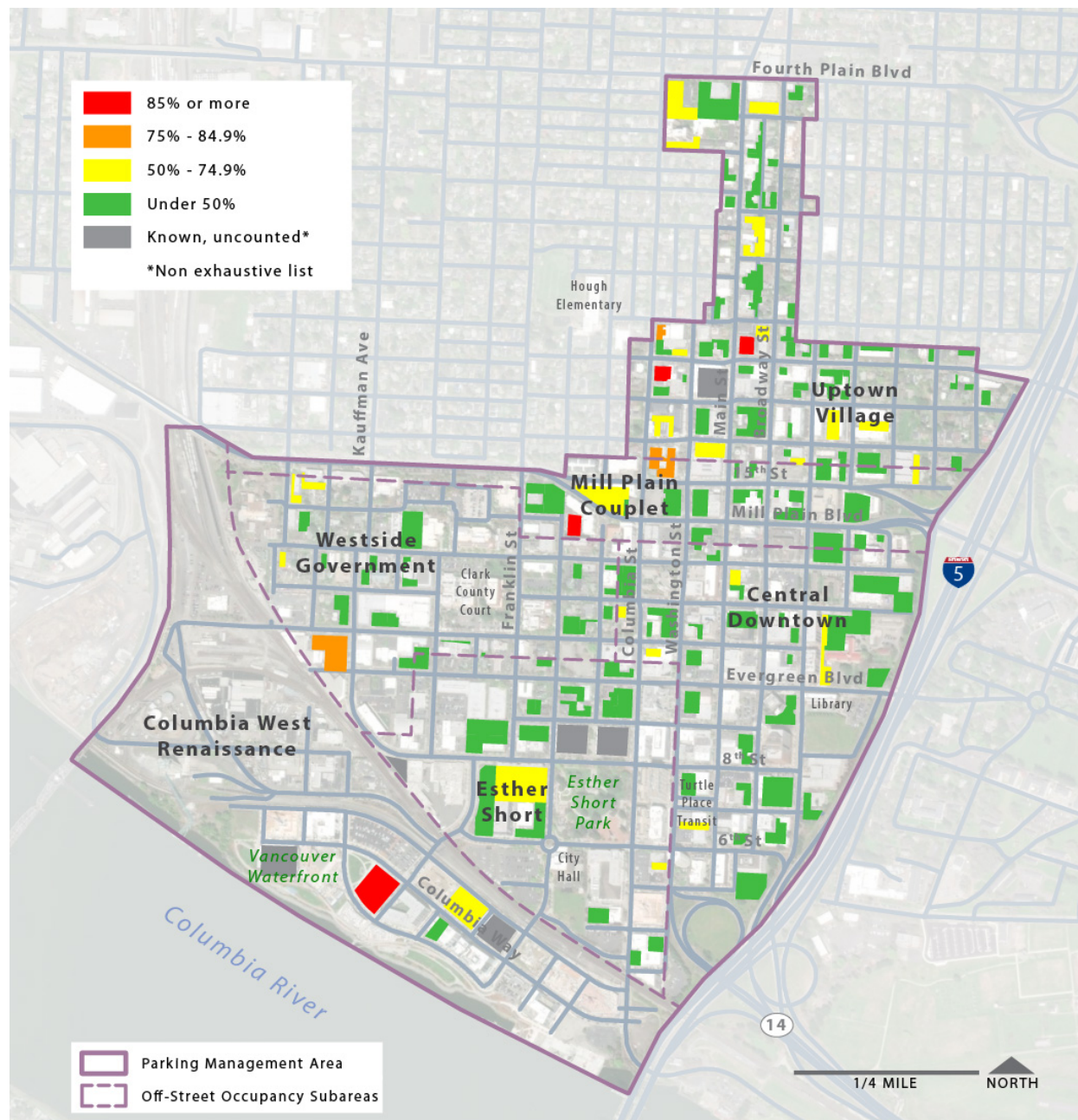
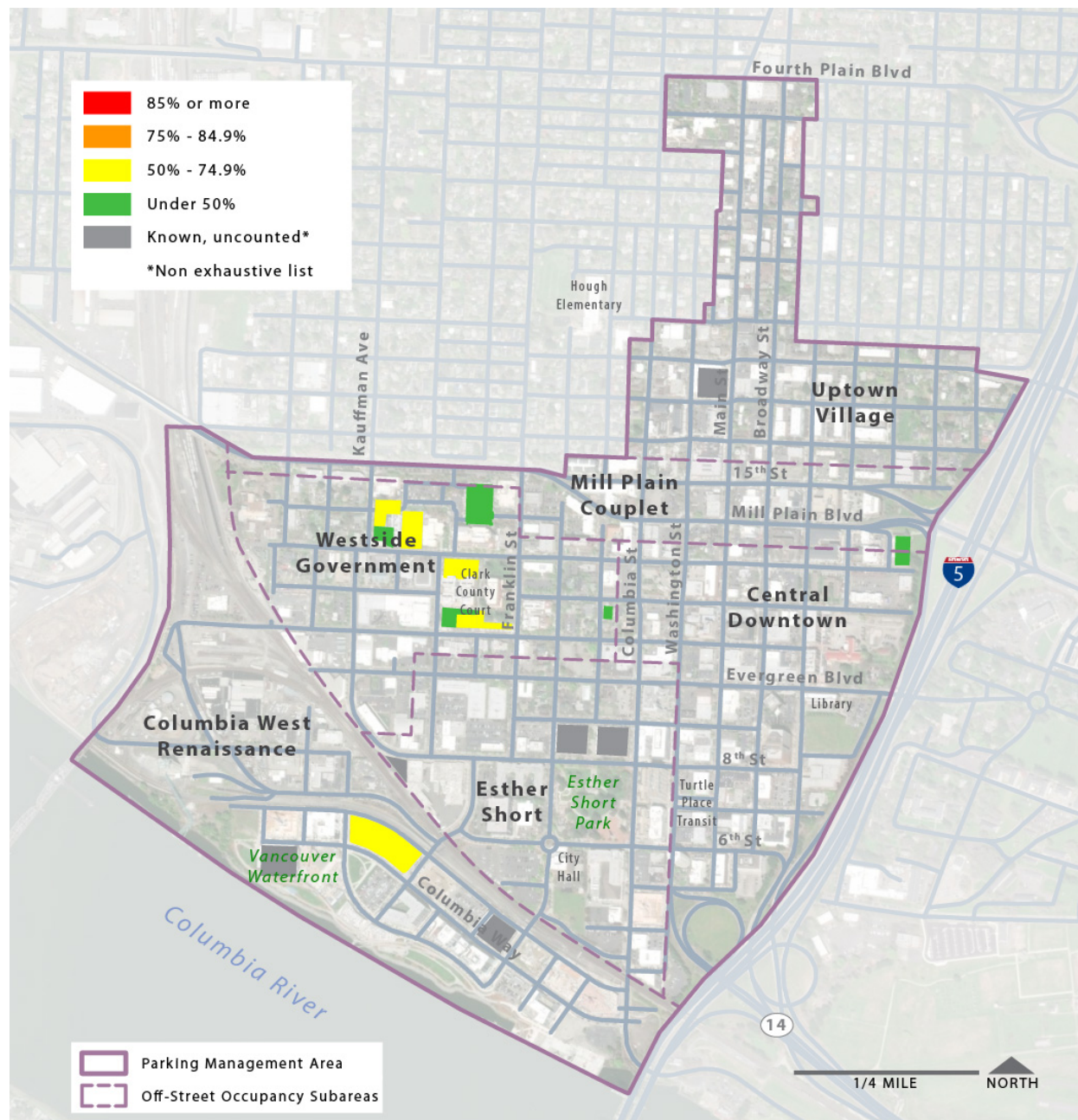


Figure 9 Occupancy: Friday, May 3, 2024, 1 p.m. - 3 p.m.

11 lots were counted in this period, with 491 occupied and 542 unoccupied spaces: 48% use



*This was an isolated spot-count of several lots around the Clark County offices and Waterfront.

This table summarizes counts for each survey timeframe, showing the occupancy for those private lots that were counted. Note: the lots counted vary by timeframe due to staffing limitations. The last entry on May 3, 2024, was a limited spot check of occupancy for several lots near the Clark County offices.

Table 9 Off-Street Daytime Occupancy by Time Bracket Periods

Timeframe	Quantity of Lots Counted	Occupied Spaces	Unoccupied Spaces	Occupancy Percentage
4/18/24, 11 a.m.-1 p.m.	89	1,660	1,462	53%
4/18/24, 1 p.m.-3 p.m.	109	1,828	1,463	56%
4/18/24, 3 p.m.-5 p.m.	145	2,026	2,947	41%
4/20/24, 11 a.m.-1 p.m.	160	1,493	3,535	30%
4/20/24, 1 a.m.-3 p.m.	148	1,471	2,547	37%
4/20/24, 3 a.m.-5 p.m.	159	1,369	3,604	28%
5/3/24, 1 p.m.-3 p.m.	11	491	542	48%

Appendix B: Existing City Parking Programs

City-Operated Public Parking Supply

The City of Vancouver operates publicly accessible parking, including on-street parking, off-street lots, a parking garage paid hourly or via permit, and parking permit options in the Parking Management Area and several adjacent neighborhoods. Parking is enforced Monday-Friday, 8 a.m. to 6 p.m. Parking is free on weekends, weekdays between 6 p.m. – 8 a.m., and on certain holidays: New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day. The City offers paid parking on-street and in several off-street lots and concentrates enforcement activity in these areas. They are all within the Parking Management Area.

Parking Payment

Different on-street parking locations offer various payment options.

- Multi-space pay stations are available for most payment-required on-street blocks in the Parking Management Area. Multi-space stations are also the primary payment option for hourly and daily ratepayers in the Park ‘N Go Vancouvercenter garage (Lot #18).
- Parking Kitty, Vancouver’s online payment app, supports payment at most payment-required on-street spaces Downtown. Users enter a zone number and license plate identification to purchase short-term parking.
- On-street parking meter zones are statutorily defined in City code section 19.09.010. The City may only charge for hourly parking or issue parking permits within these zones.
- The Park ‘n Go Garage accepts pay station payment only. Due to low cellular connectivity in the garage, Parking Kitty is not available.

Parking Rates

- ## Parking Permits

¹⁸ Parking Kitty is a parking payment app developed by Passport Parking for Portland, Oregon, and is now also used in Vancouver. Users select their parking geographic zone and enter their license plate number to register their vehicle for payment. Parking Kitty imposes a \$0.10 per transaction fee paid by the customer.

Table 10. Municipal off-street parking options and permit rates

	Description and Permitted Users	Current Parking Rates
Lot #1 Smith Tower Lot 5 th and Washington Streets	31 stalls + 2 ADA parking stalls Monthly permit parking only Permit hours: Monday-Friday, 6 a.m. – 6 p.m. except for nine dedicated spaces and ADA stall #8.	Regular monthly permit: \$95/month Senior discount permit, age 62 and older: \$85/month Senior Development Housing permit: \$65/month
Lot #2 Evergreen Lot Evergreen & Broadway streets	51 One and two-hour FREE parking stalls 11 Monthly permit stalls 1 ADA parking stall Monthly permit hours: Monday-Friday, 8 a.m. – 6 p.m.	Regular monthly permit: \$110/month General Access Senior Development Housing permit: \$65/month
Lot #11 Broadway 11th & Broadway streets	7 stalls + 1 ADA parking stall Monthly permit parking only Permit parking hours: Monday-Friday, 8 a.m. – 6 p.m.	Regular monthly permit: \$110/month General Access Senior Development Housing permit: \$65/month
Lot #18 Park ‘n Go™ Vancouvercenter Garage 6 th St. at the corner of Columbia St. Garage Hours Monday – Thursday: 5 a.m. – 10:00 p.m. Friday: 5 a.m. – Midnight Saturday: 6 a.m. – Midnight Sunday: 6 a.m. – 10:00 p.m.	450 stalls on level 1 and 2 shared between hourly pay station and permit holder 300 stalls on level 3 for permit holders only Permits are only available to residents and employees of Vancouvercenter.	Permit Rates: Regular monthly permit (Levels P1/P2): \$115/month Regular monthly permit (Level P3) \$130/month Senior discount permit (Levels P1/P2), age 62 and older: \$105/month Hourly Pay Station Rates: \$1.75 per hour All day (6 a.m. – closing: \$17.50 Multiple days: \$17.50/day (max. 5 days)

Source: City of Vancouver

Table 11 Catalog of annual permit parking prices 2020-2024

On Street	Jan 2020	Jan 2021	Jan 2022	Jan 2023	Jan 2024
Regular	\$65	\$70	\$75	\$80	\$85
Car Pool	\$45	\$50	\$55	\$60	\$65

Lot 1	Jan 2020	Jan 2021	Jan 2022	Jan 2023	Jan 2024
Regular	\$75	\$80	\$85	\$90	\$95
Senior Disc	\$65	\$70	\$75	\$80	\$85
Senior Disc Dev	\$45	\$50	\$55	\$60	\$65

Lot 2	Jan 2020	Jan 2021	Jan 2022	Jan 2023	Jan 2024
Reserved	\$90	\$95	\$100	\$105	\$110
Senior Dis Dev	\$45	\$50	\$55	\$60	\$65

Lot 11	Jan 2020	Jan 2021	Jan 2022	Jan 2023	Jan 2024
Reserved	\$90	\$95	\$100	\$105	\$110
Senior Dev	\$45	\$50	\$55	\$60	\$65

Lot 18 Garage	Jan 2020	Jan 2021	Jan 2022	Jan 2023	Jan 2024
P1/P2	\$95	\$100	\$105	\$110	\$115
P3	\$110	\$115	\$120	\$125	\$130
Senior Disc	\$85	\$90	\$95	\$100	\$105

Source: City of Vancouver

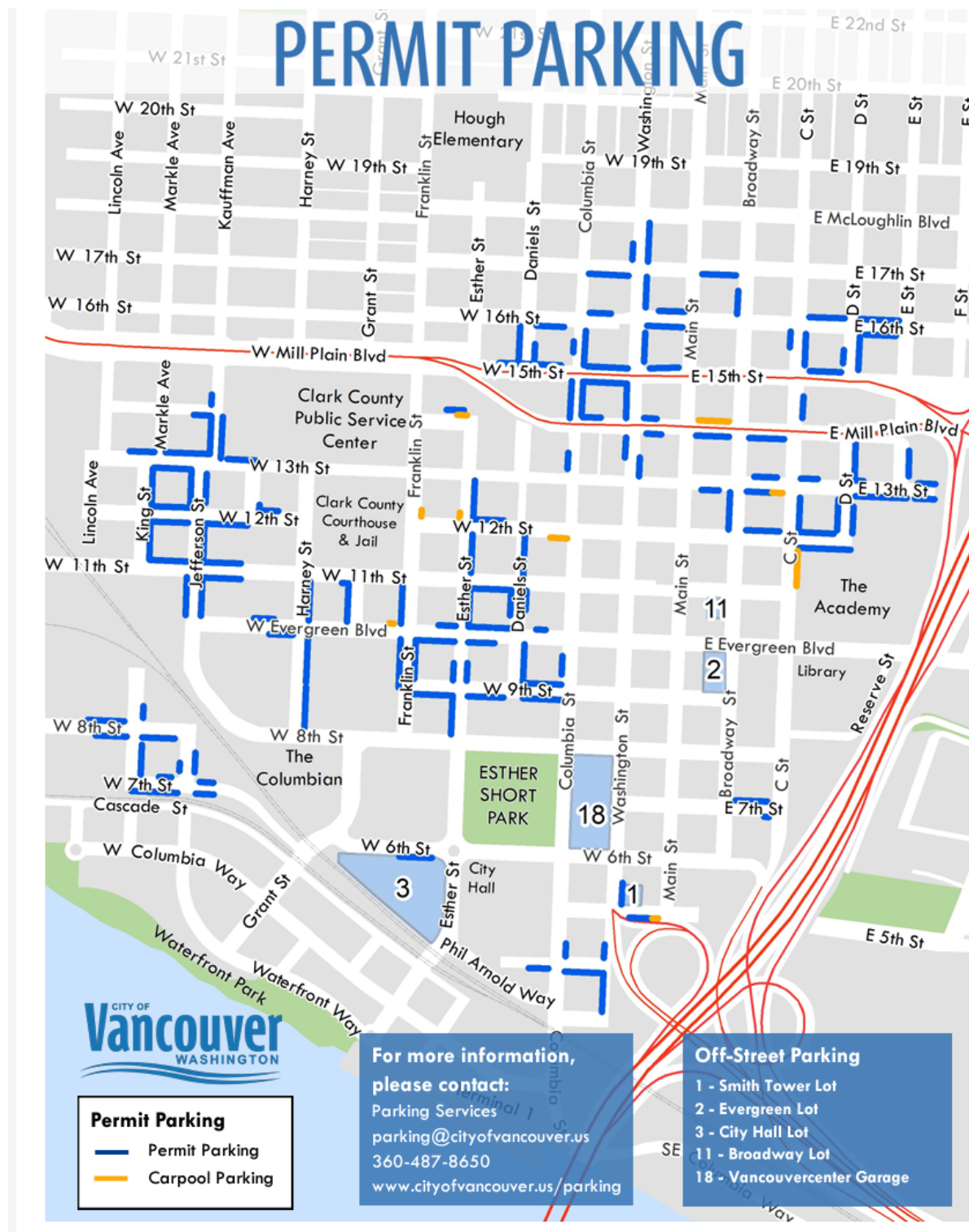
Table 12 Quantity of parking permits sold annually by type

Permit Type	2019	2020	2021	2022	2023	2024 (through April)
Carpool Street Parking	13	11	0	1	3	1
Harney Street Law Permit						40
Lot 01 - Smith Tower Surface Lot	46	43	35	45	42	33
Lot 02 - Evergreen Surface Lot	14	15	15	13	16	13
Lot 03 – 415 West Surface Lot						1
Lot 11 – Broadway Surface Lot	9	12	8	8	7	7
Lot 16	0	0	0	0	41	50
Lot 18 – Condo P1/P2	17	16	12	9	9	5
Lot 18 – Condo P3	70	58	56	42	40	30
Lot 18 – P1/P2 Bulk Holland						216
Lot 18 – P1/P2 Vancouvercenter	285	321	368	398	323	143
Lot 18 – P3 Bulk Holland						54
Lot 18 – P3 Vancouvercenter	273	186	207	219	225	143
Lot 3 – Bult 415 Tenants						54
Media Permit	0	0	0	0	3	3
Purple Hourly Wage	30	27	34	91	78	27
Purple Zone A	101	44	15	5	0	
Purple Zone B	64	31	25	22	3	3
Residential Downtown						17
Residential Zone 3A						33
Street Parking	1271	1092	1050	1113	1093	554
VPD Law Enforcement Permits						206
Visitor Zone 3A						31
TOTAL	2193	1856	1825	1966	1884	1709

Source: City of Vancouver

Several maps prepared by the City define different parking regulations and options. Figure 11 shows where permit and carpool parking are provided on-street.

Figure 11 Map of permit parking locations¹⁹



¹⁹ This map is slightly outdated. According to City Parking Services staff, several small segments are no longer permit-only

Parking Enforcement and Violations

The City enforces on-street parking time limits Monday through Friday from 8 a.m. to 6 p.m. Times limits vary by location and range from 15 minutes to five hours. Fines for parking violations are defined in City Code section 19.13 and cover violations including, but not limited to expired meters, overtime parking, prohibited parking, expired tabs, and others.

Historically, the City has sought to deploy at least two parking enforcement officers during active periods during parking enforcement hours from Monday through Friday, 8 a.m. to 6 p.m. Wednesday is typically heavily staffed to carry out most coin meter collections and parking occupancy counts.²⁰ Parking Services also enforces the signed time limits in no-payment-required on-street spaces in neighborhoods west and east of Uptown. (These spaces are enforced but are outside the Parking Management Area).

Vancouver enforces and cites numerous parking violations. Table 6 shows each violation type's total number and fine amount from January 1, 2019, to March 31, 2024. Two violation types, Expired Tabs and No Proof of Payment, comprise most violations and fine amounts (about 57% and 60%, respectively). Expired Proof of Payment and Expired Meters are significant violation types (about 17% and 13%, respectively). The dozens of other types constitute only a tiny portion of overall violations.

In addition to Parking Enforcement Officers, Vancouver Police Officers, Vancouver Police Service Technicians, and Code Compliance Officers may issue parking violation citations. While Parking Enforcement Officers did not issue citations for most of 2020 during COVID-19, other departments may have issued citations during that time. While most parking enforcement occurs from Monday-Friday, 8 a.m. to 6 p.m. during payment-required periods, Parking Services also enforces on weekends to monitor for prohibited/improper/unauthorized parking violations such as stop signs, crosswalks, fire hydrants, driveways, alleys, expired tags, signed no parking, and unauthorized parking.

Table 12 summarizes annual parking citation collection amounts by year from 2019 to 2023. Overall collections are 52% of the citation amount issued. Table 14 presents the types, quantities, and amounts of fines from January 1, 2019, to March 31, 2024.

Table 13 Parking citations issued and collected by year

Year	Citations Issued Amount	Citations Collection Amount
2019	\$1,445,045.00	\$804,999.51
2020	\$1,083,660.00	\$393,905.77
2021	\$608,560.00	\$361,775.95
2022	\$774,300.00	\$404,317.14
2023	\$608,560.00	\$394,340.46
TOTAL	\$4,520,125.00	\$2,359,338.83

²⁰ Information according to email from City staff on 5/29/24

Table 14 Parking violations by type, 1/1/19 - 3/31/24

Violation Type	Count	% of Total Count	Fines	% of Total Fines
ANGLE PARKING	171	0.12%	\$5,985.00	0.13%
Backed in Lot Space	43	0.03%	\$1,505.00	0.03%
Carpool Permit Required	120	0.08%	\$4,200.00	0.09%
City Use Zone	29	0.02%	\$1,015.00	0.02%
Construction Zone	18	0.01%	\$630.00	0.01%
Construction Zone Meter	52	0.04%	\$1,820.00	0.04%
Disabled Access Aisle (8)	43	0.03%	\$19,350.00	0.40%
Disabled Parking (9)	140	0.10%	\$63,000.00	1.32%
Displayed for Sale	17	0.01%	\$595.00	0.01%
Double Parking	10	0.01%	\$400.00	0.01%
Driveway Access	733	0.51%	\$29,320.00	0.61%
Expired Meter	9,707	6.74%	\$242,675.00	5.07%
Expired Proof of Payment	15,165	10.53%	\$379,125.00	7.93%
Expired Tabs	32,193	22.35%	\$1,609,650.00	33.65%
Expired Tabs VPD	1	0.00%	\$25.00	0.00%
Incorrect Display of Pay Rcpt	431	0.30%	\$10,775.00	0.23%
Moving to Evade	558	0.39%	\$19,530.00	0.41%
No Proof of Payment Displayed	49,471	34.35%	\$1,236,775.00	25.85%
Obey Traffic Control Device	1	0.00%	\$35.00	0.00%
Obstructing Traffic	217	0.15%	\$8,680.00	0.18%
Other Violations	4	0.00%	\$140.00	0.00%
Outside Marked Meter Stall	3,516	2.44%	\$123,060.00	2.57%
Overtime Disabled	5	0.00%	\$150.00	0.00%
Overtime In Loading Zone	807	0.56%	\$28,245.00	0.59%
Overtime Lot #2	1,960	1.36%	\$58,800.00	1.23%
Overtime Metered	739	0.51%	\$22,170.00	0.46%
Overtime Parking Lot	553	0.38%	\$16,590.00	0.35%
Overtime Parking Pay Stations	3,284	2.28%	\$98,520.00	2.06%
Overtime Signed	4,051	2.81%	\$121,530.00	2.54%
Parallel Parking	1,066	0.74%	\$37,310.00	0.78%
Parked in a Bus Zone	38	0.03%	\$1,520.00	0.03%
Parking in Alley	14	0.01%	\$560.00	0.01%
Parking in Bike Lane	203	0.14%	\$8,120.00	0.17%
Parking on Sidewalk/Planting Str	411	0.29%	\$16,440.00	0.34%
Parking within an Intersection	96	0.07%	\$3,840.00	0.08%
Pedestrian Safety Zone	1	0.00%	\$40.00	0.00%
Permit Parking	5,266	3.66%	\$131,650.00	2.75%
Permit Parking-2018	229	0.16%	\$8,015.00	0.17%
Prohibited Parking Signed	3,748	2.60%	\$149,920.00	3.13%
Prolonged Parking	1,701	1.18%	\$59,535.00	1.24%
RV Trailer Semi park on street	138	0.10%	\$5,520.00	0.12%
Repair Vehicle on Street	26	0.02%	\$910.00	0.02%

Unattended Vehicle	33	0.02%	\$1,320.00	0.03%
Unauthorized Parking-off street	5,171	3.59%	\$180,985.00	3.78%
W/in 20' of Crosswalk	1,247	0.87%	\$49,880.00	1.04%
Within 15' of Fire Hydrant	195	0.14%	\$7,800.00	0.16%
Within 30' of Stop Sign	403	0.28%	\$16,120.00	0.34%
Within 50' of Rail Crossing	1	0.00%	\$40.00	0.00%
TOTAL	144,031		\$4,873,820.00	

Municipal Parking Code

Chapter 19 of the City of Vancouver code defines parking regulations. Relevant code sections are described below. (This list is not exhaustive and does not include the entire parking code.) Adopting the Plan and Study could necessitate revisions to the code provisions highlighted below.

19.04 Parking Administrations

- 19.04.010: Establishes parking zones, types, and time limitations. Grants the City Manager, or their designee, the authority to determine parking type assignments by location; time limits, not to exceed ten hours; and parking price rates, in consultation with the Parking Advisory Committee
- 19.04.020: City Council may, by resolution, enlarge or reduce the parking meter zones
- 19.04.030: Defines parameters for parking meter installation and operations
- 19.04.040: Defines fee collection and distribution to the parking fund
- 19.04.050: Defines the coverage of pay stations and requirements for posting information about pay station use
- 19.04.080: Clarifies the distribution of revenue and expenses from the parking fund, which was established on January 1, 1983.
- 19.04.100: Establishes the Parking Advisory Committee to advise City Council and city staff about parking policy and program implementation

19.05.010 Downtown Parking Meter District

This section defines the geography of the parking meter zones. This section was last updated in 2014 and does not reflect the current geographic extent of parking meters and payment requirements.

19.06 Municipal Lot at Evergreen and Broadway

These code sections establish rates, use allowances, and other regulations controlling activity at this municipal parking lot.

19.07 Other Municipal Lots and Facilities

These code sections define regulations and operating conditions for the City-run municipal lots other than the Evergreen/Broadway lot.

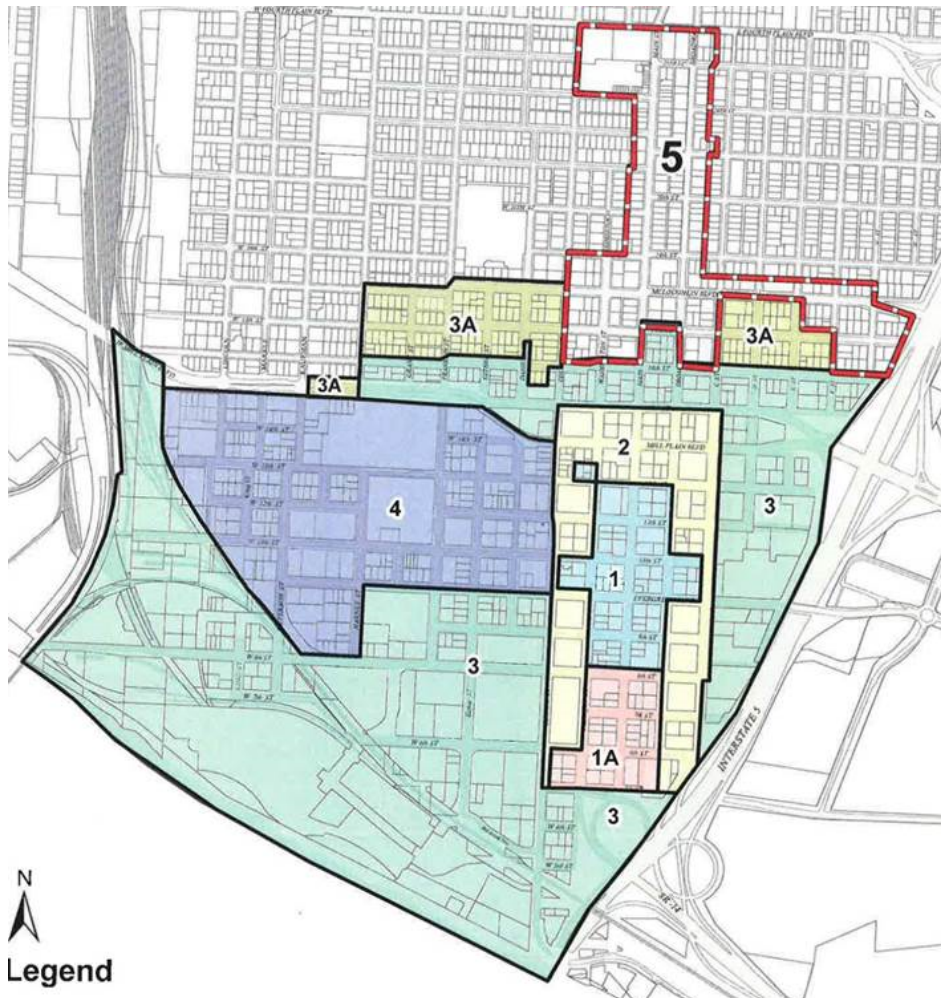
19.08 Residential Parking Permits

Establishes the geographic coverage of the “Parking Buffer Zone 3A” and defines who can qualify to obtain on-street parking permits for this zone.

19.09 Other Parking Districts and Zones

Establishes Zone 1, Zone 1A, Zone 2, Zone 3, Zone 4, and Zone 5, and describes the boundaries of those zones in writing and the Exhibit A map.

Figure 12 Exhibit A from City of Vancouver code section 19.09



19.10 Special Parking Uses of the Right of Way

This chapter describes the provisions for special-use parking, including:

- .010 Carpool parking
- .040 Parking for persons with disabilities
 - This section provides that vehicles displaying a special parking placard for people with disabilities may park for up to four hours, free, in non-reserved on-street parking spaces and nonmetered, on-street parking spaces reserved for people with disabilities.
- .050 Long-term permit parking
- .060 Media parking permits
- .070 Truck, trailer, and motor home residential street permits
- .080 Law enforcement parking permits
- .090 On-street parking reservations

19.11 Parking Rates and Fees

This chapter describes the parameters and authority for setting parking rates.

- .010 Parking Rates—This grants the City Manager, or their designee, the authority to set on-street and off-street parking rates.
- .020 Parking meter modifications—This stipulates that all one- or two-hour meters shall have a button or function to grant the first 15 minutes of use free of charge. The City has been gradually removing coin meters in recent years because they are antiquated and labor intensive, and it will eliminate this code provision after adopting the Study and Plan.
- .030 Parking meter fees designates—This section establishes parking payment hours and maximum rates in various on-street meter zones. The city may wish to eliminate or adjust the hours, time frame, and pricing maximum.
- .040 Rates in public off-street facilities—This section establishes maximum daily rates for off-street public parking and numerous provisions to guide the City in establishing rates.

19.12 Parking Prohibitions

This chapter establishes a range of parking restrictions in various specific circumstances. The subsections list is long. Several notable subsections include:

- .060 Parking while loading
- .100 Prolonged parking
- .110 Expired tabs

19.13 Parking Violations

This chapter defines a range of parking violation activity, including failure to pay, expired meter, and overtime parking. The chapter also establishes a precise catalog of fines and penalties.

19.14 Parking Violations – Administration

This chapter stipulates additional conditions for parking violations. Subsection .010 further defines a range of special parking zones, such as loading zones and construction zones, that may be specifically enforced.

Appendix C: Existing Access and Mobility Systems

Introduction

This section of the memo describes the existing conditions of transit, bicycle, and pedestrian mobility within the Vancouver City Center Vision (VCCV) area, which are the 130 blocks of the city that comprise Downtown and the Waterfront. The memo provides a baseline for developing vehicle parking recommendations by illustrating how people currently access and get around Downtown Vancouver today by other modes because parking, mobility, and access are interrelated. Understanding these modes' existing and planned futures in the VCCV is essential because supporting transit, bicycling, and walking through policy, incentives, and infrastructure can effectively reduce parking demand.

Summary of Existing Plans

The plan review provides insight into the future of mobility and access within the Vancouver City Center Vision (VCCV) area. Documenting the planned improvements will help the project team identify parking solutions that complement, rather than conflict, with previously adopted plans and policies. The project team documented relevant strategies and recommendations related to the VCCV from existing plans listed below.

Existing Plans

- Vancouver City Center Vision and Subarea Plan (City of Vancouver, 2007)
- Clark County Bike and Pedestrian Plan (Clark County, 2010)
- City of Vancouver Comprehensive Plan (City of Vancouver, 2011) (update underway for 2025)
- West Side Mobility Strategy (City of Vancouver, 2016)
- City of Vancouver Climate Action Framework (City of Vancouver, 2022)
- City of Vancouver Pedestrian Crossing Improvement Policy and Design Guide (City of Vancouver, 2023)
- City of Vancouver Bicycle Parking Guidelines (City of Vancouver, 2023)
- City of Vancouver Transportation System Plan (City of Vancouver, 2024)

Vancouver City Center Vision and Subarea Plan (2007)

Adopted in 2007, the Vancouver City Center Vision and Subarea Plan offers a vision for the 130 blocks of Downtown Vancouver facilitated by land use and transportation recommendations. Several key recommendations related to pedestrian and bicycle systems and parking are highlighted below:

Pedestrian and Bicycle Systems:

- Increase sidewalk width and remove safety and convenience conflicts on designated pedestrian streets, including 6th, 8th, Evergreen, 13th, Mill Plain/15th, and McLoughlin. Bike lane striping and signing should be provided on major bike corridors, except where motorized traffic is light.

Parking Management:

- The City's identified priority user for the public parking system is the "city center patron," the person who shops, visits, or recreates.
- Reducing parking minimums for commercial development in the Downtown, thereby encouraging tighter, more pedestrian-friendly development.
- Reducing parking minimums for residential development in the Downtown commercial zone in tandem with restrictions on residential on-street permit parking in the same zone to ensure that priority users, "city center patrons," are accommodated within the on-street supply.
- Implementing maximum parking ratios on both residential and commercial development until such time that surface parking lots are prohibited within the Parking Control District 20-630-5, to support and facilitate (a) more efficient land use and (b) integration with City goals for increased use of alternative transportation modes (i.e., transit, bike, walk and rideshare).
- Limiting the development of new surface parking facilities Downtown, recognizing the inefficiency of land use that such facilities create. Provide incentives to encourage structured parking in the Downtown to prevent excessive use of Downtown land for parking and to preserve the continuity of retail use and building frontage in the Downtown shopping area.
- Coordinating parking policies, programs, and strategies to facilitate the transition of a greater percentage of Downtown users (particularly employees) into alternative modes of access (i.e., transit, bike, walk). This will ensure that public investment in parking will (a) be prioritized for customer/visitor access and (b) reduce the overall supply of parking built utilizing public resources.

VCCV I-5 Expansion and River Crossing Goals for the Columbia River Crossing

- Enhance existing connections between the Vancouver National Historic Reserve and Downtown.
- Integrate the Heritage Way Bridge concept into the I-5 improvements project. (Note this bridge is not included in the Interstate Bridge Replacement Locally Preferred Alternative.)
- Construct a new Heritage Way pedestrian bridge across I-5 as a continuation of 7th Street. (Note this bridge is not included in the IBR LPA.)
- Enhance Evergreen Boulevard with wider sidewalks and improved way-finding signage to reinforce pedestrian linkages.

Relevant Project Recommendations

The Vancouver City Center Vision and Subarea Plan has dramatically impacted the development of Downtown Vancouver since its adoption. Although the plan is over a decade old, it still has valuable recommendations for active transportation and parking policy today, including:

- Prioritizing pedestrian realm improvements on 6th, 8th, Evergreen, 13th, Mill Plain/15th and McLoughlin.
- New bicycle parking should be located to promote the "city center patron," the person who shops, visits, or recreates.
- Improve Downtown accessibility for alternative modes (transit, bike, walk), especially for Downtown employees, to help preserve existing parking for outside patrons.
- Improve pedestrian wayfinding in Downtown.

Clark County Bike and Pedestrian Plan (Clark County, 2010)

The Clark County Bike and Ped Plan describes the state of walking and biking throughout Clark County and how the County plans to move forward with efforts to improve walking and biking.

While the VCCV subarea is within the bounds of Clark County, this Plan mainly pertains to unincorporated areas of Clark County. However, as bicycling and walking improves in areas beyond Vancouver city limits, there is the potential that more residents of unincorporated Clark County will become less dependent on vehicles. Decreased car dependency in unincorporated Clark County may reduce the share of vehicular trips to the VCCV subarea and increase the demand for other travel modes. The Bike and Pedestrian Plan describes in detail how Clark County can improve bicycle parking county-wide and potentially fund those efforts by increasing fees on vehicular parking. These tactics could be employed as part of a parking management plan for the VCCV subarea.

City of Vancouver Comprehensive Plan (2011)

The Washington Growth Management Act, established in 1990, requires jurisdictions meeting specific population and growth criteria to adopt and maintain comprehensive plans. The current Comprehensive Plan, adopted in 2011, provides comprehensive planning guidance until 2030. The city is currently updating this plan for completion in 2025.

The Vancouver Transportation System Plan is a chapter within the Vancouver Comprehensive Plan, and thus the standalone document provides additional planning guidance for the transportation network. Other components of the Comprehensive Plan have essential elements related to mobility and access in the VCCV, including:

- C-TRAN, Clark County's transit service provider, provides bus service throughout Vancouver and the VCCV service area. A portion of this service is bus rapid transit (BRT), a type of high-capacity transit (HCT) with increased frequency and other enhancements. This network is planned to radiate from Downtown Vancouver. BRT is currently available on Fourth Plain and Mill Plain Boulevards and is scheduled to start construction on Highway 99 in 2025. Expansion of the BRT system to these corridors will increase multimodal trips to and from the VCCV subarea, with the potential to make downtown Vancouver a significant node in the BRT and bus network.
- Light rail service is planned to connect Downtown Vancouver with Portland. The Comprehensive Plan anticipates these improvements and depends on transit investments and operations to support future mobility.

The Comprehensive Plan also puts forth direction for the future development of the transportation system in Vancouver, which includes the following:

- Promoting accessibility, not just mobility
- Being efficient
- Creating livable streets
- Having good connections throughout
- Supporting all travel modes
- Helping build a genuinely walkable community
- Supporting transportation and land use improvements

Westside Mobility Strategy (2016)

Adopted July 18th, 2016, the Westside Mobility Strategy (Strategy) studied how the transportation network of Western Vancouver can be improved, the bounds of which are displayed below.

Figure 13 Strategy Study Area (Westside Mobility Strategy, 2016)



The VCCV subarea is located entirely within the Strategy study area; therefore, any recommendations or projects produced due to the project may impact the VCCV study area. The Strategy cataloged information on existing land use and economic development trends, pedestrian and bicycle infrastructure, arterial roadway conditions, traffic volumes, and collisions for the Strategy area. The project also assessed future mobility conditions for 2023.

Bicycle and Pedestrian Travel

The West Side Mobility Strategy discussed the existing bicycle and pedestrian network and considered how improvements could be made to improve walking and biking. Key findings of the analysis include:

- There are gaps in the bicycle network, such as Evergreen Boulevard between C Street and Jefferson Street
- Collisions in the study area involving people who walk or bike are more common on arterial streets.

Arterial Roadways

The West Side Mobility Strategy analyzed the study area, focusing on arterial roadways such as Fourth Plain and Mill Plain Boulevards. Key findings from the analysis include:

- Fourth Plain Boulevard carries the highest traffic volumes among the area's arterials; however, the street needs additional pedestrian crossings and traffic control measures to preserve safety and livability. In the early 2000s, the roadway was transferred to the City of Vancouver's jurisdiction and reconfigured from four to two lanes. (Note: the City is implementing a complete streets project on Fourth Plain Boulevard.)
- Mill Plain Boulevard was extended in 1996 to relieve freight traffic from Fourth Plain Boulevard. The City intended to use Mill Plain Boulevard as a freight corridor while having Fourth Plain Boulevard become a

secondary freight route with livability enhancements. The northbound I-5 on-ramp from Mill Plain Boulevard was designated as overcapacity.

- Congestion on I-5 can result in regional motorists using alternate routes that pass through the VCCV subarea, including Fruit Valley Road, Main Street, and Mill Plain Boulevard. This diversion is most likely to occur during the weekday morning peak hours.
- North-south travel through the Strategy study area is more difficult than east-west travel due to signal timing.
- Arterial roadways in the VCCV subarea serve adjacent neighborhoods and play a vital role in connecting freight to the Port of Vancouver.

Relevant Project Recommendations

The following goals and recommendations of the Westside Mobility Strategy are relevant for understanding the existing active transportation needs in the VCCV. Some of these recommendations may have been partially or fully implemented since the strategy was completed.

- **Mobility Goal 4: Retrofit Main Street to Promote Vitality and Safety**
 - Uptown Main Street pedestrian improvements at 25th Street
 - Uptown Main Street pedestrian improvements at 20th Street
 - Main Street., 5th Street. to 15th Street. capital improvements
- **Mobility Goal 5: Complete Key Connections in the Bikeway Network**
 - Daniels-Washington Bikeway. (This recommendation included a proposed bikeway along Daniels and Washington Streets between the Vancouver Waterfront and points north. Bikeway Improvements were made on Columbia Street first.)
- **Mobility Goal 6: Making Walking Safe and Convenient for All**
 - Arterial pedestrian/bike enhanced crossing improvements
 - Restripe misaligned crosswalks
 - Existing sidewalk quality evaluation
 - Sidewalk and crosswalk infill prioritization
 - Westside/Downtown wayfinding update

City of Vancouver Climate Action Framework (2022)

The Vancouver Climate Action Framework describes strategies for how Vancouver can achieve carbon neutrality by 2040, a goal adopted by the Vancouver City Council. In 2019, the City conducted a greenhouse gas (GHG) emissions inventory, which it will use to measure success in achieving its climate goals. Notably, the inventory found that most emissions (90%) come from the transportation and travel category, and 35% come from on-road vehicles (pg. 11). The framework outlines a series of strategies and actions to reduce GHG emissions from the transportation sector.

Relevant Project Recommendations

The three strategies listed below pertain to parking and vehicle use in Vancouver.

Strategy: TLU-1. Create neighborhoods that support clean modes of transportation

Actions:

- **Concentrated development along retail and commercial corridors.** Update VMC Title 20 Development Code to increase building heights/densities; align multi-family tax exemption program (MFTE) to support higher density development in identified growth nodes.
- **Parking management plan.** Develop a city-wide parking management plan that includes right-sizing parking requirements and establishing parking densities and rates by district to support denser, walkable environments.

Strategy: TLU-2 Shift driving trips to clean, active modes of transportation

Actions:

- **Transportation demand management requirements.** Identify and implement code-based transportation demand management (TDM) plan requirements to shift driving trips to non-SOV trips. This will include tailored marketing and a mode share survey.
- **Medium- and heavy-duty truck VMT reduction.** Work with the private sector to improve routing and reduce VMT from medium and heavy-duty vehicles.
- **Curb management program.** Research and develop a curb management program that supports shared mobility options and safe, multimodal streets. This program may include establishing loading/unloading zones for rideshare and delivery, integrating bicycle and motorcycle parking, facilitating partnerships to reduce delivery trips, and potentially integrating shared mobility docking stations and autonomous vehicle loading zones.

Strategy: TLU-3. Decarbonize and electrify vehicles

- **EV infrastructure planning and implementation.** Develop and implement municipal and citywide EV infrastructure plans to promote and expand public and private charging infrastructure installation for new and existing development. At least 25% of new parking facilities must be compatible with EV charging.

City of Vancouver Pedestrian Crossing Improvement Policy and Design Guide (2023)

This Guide is the policy document for planning, engineering, and policy that determines where and how to improve crosswalks on City-owned and maintained streets to increase pedestrian safety and mobility. The policies and guidance relevant to pedestrian accessibility and parking planning in the VCCV include the following:

- The desired spacing of marked and enhanced crosswalks on the pedestrian network.
 - Roughly every two blocks (530 feet) on pedestrian corridors within pedestrian centers
 - Roughly every three blocks (800 feet) on pedestrian corridors outside of pedestrian centers
- Leading Pedestrian Intervals and Right Turn Prohibition are listed as optional elements. The Guide states that as proven, relatively low-cost interventions that improve the pedestrian experience in high-demand areas, this tool should be assertively applied in these areas.
- The Guide is silent on the relationship between on-street parking spaces and sightlines for crosswalks but does describe how curb extensions can impact the parking lane.

City of Vancouver Bicycle Parking Guidelines (2023)

The Bicycle Parking Guidelines provide comprehensive information regarding short and long-term bicycle parking. The document addresses permitting, design guidelines, rack placement, and installation recommendations.

The Guidelines reflect the current best practices in bicycle parking. However, it offers minimal discussion of e-bike charging needs and parking solutions except for an electrical outlet requirement for developments requiring more than 20 long-term bicycle parking spaces. The document also describes the bicycle parking design standards from the Vancouver Municipal Code, the most relevant of which are highlighted below:

- Entry and directional signs shall be provided by the property owner if bicycle parking facilities are not directly visible and obvious from the public right-of-way. The signs shall be used to properly direct bicyclists from the public right-of-way to the bicycle parking facilities.
- For buildings with multiple entrances, bicycle racks should be distributed proportionately at and visible from the various public entrances. Bicycle parking lockers should be located near an employee entrance.
- Bicycle parking minimums shall be provided to meet acceptable City of Vancouver standards for the Heights Mixed Use Plan District (HX) zone as listed below in table 20.670.040-5:

Table 15 Vancouver Municipal Code, bicycle parking requirements

Table 20.670.040-5 Bicycle Parking Minimums		
Uses	Required Short-Term Bicycle Parking	Required Long-Term Bicycle Parking
Residential	.05 per dwelling unit, two spaces minimum	1 per dwelling unit for buildings with 5 or more dwelling units
Commercial	1 per 5,000 sf of floor area, 2 spaces minimum	1 per 15,000 sf of floor area, 2 spaces minimum
Office	1 per 25,000 sf of floor area, 2 spaces minimum	1 per 5,000 sf of floor area, 2 spaces minimum
Civic/Institutional Buildings	1 per 5,000 sf of floor area, 2 spaces minimum	1 per 15,000 sf of floor area, 2 minimum
Lodging	2 spaces minimum	1 per 10 rooms, 2 spaces minimum
Parks	1 per 5,000 sf area, 2 spaces min	none

City of Vancouver Transportation System Plan (2024)

The City of Vancouver recently completed and adopted its Transportation System Plan (TSP) in January 2024. The Plan supplements the transportation element of the City's Comprehensive Plan, provides a vision for the City's transportation system, and a guide on how to get there.

TSP Bicycle and Small Mobility (BSM) and Pedestrian Projects

The active transportation elements of the TSP reflect the City's latest framework for planned pedestrian and BSM networks, policies, and programs. The TSP outlines Bicycle and Small Mobility (BSM) and walking capital projects, some of which are in the VCCV subarea. See below for the proposed bicycle and small mobility facilities to be constructed in the VCCV subarea (tan background).

Figure 14 TSP bicycle and small mobility and pedestrian projects



Zone 1

Proposed Bicycle and Small Mobility (BSM) Network

TSP Built
TSP Proposed

CLARK COUNTY PLANNED BICYCLE NETWORK

- | | |
|----------------------------|-------------------------|
| Protected Mobility Lanes | Protected Bike Lanes |
| NA Buffered Mobility Lanes | Buffered Bike Lanes |
| Mobility Lanes | Bike Lanes |
| NA Neighborhood Greenways | 4 ft. Shoulder Bikeways |
| Multi-Use Paths | Shared Roadways |
| Unpaved Trails | Multi-Use Paths |
| | Unpaved Trails |

The TSP recommends the following bicycle and small mobility network facilities in the VCCV subarea.

Multiuse Paths

- Jefferson Street between W Evergreen Boulevard and Mill Plain Boulevard
- Grant Street between Waterfront Way and W 8th Street
- west side of I-5 between Interstate Bridge and W 8th Street
- across I-5 between C Street and Fort Vancouver
- across I-5 between 8th Street and E 5th Street
- between the eastern terminus of Vancouver Waterfront Trail to Interstate Bridge
- Columbia Street between Phil Arnold Way and Interstate Bridge

Neighborhood Greenways

- Franklin Street between W 8th Street and 33rd Street
- 19th Street
- Lincoln Avenue between 19th Street and W Fourth Plain Boulevard
- Esther Street between Mill Plain Boulevard and W 8th Street
- W 14th Street between Franklin Street and Esther Street.
- W 29th Street from Kauffman Avenue to I-5
- F Street between E 15th Street and E 39th Street
- Cascade Street between Waterfront Trail and Columbia Street

Mobility Lanes

- Evergreen Boulevard between Kauffman Avenue and C Street
- W 11th and Hill Streets between the railroad and Jefferson Street

Buffered Mobility Lanes

- C Street between 8th Street and E McLoughlin
- E McLoughlin Boulevard between Franklin Street and I-5
- Evergreen Boulevard between C Street and I-5
- Columbia Street between Phil Arnold Way and W 8th Street
- Mill Plain Boulevard between Columbia Street and I-5
- E 15th Street between Mill Plain Boulevard and I-5.

TSP Policies and Programs

The TSP includes potential parking management policies and programs that can work in tandem to manage transportation demand and help the City better incorporate future growth. Nearly half of city-managed off-street parking spaces are unoccupied on a typical weekday, and over one-third of on-street parking spaces are unoccupied on the average weekday (pg. 29). The Downtown parking management study should employ and operationalize these policies to help achieve the goals of the TSP:

- **Access Management Policy CC3.3:** Update access management standards to require longer spacing between driveways serving the same destination or shared parking lots. Increase corner clearance distances. (pg. 33)

- **Transit Overlay District Policy T3.1:** Update the Transit Overlay District code and extend it along Enhanced Transit Corridors. This designation allows for reduced parking requirements in developments. (pg. 35)
- **Citywide Parking Policy & Code Key Policy G2** Update parking code and policies to right-size the amount of parking developed with future growth, create safe streets, promote compact urban form, and encourage non-driving forms of transportation. (pg. 39)
- **Parking Requirements Policy G2.1** Reduce parking minimums in the development code and development agreements, particularly in parking reform areas where transit use, walking and rolling, and small mobility are a priority. This maximizes active uses and creates inviting places. (pg. 39)
- **Parking Capacity Policy G2.3:** Allow for shared parking and additional reductions in parking requirements to incentivize shared parking agreements. This maximizes the use of existing resources and reduces the need for more parking. (pg. 39)
- **Downtown Parking Key Policy G4** For those who drive Downtown, create a user-friendly, well-managed, and right-sized “park once” environment where people can walk or roll between destinations without moving their car. (pg. 39)
- **Parking Management Key Policy G3** Manage on and off-street parking resources by adopting policies, systems, and tools throughout the city. (pg. 39)
- **Parking Operations Policy G3.1** Operate the parking system efficiently. Adopt metrics for evaluating parking performance compared to City goals and use pricing and other tools to influence behavior. (pg. 39)
- **Parking Experiencing Program 3.2** Make parking highly legible and easy to understand from the user's perspective and make technology, information, wayfinding, or other strategies so people can easily find parking. (pg. 39)
- **Residential Parking G3.3** Study the expansion of a residential parking program (RPP) to minimize parking spillover adjacent to metered areas and support parking access for residents and their guests in high parking demand areas. (pg. 39)
- **Downtown Parking Strategies Policy G4.1** Adopt and implement recommendations of the 2024 Downtown Parking Plan Update, focused on six Strategy Areas: Policy, Alternative Modes, Operations, Administration of the Parking System, Communications and Awareness, and New Capacity. (pg. 39)
- **Downtown Circulator Program G4.2** Work with C-TRAN to develop a concept for a Downtown circulator between major destinations. (pg. 39)
- **Mobility Hubs Program F5.1** Identify locations for mobility hubs – place where multiple forms of transportation are linked in service (transit, microtransit, bikeshare, etc.) (pg. 41)
- **Curb Management Policy F6** Develop policies and programs to manage valuable curb space more effectively (pg. 41)
- **Small Freight Management Program F6.2** Develop strategies to support the use of small freight vehicles and routes to serve urban deliveries (pg. 41)
- **Freight Parking and Loading Program** Create a more flexible framework for managing the curb to provide a range of delivery vehicle sizes and travel patterns (pg. 41)

Summary of Projects Underway

Several significant projects that could affect Downtown are underway or in advanced planning.

Projects Underway

- Lower Main Street Project (“Main Street Promise”) (City of Vancouver)
- Interstate Bridge Replacement (IBR) Locally Preferred Alternative (LPA) (WSDOT, ODOT,)
- Upper Main Street Project and C-TRAN Highway 99 Bus Rapid Transit (City of Vancouver, C-TRAN)

Lower Main Street Project (“Main Street Promise”)

The Lower Main Street Project proposes changes to Main Street between 5th and 15th Street, aiming to make Main Street safer, more accessible, and connected. The project underwent planning from 2022-2024 and is expected to be in construction from 2025-2026. The proposed improvements include:

- Increase safety for people and vehicles
 - Widen sidewalks and enhance pedestrian crossings
 - Add new LED streetlights to improve visibility
 - Rearrange parking to improve sightlines
 - Address potholes, crumbling sidewalks, and uneven pathways
 - Modify existing traffic signals
 - Curb-less streets to increase access and help slow traffic
 - Extended and ADA-compliant sidewalks
 - Tactile sidewalk treatments and audible crossings for visually impaired community members
 - Pedestrian-scale lighting to illuminate sidewalks
 - Enhanced intersections and crosswalks
 - More bicycle parking
 - New traffic bumps to reduce vehicle speed
 - Parallel parking to improve visibility for drivers and pedestrians
- Welcome visitors and support Main Street businesses
 - Increase opportunities for sidewalk commerce (i.e., outdoor seating for restaurants)
 - Improve pedestrian connections to the Waterfront, Esther Short Park, and Historic Reserve from Main Street
 - Encourage community gathering on Main Street and occupancy of outdoor space through the integration of outdoor spaces, street furniture, art, landscaping, restaurant seating, and decorative lighting
 - Improve aesthetics while honoring the history and character of Main Street
- Improve infrastructure
 - Upgrade the water lines, sewer lines, and stormwater facilities
 - Repave and restripe Main Street

The Lower Main Street Project will slow vehicles and improve its function as an attractor of active trips. The project's renderings include shared roadway markings (sharrows). The designs also appear to maintain some of the existing street parking. The proposed improvements will offer more curb space, increasing the potential for additional bike parking along Main Street. Future transportation plans should designate Main Street between Columbia Way and 15th Street as a neighborhood greenway.

Interstate Bridge Replacement (IBR) Modified Locally Preferred Alternative (LPA) (WSDOT, ODOT)

The IBR Program Modified Locally Preferred Alternative is the latest publicly available design information regarding the interstate bridge replacement project.²¹ While it is not the replacement bridge's final design, it is an agreed-upon set of components that will be further evaluated through the environmental review process. The IBR project planning began in 2019, and construction could begin as soon as 2026, depending on numerous design and funding benchmarks that remain pending. The IBR LPA includes several important elements related to mobility and access in the VCCV, including:

- Transit improvements to accompany the replacement of the I-5 bridge between Vancouver and Portland. An extension of the light rail system from the Portland Expo Center in Portland to Evergreen Boulevard in Vancouver, along with associated transit improvements.
- The addition of a zero-emission express regional bus on the shoulder across the bridge.
- A variety of improvements for people who walk, bike, and roll throughout the program area.
- Variable rate tolling for motorists using the river crossing as a demand management and financing tool.

The IBR project will affect both I-5 interchanges in the VCCV. Notable changes include a new connection between Downtown Vancouver and the Waterfront at the southernmost exchange. In the modified LPA, Main Street would extend further south beneath I-5 and the BNSF Railroad and connect to a realigned portion of Columbia Way at the Vancouver Waterfront.²² Improvements to Columbia Street and Washington Street are also proposed.

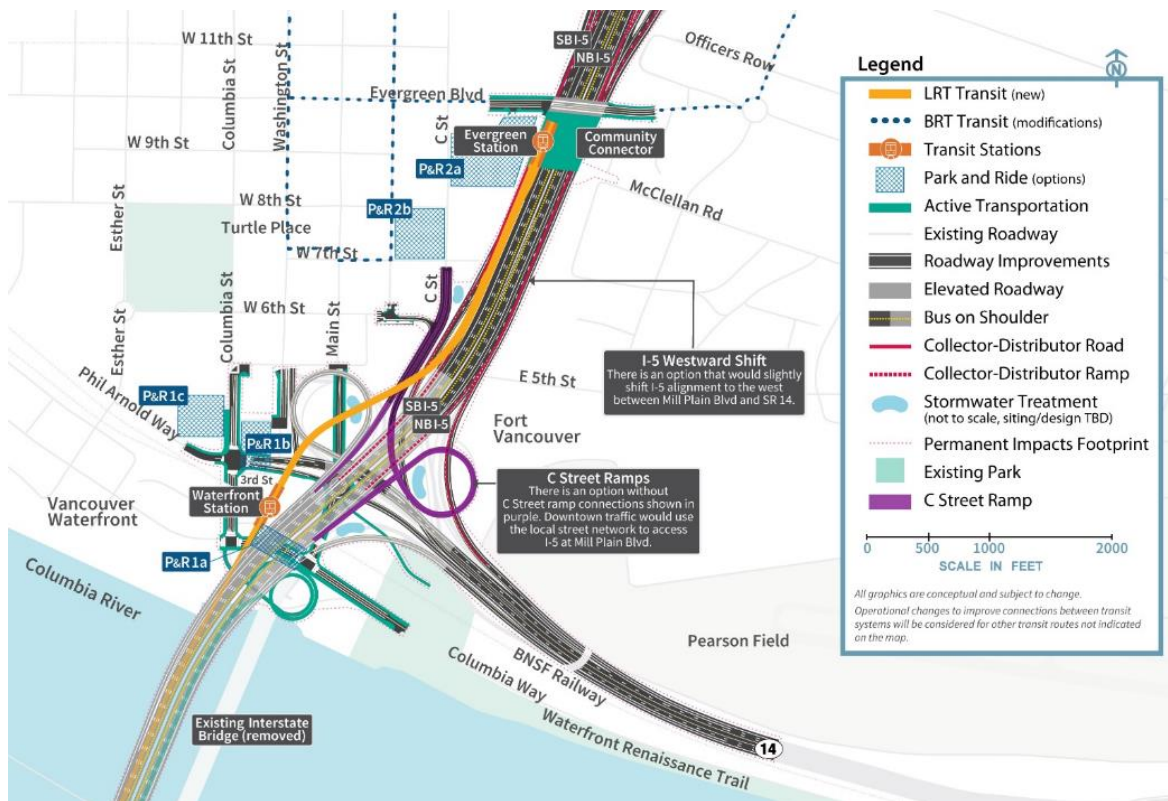
The IBR program will change mobility and access for Downtown Vancouver, with implications for transit, active transportation, and parking. In summary, these include:

- An extension of TriMet's MAX Yellow Line service along I-5 into Vancouver. This extension would add new stations in the Vancouver Waterfront area, at Evergreen Boulevard in Vancouver, and on Hayden Island. As the northernmost light rail station, the Evergreen location would likely become a city/regional mobility hub location with connections to transit. Express bus service on dedicated bus-on-shoulder lanes between Vancouver and Portland and investments in transit stations and park-and-ride facilities are also being explored to improve local accessibility and regional multimodal connectivity.
- Potential park-and-ride location options near proposed light rail station locations
- The IBR program offers improved access to Downtown via bicycle with new connections and facilities along Columbia Street, Main Street, and Evergreen Boulevard, emphasizing the importance of these connections.
- The IBR project includes a Community Connector cap over the highway, which would be a new pedestrian and transit space between Downtown and the Vancouver National Historic Reserve.
- the IBR LPA includes a C Street southbound I-5 on-ramp.

²¹ IBR Modified LPA. Interstate Bridge Replacement Program. 2024. <https://www.interstatebridge.org/nextsteps>

²² Washington | Existing Conditions and Proposed Investments. Interstate Bridge Program. 2024. Image from https://youtu.be/S0ci8ebkH_8?si=9xOhpJF4ndolxrx_

Figure 15 Interstate Bridge Replacement active transportation concepts



Upper Main Street Project and C-TRAN Highway 99 Bus Rapid Transit

The Upper Main Street Project is currently underway with no finalized designs. However, the project will evaluate how Main Street can better meet the needs of people using transit, walking, biking, using a mobility device, and driving. This project is coordinating with planned paving work in 2025 and the C-TRAN Highway 99 Bus Rapid Transit Project.

The new Vine BRT line on Highway 99 is expected to bring two new stations to Downtown Vancouver and will provide access to Highway 99, a central north-south corridor with a terminus at the Vancouver Waterfront. Service begins in 2027.

The Upper Main St project will occur along Main Street between Fourth Plain Boulevard and the northern city limits, impacting areas directly north of the VCCV subarea (the C-TRAN Highway 99 Bus Rapid Transit line will continue north to WSU Vancouver). If mobility enhancements are constructed through this project, it may result in improved multimodal connectivity between the VCCV subarea to areas north and may also increase the mode-share of multimodal trips to VCCV.

Mode Split

The section documents the existing transportation mode split within the project area.

Methodology

The project team used trip tables from the analytics platform Replica Places to access current mode splits for trips that started and/or ended in Downtown Vancouver. To do so, the project team calculated the count of all trips that intersected the study area in any way and then subtracted trips that passed through without starting or stopping there.

Findings

Table 16 Mode split of person trips to, from, or within Downtown Vancouver. (Replica Places, 2023)

Mode	Share of Person-Trips
Private vehicle (drive alone or carpool)	87.4%
Walk	7.9%
Public transit	1.7%
Bike	1.2%
Taxi/TNC	0.9%
Other	0.7%

Active Transportation Existing Conditions

Pedestrian Network

Most of Downtown has wide sidewalks, with the widest sidewalks concentrated near the Main Street commercial core. Parts of Downtown to the west tend to have narrower sidewalks. Indeed, this is where most of the sidewalk gaps exist as well, with the largest sidewalk gap being on the north side of Mill Plain Boulevard between Downtown and Liberty Park). While many curb ramps have been updated within the VCCV in recent years, they are still not fully ADA-compliant despite being an essential component of overall accessibility.

Gaps in the Pedestrian Network

The project team identified several gaps in pedestrian accessibility within the VCCV:

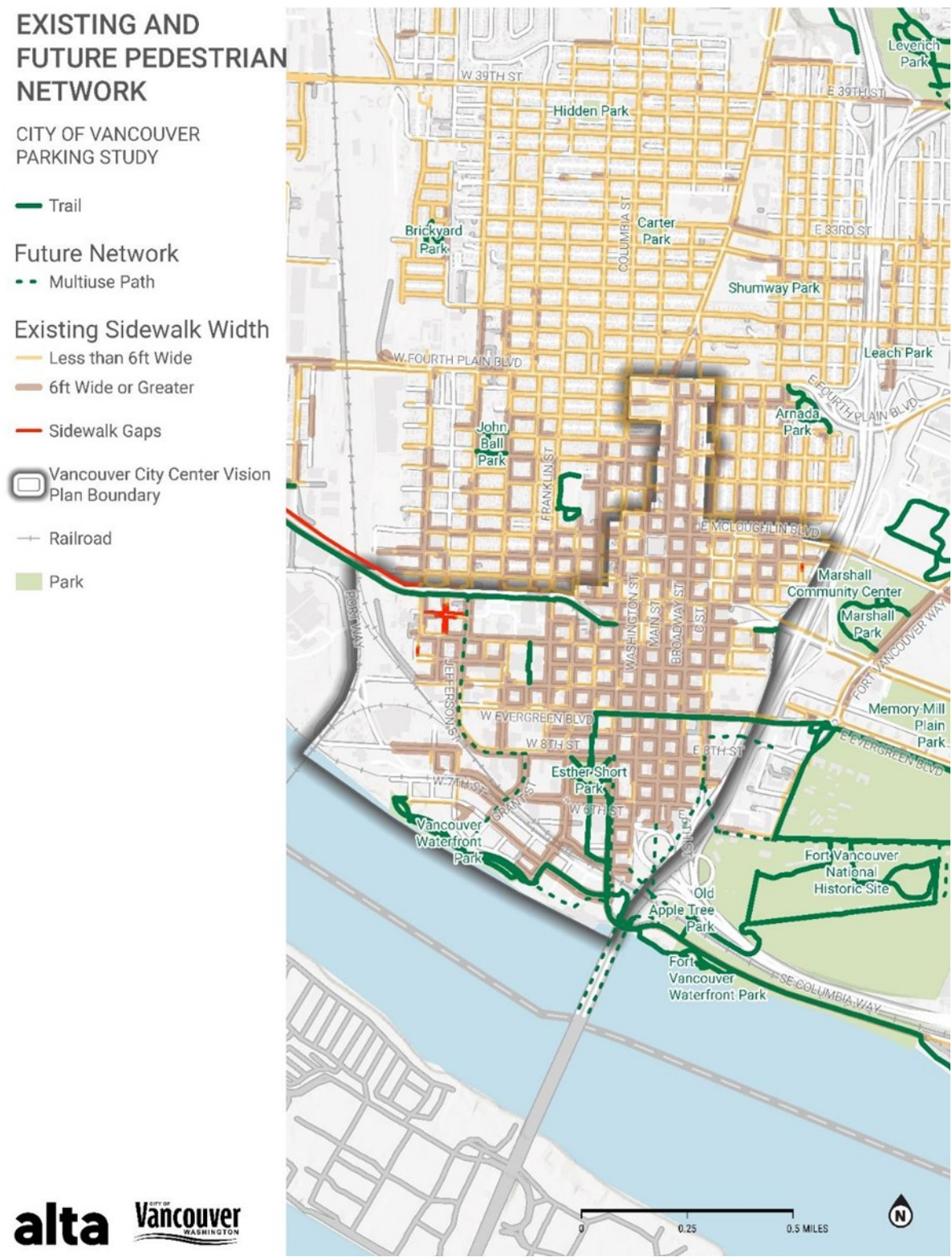
- Missing sidewalks on the north side of Mill Plain Boulevard between the VCCV boundary and Liberty Park.
- Wider sidewalks are needed on Evergreen, Mill Plain Boulevard, McLoughlin Boulevard, and Fourth Plain Boulevard across I-5 when they are reconstructed, preferably with landscaped buffers, as these are critical pedestrian corridors.
- New pedestrian facilities may be needed on the east side of I-5 to connect Fort Vancouver Way to the proposed Community Connector across I-5 at Evergreen Boulevard (see IBR LPA).

- Wider sidewalks on Upper Main Street would improve community access to the Uptown commercial area in the VCCV.

The City Center Vision and Subarea Plan (2007) identified the following gaps:

- Sidewalk width, safety, and convenience conflicts on designated pedestrian streets, including 6th, 8th, Evergreen, 13th, Mill Plain/15th, and McLoughlin.
- Existing connections between the Vancouver National Historic Reserve and Downtown could be improved.
- Evergreen Boulevard could be improved with wider sidewalks and improved way-finding signage to reinforce pedestrian linkages.
- The Transportation System Plan (2024) identified the following gaps: Multiuse path along Jefferson Street between W Evergreen Boulevard and Mill Plain Boulevard
- Multiuse path in the following locations:
 - Along west side of I-5 between Interstate Bridge and W 8th Street
 - Between the eastern terminus of Vancouver Waterfront Trail to Interstate Bridge
 - Along Columbia Street between Phil Arnold Way and Interstate Bridge

Figure 16 Existing and future pedestrian network



Bicycle Network

The existing bicycle network within the VCCV comprises several critical east-west and north-south routes that connect the Downtown core to both residential areas to the north, the Waterfront to the south, and the National Historic Reserve to the east. The strength of the existing network resides in separated bike lanes and separated multi-use paths that navigate significant access barriers to Downtown, such as the BNSF Railway, I-5, and Mill Plain Boulevard.

The VCCV is connected to the rest of the city by a few major east-west arterials, such as Evergreen Boulevard, Mill Plain Boulevard, McLoughlin Boulevard, and Fourth Plain Boulevard, so implementing plans for separated bike facilities on these corridors will be important to increasing bike access to the study area.

While Columbia Street provides the most robust north-south bicycle connection, several shared roadways and bike lanes, such as Jefferson Street/Kauffman Ave, Franklin Street, C Street, F Street, and Fort Vancouver Way, also provide key connections. The map below shows the existing and planned bicycle network according to data from the City of Vancouver.

Figure 17 Existing and future bikeways



Gaps in the Bicycle Network

The planned bikeways in and around the VCCV will improve access and mobility to Downtown. However, there remain several additional gaps within the VCCV's bicycle network:

1. Connectivity across Mill Plain Boulevard is not seamless. C Street at the intersections of 15th Street and Mill Plain Boulevard lacks bike boxes and two-stage turn boxes.
2. Connectivity across Fourth Plain Boulevard at F Street is unsuitable for riders of all ages and abilities. The offset intersection of F Street and Fourth Plain Boulevard creates a challenging path for people biking and lacks infrastructure to help them navigate that transition.
3. Intersection designs that prioritize safety for people walking and biking. Despite having many bikeways within the VCCV, there are no protected intersections.
4. While the Vancouver TSP calls for C Street south of Evergreen Boulevard to be a bikeway, the IBR LPA includes an on-ramp connecting to C Street. Future bikeway facility transitions should be carefully considered to avoid conflicts with I-5 traffic. A connection between C Street and Main Street (via 8th Street) allows new direct access between the waterfront and Downtown.
5. Evergreen Boulevard between Fort Vancouver Way and Jefferson Street lacks adequate bike facilities today, and plans call for a mix of multi-use paths, bike lanes, and separated bike lanes across that extent. There may be an opportunity to consolidate these proposed bike facility types into a single continuous facility on Evergreen Boulevard. However, this remains a significant gap in the bike network.
6. The VCCV does not have micro-mobility services (bike share or scooter share programs), creating a gap in residents' overall mobility.

The West Side Mobility Strategy identified the following gaps in the bicycle network:

- Daniels-Washington Bikeway. (This recommendation included a proposed bikeway along Daniels and Washington Streets between the Vancouver Waterfront and points north. Bikeway Improvements were made on Columbia Street first.)

The Transportation System Plan identified the following gaps in the bicycle network:

Neighborhood Greenways

- Franklin Street between W 8th Street and 33rd Street
- 19th Street
- Lincoln Avenue between 19th Street and W Fourth Plain Boulevard
- Esther Street between Mill Plain Boulevard and W 8th Street
- W 14th Street between Franklin Street and Esther Street.
- W 29th Street from Kauffman Avenue to I-5
- F Street between E 15th Street and E 39th Street
- Cascade Street between Waterfront Trail and Columbia Street

Mobility Lanes

- Evergreen Boulevard between Kauffman Avenue and C Street
- W 11th and Hill Streets between the railroad and Jefferson Street

Buffered Mobility Lanes

- C Street between 8th Street and E McLoughlin

- E McLoughlin Boulevard between Franklin Street and I-5

Protected Mobility Lanes

- Boulevard between C Street and I-5
- Columbia Street between Phil Arnold Way and W 8th Street
- Mill Plain Boulevard between Columbia Street and I-5
- E 15th Street between Mill Plain Boulevard and I-5.

Bike Parking: Field Observation Key Takeaways

Overall Short-term Bike Parking Facilities

- Publicly accessible short-term bike racks vary widely in type. While most of the newer racks are either rings or traditional inverted-U or “staple” racks, many of the older racks do not provide easy locking geometries or adequate spacing from other street elements.
- Bike corrals are available on and near Main Street but were not observed in other locations. The waterfront area has several small corrals that offer a maximum of three or four racks.
- Many new bike parking racks along the waterfront offer sufficient locking ability (two points of contact), but they vary in style (some are circular, some are rectangular of multiple varieties).
- None of the observed bike racks are covered.
- None of the observed bike racks offer electric charging.

Overall Long-term Bike Parking Facilities

- BikeLink, a private long-term bike parking company, offers long-term storage at a handful of locations Downtown. The bike lockers are adequately positioned on the sidewalks so as not to block pedestrian movement. Using these facilities requires membership and costs \$.05 per hour.

Bike Parking by Location

Key Destinations

- Only short-term parking was observed at crucial public destinations such as the library, city hall, the waterfront, and Esther Short Park.
- There is no bike parking at some key destinations:
 - the Amtrak station, despite adequate space for both short-term and long-term facilities.
 - the Courthouse, and very little in the surrounding area in front of the City’s public services building. There is a corral at the entrance to the garage north of the building, but this is hard to find and could be improved with signage.

Downtown Core and Waterfront

- Generally, there is a good supply of bike parking in the Downtown core along Main Street. There is at least one rack per block face and typically corrals or mini corrals every couple of blocks. Here, much bike parking consists of a brown historic decorative staple, which is likely insufficient for most bikes. However, the new decorative turquoise staples are sufficient for most bikes.
- Generally, bike parking drops off north of Evergreen and even more north of Mill Plain (except Main Street, which has bike parking along the whole corridor)

- The areas with the most bike parking were Main Street south of Evergreen Boulevard and at the waterfront, with approximately one or two racks per block face.
- Ring rack designs were used throughout the waterfront. Each entrance to the park has at least two racks, but there were mixed numbers of racks at commercial storefronts. Some blocks with multiple high-traffic stores only have one rack.
- Columbia Street, one of the central commercial corridors, has almost no bike parking despite having a protected bike lane and destinations along it.

Transit Stops

- There is no bike parking at any of the observed Vine Stations. This is a gap in facilitating multimodal travel.
- There is no bike parking at Turtle Place despite lots of space within the plaza. However, there are a few staples along 7th. More bike parking will be needed here if this location is to become a mobility hub.

Bike Parking Gaps

- In many instances, the public bike parking on private property offered at many businesses fails to adhere to the city's bike parking design guidelines.
- Except along Main Street and the waterfront, bike racks are not available consistently and conveniently located within the VCCV.
- Short—and long-term bike parking lacks multimodal connections, including major bus stops, VINE stations, the Amtrak station, and other public parking facilities.
- Many major bikeways, such as Columbia Street and at intersections of protected mobility lanes, lack short-term parking.
- City Government buildings lack covered bike parking corrals for visitors, though Vancouver City Hall provides an interior secure bike storage room for employees.
- There are no public bike parking facilities that offer e-bike charging in the VCCV.

Transit Frequency Analysis

Methodology

To conduct the frequency analysis, the project team used the C-TRAN GTFS feed as of April 2024 and ArcGIS Pro tools to calculate the average number of runs per hour by stop for the following day parts:

- PM Peak: Weekdays, 3 p.m. - 7 p.m.
- Midday: Weekdays, 11 a.m. - 2 p.m.
- Saturdays: 11 a.m. – 2 p.m.

This analysis resulted in a stop-level dataset with frequency attributes for each day part. The project team then used the Calculate Transit Service Frequency tool in ArcGIS Pro to visualize frequency in Downtown Vancouver.

Findings

Transit Frequency and Ridership

The following Table and three heat maps display transit service frequency in Downtown Vancouver. At all times of day, the corridors with the highest transit frequency are along the Vine BRT corridors on Broadway and Washington Streets. These corridors are on the eastern half of Downtown, and a large portion of the study area is within a quarter mile walk of one of these stops. **Error! Reference source not found.** displays Vine BRT frequencies. Stops along East Evergreen Boulevard and Fort Vancouver Way are also reasonably well-served. (The text resumes on page 60.)

Figure 18 Vine BRT frequencies

Vine line	PM peak headway	Midday headway	Saturday headway
Mill Plain (Red Line)	15 min	15 min	15 min
Fourth Plain (Green Line)	12 min	12 min	15 min

Frequency is much lower west of Washington Street and south of 6th Street, with most stops served by only 30-minute headways on weekdays, including peak hours, and 60-minute headways on Saturdays. Areas west of Franklin Street are more than a quarter mile from the frequent transit corridor. Routes 2 and 25 provide the primary service in this area, but the former offers hourly service on weekdays only. The Waterfront area is also sparsely served, providing service only by Route 71, though a VINE bus extension is planned in the Waterfront.

Figure 19 Midday transit frequencies

MIDDAY TRANSIT FREQUENCIES

CITY OF VANCOUVER
PARKING STUDY

This transit frequency analysis shows the average number of bus trips per hour serving each stop between the hours of 11 am and 2 pm on weekdays in Spring 2024.

The heat map combines data for all stops within one quarter-mile of each grid square to show relative frequencies throughout the zone. One quarter-mile is frequently cited as the distance that people are willing to walk to get to a bus stop, so this gives a better idea of transit access by destination.

Data: City of Vancouver and C-TRAN

FEATURES

 Downtown Vancouver

TRANSIT FREQUENCY

Average Bus Trips per Hour at Stop, 11am - 2pm

- 9 - 12
- 6 - 8
- 4.1 - 5
- 2 - 4
- 1.1 - 2
- 1 or fewer

Average Bus Trips per Hour within 1/4 mile, 11am - 2pm

- Over 37
- 23.1 - 37
- 13.1 - 23
- 4.1 - 13
- 0 - 4

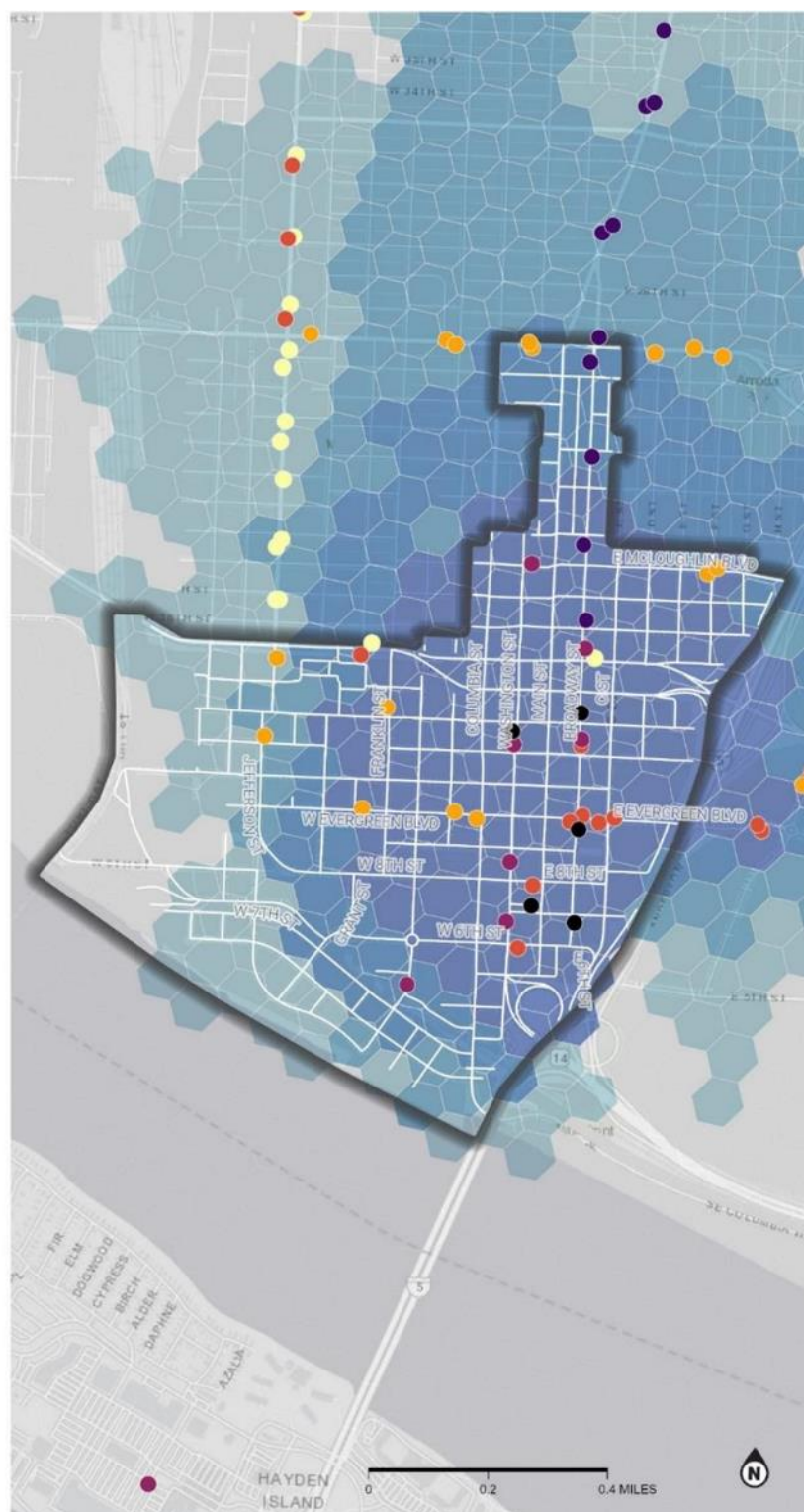


Figure 20 PM peak transit frequencies

PM PEAK TRANSIT FREQUENCIES

CITY OF VANCOUVER
PARKING STUDY

This transit frequency analysis shows the average number of bus trips per hour serving each stop between the hours of 3pm and 7pm on weekdays in Spring 2024.

The heat map combines data for all stops within one quarter-mile of each grid square to show relative frequencies throughout the zone. One quarter-mile is frequently cited as the distance that people are willing to walk to get to a bus stop, so this gives a better idea of transit access by destination.

Data: City of Vancouver and C-TRAN

FEATURES

☐ Downtown Vancouver

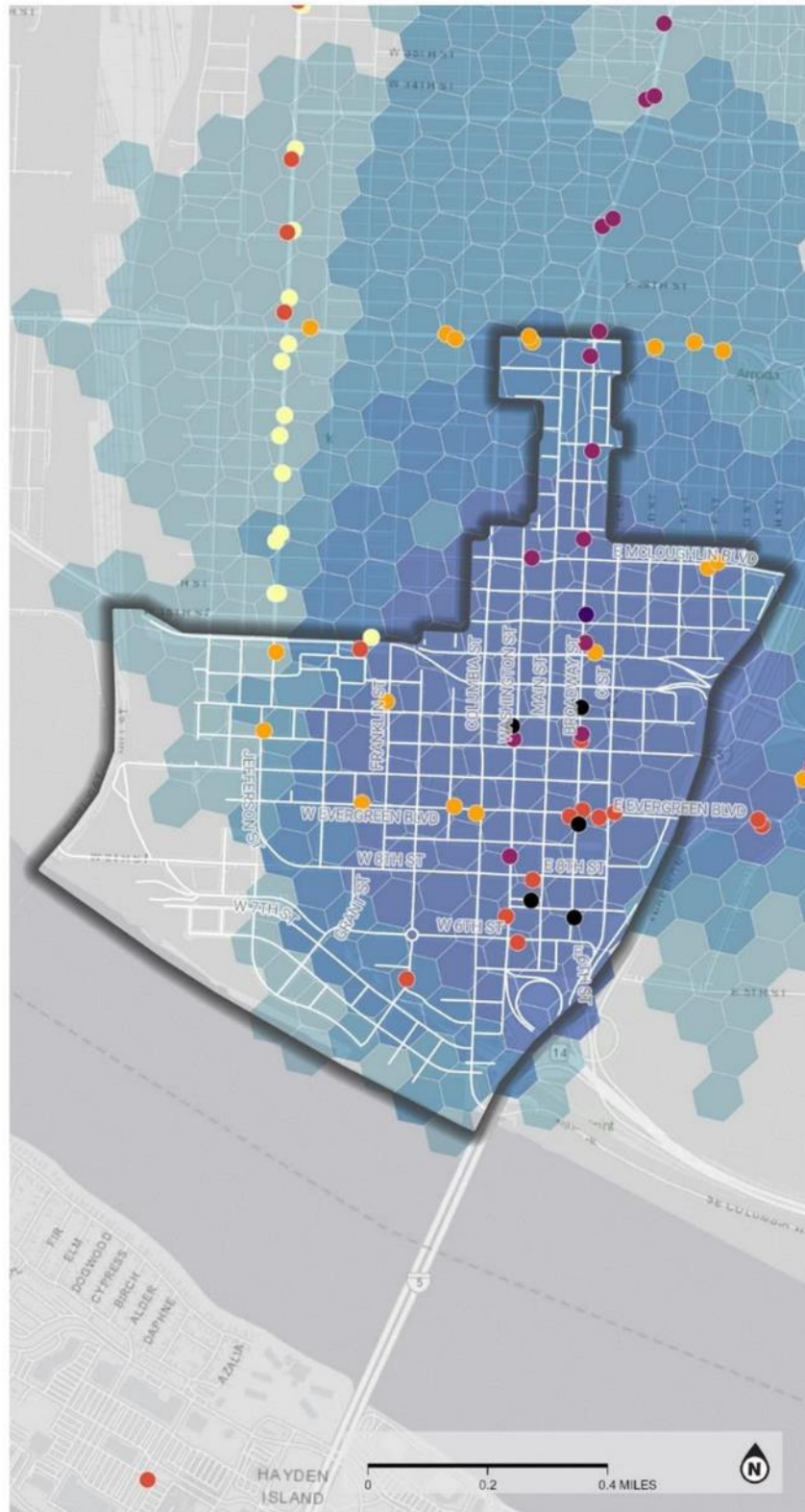
TRANSIT FREQUENCY

Average Bus Trips per Hour at Stop, 3-7 pm

- 8.1 - 12
 ● 6.1 - 8
 ● 4.1 - 6
 ● 2.5 - 4
 ● 1.5 - 2.4
 ● Less than 1.5

Average Bus Trips per Hour
Within 1/4 mile, 3-7 pm

- Over 37
 23.1 - 37
 13.1 - 23
 4.1 - 13
 0 - 4



SATURDAY TRANSIT FREQUENCIES

CITY OF VANCOUVER PARKING STUDY

This transit frequency analysis shows the average number of bus trips per hour serving each stop between the hours of 11 am and 2 pm on Saturdays in Spring 2024.

The heat map combines data for all stops within one quarter-mile of each grid square to show relative frequencies throughout the zone. One quarter-mile is frequently cited as the distance that people are willing to walk to get to a bus stop, so this gives a better idea of transit access by destination.

Data: City of Vancouver and C-TRAN

FEATURES

- Downtown Vancouver

TRANSIT FREQUENCY

Average Bus Trips per Hour at Stop, Saturday (11am - 2pm)

- 7 or more
- 5.1 - 7
- 2.6 - 5
- 1.6 - 2.5
- 0.5 - 1.5
- Less than 0.5

Average Bus Trips per Hour within 1/4 Mile, Saturdays

- Over 37
- 23.1 - 37
- 13.1 - 23
- 4.1 - 13
- 0 - 4

Map labels include: W 22ND ST, W 14TH ST, E 8TH ST, ARCADE, E MELBOURNE BLVD, FRANKLIN ST, COLUMBIA ST, WASHINGTON ST, MAIN ST, BROADWAY ST, EAST, WEST, EVERGREEN BLVD, WEATHERST, GRANT ST, WATSON ST, ISLAND, SE LUMBER RD, ALASKA, HAYDEN ISLAND, 0, 0.2, 0.4 MILES, N.

Active Trip Potential Analysis

Share of Short Trips

Alta Planning and Design completed the Active Trip Potential (ATP) analysis in 2024 for the Our Vancouver Comprehensive Plan update project. The results show that downtown Vancouver has a high share of vehicle trips under five miles and, therefore, has a moderately high potential for increasing the number of trips made by active modes.

The highest ATP in terms of the number of potential active trips is in the eastern part of the study area. However, the northwestern part of downtown has the highest share of potential active trips, with between 46 and 60% of vehicle trips being under five miles.

In general, downtown Vancouver has a lower ATP than the inner-ring suburban neighborhoods but a higher ATP than the outlying areas. This is likely because many downtown destinations are close enough that long vehicle trips are not needed because people may be walking and biking for such short trips already because it is more convenient and practical than driving

Figure 22 Active Trip Potential

ACTIVE TRIP POTENTIAL

CITY OF VANCOUVER
PARKING STUDY

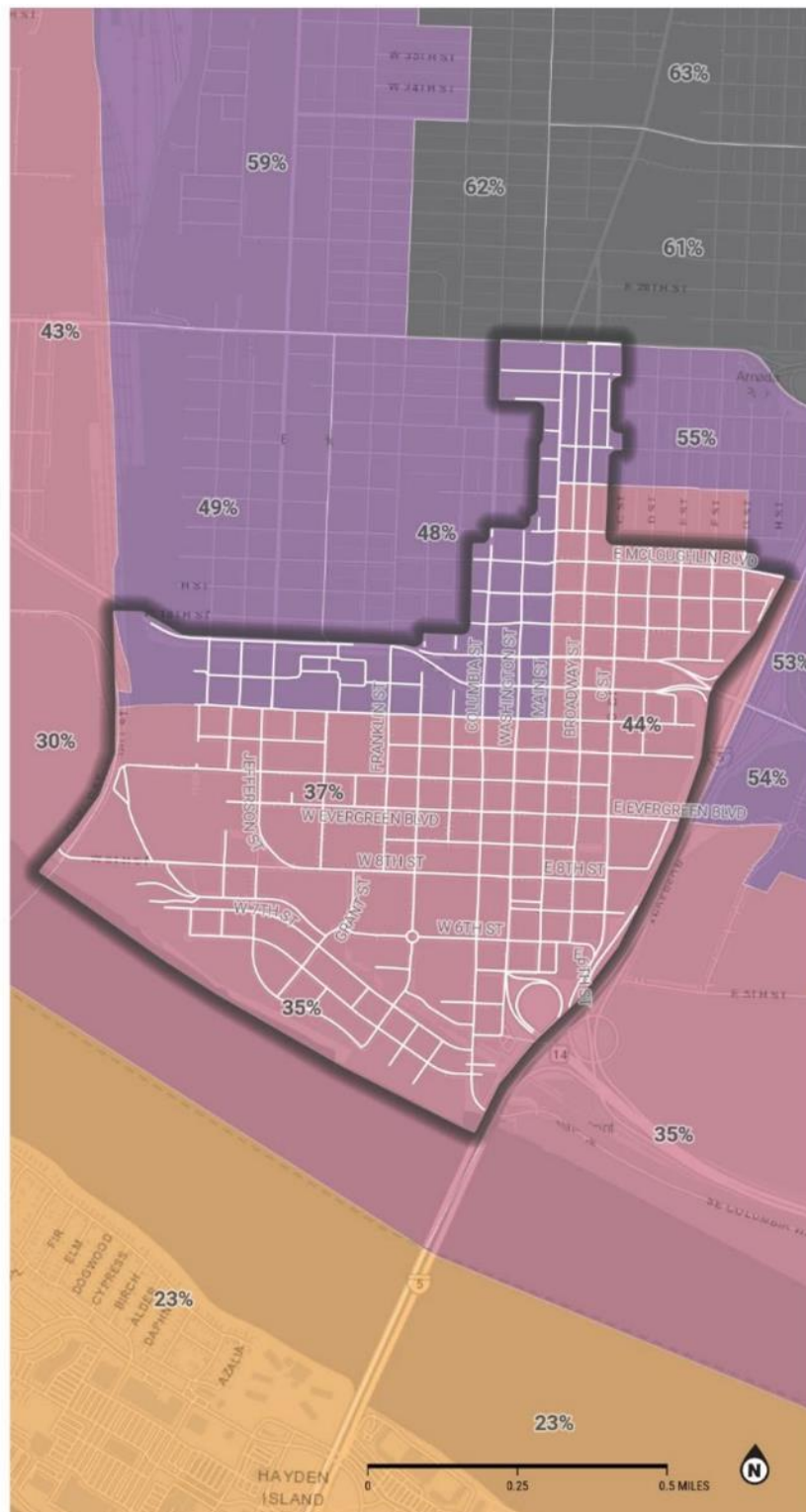
This active trip potential analysis shows the share of average weekday motor vehicle trips beginning in each census tract that were under five miles. These short trips can be used to approximate the potential for shifts to active modes if infrastructure were available.

Data: Replica Places, Spring 2023

FEATURES

☐ Downtown Vancouver
SHARE OF VEHICLE TRIPS THAT
ARE UNDER 5 MILES

- 61 - 75% (Higher Active Trip Potential)
46 - 60%
31 - 45%
16 - 30%
< 15% (Lower Active Trip Potential)



Appendix D: Public Participation Report

Public Participation: What we Learned

From March to July 2024, the project team has had insightful engagements and discussions with community members through numerous activities. Over 2,500 people took the first project survey, which was available from early May to early June 2024. Over 50 people spoke with us directly through three small group discussions in June. In each small group discussion, the project team presented information about the project and described certain strategy areas they will develop. The team then heard from community members about their transportation habits and needs and what opportunities they saw for Downtown Vancouver.

The project team has also met three times with the Parking Advisory Committee, once with the Transportation and Mobility Commission (on April 2, 2024, with a second meeting planned for September 3), and twice with the Center City Redevelopment Authority (in January 2024 with City staff presenting, and on July 18, 2024, with City and consultant staff presenting).

Takeaways for Strategy Development

Opportunities to tap the parking oversupply

People want flexible, convenient parking options distributed around Downtown. After seeing the parking occupancy data showing moderate parking use, most community members accepted the premise that the City does not need to build more parking spaces but that existing parking could be better managed and made available to a wider range of users. The Plan will include strategies the City and other Downtown destination managers may consider creating shared parking arrangements that make better use of the existing parking supply without building new parking spaces.

Wayfinding and parking user support

Community members acknowledged that some Downtown parking areas, such as the Waterfront, are highly congested while other areas mere blocks away remain lightly used. People supported the idea of improving guidance and wayfinding to parking options, using tools ranging from basic signage to phone app maps to different tiers of parking pricing to shape geographic demand.

More sophisticated parking pricing

The project team did not ask detailed pricing questions in the survey or small group discussions but gleaned that people are amenable to pricing parking to guide people toward lower-demand areas, promote availability in higher-demand areas, and offer more flexibility with time limits. The Plan will describe geographic and time-based pricing models that may be suitable for helping the City manage parking and meet broader goals to reduce driving, cut emissions, and minimize the impact of driving on creating walkable urban communities.

Streets for more than just cars

Over 70% of people expressed that street curbsides should remain a key place to provide parking. This Plan acknowledges that and will develop recommendations for keeping street parking appropriately, but not overly, supplied. Digging deeper, though, community members recognize that street parking is oversupplied and that, in

some locations, it could be better used as outdoor dining restaurants, bike lanes and bike parking, bus lanes, transit stops, landscape areas, traffic calming features, loading zones, and expanded people-serving uses. This Plan will include a preliminary curb management framework for the City to consider how to implement and manage more nuanced curb uses.

More mobility options

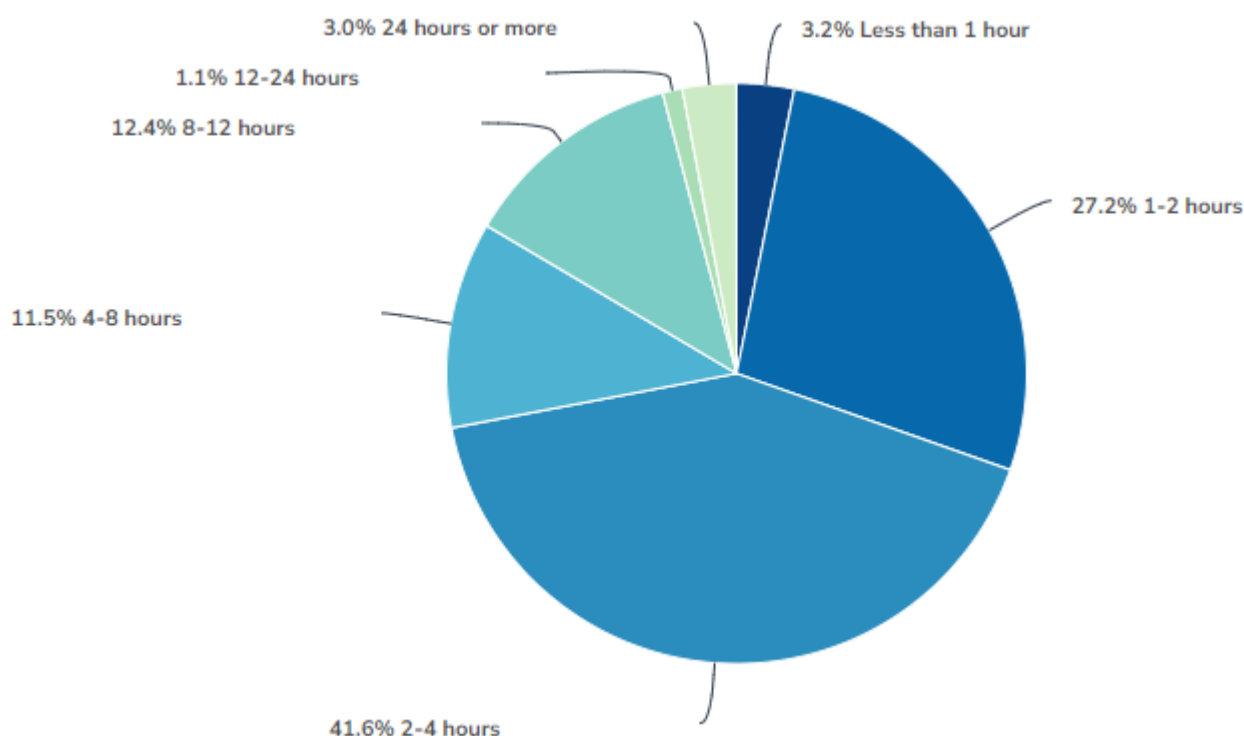
People in Vancouver want more mobility options. They expressed this during the public participation process for the Transportation System Plan, which lays out ambitious non-driving transportation goals and projects. Likewise, during this Parking Plan, people reflected that an over-reliance on driving and parking is detrimental to adding active transportation infrastructure and creating more dense, mixed-use neighborhoods. This Plan will describe how better parking and curb management can free up space for better active transportation facilities and land for development. Most specifically, the Plan will describe the potential for mobility hubs in Downtown as locations where multiple transportation options link together to expand peoples' trip choices.

A Brief Summary of Input from Public Participation Activities

Community Survey #1

Some of the total responses include:

- Most people use a personal car for their downtown trips. About 10% of people walk as their primary way of getting around. A small percentage of people bicycle or use transit.
- When Downtown, 75% of people sometimes use paid street parking, 60% sometimes use free street parking, and 47% sometime use a free parking lot at their workplace or the business they are visiting.
- People's arrival times downtown are well distributed. 28.6% usually arrive between 8:00 a.m.-noon, 24.2% between noon-3 p.m., and 28.3% between 3:00–6:00 p.m.
- Over two-thirds of downtown visits are under four hours. The chart below shows responses to the question, "When you're in downtown Vancouver, how long is your typical stay?"



- 13.5% of respondents live downtown, and 30% work downtown, meaning most people answered from the perspective of being Downtown visitors.
- Over 60% of respondents listed making parking easier and easier for people who shop, dine, and visit downtown businesses to park as their top priority.
- 32.6% of people listed making walking, rolling, or cycling easier Downtown as a priority.

- The convenience of driving, especially having control of your travel time, was a key reason many people selected for choosing to drive most or all trips.
- Vehicle parking was the most selected priority for curb uses. Over a third of people prioritize outdoor dining areas and walking routes, such as wider sidewalks and curb extensions.

Small Group Discussions

People with Disabilities Small Group Discussion

Six people joined this online discussion for 90 minutes on June 17, 2024. Key comments included:

- Thinking about the disability community during transportation and parking planning will lead to improvements that benefit everyone.
- The details matter, such as making sure the screen on a parking meter is low enough that people in a wheelchair can see it.
- Safe, complete routes are vital, and when fully connected, safe routes can't be created, cities need more "safe space" refuges to take a break while using transit, walking, rolling, or biking.
- Handicap-accessible parking is important, but don't forget about accessible curb spaces for quick drop-offs and pickups of people.
- For many people (disabled or not) driving is not an option; Vancouver needs to plan transportation through the eyes of people who must use other modes.

Hospitality and Tourism Small Group Discussion

Ten people joined this in-person, 90-minute discussion on June 17, 2024. Key comments included:

- Vancouver is growing, physically and reputationally. People want to live here and visit.
- Parking options such as employee parking passes are confusing and prone to abuse; respondents also noted that employees need cheap and convenient parking options near their workplace.
- Wayfinding is vital for daily downtown users and first-time visitors. Wayfinding means not just signs on the street, but clear information people can get before their trip begins.
- Some events, such as the Farmers Market, draw thousands of visits and are getting busy enough that parking is becoming an impediment to people wanting to attend.
- More nuanced and well-managed curb uses can provide options for the wider variety of people now coming downtown. Ideas range from free 15-minute parking zones to more outdoor dining patios to better bus stops and shelters.

Downtown Stakeholders Forum

The project team presented in person at the monthly Stakeholders Forum on June 18, 2024. Up to 38 people participated in-person or online in the event and responded to questions through the Mentimeter live polling platform the team used. Key responses and comments included:

- Personal car use was the primary way people get around downtown, with walking or rolling also a popular option.
- 30 of 38 respondents say they can usually park within two blocks of their destination when they drive.

- People favored improving public transportation and bicycle routes to encourage non-driving ways of getting to and around downtown.
- In a specific question about mobility strategies, people responded favorably to ideas for a circulator shuttle, improved parking wayfinding to reduce circulating, and a bike-share or scooter share system.
- Other ideas people had to encourage less driving include more bicycle parking, car-free or car-light streets, providing parking more on the edges of downtown then having people walk to the core.
- People support pricing parking to influence demand but are also worried about alienating low-income residents and workers who rely on their cars for mobility.
- People like the idea of special parking operations during events, such as using shared parking lots to fit surging parking demand and running shuttles between distant parking and the event locations.
- Alternative curb uses people support include more outdoor dining parklets, curbside bike lanes, and bike parking.
- Forum attendees broadly supported using more wayfinding types, including static signs and parking occupancy boards, to help people more quickly find available parking.
- When asked to “Please indicate your level of support for these parking management and supply practices”, people rated each option roughly with moderate support. Stronger parking enforcement and building more off-street paid parking were the two most popular options.

Figure 23 Screenshot of Mentimeter results from Downtown Stakeholders Forum



Scoring Key: Downtown Stakeholders Forum – Audience Responses, July 18, 2024

Strongly do not support	0 points
Strongly do support	5 points

Commission and Committee Meetings

Transportation and Mobility Commission

The project team presented the early work to the TMC on April 2, 2024. This was to introduce the project and preview some of the topic areas that would be explored through the plan. Notes from the meeting are below.

Discussion Questions:

1. How do you see parking and curb management as relevant to your overall transportation and mobility goals in Vancouver?
2. What existing parking and curb conditions should we keep front of mind?
3. What study and plan outcomes are most important to you?
4. What topics introduced today, excite you most about this Study and plan?

Commissioner Comments/Questions:

- The Plan needs to focus on climate along with parking.
- How can we better manage equity in terms of ADA parking? It seems like we are currently asking, “Can you afford to park there?” when we should be asking, “Do you need to park there?” Designate parking for specific populations instead of just charging more for convenient parking. We shouldn’t further discourage people from coming downtown.
- Waterfront parking is a big issue for employees.
 - It’d be nice to see commute reduction/employee benefits for employees working downtown for small and large employers.
 - It is important that the benefits reach the employees, the group with this need, rather than the business owner.
- Freight loading/unloading in bike lanes is an issue for cyclists.
- Is a CTRAN waterfront trolley, perhaps with a dedicated route, possible, or the connector, Ryde that operated before the pandemic? It would work well as a connector and create a great identity for Vancouver.
- Metrics, quantitative and qualitative are important for progress and to assess whether the plan itself is good and achieving desired results. This is especially true where changes are happening such as the Main Street Promise.
- An efficient connection is important to reduce auto trips downtown.
- Bike and pedestrian connections to downtown are key because there aren’t many east-west connections across I-5 currently.
- Amtrak is an important service, and connectors to Amtrak are needed.
- The Plan needs to address inactive lots downtown, since many sit empty.

Suggestions/Action Items:

- Address ADA parking
- Address waterfront parking
- Support downtown restaurant workers and others without existing commute programs
- Address freight unloading in bike lanes in curb management
- Want more transit options within downtown, as well as a solid feeder source to make not driving efficient

- Share public engagement results with the TMC after work is started
- Get data about how people are getting around downtown and collect data that can be compared every few years to check for behavior change
- Address empty lots with shared-use partnerships

Parking Advisory Committee

The Parking Advisory Committee has met three times and will meet one more time for this project.

- March 13, 2024, to introduce the project and discuss the PAC's role
- May 8, 2024, for a workshop session on the vision, goals, and principles for parking management in the City of Vancouver. The outcomes of this meeting are available which documents this project's progress with reviewing and revising those guiding parking topics.
- July 18, 2024, to discuss parking and curb management concept strategies. Key points made by PAC members during this meeting include the following.
 - PAC members were unsurprised by the parking oversupply and generally low- to moderate-occupancy counts. Several members remarked on the low off-street occupancy on weekdays and weekends.
 - PAC members understood and were unsurprised that in survey #1, many community members prioritized convenient and plentiful parking as a major desire for downtown. Members acknowledged that such questions don't expose all the tradeoffs to people.
 - The PAC chair noted that the survey question about willingness to pay more for parking in higher-demand areas (which received low support) did not point out that higher prices can help create parking availability, which is also strongly desired.
 - Members supported the direction of all five core strategy areas discussed, including:
 - "Core and edge" pricing and "tier-based" duration pricing
 - Continuing the City's effort to consider and implement weekend pricing either downtown-wide or in a downtown subarea and either on Saturdays or Saturdays and Sundays
 - Increasing the presence and utility of numerous parking and pedestrian wayfinding improvements
 - The City of Vancouver is seeking to obtain more public parking supply opportunistically by entering into sharing agreements with private parking owners who have an oversupply
 - Gradually reforming the parking permit options to make them less "all you can park" buffet-style monthly permits and more as day passes; this can still offer discounts and bespoke pricing for certain users if the City desires

City Center Redevelopment Authority

On July 18, 2024, the City and consultant staff presented a brief outline of the project's existing conditions and preliminary strategies to the City Center Redevelopment Authority (CCRA). Notable comments by CCRA Board Members include the following.

- Surprise at the significant parking oversupply and agreement that it provides leeway for new development and repurposing City streets and parking assets for other uses.
- Members were surprised to find over twice as many off-street private parking spaces downtown as total public on- and off-street spaces; they did not expect such a large difference.

- Support for more sophisticated wayfinding tools, including use of apps, signage, and availability guidance systems.
- Agreement that private-private and public-private parking sharing agreements should be encouraged and pursued by the City to help more efficiently use the existing parking supply.
- No major comments or concerns about geographic “core and edge” or “tier-based” pricing scheme ideas; though the team could only briefly and quickly focus on this topic.
- Support a more flexible and elegant curb management strategy for downtown streets to accommodate and support the curb use needs of a broader range of patrons, residents, and businesses.

Public Participation Input

Survey 1

The first survey was available from April 29, 2024, to June 9, 2024, and asked respondents to share their experiences traveling downtown and what they cared most about for parking and curb management. Overall, 2,528 people took the survey.

The survey was available in English, Spanish, Russian & Chuukese. A total of 21 people took the survey in a language other than English, primarily Spanish. While that is a small percentage of the survey responses, please note over 30% of total respondents reported that they speak a language other than English. See question 18 for more language information. Responses in languages other than English were cross-tabulated against the full results to check for differing opinions among non-English speaking communities. Most results were like the full results, but differing opinions are noted below.

Survey 1 Distribution

Advertising

The City advertised the survey through the project page on its BeHeard website, sharing it with partner organizations and its social media pages.

City Partners

The City shared the survey information with partner organizations to reach more specific networks. These organizations shared the survey link on their social media pages and through their email listservs.

Vancouver Downtown Association (VDA)

VDA advertised the survey in emails to 4,100 constituents, featured it on the website's homepage, and posted it on Facebook and Instagram. It also used sponsored Facebook ads that targeted seven downtown Vancouver zip codes.

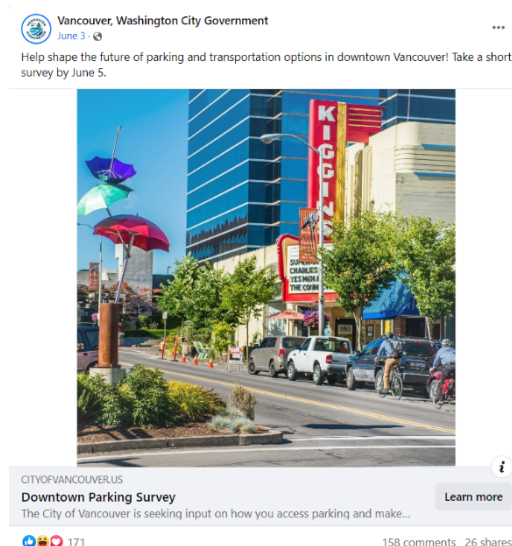
Social Media

The City posted two organic posts on Facebook and Instagram, each directing people to the survey, throughout the open survey period. Each post received hundreds of likes and comments, and many parking opinions were expressed.

They also purchased two Facebook ads, one in English and one in Spanish, which received the following clicks:

- Spanish: 197 clicks
- English: 1,378 clicks

Figure 24 Screenshot of Social Media post promoting the survey



Survey 1 Results

1. Do you live in the downtown Vancouver area shown on the map above?

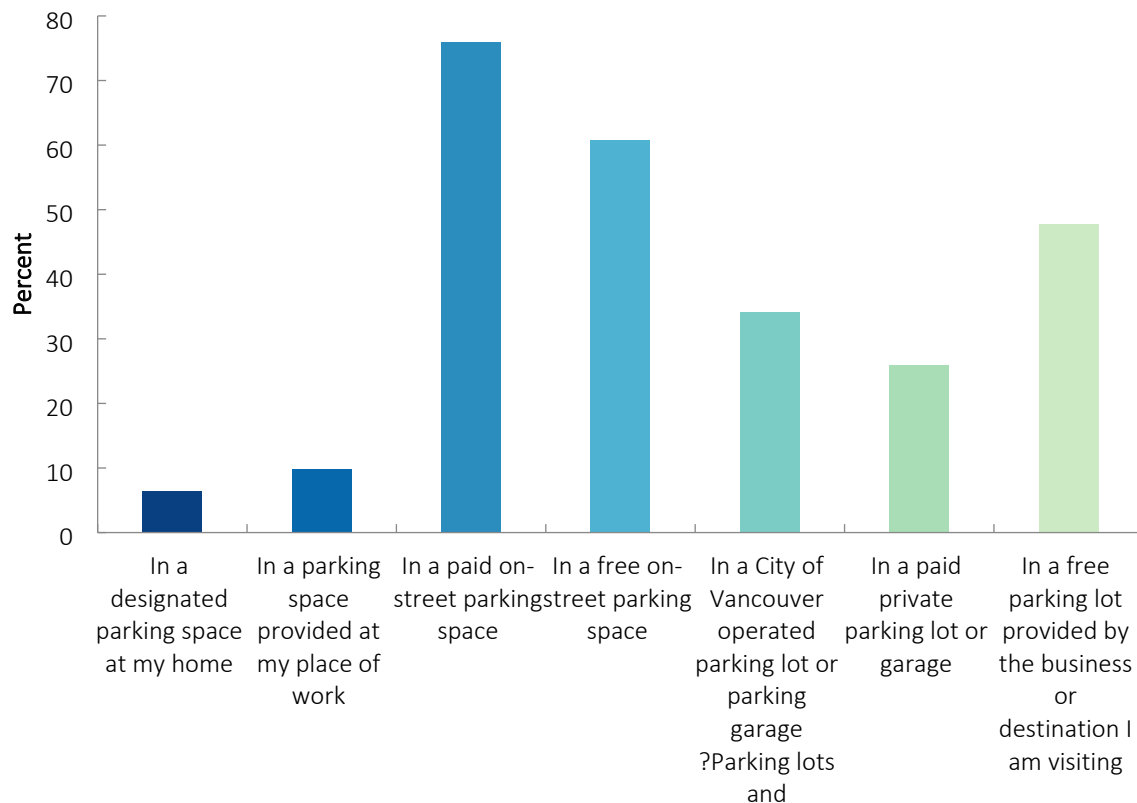
Value	Percent	Count
Yes	13.6%	337
No	86.4%	2,149
	Totals	2,486

2. How often do you use each of the following transportation methods when you're in downtown Vancouver?

	Never		1-10 times a year		1-4 times a month		1-2 times a week		3-4 times a week		5 or more times a week		Response Count
	Count	Row %	Count	Row %	Count	Row %	Count	Row %	Count	Row %	Count	Row %	
Walk, use a wheelchair or assistive device	663	27.4 %	470	19.4 %	498	20.5 %	288	11.9 %	241	9.9%	264	10.9%	2,424
Bicycle	1,793	75.1 %	332	13.9 %	107	4.5%	91	3.8%	45	1.9%	20	0.8%	2,388
Small mobility device like a scooter	2,263	95.2 %	62	2.6%	28	1.2%	11	0.5%	7	0.3%	7	0.3%	2,378
Public transportation	1,918	80.3 %	302	12.6 %	80	3.3%	40	1.7%	27	1.1%	22	0.9%	2,389
Personal vehicle alone (car, truck, or van)	63	2.5%	386	15.5 %	624	25.1 %	448	18.0 %	398	16.0 %	567	22.8%	2,486
Carpool with one or more other people (car, truck, or van)	1,052	44.0 %	579	24.2 %	433	18.1 %	185	7.7%	99	4.1%	43	1.8%	2,391

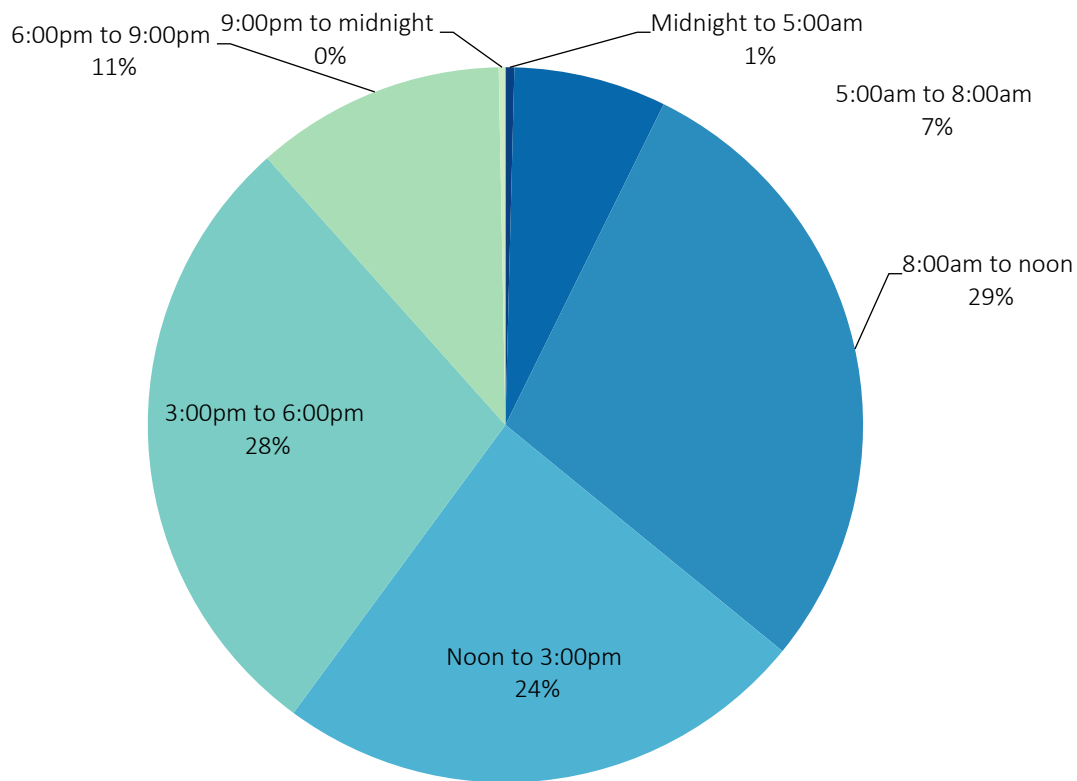
Taxi or ride hailing (Uber, Lyft, etc.)	1,673	70.1 %	596	25.0 %	88	3.7%	21	0.9%	5	0.2%	4	0.2%	2,387
Motorcycle	2,269	95.3 %	65	2.7%	23	1.0%	10	0.4%	10	0.4%	4	0.2%	2,381

3. Where do you park your car when you're in downtown Vancouver? (Select all that apply)



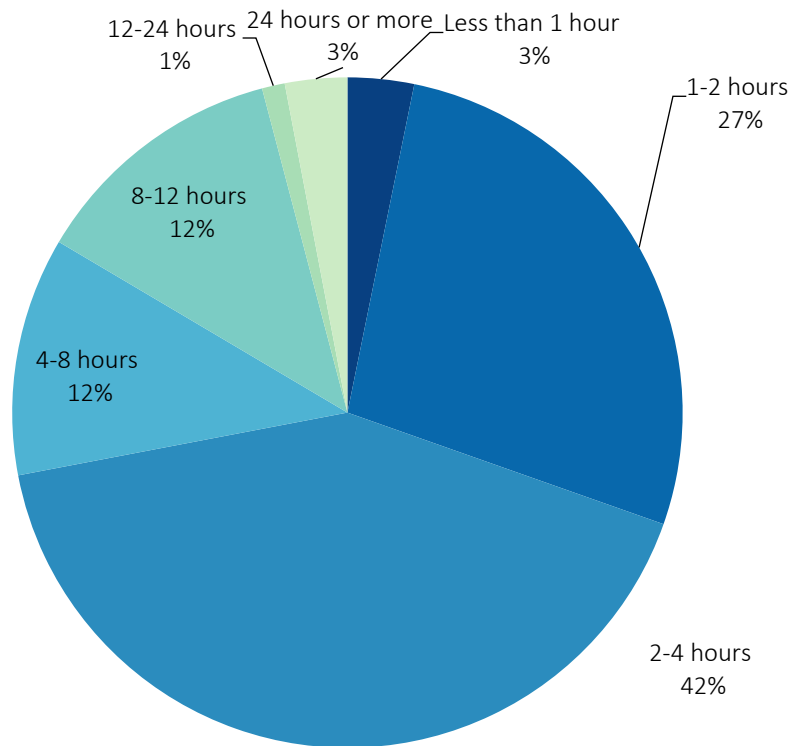
Value	Percent	Count
In a designated parking space at my home	6.4%	157
In a parking space provided at my place of work	9.9%	241
In a paid on-street parking space	75.9%	1,853
In a free on-street parking space	60.8%	1,485
In a City of Vancouver operated parking lot or parking garage? <i>Parking lots and garages operated by the City of Vancouver include:</i> <i>Lot #1 Smith Tower Lot</i> <i>Lot #2 Evergreen Surface Lot</i> <i>Lot #3 City Hall West Lot</i> <i>Lot #11 Broadway Lot and</i> <i>Lot #18 Vancouver center Garage (also known as Park N Go)</i>	34.2%	835
In a paid private parking lot or garage	26.0%	635
In a free parking lot provided by the business or destination I am visiting	47.7%	1,166

4. When you're in downtown Vancouver, what time of day do you typically arrive? If you come to downtown Vancouver at various times of the day depending on your needs, please select the time option that you think you come most often.



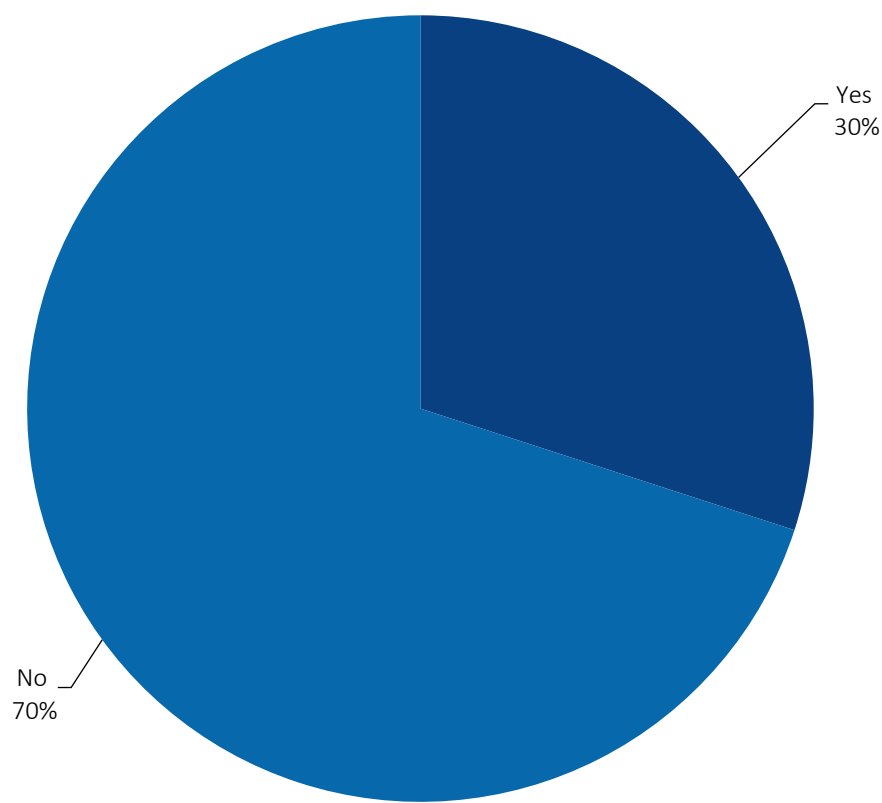
Value	Percent	Count
Midnight to 5:00am	0.4%	10
5:00am to 8:00am	6.9%	172
8:00am to noon	28.6%	710
Noon to 3:00pm	24.2%	599
3:00pm to 6:00pm	28.3%	701
6:00pm to 9:00pm	11.3%	279
9:00pm to midnight	0.3%	8
Totals		2,479

5. When you're in downtown Vancouver, how long is your typical stay?



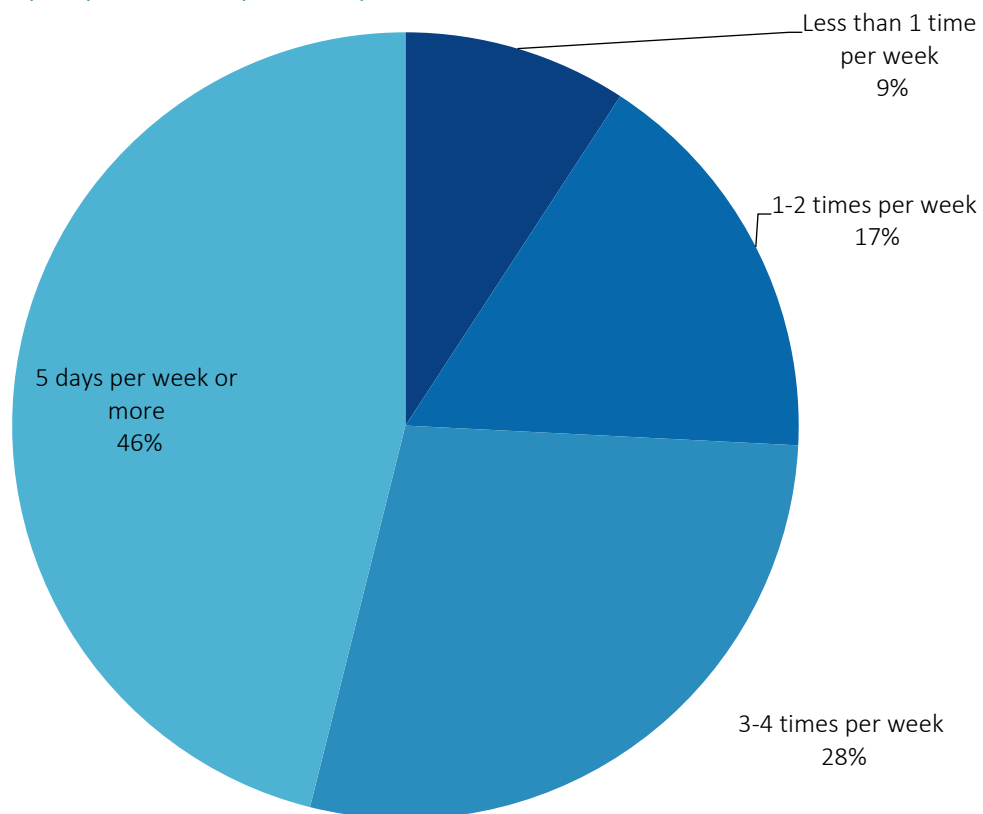
Value	Percent	Count
Less than 1 hour	3.2%	79
1-2 hours	27.2%	676
2-4 hours	41.6%	1,034
4-8 hours	11.5%	285
8-12 hours	12.4%	308
12-24 hours	1.1%	27
24 hours or more	3.0%	74
Totals		2,483

6. Do you ever commute to a workplace in the downtown Vancouver area shown on the map below?



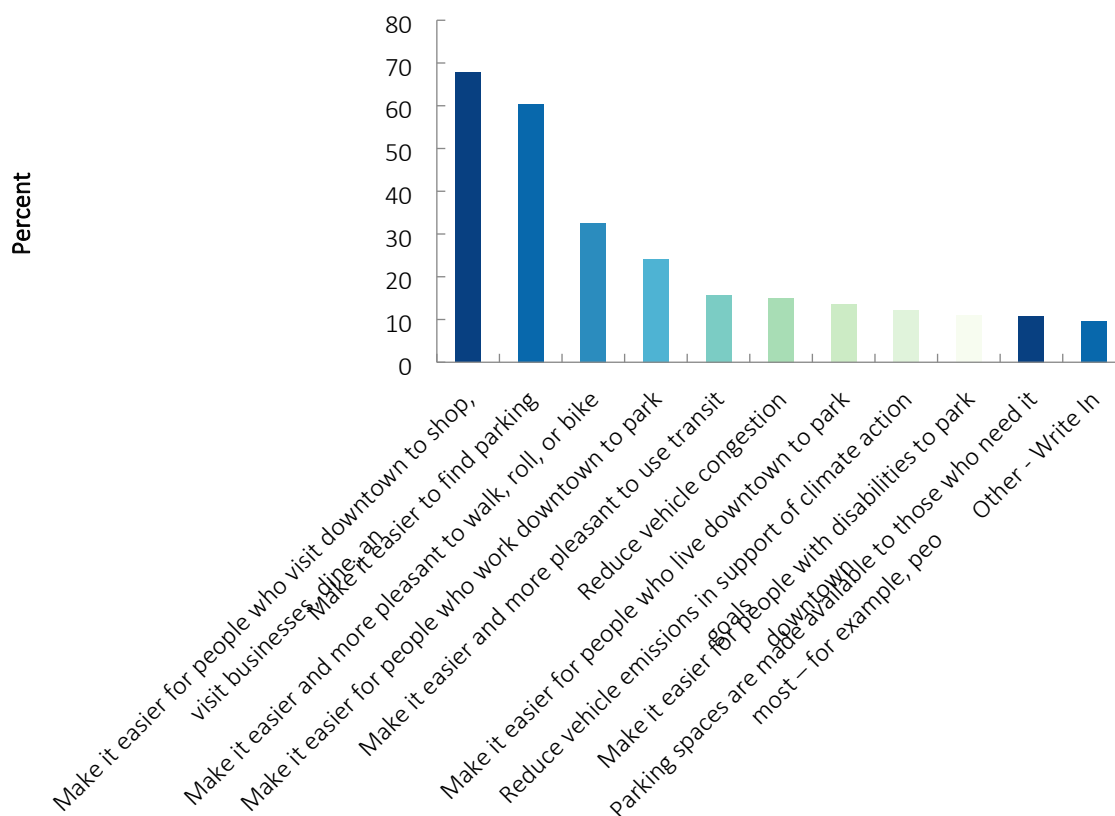
Value	Percent	Count
Yes	30.0%	715
No	70.0%	1,667
	Totals	2,382

7. How frequently do you travel to your workplace in downtown Vancouver?



Value	Percent	Count
Less than 1 time per week	9.2%	64
1-2 times per week	16.6%	116
3-4 times per week	28.1%	196
5 days per week or more	46.1%	321
Totals		697

8. Please choose your top three priorities when it comes to downtown Vancouver transportation.



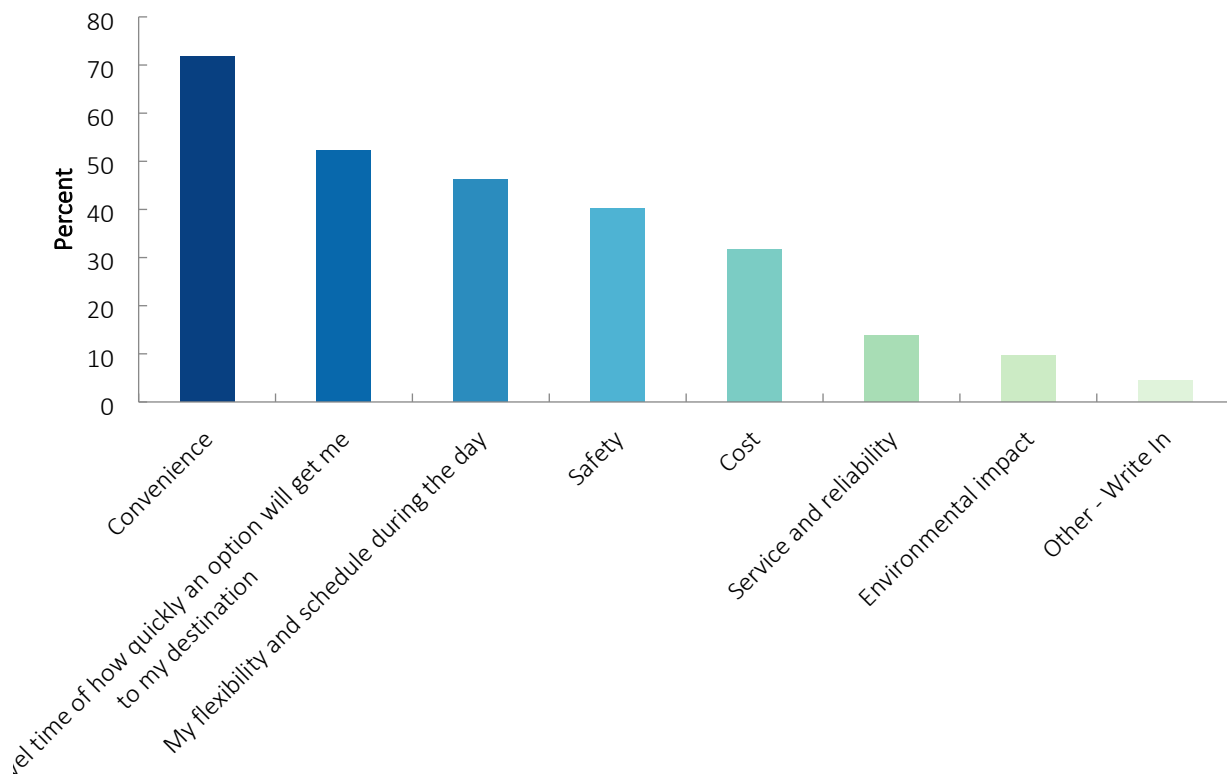
Value	Percent	Count
Make it easier for people who visit downtown to shop, visit businesses, dine, and recreate to park	67.8%	1,624
Make it easier to find parking	60.4%	1,446
Make it easier and more pleasant to walk, roll, or bike	32.6%	780
Make it easier for people who work downtown to park	24.1%	578
Make it easier and more pleasant to use transit	15.7%	376
Reduce vehicle congestion	15.0%	360
Make it easier for people who live downtown to park	13.5%	323
Reduce vehicle emissions in support of climate action goals	12.1%	290
Make it easier for people with disabilities to park downtown	11.0%	264
Parking spaces are made available to those who need it most – for example, people with disabilities.	10.8%	258
Other - Write In	9.7%	233

A summary of responses from the Other- Write in box is summarized below:

- Many respondents asked for free (59) and more affordable parking (28).
- Some asked to improve the payment system for parking, including switch all paid parking to Parking Kitty, improve the screens, and make sure the payment kiosks are properly accepting debit/credit payments (10)
- Some asked to bring back 15-minute free parking spaces or introduce more loading/drop-off zones (12)
- Many people noted that there needs to be more parking spaces, and that they would like to see more garages (22) or monthly/permit parking options (11)

- Many reiterated the choices in the survey:
 - Make it easier to find parking (23)
 - Make it easier and more pleasant to walk, roll, or bike (16)
 - Make it easier and more pleasant to use transit (11)
 - Make it easier for people who work downtown to park (15)
 - Make it easier for people who visit downtown to shop, visit businesses, dine, and recreate to park (11)
- Key written comments:
 - “It’s astonishing that the Parking lots the city put in the waterfront are only one level, they need to be built up to add more parking in the same amount of space.”
 - “There really needs to be more options for affordable, reliable parking for the MANY minimum wage workers that work on the waterfront. An essentially \$2+/hour reduction from minimum wage pay is a massive loss (over 10%) and super inequitable/burdensome to the folks that make the waterfront a destination.”
 - “New apartments that go up should be able to accommodate parking for those that are going to live there instead of making them rely on a city parking permit with the limited spots available.”
 - “Make it easier for accepting debit and credit cards, especially at the waterfront. I had to try 22 times before it took.”

9. Which of the following factors are most important to you when deciding how to get to downtown Vancouver?
Please choose the top three factors that influence your travel decisions.



Value	Percent	Count
Convenience	71.7%	1,709
Travel time of how quickly an option will get me to my destination	52.2%	1,243
My flexibility and schedule during the day	46.3%	1,104
Safety	40.3%	960
Cost	31.7%	756
Service and reliability	13.9%	331
Environmental impact	9.6%	229
Other - Write In	4.5%	107

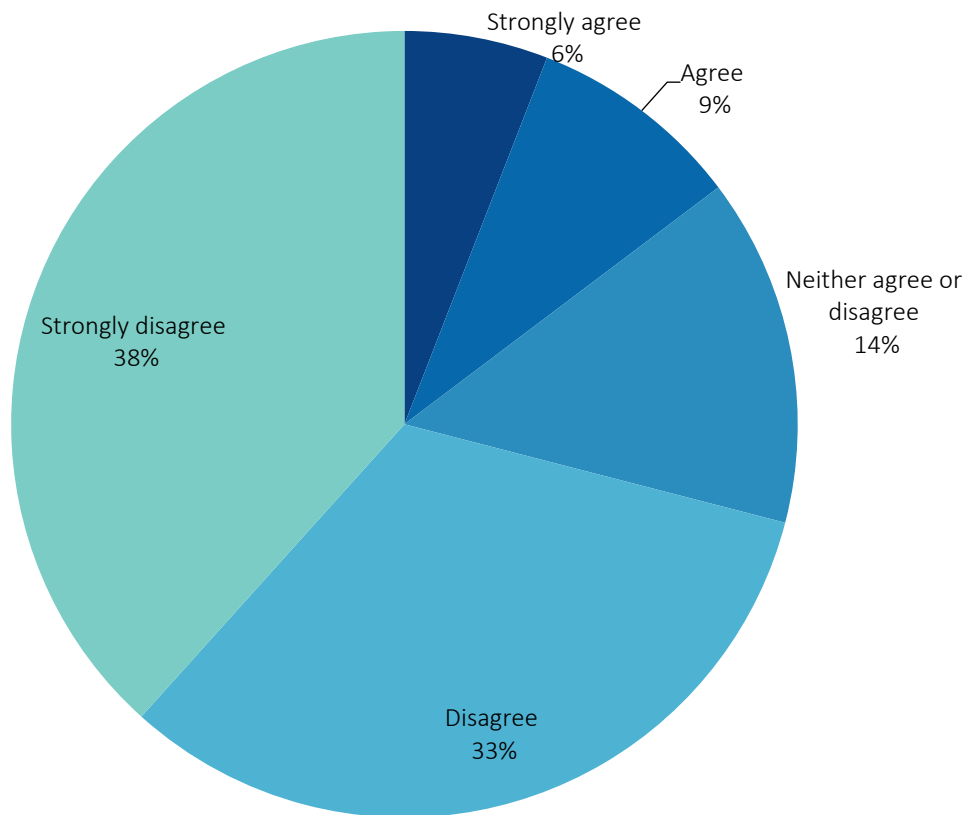
Respondents who took the survey in a language other than English selected Safety as the most important factor.

A summary of responses from the Other- Write in box is summarized below:

- Most respondents said the ability to find parking is their top factor that influences travel decisions (21)
- Some included weather (7), walkability/bike-ability (7), and ability to find free parking (7) as factors influencing their travel decisions
- Some reiterated the choices in the survey, including convenience (9), safety (8), and my flexibility and schedule during the day (4)
- Weather
- Some noted that they must drive because there are no transit options where they live to get downtown (5)

- There were also a variety of unique comments as write-ins
- Key written comments
 - “Avoiding busy streets and crowded parking. Because I’m disabled, I usually must drive downtown. That determines how I get there.”
 - “Comfort. Not needing to deal with the elements by walking, biking, or being stuffed into public transportation.”
 - “I have limited walking mobility so need parking available. I can’t ride a bike or walk but still like to visit downtown businesses.”
 - “I live in a rural county and work downtown. There is no public transit, and very few options even to pay to park at busy times.”
 - “Public garage for waterfront, need available knowledge of garages.”

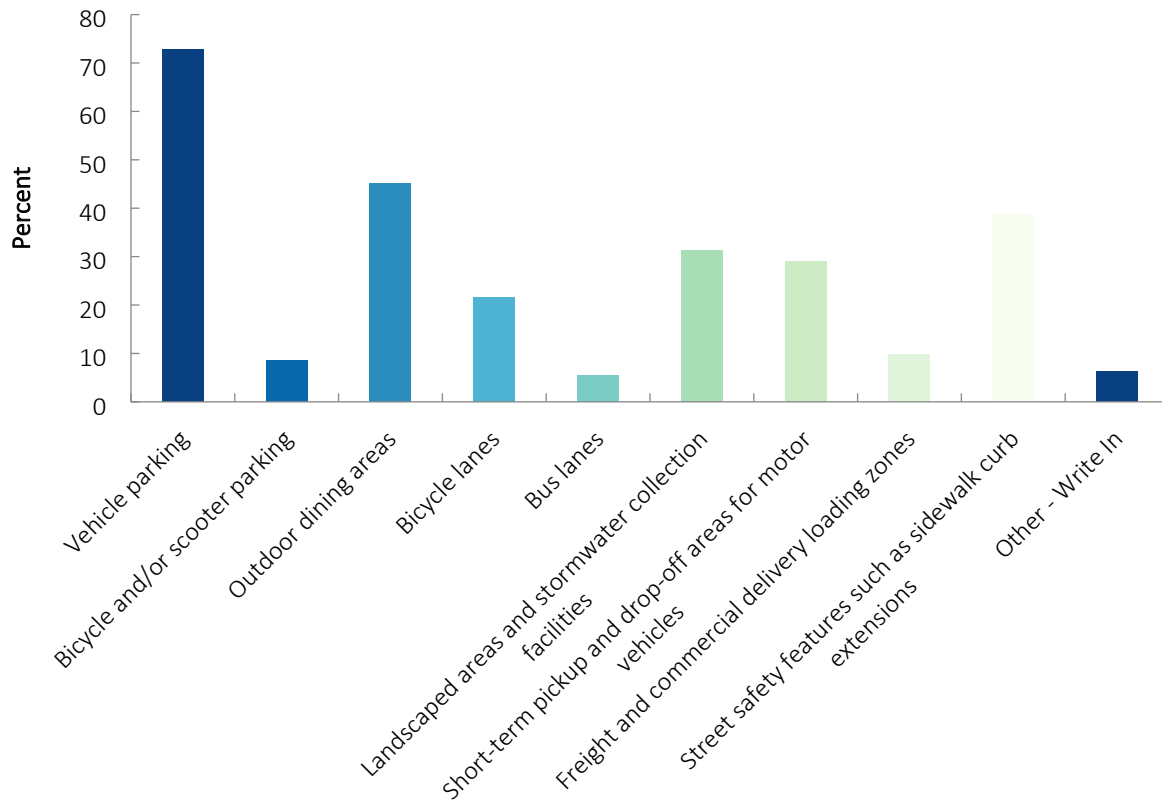
10. To what extent do you agree with the following statement: Parking should cost more when demand for parking is high.



Value	Percent	Count
Strongly agree	5.9%	141
Agree	8.8%	210
Neither agree nor disagree	14.3%	341
Disagree	32.6%	775
Strongly disagree	38.3%	912
Totals		2,379

Respondents who took the survey in a language other than English had a little more agreement that parking should cost more when demand for parking is high than the total respondents. Only about half said *disagree* or *strongly disagree* compared to 71% of total respondents, and 25% strongly agreed compared to 6% of total respondents.

11. Please choose the top three uses you would like prioritized for the street curbsides in downtown Vancouver:



Value	Percent	Count
Vehicle parking	72.9%	1,721
Outdoor dining areas	45.2%	1,066
Street safety features such as sidewalk curb extensions	38.7%	914
Landscaped areas and stormwater collection facilities	31.2%	737
Short-term pickup and drop-off areas for motor vehicles	29.1%	688
Bicycle lanes	21.6%	510
Freight and commercial delivery loading zones	9.9%	234
Bicycle and/or scooter parking	8.5%	201
Other - Write In	6.2%	147
Bus lanes	5.5%	130

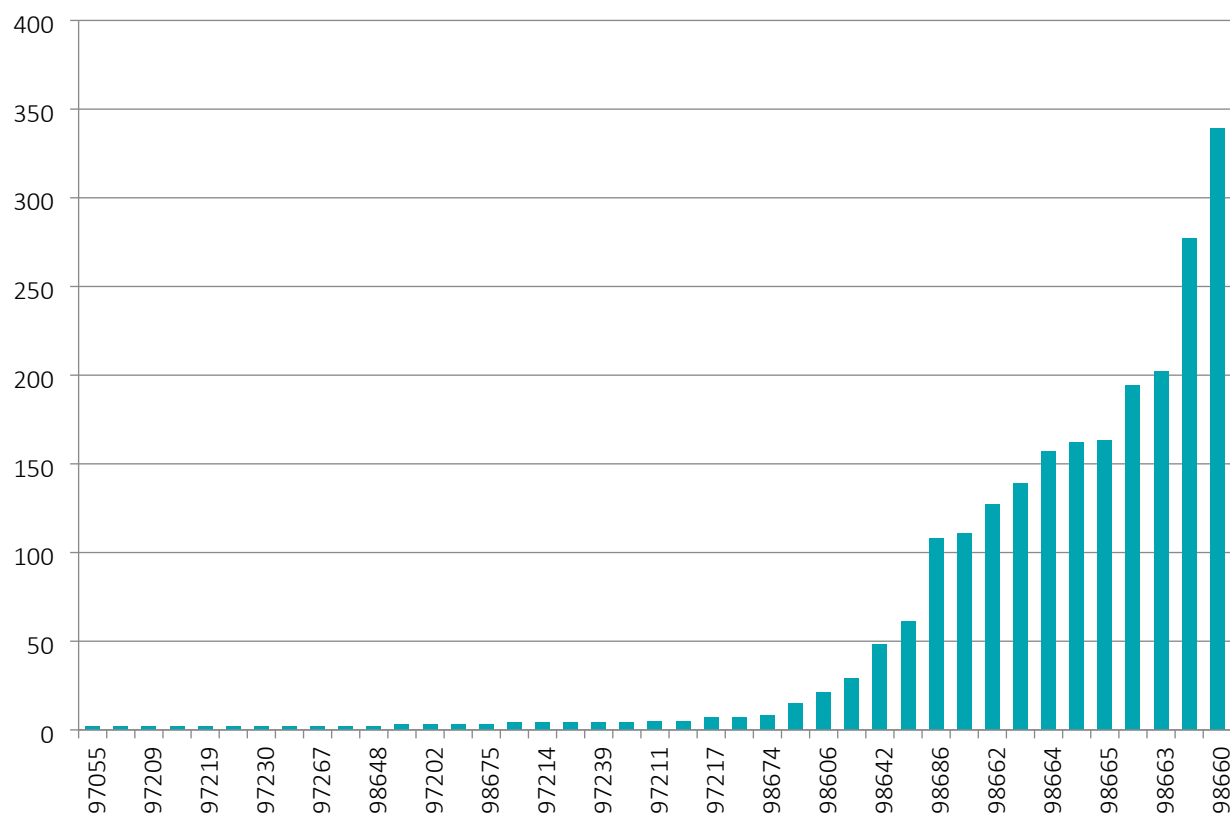
A summary of responses from the Other- Write in box is summarized below:

- Most respondents reiterated that vehicle parking should be prioritized for street curbsides (61)
- Many people noted that they choose to drive because of how unsafe it feels to walk; wish for more crosswalks and other safety improvements (23).
- Many called out free parking as a priority (18).
- Many called out the need for more ADA parking and accessibility (21)
- Some respondents said that addressing safety, trash, and homelessness impacts their ability to park and/or enjoy downtown (13)
- Key written comments:

- “Additional disability parking and sidewalk maintenance to better accommodate those of us who use mobility devices.”
- “Additional residential/permit parking options.”
- “Cheaper daily parking rates for employees who work at the new waterfront area.”
- “Clear parking zones on parking signs.”
- “Convenient park and ride to downtown to access bussing.”
- “Free short-term parking when stopping for 5 minutes to pick something up.”
- “There needs to be a parking garage like the one near Ester Short Park at other locations, maybe one at the north end and another in the middle if parking on the street is restricted. This would also allow for bike lanes and some of the other suggestions.”
- “Welcoming, user friendly, inviting, low cost and free parking. The residents that live downtown should have been provided with necessary parking by the developers. Consumers need to be the number one concern for locals and tourists. If you don't keep this in mind the business will die out. We see this so much in our vehicle travels. Born and raised here it's a very sad thing that you can't hardly find any affordable stores, mostly expensive boutique style. The commissioners are developing our town away.”

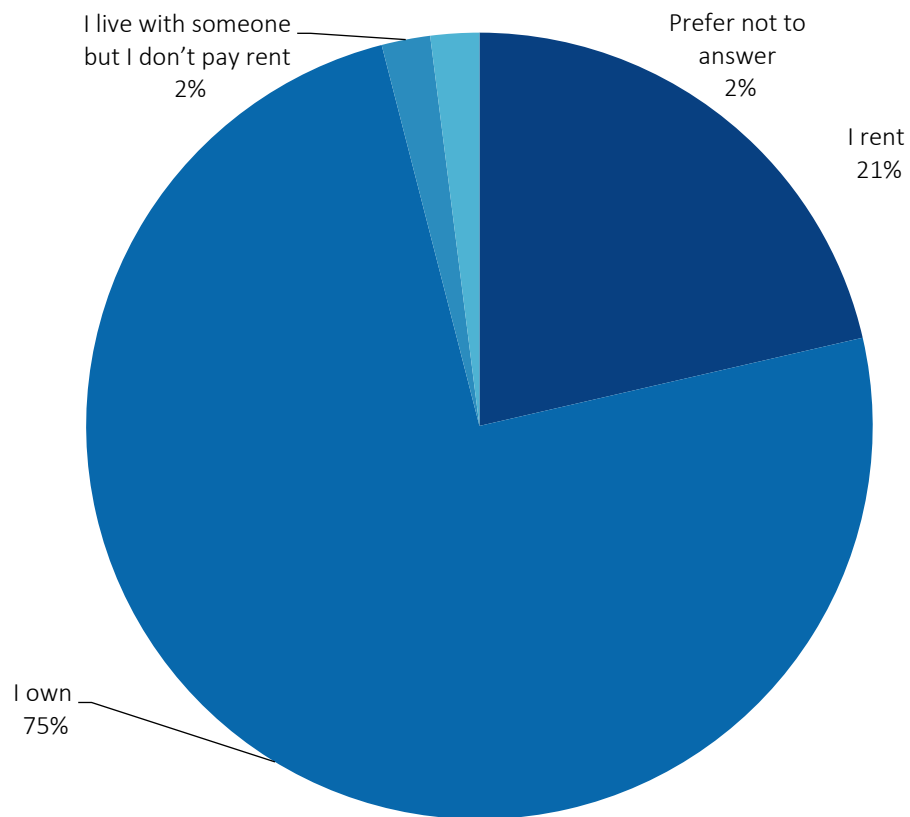
Survey 1 Demographics

12. What is your home zip code?



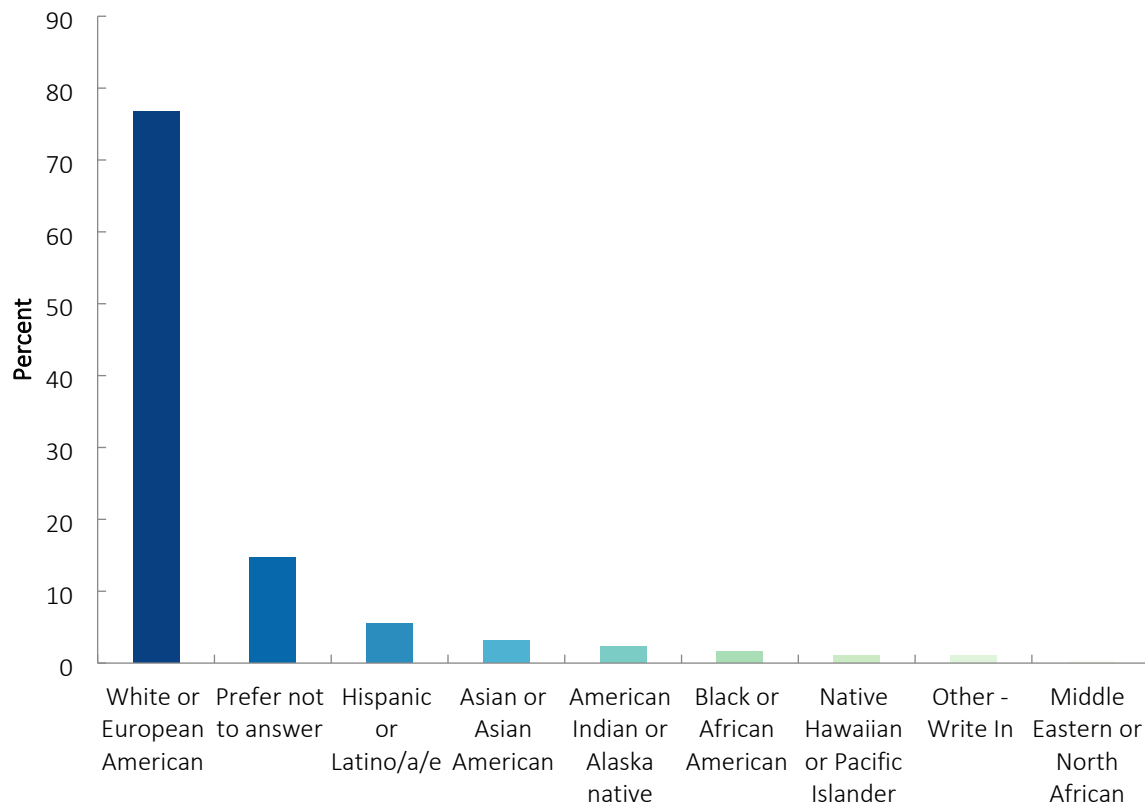
Note: Only zip codes that had more than one response are shown.

13. Which of the following best describes your current housing situation?



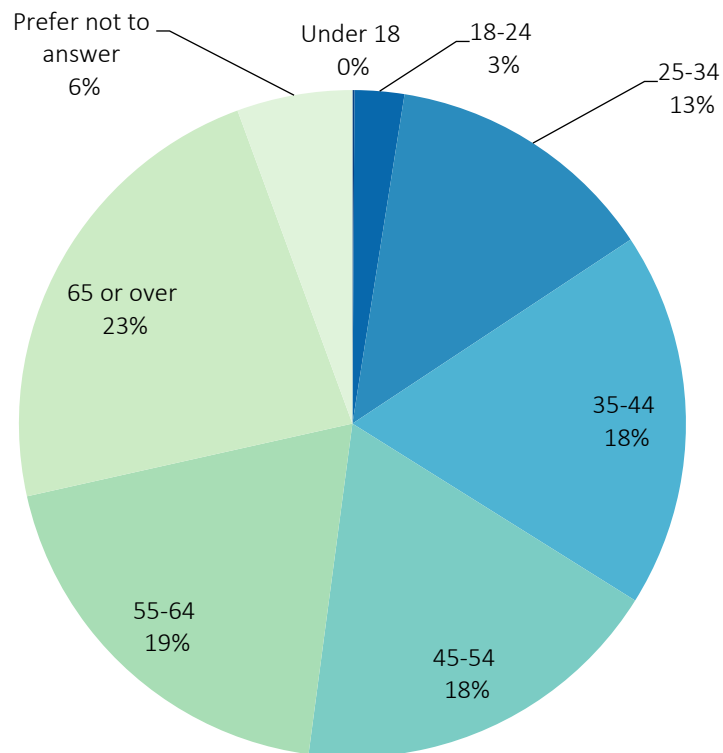
Value	Percent	Count
I rent	21.4%	499
I own	74.6%	1,744
I live with someone but I don't pay rent	2.0%	47
Prefer not to answer	2.0%	47
	Totals	2,337

14. What is your race or ethnicity? (Select all that apply)



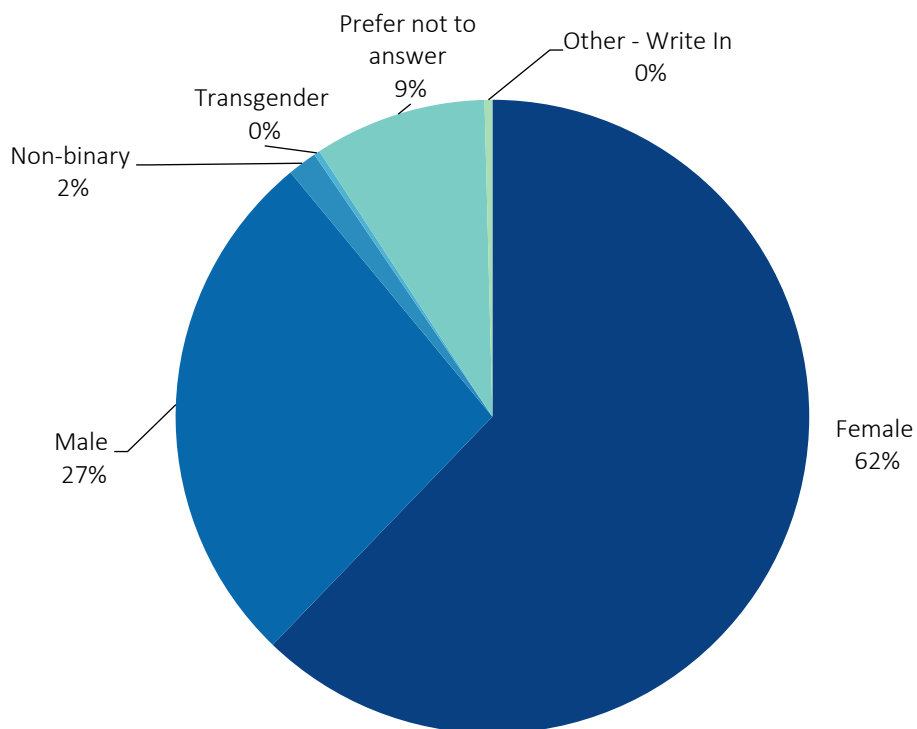
Value	Percent	Count
White or European American	76.8%	1,772
Prefer not to answer	14.7%	340
Hispanic or Latino/a/e	5.5%	127
Asian or Asian American	3.1%	71
American Indian or Alaska native	2.3%	54
Black or African American	1.6%	37
Native Hawaiian or Pacific Islander	1.0%	24
Other - Write In	1.0%	24
Middle Eastern or North African	0.3%	8

15. How old are you?



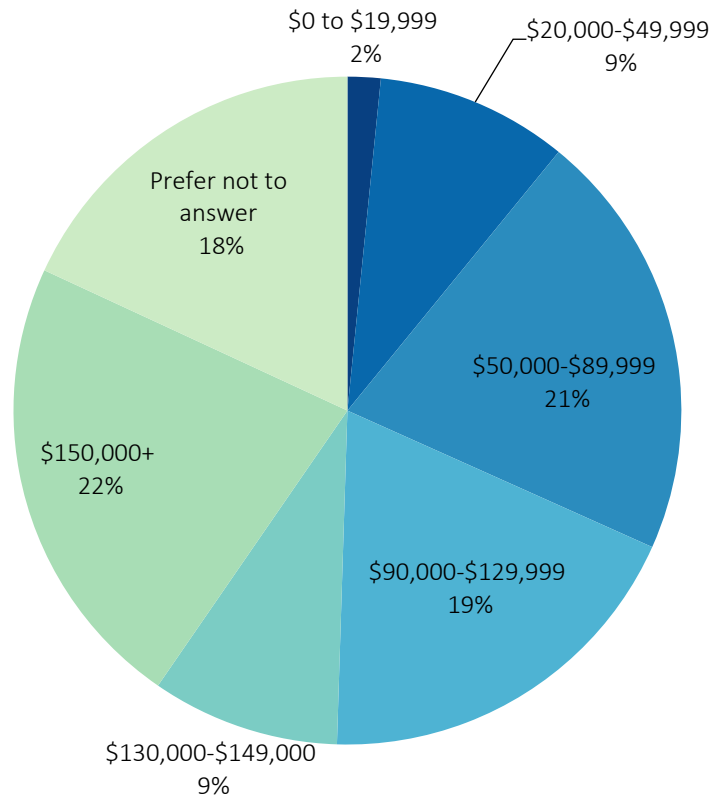
Value	Percent	Count
Under 18	0.1%	2
18-24	2.4%	56
25-34	13.2%	308
35-44	18.2%	423
45-54	18.2%	425
55-64	19.4%	451
65 or over	22.9%	534
Prefer not to answer	5.6%	130
Totals		2,329

16. What is your gender identity or expression?



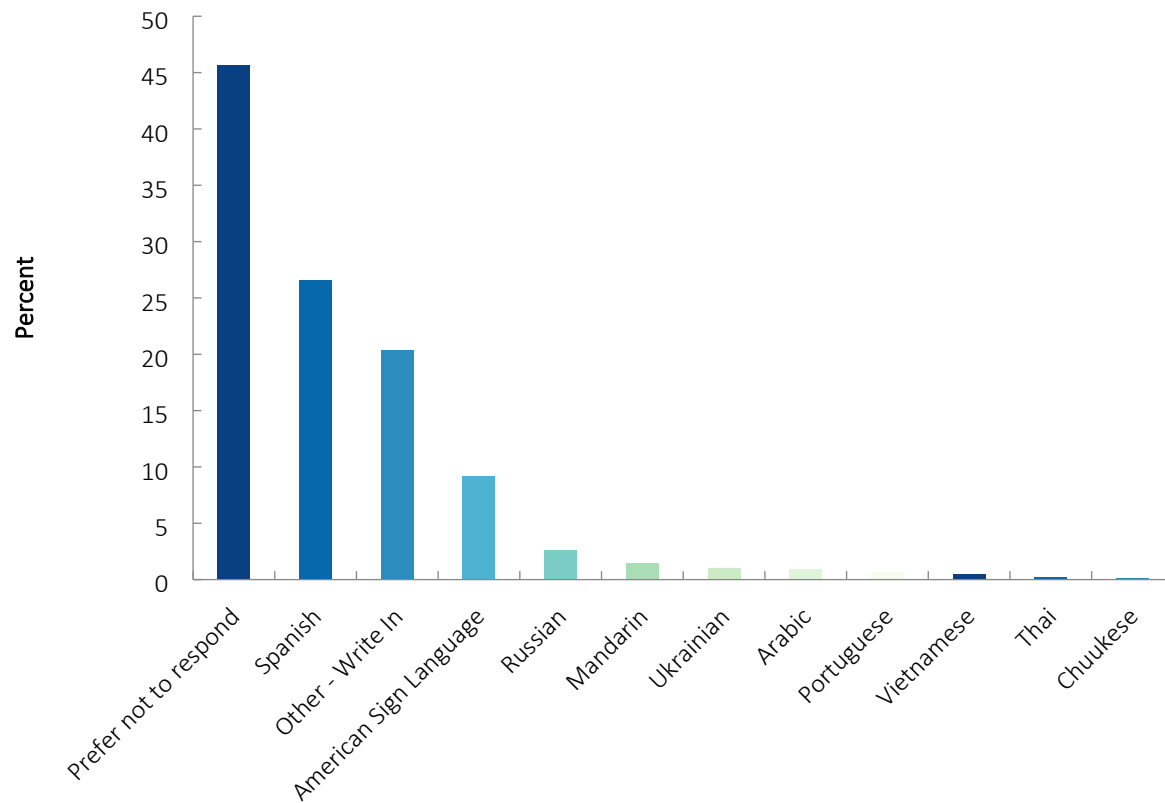
Value	Percent	Count
Female	62.2%	1,433
Male	26.8%	617
Non-binary	1.5%	34
Transgender	0.3%	8
Prefer not to answer	8.8%	203
Other - Write In	0.4%	9
Totals		2,304

17. What is your total household income?



Value	Percent	Count
\$0 to \$19,999	1.6%	38
\$20,000-\$49,999	9.3%	215
\$50,000-\$89,999	20.8%	480
\$90,000-\$129,999	18.8%	435
\$130,000-\$149,000	9.1%	211
\$150,000+	22.3%	515
Prefer not to answer	18.1%	419
	Totals	2,313

18. What languages do you speak other than English? (Select all that apply)



Value	Percent	Count
Vietnamese	0.5%	5
Ukrainian	1.0%	9
Thai	0.2%	2
Spanish	26.6%	242
Russian	2.6%	24
Prefer not to respond	45.7%	416
Portuguese	0.7%	6
Other - Write In	20.4%	186
Mandarin	1.5%	14
Chuukese	0.1%	1
Arabic	0.9%	8
American Sign Language	9.2%	84

Disability Community Meeting: Downtown Parking Plan

Summary of June 17, 2024, Downtown Parking and Mobility Conversation²³

- While work still needs to be done, the overall experience of travelling in a wheelchair has improved throughout the community, including downtown
- Accessible parking options are limited
 - Specific comments regarding the lack of parking around Esther Short for events and Farmers Market; lack of parking near St. James on Washington Street
 - Some of this lack of availability is due to people without placards parking illegally. Support for increased fines and enforcement of regulations.
 - Keep in mind the destination – an accessible spot that’s blocks away from a person’s destination is not accessible after all.
 - Support for the effort to work with local business owners to use private lots on weekends/when not in use
 - “Empathetic” signage and marketing campaigns can help curb abuse/misuse of accessible parking spots
- Parking pay meter accessibility could be better
 - Stickers on meters face up and are not at an accessible height for someone in a wheelchair
- Pickup and drop off locations continue to be an issue, particularly for those who are loading in/out wheelchairs or mobility devices (this was a frequently shared comment during engagement on previous projects)
 - As a result, driver often drop people off in locations such as downtown parking lots, as opposed to designated drop-off areas
- Poorly maintained sidewalks and cobble streets are busting people’s chairs. This can have a profound impact on community members’ mental health or discourage them from visiting certain locations.
 - In addition to cracked sidewalks, uneven pavement and areas with asphalt, including spaces around street trees, present hazards for people who use mobility devices
- Bus service does not always take folks exactly where they want to go; for example, people may still need to travel a few blocks to get to their destinations.
 - There may be benefit in mapping these locations (identifying high-priority routes between drop-off locations and major destinations landmarks) to improve wayfinding
- Bus service may need to be expanded to meet the needs of more downtown visitors
 - There is interest in bringing bus service back to the Waterfront, something that C-TRAN staff have also spoken about.
 - Bus system is “good but not great” and is at the “tipping point” of not working for disabled folks needing to use it for most of their transportation needs
- Wherever we can create a blueprint and reuse that around the city at other locations, we should increase the predictability of how to access a particular type of space for someone who is blind
 - Example given that parklets are all designed differently and create a mobility hazard for blind folks

²³ Notes prepared by Jen Dugger Spalding, City of Vancouver ADA Coordinator

Discussion Topics Details

Other uses for sidewalks (Support in favor of the following):

- More community garden spaces, edible fruit trees, dedicated areas for buskers
 - Comment: There's an ongoing discussion to add a few small community gardens in the core downtown. Challenges include property permissions and addressing urban stress / vandalism aspects. Those interested in the project can email: Ambassador@vdausa.org)
 - Seattle Center Garage has a community garden for the Uptown neighborhood. It is on the top floor; you can see it on Google Maps.
- Safe places for bikes in the community
- Curb-less configurations
- Future planning for closing the street, where are the spaces, what's the side street parking like, off-loading areas
- More artists!
- Pedestrian only streets
- Covered areas (Flexible covered sidewalks in Iraq)

Across conversations for the Comp Plan, Heights District, Main Street Promise and Waterfront Gateway, community members also recommended that the City:

- Implement universal design guidelines from the [American Society of Landscape Architects](#) or other organizations, including:
 - Textured paving and textured transitions, helping people understand where they are on the street
 - Accessible sidewalks, free of obstructions, such as major cracks or rises in the pavement
 - Accessible wayfinding, including signs with braille or scannable QR codes for people with low vision
 - Public spaces that are comfortable for people using a mobility device, including seating options that can accommodate multiple users, for example someone in a wheelchair or mobility scooter at the same table as someone sitting on a bench
 - Creating [DeafScapes](#), which design street spaces to better meet [Deafspace design guidelines](#)
 - Use colors that help reduce glare and minimize overstimulation for neurodivergent community members
- Expand use of accessible pedestrian signals throughout the city; blind community members have reported that crossings with audible walk indicators make it easier and safer to visit downtown
- The need for dedicated pickup and drop-off locations for folks using van services, such as C-TRAN's C-VAN or vehicles from Community in Motion
- Offer more thoughtful alternate routes when streets are blocked by construction; crossing unexpectedly is often not possible for people using a mobility device; notices at intersections were recommended to let people know that the street ahead was not navigable

General Comments:

- You need 8 ft clearance from accessible vans and most people have right entrance to the car but some have rear entrance. Really difficult to get people out of the vehicle. Consider where the ramp is because if it's not close, it's difficult. Notifications of construction and how it's going to impact them is critical.
- Intersections need to be uniform; use the feedback from mobility impaired individuals to help make these intersections
- Lower buttons downtown (like what we've done in newer places) that are so hard to reach than
- For everyone involved in planning, do a week without driving so you can get to know how hard it is.

- South Korea has a solar panel bike highway.
- Amsterdam and Rome are very walkable, have good parking options, we should look to them
- Would it be appropriate to include the availability of public restrooms while developing the parking/accessibility plan? What is happening with the restrooms going away at C-TRAN transit centers
- Parking garages need to be clearly marked and brightly lit
- Remind businesses to keep their A frame signage out of the way
- Address areas of high ADA need - Example, assisted living centers, seniors' places, etc.
- Question for speaker: Which bike racks are in the middle of the sidewalk? They all should be to the side and allow the required space.
- Have a feedback and reporting mechanism for accessibility issues.
- Question: Are there plans for seating / rest spots to help people with mobility impairments can rest? I know the Main Street Promise designs includes street amenities.

Appendix E: Existing Conditions Photos

Figure 25 Off-street and on-street parking options are available throughout Downtown



Figure 26 Street parking in the Waterfront, which is one of the busier parking areas in Vancouver



Figure 27 Some street parking spaces have been converted into outdoor dining parklets



Figure 28 Trucks often use street travel lanes to park for freight deliveries



Figure 29 Example on-street parking regulations for permit parking



Figure 30 The City operates hundreds of spaces in the Park 'N Go Garage



Figure 31 A new 800-space parking garage will open in the Waterfront in August 2024



Figure 32 Several parking lots on the Waterfront are for sale and could become developments



Figure 33 Most on-street parking can be purchased with the Parking Kitty app or paystation



Figure 34 Some private parking owners require payment for public-use parking in their lot



Figure 35 A new bicycle lane on E 15th Street with parking protection



Figure 36 Downtown wayfinding signs including parking information



Figure 37 Short-term curb space for hotel loading



Figure 38 Short-term curb space for restaurant pickup



Figure 39 Curb sign markings for a 2-hour parking space that requires payment



Figure 40 Parking regulations in some City-run lots are difficult to interpret



OUR VANCOUVER

OUR FUTURE 2045

City Council Workshop

Rebecca Kennedy, Deputy Director, Community Development
Nicole McDermott, Consultant Project Manager, WSP

September 9, 2024

Agenda

- Workshop purpose and feedback needed
- Brief overview of Comprehensive Plan purpose, guiding local policy direction, and new state laws
- Process for developing land use possibilities
- Review draft possibilities
 - No action
 - Possibility A: More dispersed
 - Possibility B: More concentrated
- Next Steps

Workshop Purpose

Council feedback on:

- Do the possibilities represent the full range of options the Council would like analyzed through the environmental review process?
- Are there other options that should be included in one of the possibilities?

What comes after this:

- Draft Environmental Impact Statement (DEIS) anticipated for release in January 2025
- Significant community engagement to review DEIS findings of possibilities and provide input and feedback on preferred possibility to move forward
- Detailed Council and PC review of DEIS findings and engagement feedback to support identification of preferred possibility

Comprehensive Plan Overview

- Cities in Washington State are required to plan for **housing, land use, transportation, parks, and infrastructure** for expected population growth.
- Vancouver's last major plan was in 2011 and much has changed since then. The last complete code update was done in 2004.
- The Comprehensive Plan will guide Vancouver planning, growth, development, and resources for the next 20 years.



Guiding Policy

- Council priorities of climate, equity and community safety
- Housing Action, Essential Places, net GHG neutrality by 2040
- Equitable engagement

New State laws

- HB 1220: housing targets, calibrated by population, for number of total units, number of affordable units in different income bands, and number of permanently supportive housing units
- HB 1110: duplexes, triplexes, fourplexes and stacked flats in all residential zones; 4 – 6 units per lot
- HB 1337: minimum two accessory dwelling units per lot up to 1,000 sf
- Lots of work on building codes- significantly SB 5491 single stairway structures up to six stories
- Process reform, significantly HB 5412 Expansion of State Environmental Policy Act (SEPA) exemptions

The Comprehensive Planning Process



Collect and
Analyze Data



Identify initial
Focus Areas



Mapping Workshops to
create Land Use
Possibilities



Evaluate
and refine

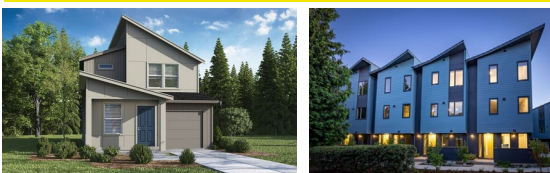
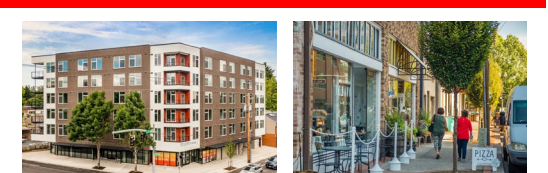


We are here

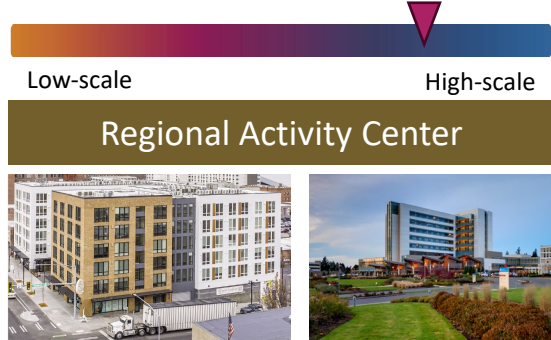


Develop
Future Land
Use Map

Place Types

 Low-scale High-scale	 Low-scale High-scale	 Low-scale High-scale	 Low-scale High-scale
Low-Scale Neighborhood	Medium-Scale Neighborhood	Mixed-Use Neighborhood	Institutional/Campus
			
• 1 to 3 stories • Includes single-family, duplexes, townhouses, quadplexes, and sixplexes • Includes small-scale commercial – cafes, salons, professional services and restaurants	• 2 to 4 stories • Housing types include stacked flats, courtyard and multifamily buildings • Includes commercial activities like cafes, restaurants, small offices, and retail	• 3 to 7 stories • Housing types multifamily buildings at a variety of scales • Includes commercial or retail like professional offices, cafes, restaurants, small grocery stores, retail goods, and medical providers	• 2 to 12 stories • Includes buildings for athletic facilities, event spaces, and accessory uses for institutions • Housing types include townhouses and multifamily and mid-rise buildings

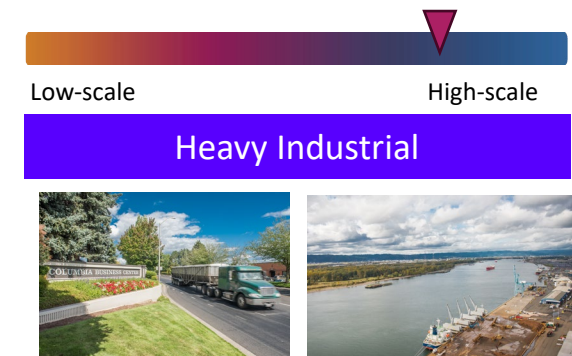
Place Types



- 3 to 12 stories
- Compact mixed-use development that maximizes residential, commercial, and open space
- Housing types include multifamily and mid-rise buildings

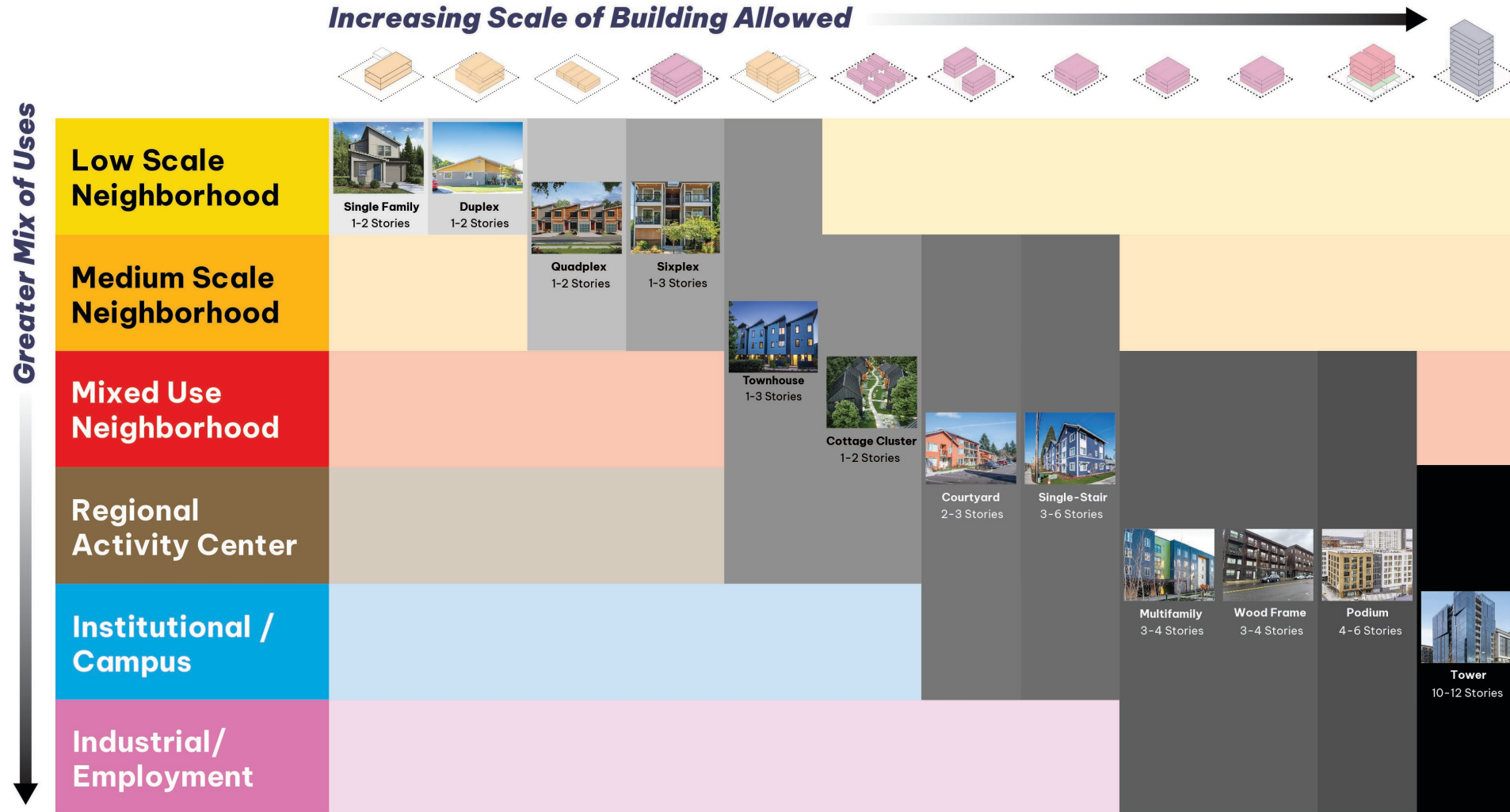


- 2 to 12 stories
- Large-scale, single-tenant industrial, warehouse, and flex space and smaller, multi-tenant buildings
- Housing types include courtyard apartments and multifamily and mid-rise buildings

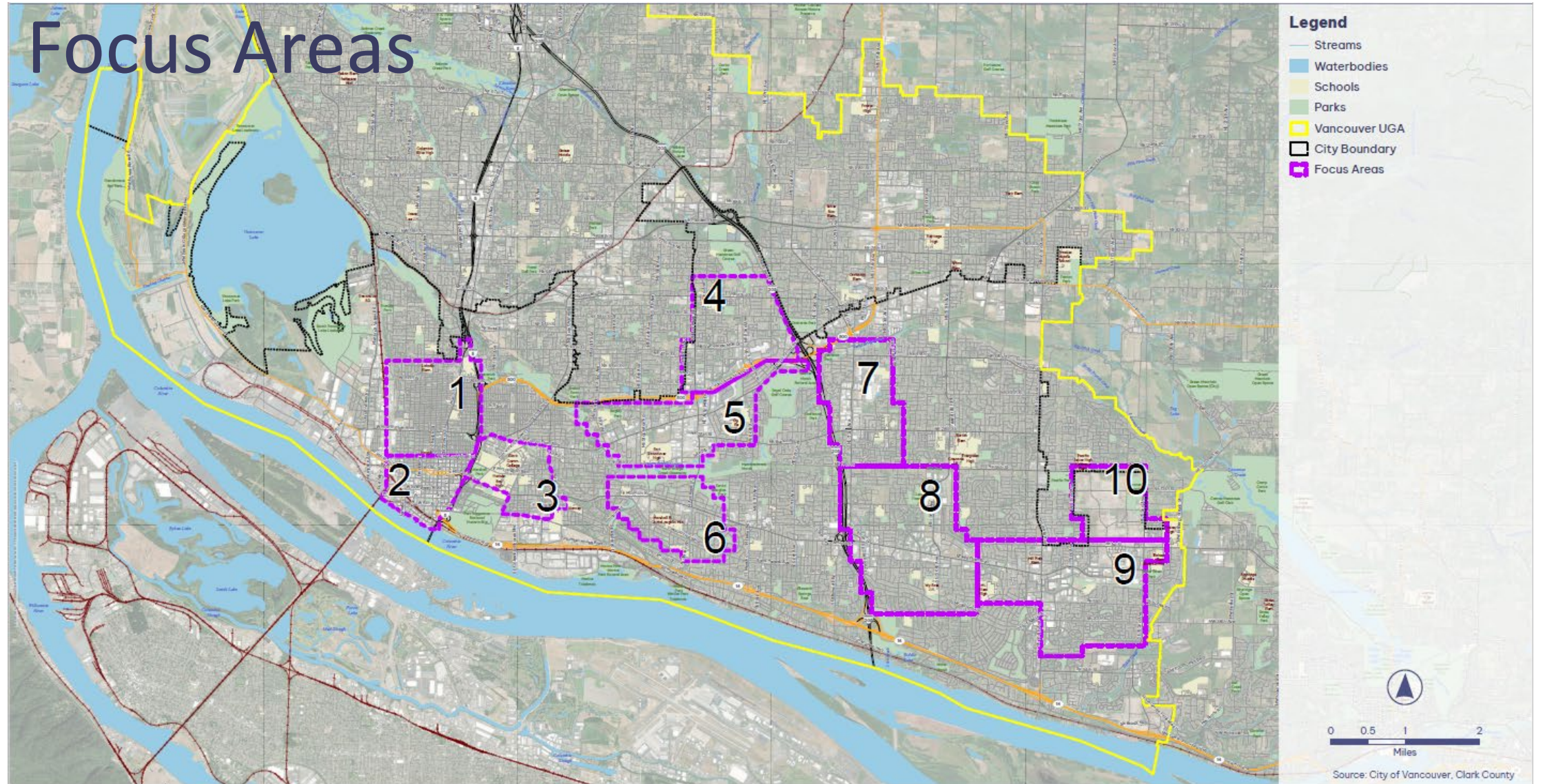


- Lands dedicated to heavy industrial uses, including manufacturing and production
- Housing is not allowed

Mixed Use Place Types



Focus Areas



Community Workshops

- Hosted community mapping workshops in April and May.
- Asked participants to identify locations within the focus areas that could support different “place types”.
- Community feedback included 37 maps that identified place types in focus areas throughout the City.

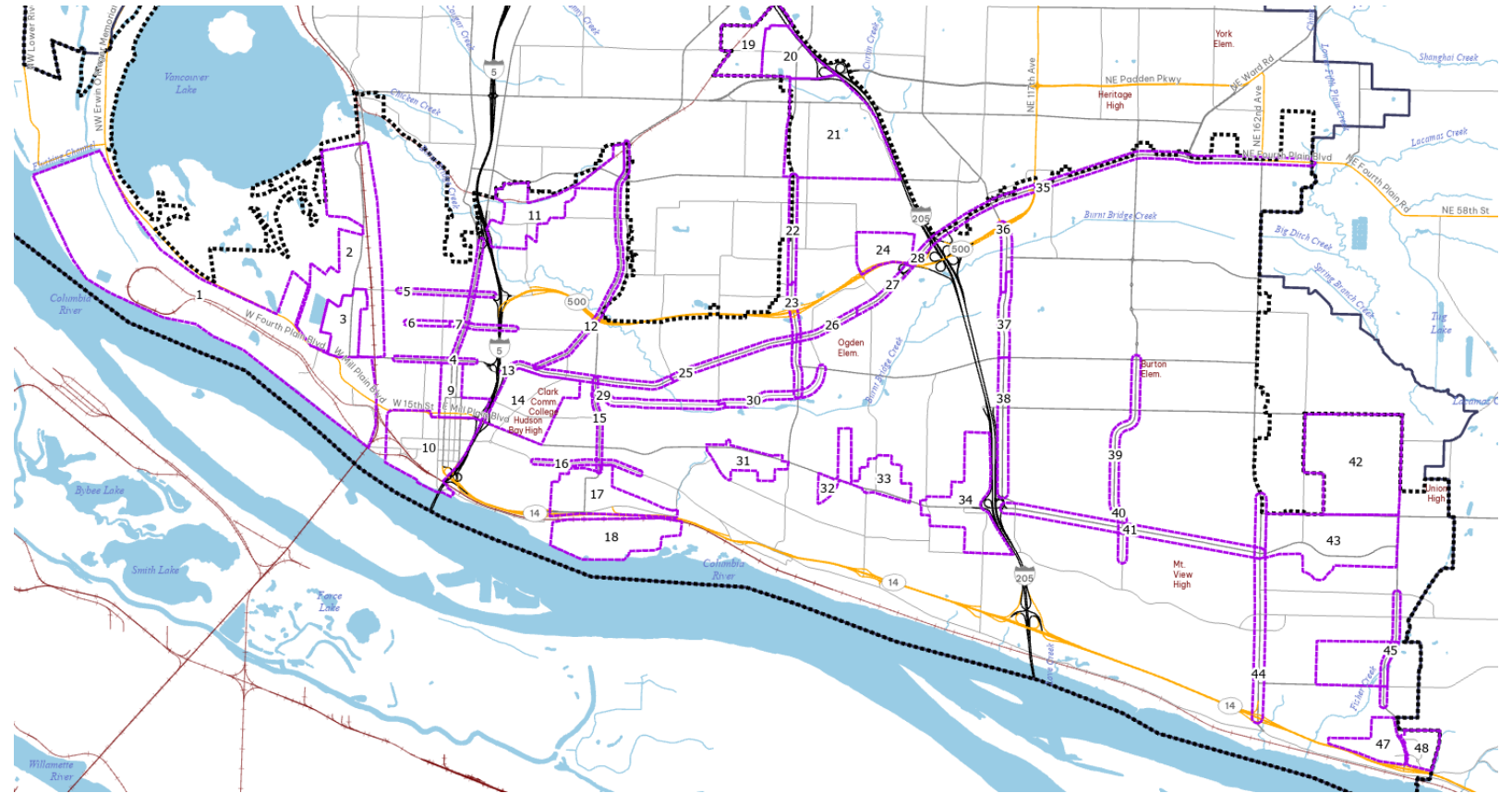


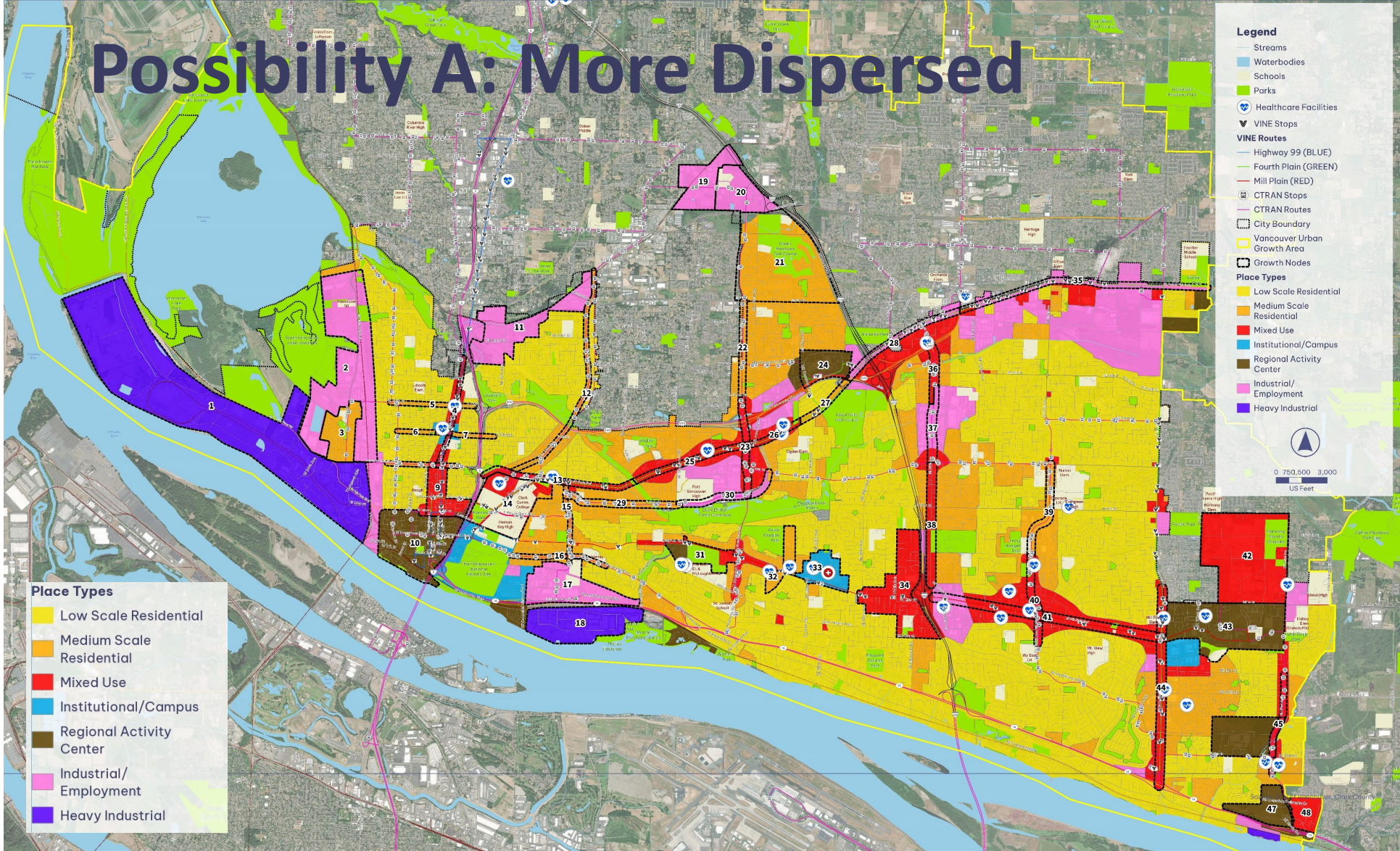
Feedback themes

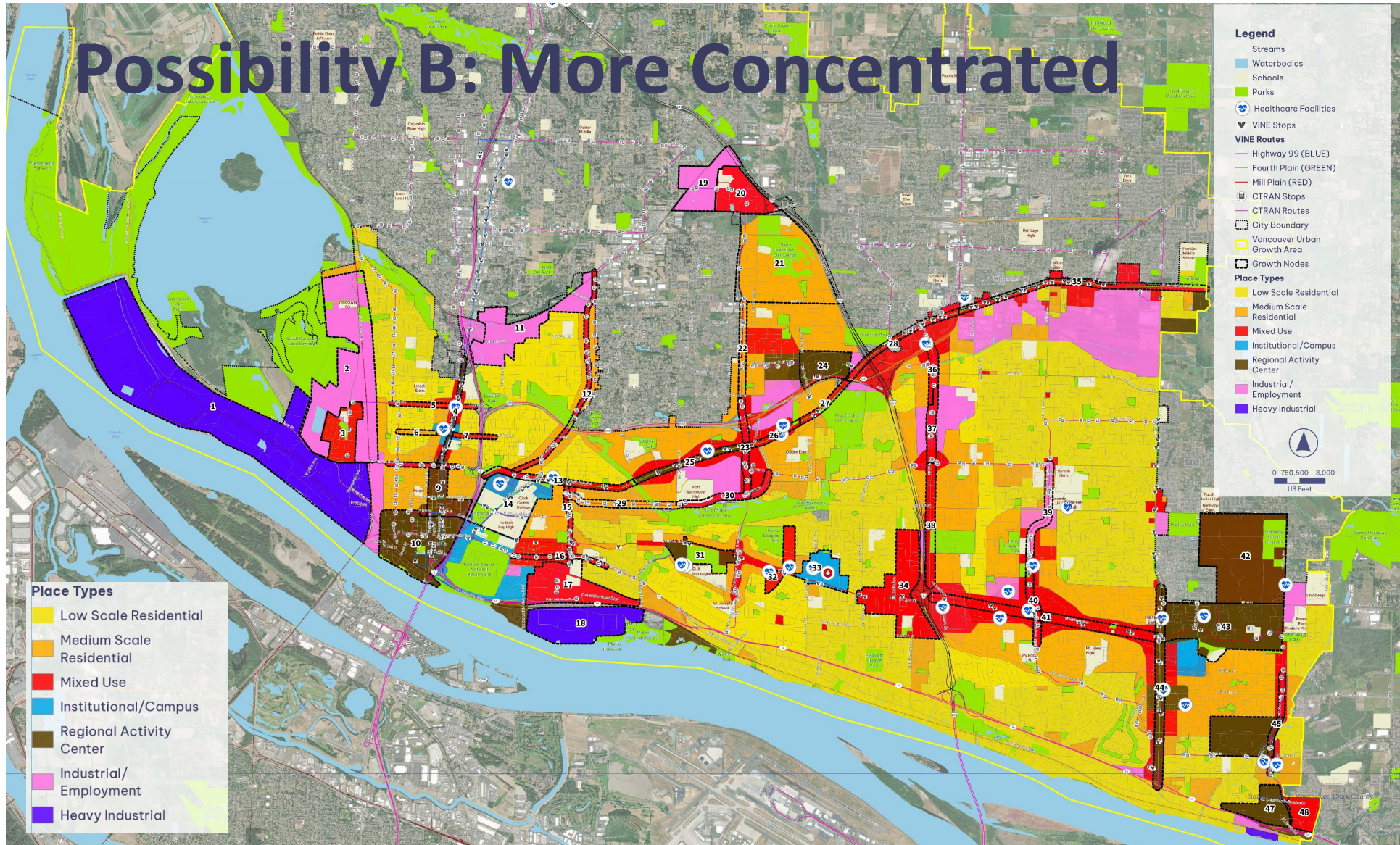
- Provide a variety of housing options- lots of interest in middle housing
- Locate more housing near parks and schools
- Focus growth near transit and major roadways, in areas that already have higher intensity uses + infrastructure
- Add more opportunities for economic activity / jobs
- Mix land uses to provide housing, employment, retail and services close to each other
- Include community resources – childcare, senior/community centers, parks, healthcare – near housing and transit
- Maintain low-scale neighborhoods throughout the City/ include buffers + transitions
- Change is hard- many comments about not wanting growth or change

Growth Nodes

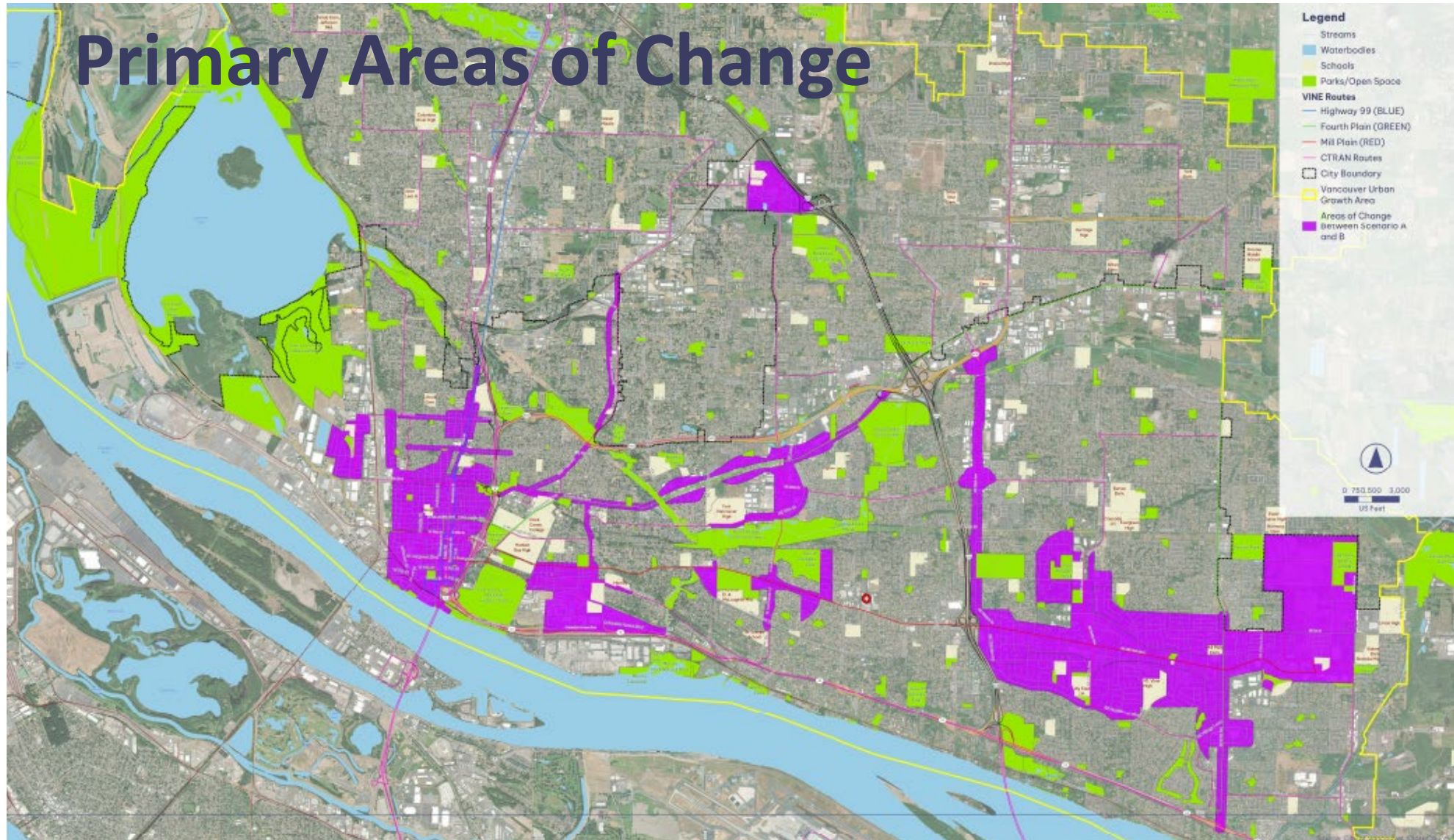
- More specific growth areas derived from focus areas
- Likely to see the most development over the next 20 years.
- Prepared two possibilities for each of the nodes and surrounding areas.
- Other, small clusters of neighborhood serving commercial are included.







Primary Areas of Change



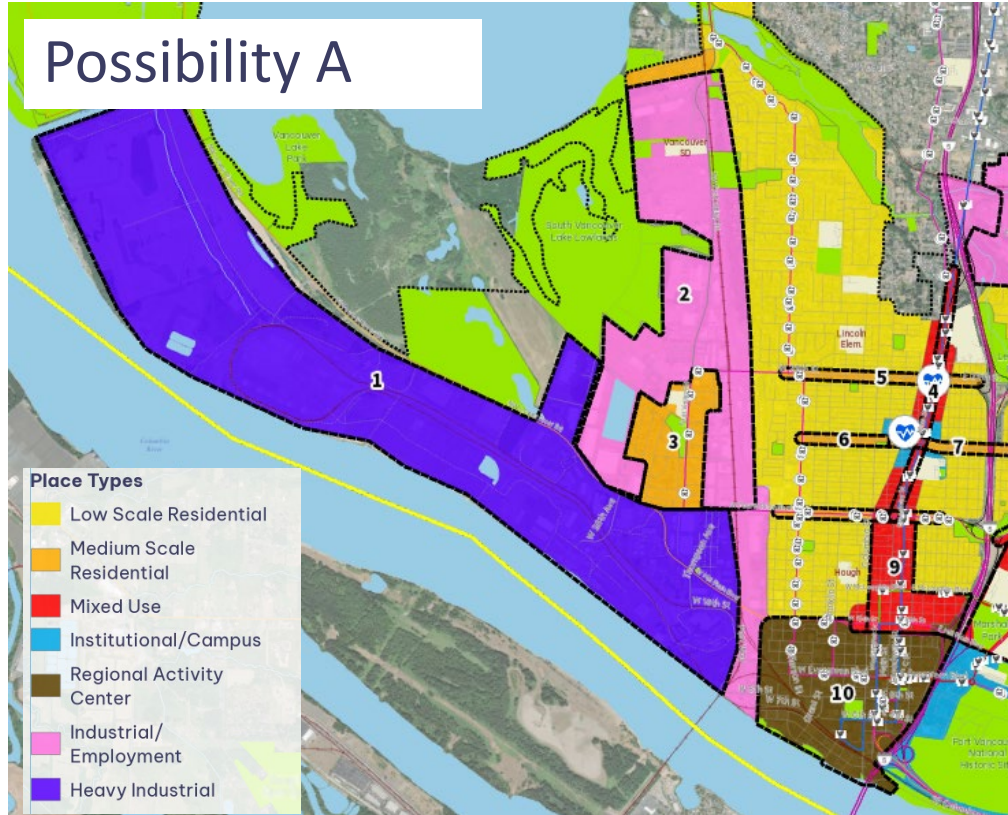
Percent of Land by Designation				
Place type	Possibility A		Possibility B	
	Growth Nodes & Adjacent Areas	City Wide	Growth Nodes & Adjacent Areas	City Wide
Low Scale Residential	25%	45%	15%	39%
Medium Scale Residential	22%	17%	27%	20%
Employment/Industrial	15%	12%	11%	10%
Mixed Use	18%	12%	19%	13%
Institutional/Campus	1%	2%	3%	3%
Regional Activity Center	7%	5%	14%	9%
Heavy Industrial	11%	7%	11%	7%

	Description	Housing	Jobs*
Possibility A- More Dispersed	• Growth in nodes • Areas outside nodes similar to existing	• More housing, particularly near transit • Retains more low scale neighborhoods	• Jobs centers supported by adjacent mixed use • Retail focused along corridors / transit lines
Possibility B- More Concentrated	• More growth overall • Higher intensity of development • More change in areas adjacent to nodes	• More housing overall + in more places • More medium scale neighborhoods	• Regional Activity Centers across City = more jobs in more places • Increased retail along corridors + in neighborhoods

*Both possibilities maintain existing heavy industrial

West of I-5

Possibility A



- More Mixed Use along Main Street and Medium-Scale Neighborhood along east/west, adjacent neighborhoods low intensity



Mixed Use



Low-Scale



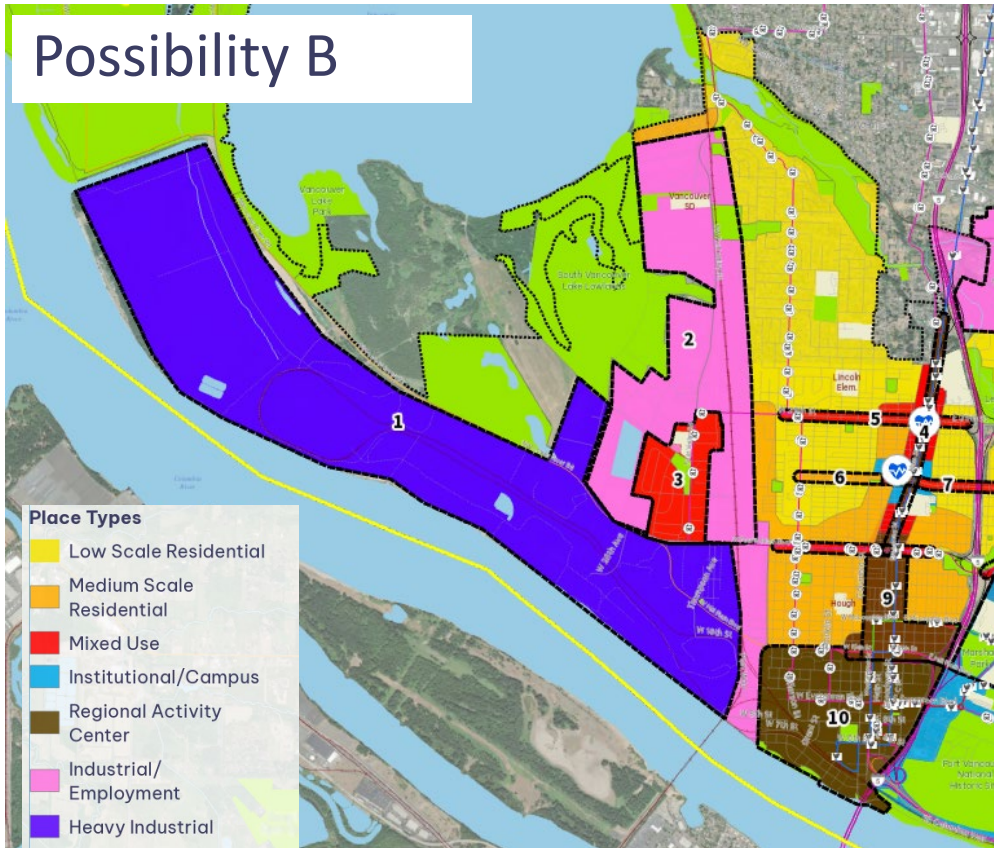
Medium-Scale



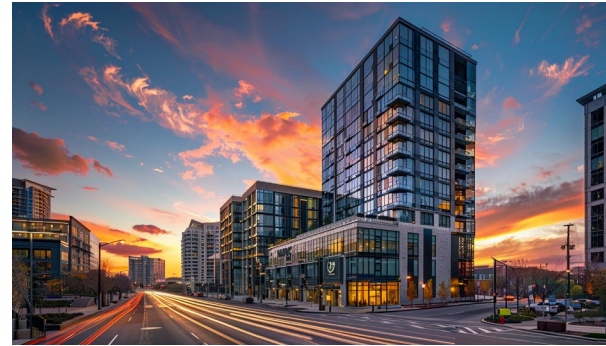
Employment

West of I-5

Possibility B



- More Regional Activity along Main Street, Mixed Use along east/west corridors, more medium intensity adjacent to nodes.



Regional Activity

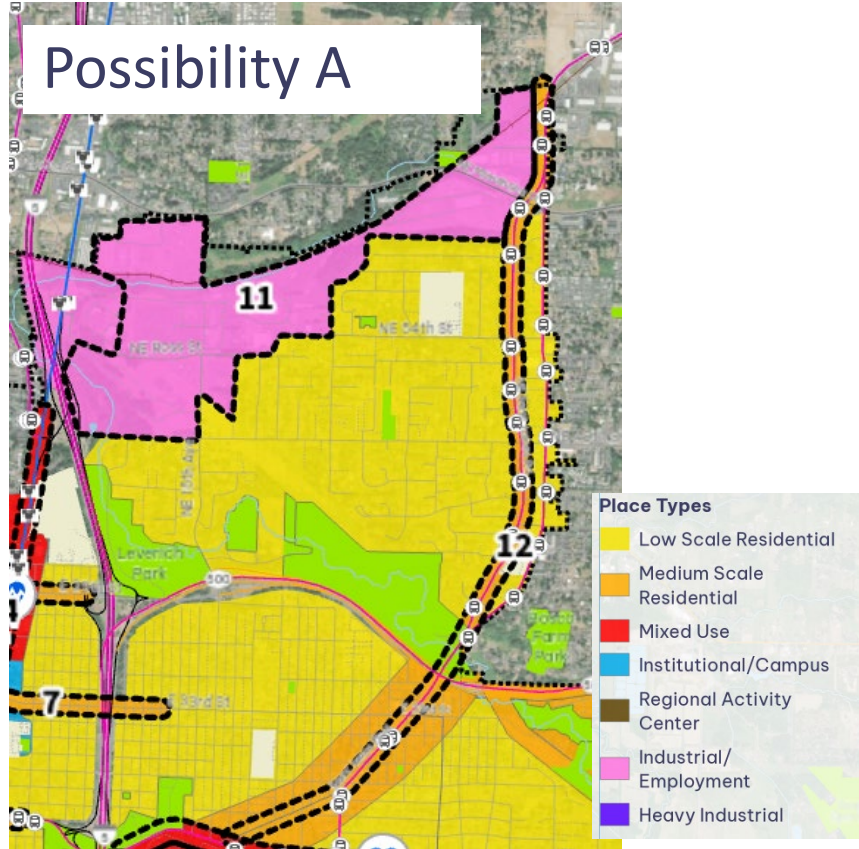


Medium-Scale



Employment

Minnehaha / St. Johns/St. James



- Medium-Scale Neighborhood along St. James, land uses transition to Low-Scale neighborhoods.



Medium-Scale

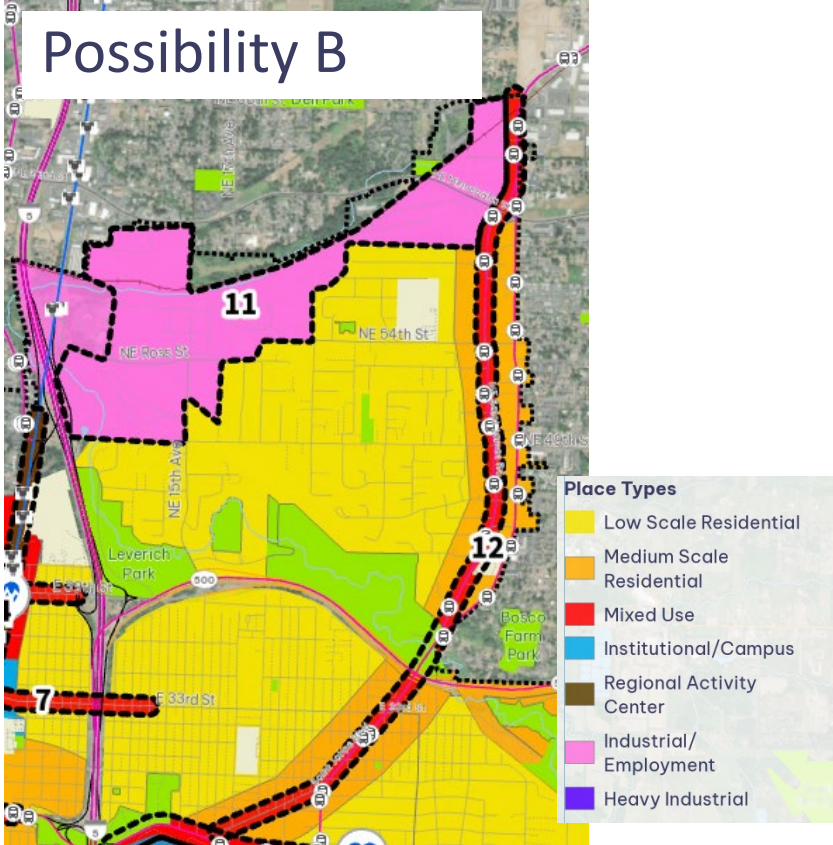


Low-Scale

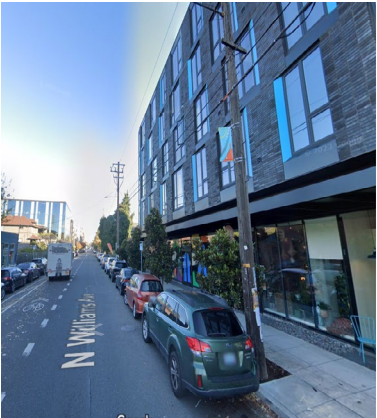


Employment

Minnehaha / St. Johns/St. James



- Mixed-Use along St. James, transitioning to Medium-Scale, then Low-Scale Neighborhoods



Mixed Use



Medium-Scale

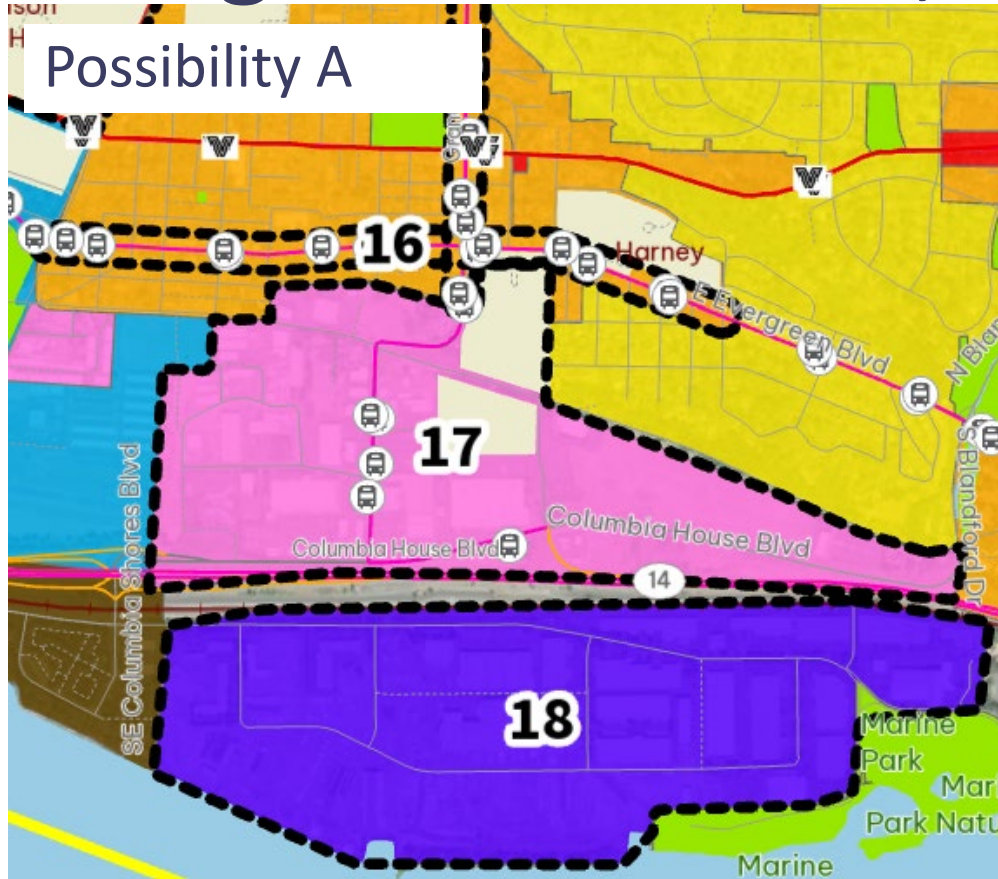


Low-Scale



Employment

Evergreen & Grand, Lower Grand



- More Medium-Scale Neighborhood along Evergreen and adjacent neighborhoods than Possibility B
- Employment designation for Lower Grand Employment Area



Low-Scale



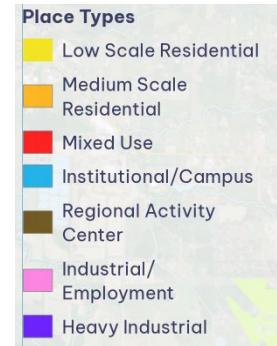
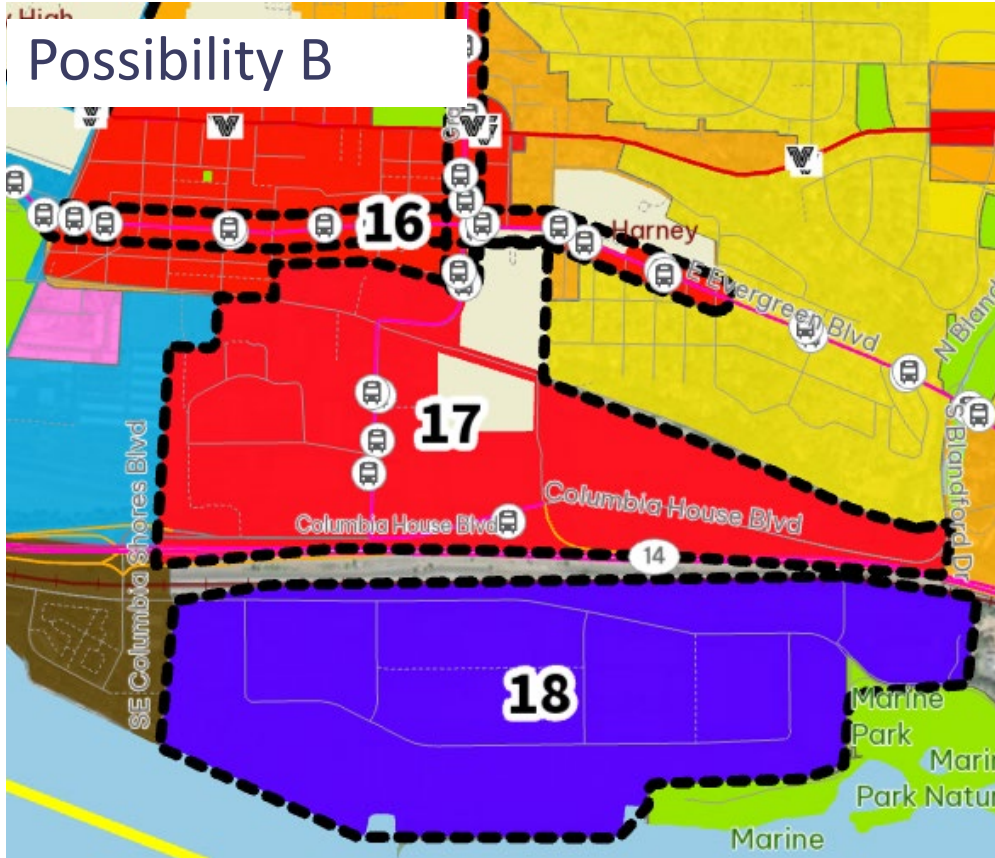
Medium-Scale



Employment

Evergreen & Grand, Lower Grand

Possibility B



- More Mixed Use along Evergreen and adjacent neighborhoods than Possibility A
- Mixed Use designation for Lower Grand Employment Area

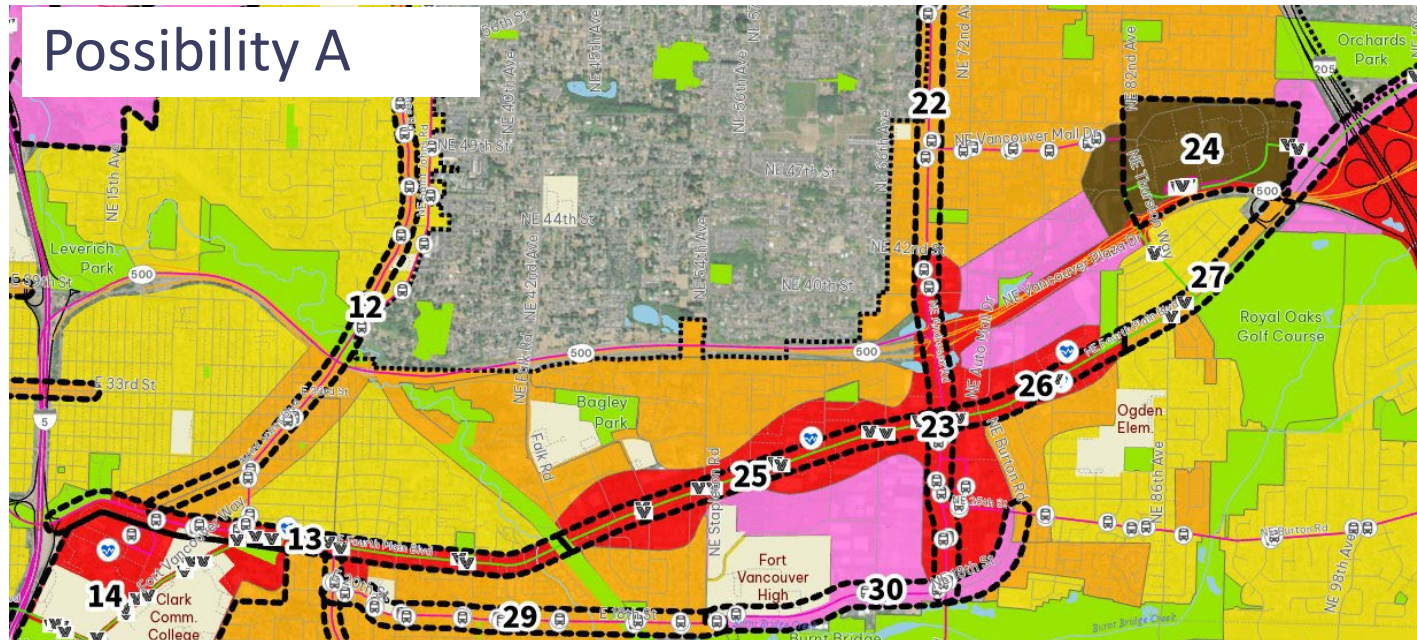


Mixed Use



Low-Scale

Fourth Plain Corridor (I-5 to I-205)



- More Mixed Use along Fourth Plain
- Employment and Medium-Scale near Fourth Plain and I-205 intersection.

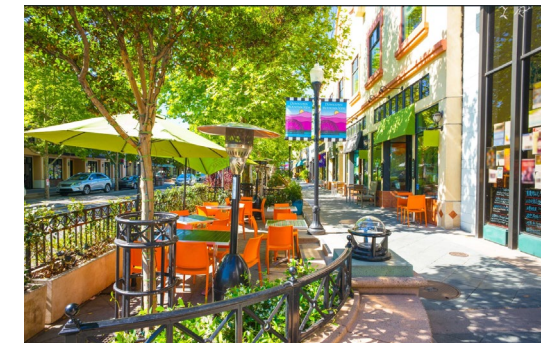
Place Types	
■	Low Scale Residential
■	Medium Scale Residential
■	Mixed Use
■	Institutional/Campus
■	Regional Activity Center
■	Industrial/Employment
■	Heavy Industrial



Medium-Scale



Employment



Mixed Use

Possibility B

The map illustrates a proposed transit network in the Vancouver area, specifically focusing on the 'Possibility B' scenario. The network includes a main rail line (thick red line) and several bus rapid transit lines (dashed black lines). Key locations and features include:

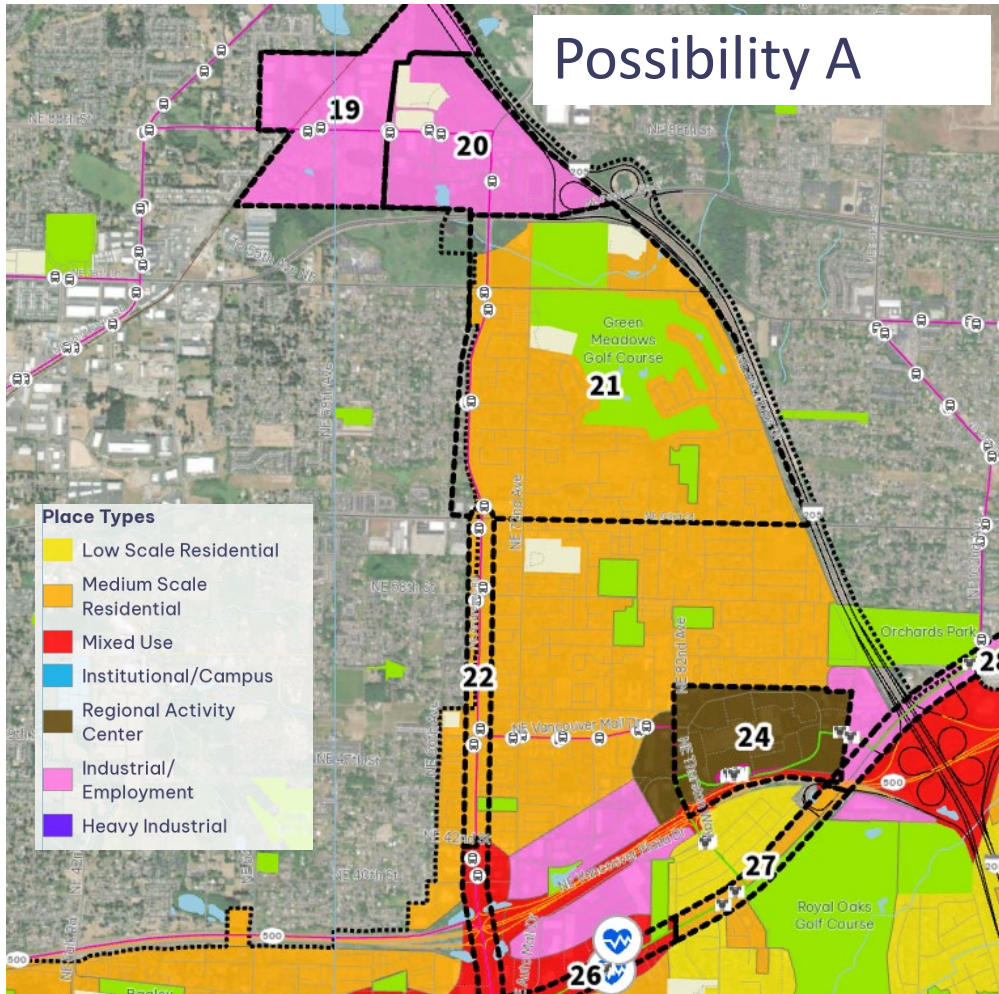
- Fort Vancouver High** and **Bagley Park** are marked as potential transit hubs.
- Ogden Elem** and **Royal Oaks Golf Course** are also indicated.
- Major Roads:** NE 44th St, NE 46th St, NE 48th St, NE 50th St, NE 52nd St, NE 54th St, NE 56th St, NE 58th St, NE 60th St, NE 62nd St, NE 64th St, NE 66th St, NE 68th St, NE 70th St, NE 72nd St, NE 74th St, NE 76th St, NE 78th St, NE 80th St, NE 82nd St, NE 84th St, NE 86th St, NE 88th St, NE 90th St, NE 92nd St, NE 94th St, NE 96th St, NE 98th St, NE 100th St.
- Transit Lines:** The map shows existing transit lines (thin black lines) and proposed new lines (thick red and dashed black lines).
- Stations:** Various station locations are marked with icons and labels, including Fort Vancouver, Bagley Park, Ogden Elem, and Royal Oaks.

- ### Place Types
- Low Scale Residential
 - Medium Scale Residential
 - Mixed Use
 - Institutional/Campus
 - Regional Activity Center
 - Industrial/Employment
 - Heavy Industrial



26

Van Mall/ Van Mall North



- More Employment north of NE Padden Pkwy than Possibility B.
- More Medium Scale Neighborhood around Van Mall
- Regional Activity at Van Mall



Medium-Scale

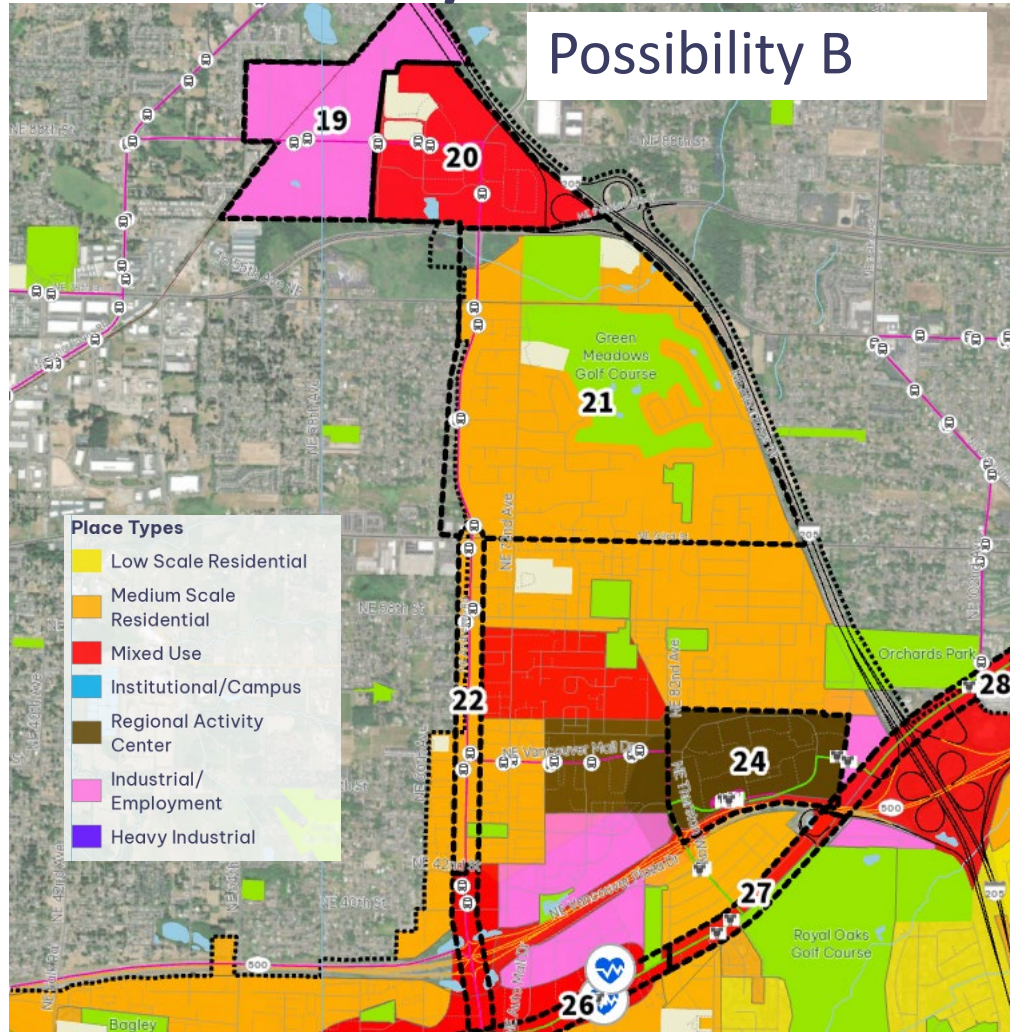


Regional Activity



Employment

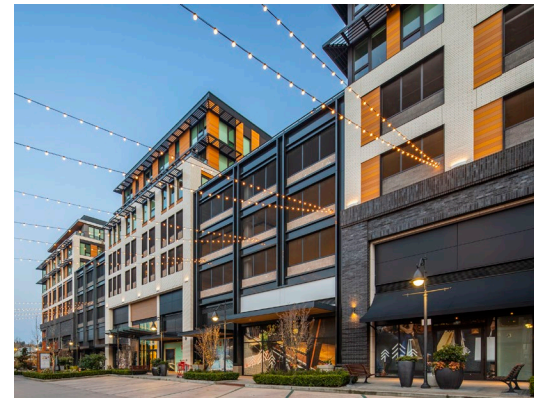
Van Mall/ Van Mall North



- More Mixed Use north of NE Padden Pkwy than Possibility A
- More Mixed Use, Employment and Regional Activity Center around Van Mall



Medium-Scale



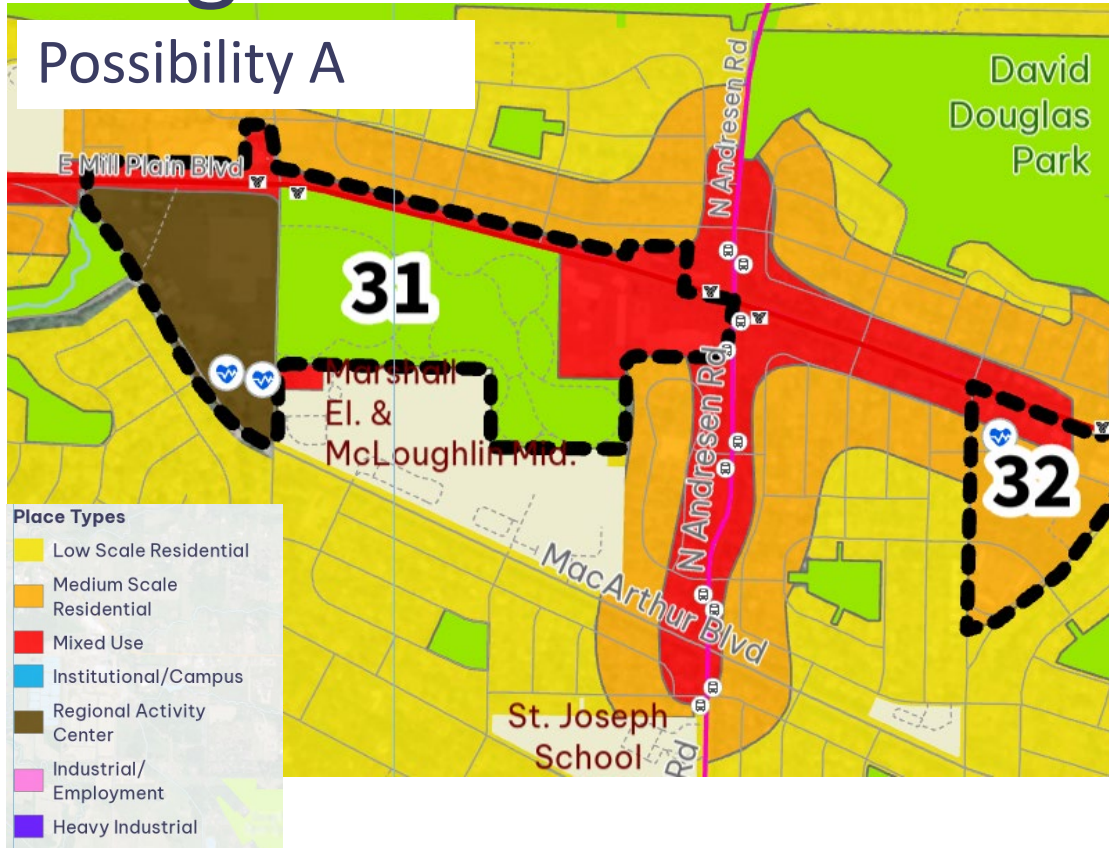
Mixed Use



Regional Activity

Heights

Possibility A



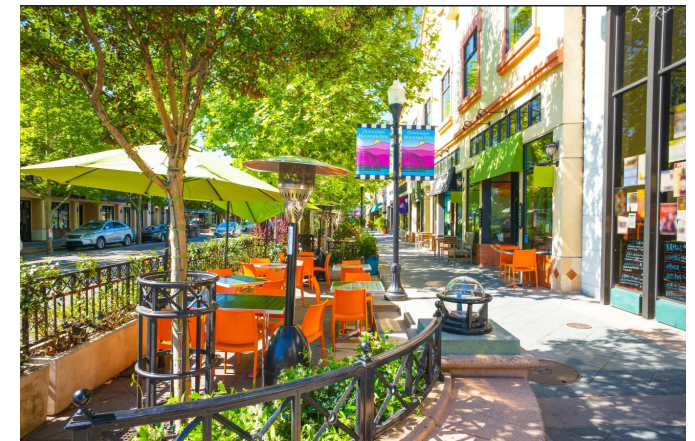
- More Mixed Use around Mill Plain and Andresen than Possibility B.



Regional Activity



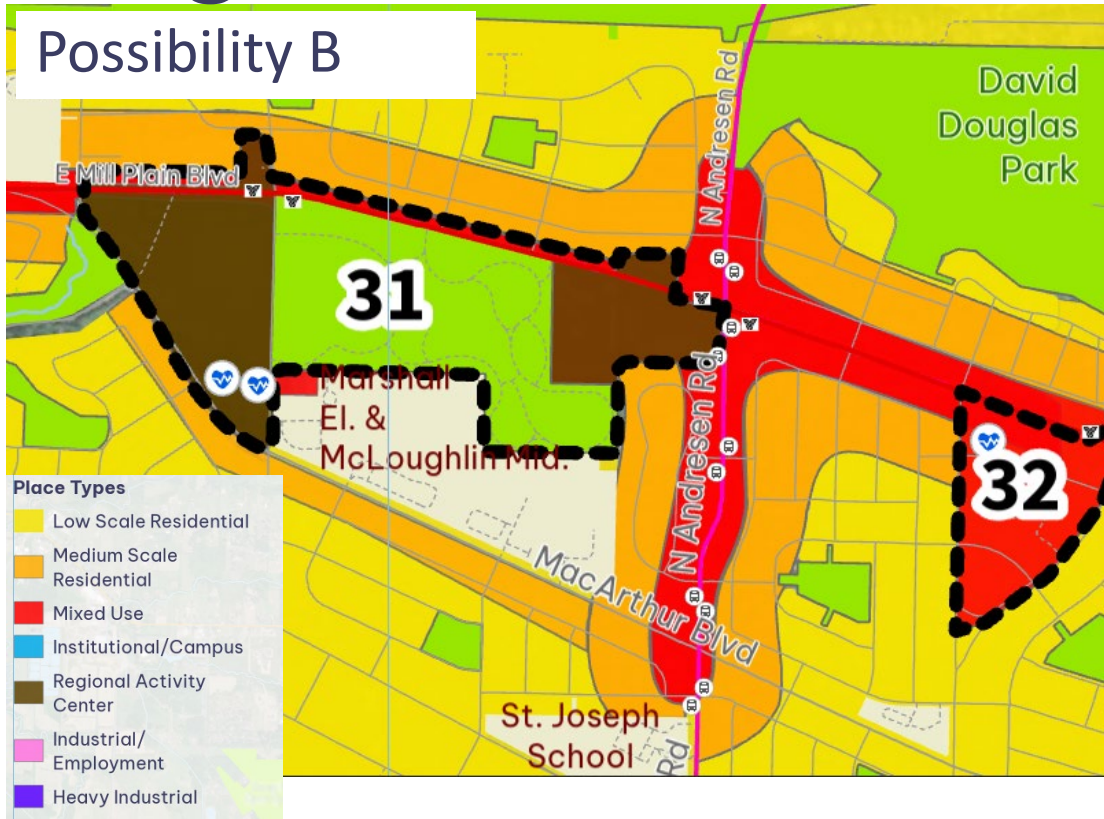
Medium-Scale



Mixed Use

Heights

Possibility B



- More Regional Activity Center around Mill Plain and Andresen than Possibility B.



Regional Activity

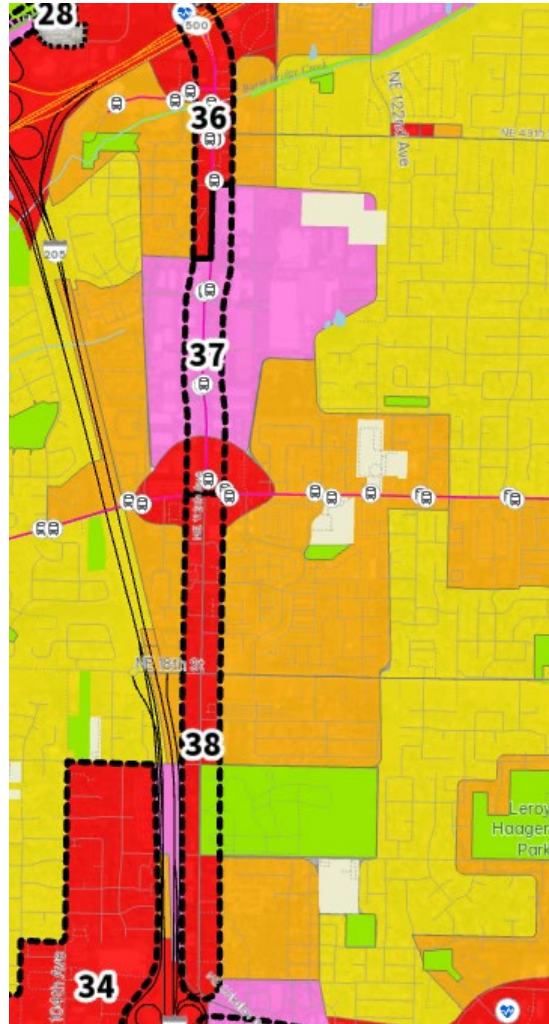


Mixed Use



Medium-Scale

112th Corridor



Possibility A

- Employment designation north of NE 28th/Burton Rd. along 112th.
- Mixed Use along remaining portions of 112th transitioning to Medium Scale neighborhoods.



Mixed Use

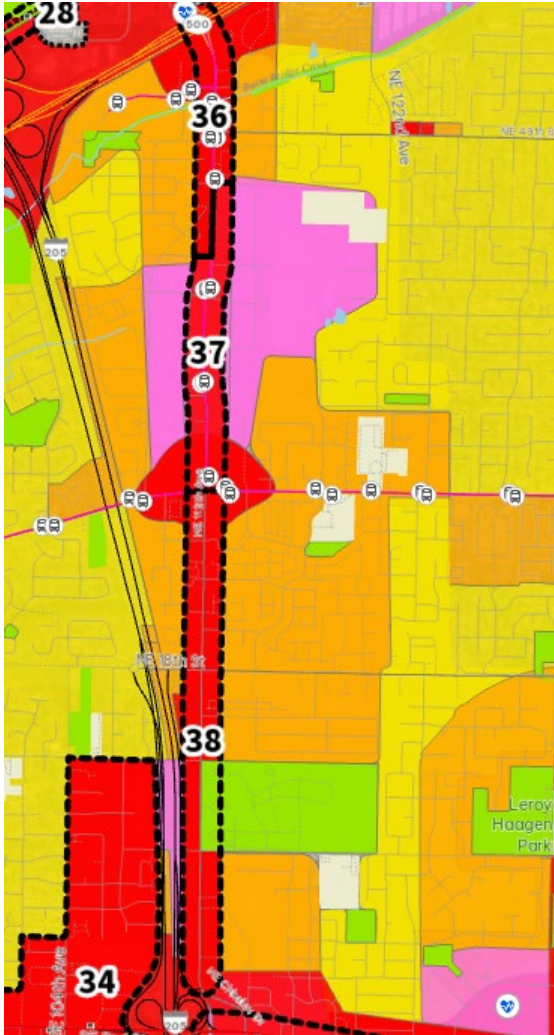


Medium-Scale



Employment

112th Corridor



- ## Possibility B
- Mixed Use entirely along the extent of 112th corridor from SR 500 to Mill Plain.
 - Designations transition to Medium Scale neighborhoods on either side of 112th.



Mixed Use



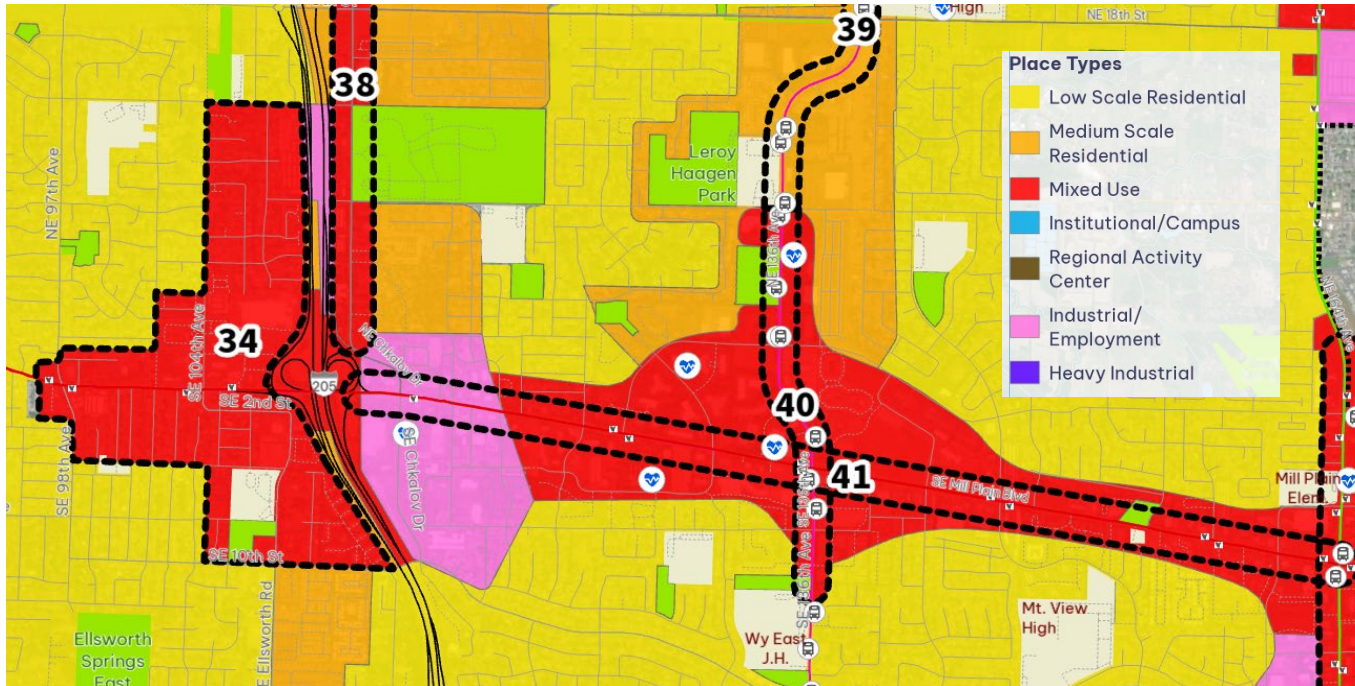
Employment



Medium-Scale

Mill Plain and I-205

Possibility A



- More Industrial/Employment along Mill Plain near NE Chkalov Dr than Possibility B.
- Mixed Use designation located at 164th and Mill Plain.



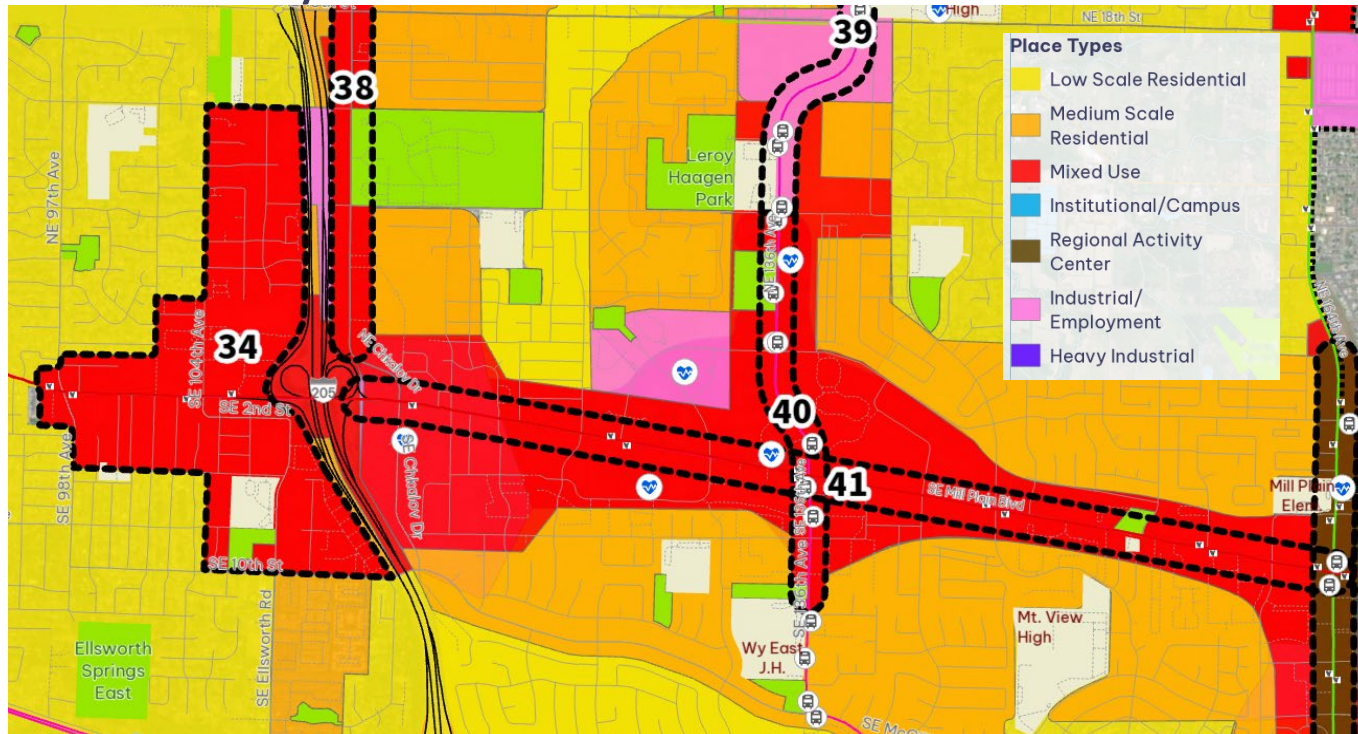
Mixed Use



Employment

Mill Plain and I-205

Possibility B



- More Mixed Use along Mill Plain near NE Chkalov Dr than Possibility A.
- Regional Activity Center designation located at 164th and Mill Plain



Mixed Use



Regional Activity



Medium-Scale

34

164th Avenue



Possibility A

- More Mixed Use along 164th than Possibility B.
- Transition to Medium-Scale adjacent to corridor
- Institutional/Campus at Columbia Tech Center



Regional Activity



Mixed Use



Institutional/Campus

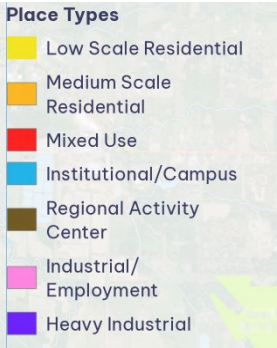
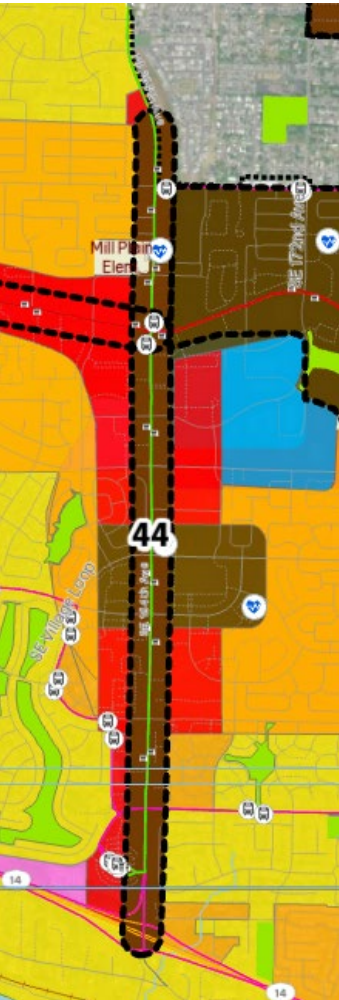


Medium-Scale

164th Avenue

Possibility B

- More Regional Activity Center along 164th than Possibility A.
- Regional Activity Center transitions to Mixed Use then transitions to Medium- Scale neighborhood.
- Institutional Campus and Mixed Use at Columbia Tech Center.
- Regional Activity Center node at SE 20th St.



Regional Activity

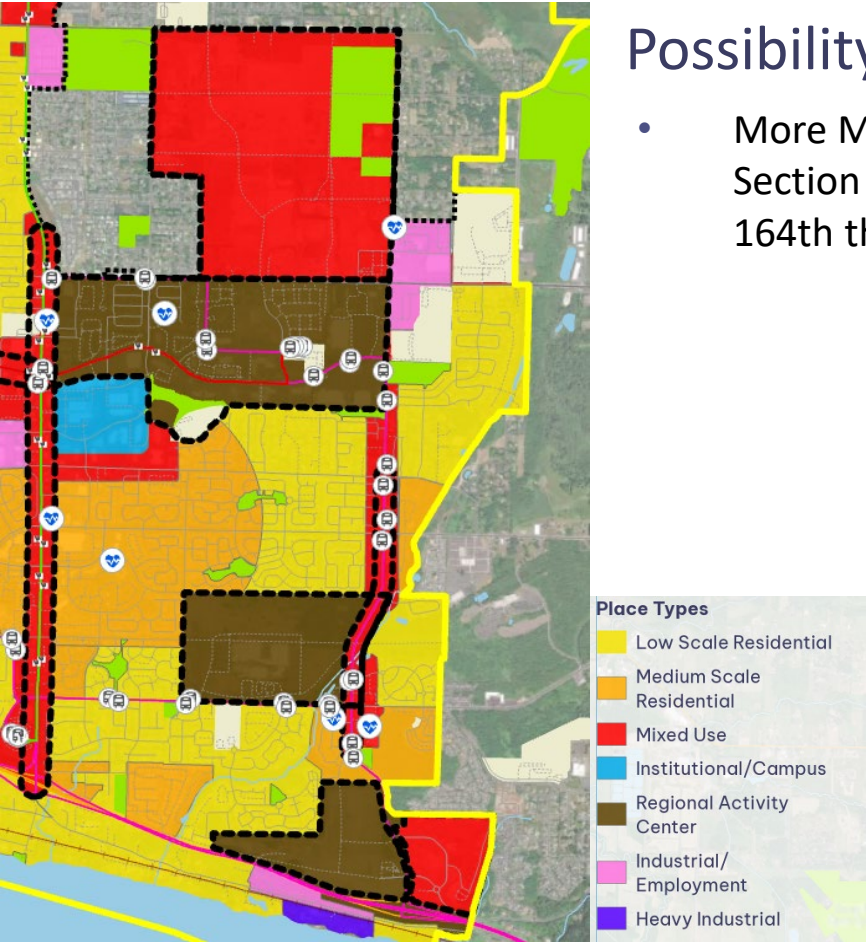


Institutional/Campus



Medium-Scale

192nd Ave, Section 30, CTC, Riverview Gateway



Possibility A

- More Mixed Use at Section 30 and along 164th than Possibility B.



Regional Activity



Medium-Scale



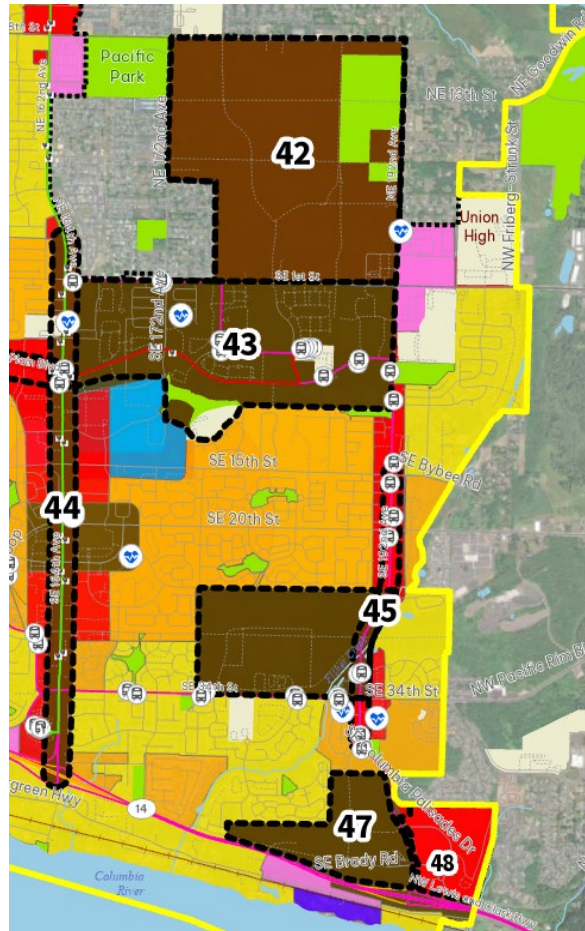
Mixed Use



Low-Scale



192nd Ave, Section 30, CTC, Riverview Gateway



Possibility B

- More Regional Activity Center at Section 30 and along 164th than Possibility A.

Place Types	
■	Low Scale Residential
■	Medium Scale Residential
■	Mixed Use
■	Institutional/Campus
■	Regional Activity Center
■	Industrial/Employment
■	Heavy Industrial



Regional Activity



Mixed Use

Next Steps

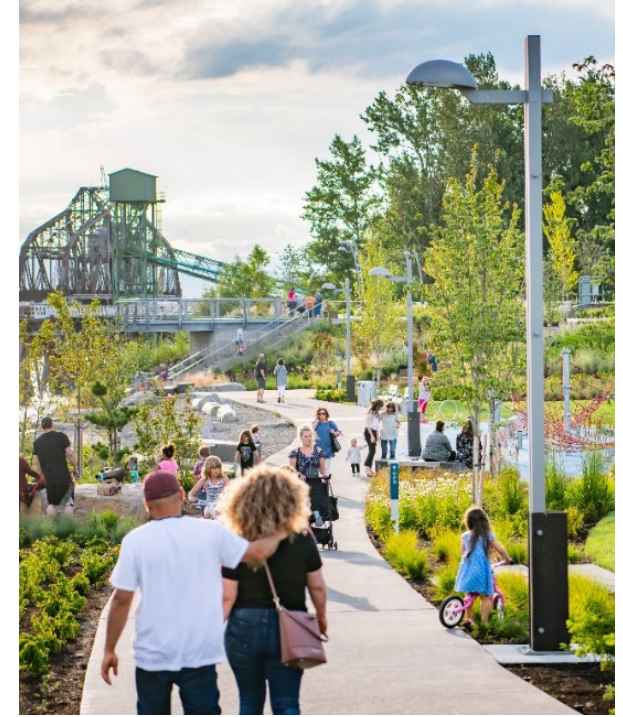
- Update possibilities based on Council, PC, stakeholder feedback to reflect the full range of potential alternatives that should be analyzed in the environmental process.
- Finalize the possibilities and prepare an environmental impact statement (EIS).
- Engage with a variety of community members to share possibilities being analyzed and prepare them to participate in the environmental process / inform selection of preferred possibility.
- Identify a preferred possibility based on the EIS analysis and community feedback.

Until next time!



Discussion & Feedback

- Do the possibilities represent the full range of options the Council would like analyzed through the environmental review process?
- Are there other options that should be included in one or both possibilities?
 - ➔ Areas that are relatively low intensity that should be higher?
 - ➔ Areas of higher intensity that should be lower?



DATE: September 9, 2024

TO: City Council
CC: Eric Holmes, City Manager

FROM: Rebecca Kennedy, Deputy Director; CDD
Domenique Martinelli, Senior Long-Range Planner, CDD

RE: **OUR VANCOUVER – Land Use Possibilities**

Intent

Provide City Council with an update on the following:

- Draft land use possibilities proposed for analysis through environmental review process, including refined growth nodes.
- Land Use Possibility development process, including community engagement.
- Next steps, including finalizing the possibilities for inclusion in the Draft Environmental Impact Statement (DEIS) analysis, ongoing stakeholder engagement, and selecting a preferred possibility.

Background:

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

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

"Vancouver is an equitable and prosperous community, which ensures that all residents, businesses and organizations benefit from the growth and advancement we make together. Vancouver will be

recognized for our quality of life, as evidenced by affordable housing in vibrant, safe and walkable neighborhoods, access to jobs and economic opportunity for all, and resilience to the impacts of climate change.”

Process for Developing Land Use Possibilities

Focus Areas and Place Types

To identify areas suitable for development over the next 20 years, the project team developed a model that analyzed existing and future potential conditions across the City. This included baseline conditions like existing infrastructure and patterns of development; presence of critical and environmentally sensitive areas; locations of parks, open space, schools; existing transit service; employment centers with high job densities; and current travel patterns and trip types. It also included likely future conditions, including planned future transit and other infrastructure investments, adopted subarea and master plans, and areas where current travel patterns suggest potential for converting to low-or-no-emissions trips. This analysis produced a set of ten broad focus areas most suitable to absorb the majority of future citywide growth (see Figure 1 below).

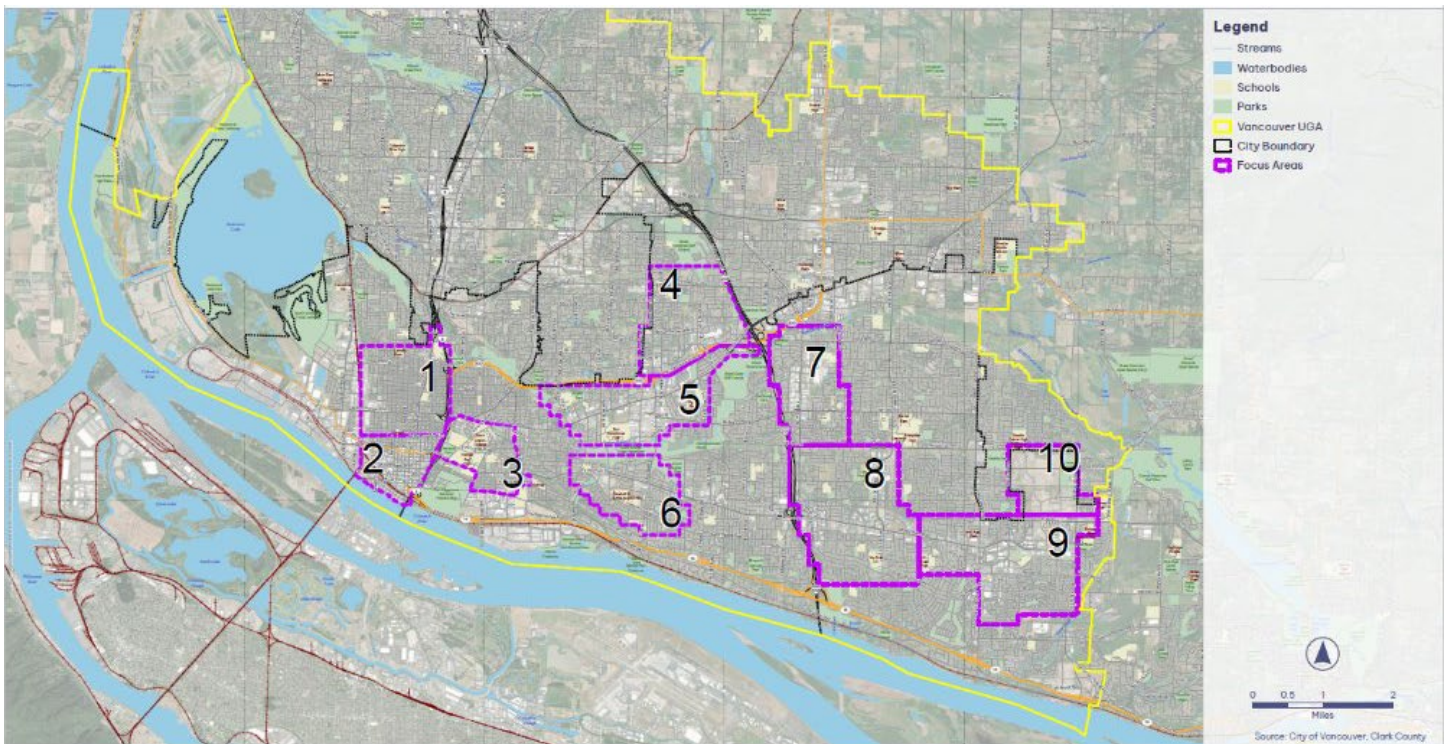


Figure 1: Focus Areas identified for future growth

Along with identifying focus areas, the project team also developed a set of ‘place types’ intended to reflect the general scale of development envisioned for each type as well as a range of allowed uses. These place types are intended to align with existing Council policy direction related to climate action

and emissions reduction, housing production and affordability, and connected and accessible neighborhoods, as well as the focus areas and strategic outcomes identified in the 2023-2029 Strategic Plan and other recently adopted policy direction from the Transportation System Plan and Parks and Recreation Essential Places Plan, among others. They are also designed to comply with recent state law related to middle housing, accommodating a range of housing needs in different income bands, and addressing racially disparate impacts. In all, seven place types were developed to provide a range of options for both development intensity and mix of allowed uses that will be applied across the city (see Figure 2 below for summary of place types).

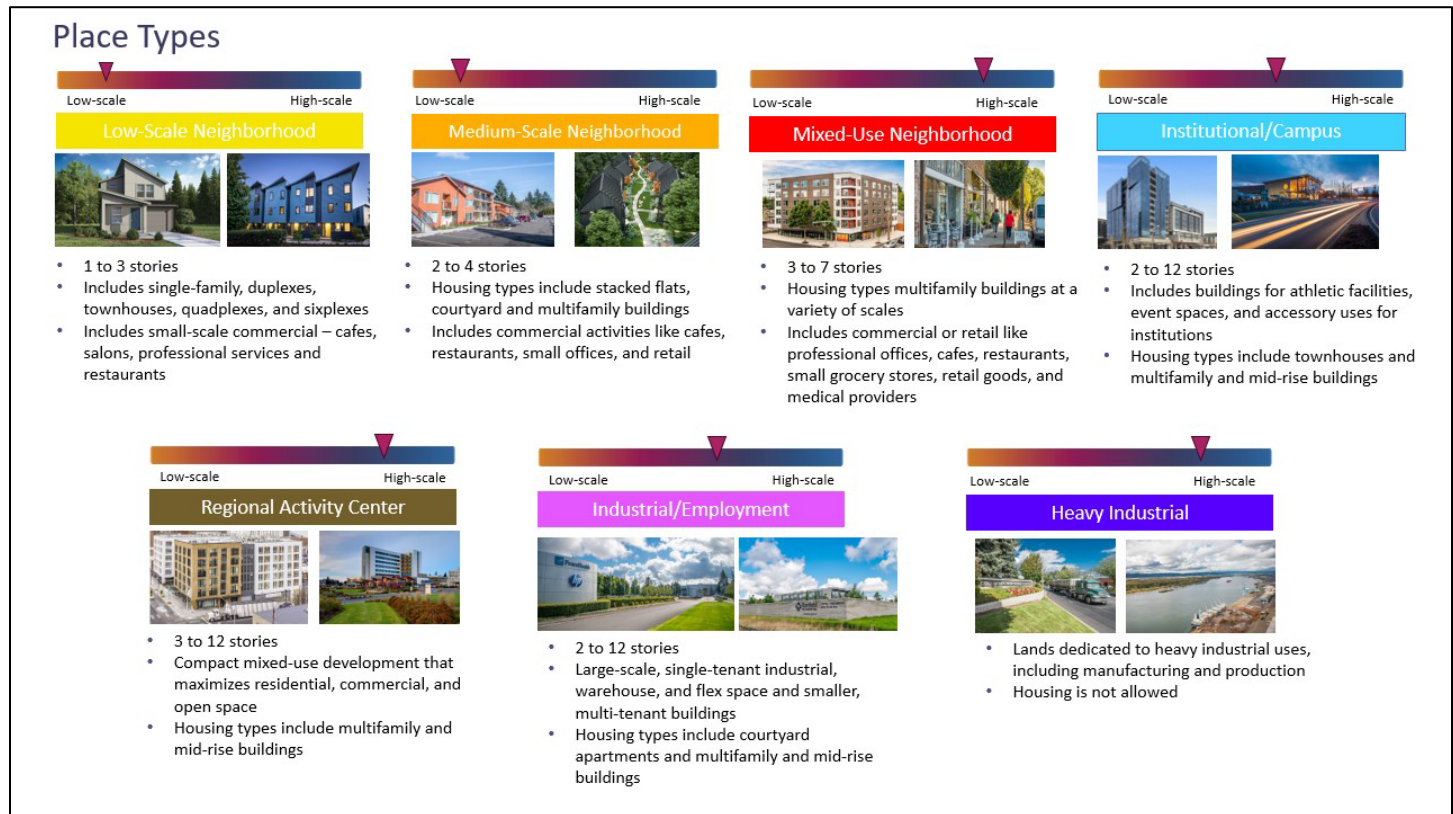


Figure 2: Place Type Descriptions

Community Engagement Activities and Themes

In Spring 2024, the project team engaged policymakers, community members, City leadership and technical staff, community and agency partners, and several project-specific working groups in a mapping activity that asked people to apply place types to different focus areas around the City. This included:

- Several workshops with the project Community Partners group, which is the primarily equity-focused working group advising the City on all aspects of the project.
- Workshops with topic-specific community working groups convened for this project, including groups focused on transportation, housing and climate, as well as builders, business leaders, and leaders of community-based organizations serving equity priority communities.

- Four large public workshops accessible to the general public, one of which was co-convened with the Vancouver Neighborhood Alliance and another specifically focused on youth organizations and students from local school districts and Clark College.
- One virtual mapping exercise accessible through the project Be Heard page.
- Additional small group workshops with the Civic Minds Youth Program, The Foundation and Evergreen High School Black Student Union Board Members, and at the May Climate Pub organized with the City’s Climate Team.

These workshops produced 37 different maps locating different combinations of place types in focus areas around the City and were digitized to allow for greater analysis. Key findings from this analysis include:

- Desire for a mix of housing options around the City, including lots of interest in lower intensity “middle housing” types and medium intensity housing around essential places like schools, parks, employment centers, and near transit.
- Consistent support for focusing growth along major transit corridors and major roadways where there are existing amenities, services and infrastructure and better access to jobs.
- Support for adding medium intensity housing around higher intensity areas to support addition of more retail and provide medium scale “buffer” between areas of low and high intensity.
- Desire for more employment opportunities, with specific emphasis on adding jobs in Central Vancouver and around Vancouver Mall and areas north of it, in east Vancouver, and in areas with good rail access.
- Strong support from groups representing equity priority communities for more job opportunities near schools and transit and adding medium intensity housing around parks and schools across the City.
- Strong support for mixed use development, where housing, employment, retail, services, and parks/open space are located close to each other.
- Consistent feedback that mixed use and higher intensity development need to include community resources like childcare, senior and community centers, parks and healthcare facilities.
- Consistent feedback that low intensity neighborhoods should be buffered from higher intensity areas by tapering the scale of buildings as you move from high to low.
- Consistent feedback that low intensity neighborhoods throughout the City should be maintained.
- Desire to locate higher intensity development in areas that already have this type of development and/or have existing or planned infrastructure to serve it.
- Strong preference for mixed use development along major corridors.
- Consistent comments in the larger public open houses reflecting the challenges that come with more people and an increased rate of change, and a desire for things to stay as they are / minimize change.

Developing Refined Growth Nodes

Based on feedback received through the mapping workshops and additional analysis of current and potential future development feasibility, the project team refined the focus areas into more specific growth nodes that reflect centers and corridors around the City where the community expressed support for growth and where it is likely to occur. The 48 nodes below vary in size and extent as well as existing development patterns (see Figure 3 below).

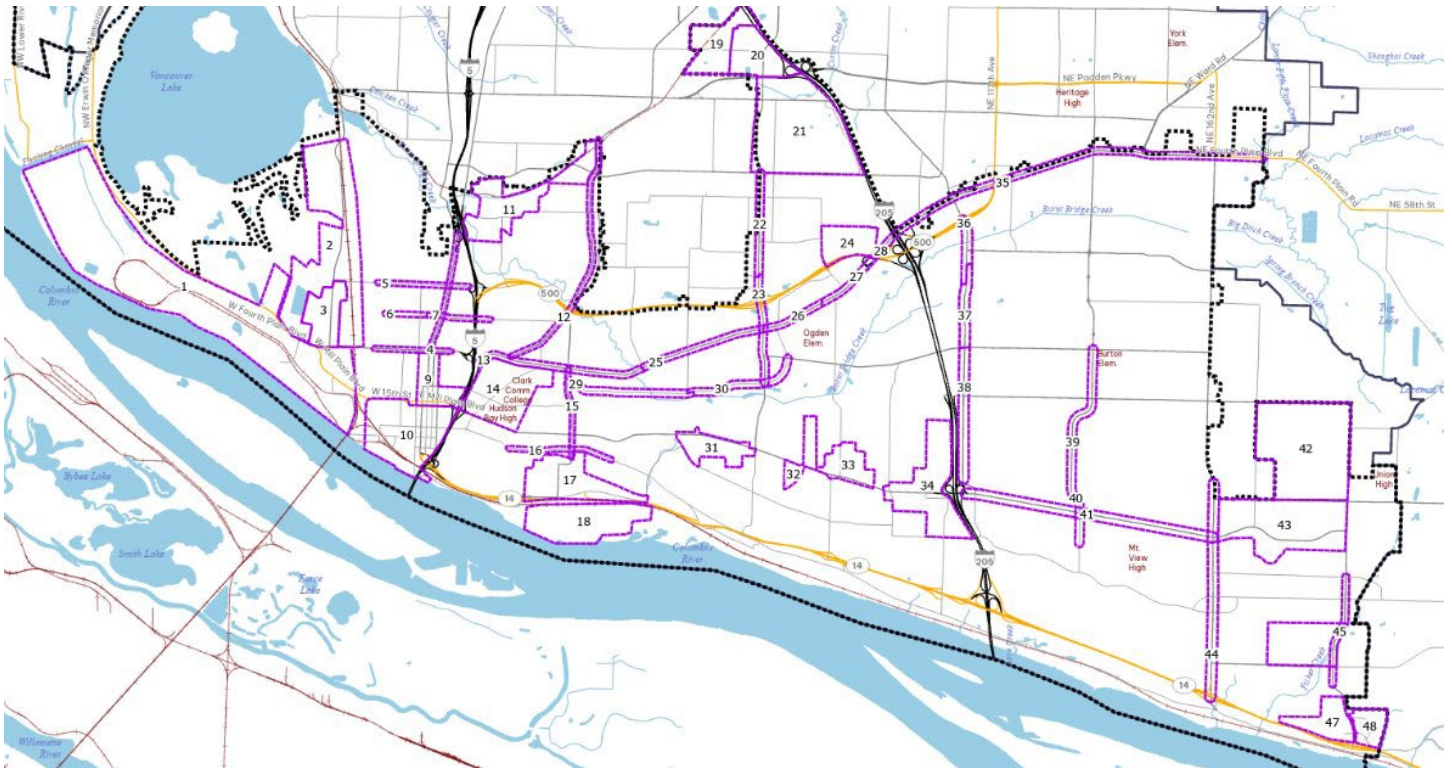


Figure 3: Refined growth nodes included in land use possibilities

Note that names, definitions and vision statements for each type of node will be developed after the Council has endorsed a preferred possibility that assigns one or more place types to each node.

Land Use Possibilities

The two land use possibilities attached below (see Attachments 1 and 2) reflect all the analysis described above. They both:

- Include all 48 growth nodes identified above and assign them place types;
- Include areas adjacent to nodes that were included in the broader focus areas identified as places that could accommodate some growth in the first round of analysis and assign them place types; and
- Assign the most similar place type to what currently exists to areas that are not in or directly adjacent to nodes.

There are significant similarities between the two possibilities, reflecting both the relatively high level of consensus expressed by community members through the land use workshops, and the limited options for accommodating growth in ways that align with Council policy direction and state law. Both possibilities focus growth along centers and corridors (i.e. growth nodes), increase housing and job capacity across the City, and maintain existing Heavy Industrial areas. They do differ in significant ways though. Land Use Possibility A generally represents a more dispersed approach to allocating growth, relies more on middle housing in low intensity neighborhoods to meet housing targets, and more frequently applies place types that are generally consistent with existing land use designations. Land Use Possibility B generally represents a more concentrated approach, allocating more growth to nodes and to areas adjacent to nodes, and locating more jobs in higher intensity mixed use neighborhoods and regional activity centers. Figure 4 below shows the approximate acreage of place types allocated within growth nodes and across the City for both possibilities. Figure 5 shows the areas that change between each possibility.

Percent of Land by Designation				
Place type	Possibility A		Possibility B	
	Growth Nodes & Adjacent Areas	City Wide	Growth Nodes & Adjacent Areas	City Wide
Low Scale Residential	25%	45%	15%	39%
Medium Scale Residential	22%	17%	27%	20%
Employment/Industrial	15%	12%	11%	10%
Mixed Use	18%	12%	19%	13%
Institutional/Campus	1%	2%	3%	3%
Regional Activity Center	7%	5%	14%	9%
Heavy Industrial	11%	7%	11%	7%

Figure 4: Percentage of place type by node and citywide for both Possibility A and B

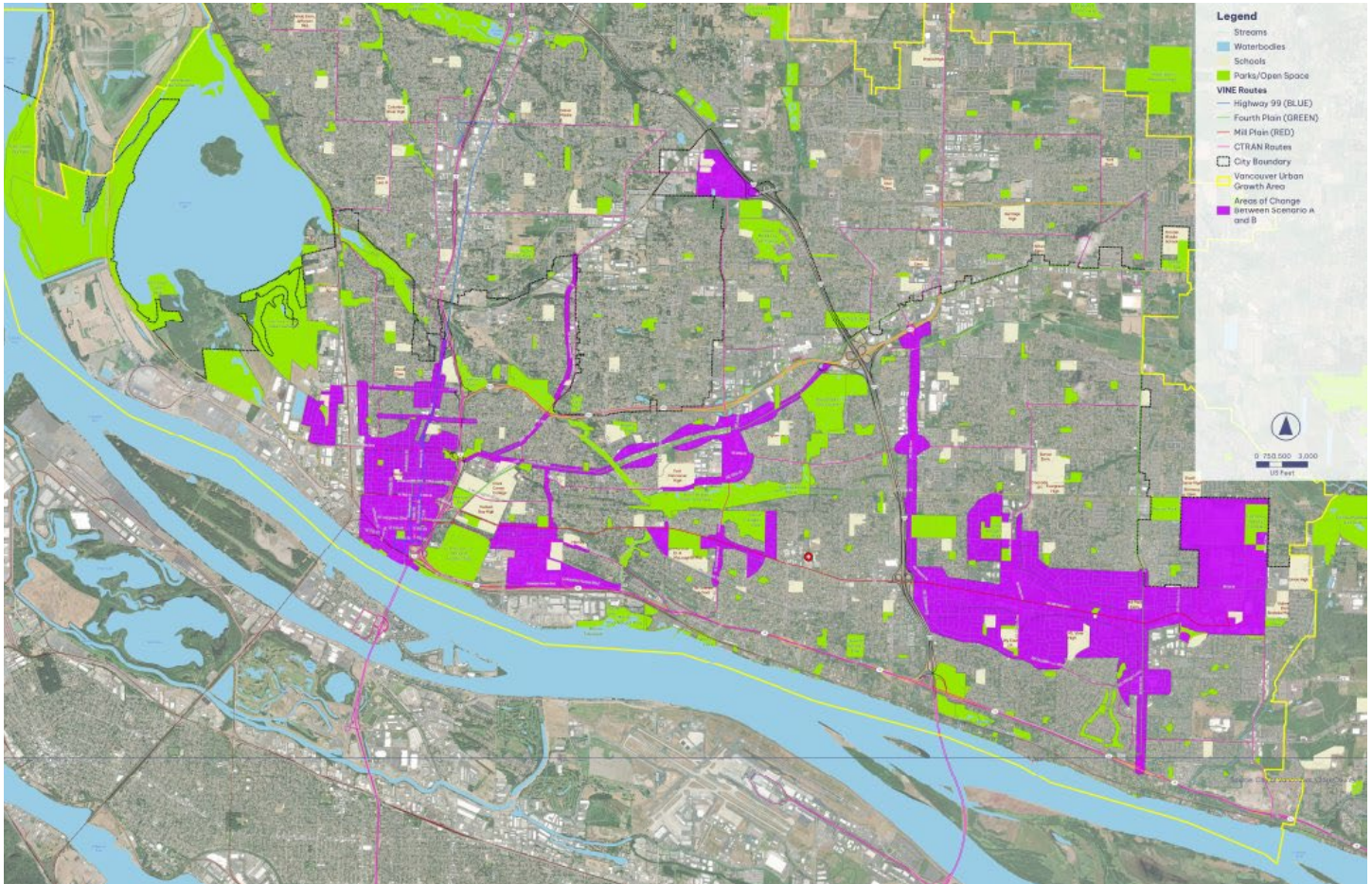


Figure 5: Areas where place type designations change between Possibility A and B.

Getting to a Preferred Possibility

The question before Council at this phase is whether the two possibilities represent the full range of options that should be analyzed in the environmental process, so it can be considered for incorporation in a final, preferred land use possibility. The analysis conducted to date confirms that the range of land use options represented in the two possibilities can meet Council's policy priorities, housing and jobs targets, and comply with State law, but there are potential other options that can be included in the next phase of analysis if desired. It is unlikely that either option would be outright selected as the preferred possibility, but rather, elements of both would be combined to form a preferred possibility based on findings from the environmental impact analysis as well as feedback from a robust group of community stakeholders, advisory committees, and policymakers.

Next Steps

The following represent the next steps in getting to a preferred land use possibility.

- Update land use possibilities based on Council, Planning Commission, and stakeholder feedback.
 - Second Planning Commission workshop on possibilities on 9/10

Comprehensive Plan Update – Land Use Possibilities

September 9, 2024

Page 8 of 8

- Ongoing Community Partner review through monthly meetings
 - All Community Working Groups have or will review in the next two weeks
 - Ongoing engagement with broad community stakeholders through Be Heard, meeting attendance, etc.
- Conduct an analysis of environmental impacts for each of the following:
 - No Action
 - Possibility A: More Dispersed
 - Possibility B: More Condensed
- While analysis is taking place, work with community to share possibilities and gather feedback, explain the environmental process, and ensure community members feel prepared to participate in the public comment process.
- Release a Draft Environmental Impact Statement (DEIS) analyzing impacts of no action and the two possibilities.
- Robust engagement sharing DEIS findings and receiving feedback and questions in advance of and during the 60-day public comment period.
- Council and Planning Commission review of DEIS findings, community feedback, and proposed preferred possibility for direction and refinement.
- Council endorsement of a preferred possibility.

Attachments:

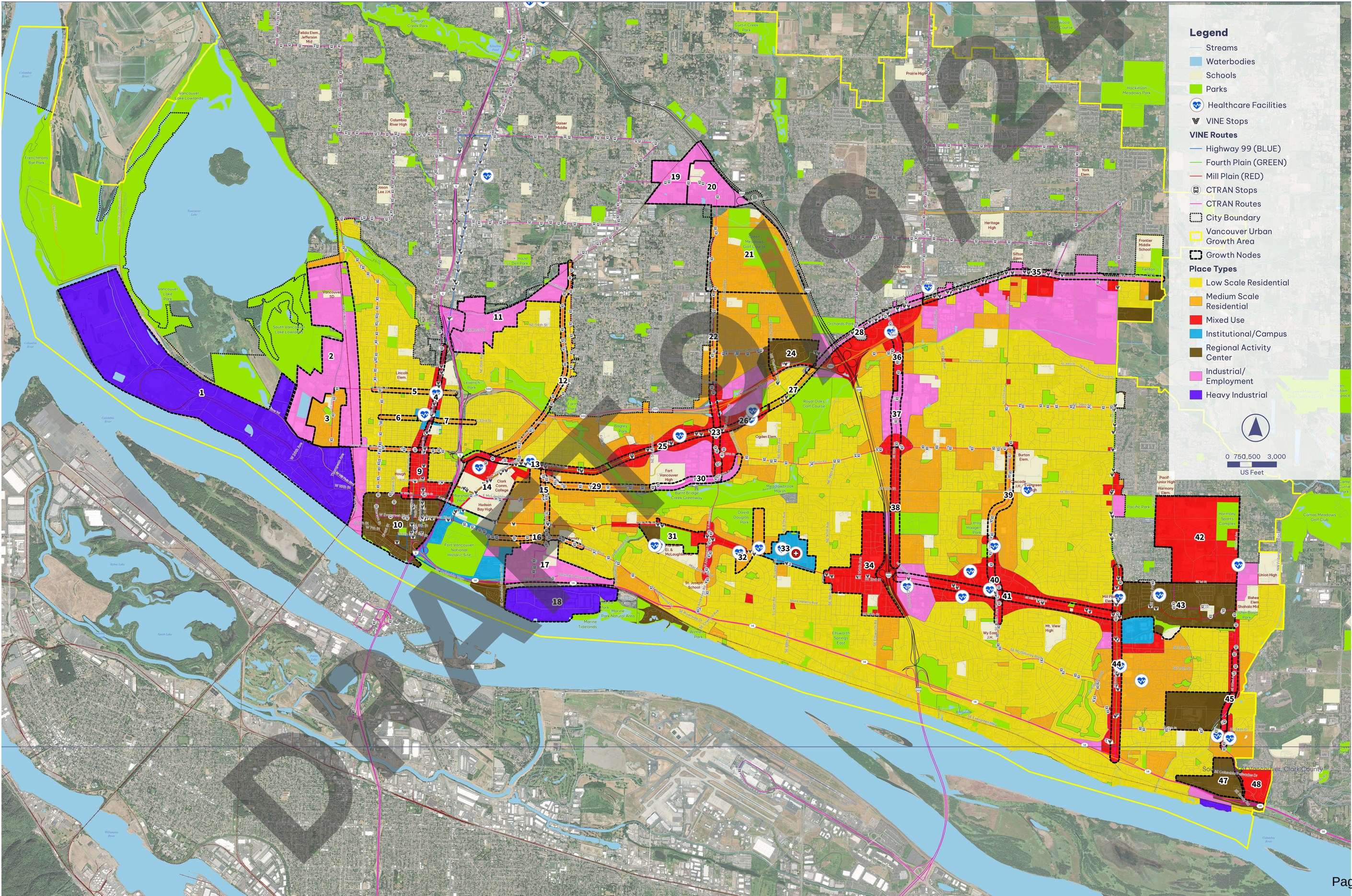
1. Map of Land Use Possibility A: More Dispersed
2. Map of Land Use Possibility B: More Condensed
3. Map of Primary Areas of Change between Possibilities A and B
4. Table of existing land use designations and proposed place type designations for Possibility A and B

Staff Contact

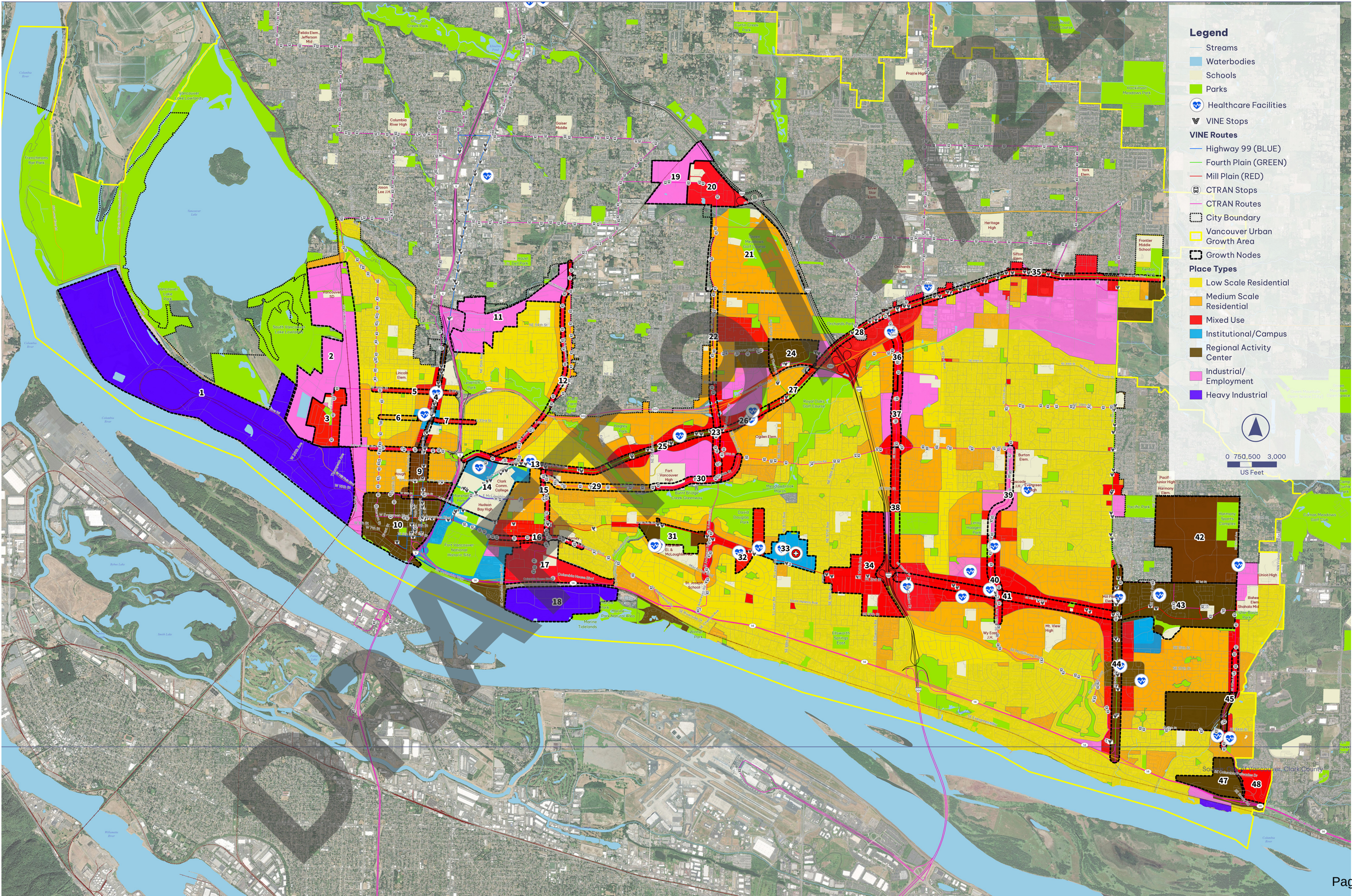
Rebecca Kennedy(she/her), Deputy Director, Community Development

Rebecca.Kennedy@cityofvancouver.us

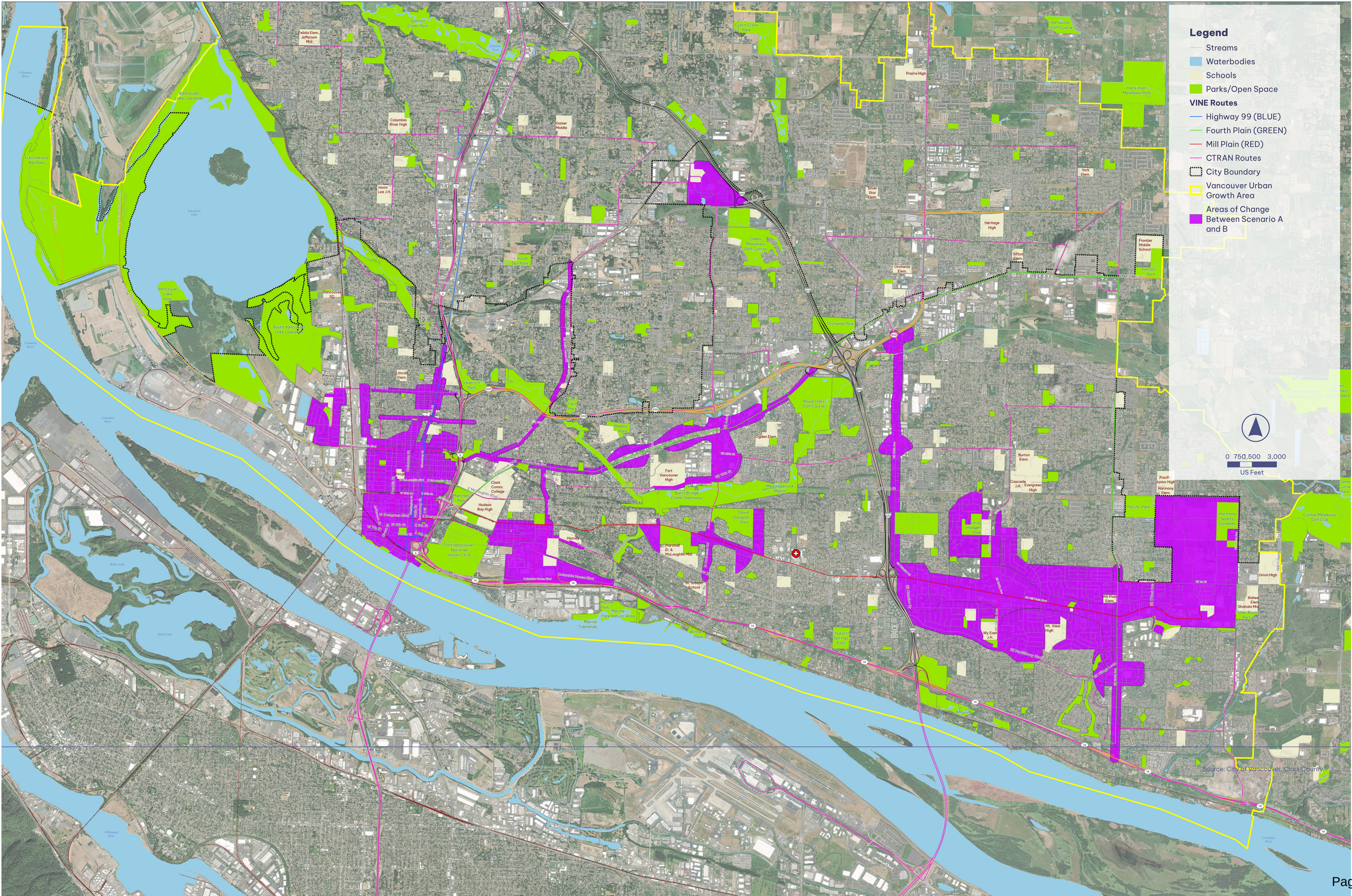
Possibility A: More Dispersed



Possibility B: More Condensed



Primary Areas of Change between Possibility A and B



Node	Location	Existing Zoning	Low Scenario	High Scenario
1	Port of Vancouver	IH	Heavy Industrial	Heavy Industrial
2	Fruit Valley (industrial area)	IL	Employment	Employment
3	Fruit Valley (residential area)	R9, R30 MX, CC	Medium Scale Residential	Mixed-Use
4	Main Street (Fourth Plain to City Limits)	R22, CC, R30	Mixed-Use	Regional Activity Center
5	W 39th Street (Lincoln to I5)	R9, R18, CN, R22, CC	Medium Scale Residential	Mixed-Use
6	W 33rd Street (Kauffman to Washington)	R9, R18	Medium Scale Residential	Medium Scale Residential
7	W 33rd Street (Washington to M Street)	CC, R18, R22	Medium Scale Residential	Mixed-Use
8	Fourth Plain (25th to to F Street)	IL, CC, R22, R9	Medium Scale Residential	Mixed-Use
9	Main Street corridor	CC, CX	Mixed-Use	Regional Activity Center
10	Downtown	CX, OCl, IL, IH	Regional Activity Center	Regional Activity Center
11	IL area between Highway 99, NE 49th, NE 15th, Rosst St.	IL	Employment	Employment
12	St. Johns/St. James (Mill Plain to City Limits)	R30, CC, R18, R30, CC, R22, CG	Medium Scale Residential	Mixed-Use
13	Fourth Plain (I5 to Burnt Bridge Creek)	CN, R30, CC, R18, R6	Mixed-Use	Mixed-Use
14	Clark College	CPX	Mixed-Use	Institutional Campus
15	Grand Blvd (6th Street to Fourth Plain)	CC, CN, R22, R9	Medium Scale Residential	Mixed-Use
16	Evergreen Blvd. – East Reserve to Edwards Lane	R30, R9, R18, CC, R6	Medium Scale Residential	Mixed-Use
17	Lower Grand Employment Area	IL, R30, CG	Employment	Mixed-Use
18	CBC	IL, IH	Heavy Industrial	Heavy Industrial
19	Van Mall North (IL Zone)	IL	Employment	Employment
20	Van Mall North (North of Padden)	CG	Employment	Mixed-Use
21	Van Mall North (South of Padden)	R9, R35, R18,R30, R6, CC, CN	Medium Scale Residential	Medium Scale Residential
22	Andresen (NE 42nd St. to NE 63rd St)	R30, R22, R18, CC, CG, CN	Medium Scale Residential	Medium Scale Residential
23	Andreson (NE 18th St to NE 42nd St)	CG, CC	Mixed-Use	Mixed-Use
24	Vancouver Mall	CC, CG	Regional Activity Center	Regional Activity Center
25	Fourth Plain (Burnt Bridge Creek to Andresen)	CG, CC, IL, R35, R30, R18	Mixed-Use	Regional Activity Center
26	Fourth Plain (Andreson to NE Pacific Way)	CG, CC, IL, R35, R30, R18	Mixed-Use	Mixed-Use
27	Fourth Plain (NE Pacific Way to SR 500)	R6, R22, OCl, CC	Medium Scale Residential	Mixed-Use
28	Fourth Plain (SR500 to Ne 117th Ave)	CG	Employment	Mixed-Use
29	NE 18th Street (Grand Blvd to NE Stapleton/NE Devine)	CN, R18, R9, R18, OCl	Medium Scale Residential	Medium Scale Residential
30	NE 18th Street (NE Stapleton to NE Burton Road)	IL, R9 CG, R22, CC	Employment	Mixed-Use
31	The Heights	HX, R9	Mixed-Use	Regional Activity Center
32	Garrison Square (+ adjacent commercial)	R18, CC	Medium Scale Residential	Mixed-Use
33	Peace Health (+ adjacent uses)	OCl, CC, R30,R18	Insitutional/Campus	Institutional Campus
34	Mill Plain (98th to 205) (+ adjacent commercial)	R9,OCl, R18, CG, CN, R6, R22	Mixed-Use	Mixed-Use
35	Fourth Plain (117th Ave to City Limits)	CC, CG, IL, R9	Employment	Mixed-Use
36	112th Corridor (SR 500 to NE 42nd Street)	CG, CC, R30, R18	Employment	Mixed-Use
37	112th Corridor (NE 42nd Street to NE 28th Street)	IL, CC	Mixed-Use	Mixed-Use
38	112th Corridor (NE 28th Street to NE Chkalov Dr)	CC, R18, R22, OCl, R30, CG, R35	Mixed-Use	Mixed-Use
39	NE 136th Avenue (NE 28th to NE 9th Street)	R22, CC, R9, IL, OCl, CC	Medium Scale Residential	Employment
40	NE 136th Avenue (NE 9th Street to SE 11th Street)	CC, OCl, IL	Mixed-Use	Mixed-Use
41	Mill Plain (I205 to SE 164th Avenue)	CG, CC, MX, OCl	Mixed-Use	Mixed-Use

42	Section 30	ECX	Mixed-Use	Regional Activity Center
43	Columbia Tech Center	IL, R9, R18, R30, MX, CC, OCl	Regional Activity Center	Regional Activity Center
44	SE 164th Avenue (Ne 4th Way to SR-14)	CG, R9, R22, OCl, CC, MX, R4	Mixed-Use	Regional Activity Center
45	SE 192nd Ave (SE 15th to SE 41st Drive)	CC, R9, IL	Mixed-Use	Mixed-Use
46	Vancouver Innovation Center	IL, MX	Regional Activity Center	Regional Activity Center
47	HQ Section of Riverview Gateway subarea west of 192nd Ave	RGX	Regional Activity Center	Regional Activity Center
48	Columbia Palisades (section of Riverview Gateway subarea east of 192nd Ave)	RGX	Mixed-Use	Mixed-Use



City Council Meeting Minutes

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

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

June 17, 2024

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

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

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

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/36541?startStreamAt=0&stopStreamAt=3910

Solid Renewal Program Update

(Approximately 1 Hour)

Frank Dick, Wastewater Treatment Program Manager, 360-487-7179

Summary

Staff led Council through a discussion of the Solid Renewal Program Update.

Councilmember Fox joined the workshop remotely.

Councilmember Paulsen was absent from the workshop.

Comprehensive Plan Update

(Approximately 1 hour, to immediately follow previous workshop)

Rebecca Kennedy, Deputy Community Development Director, 360-487-7896; Dominique Martinelli, Senior Planner, 360-487-7943

Summary

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

Councilmember Fox joined the workshop remotely.

Councilmember Paulsen was absent from the workshop.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6:00 - 6:30 p.m.)

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/36543?startStreamAt=0&stopStreamAt=5426 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

Present: Councilmembers Harless, Perez, Fox, Stober, Hansen, and Mayor McEnerny-Ogle

Absent: Councilmember Paulsen

Motion by Councilmember Hansen, seconded by Councilmember Stober, and approved unanimously to excuse Councilmember Paulsen.

Proclamations: Pollinator Week

Mayor McEnerny-Ogle read and presented a proclamation to Bella Padgett, Board Vice President for Vancouver Bee Project, proclaiming June 17-23, 2024, as Pollinator Week.

Community Communications

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

- Kimberlee Goheen Elbon, La Center, WA
- Carmen DeLeon, Vancouver
- Jaynee Haygood, Vancouver

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

Consent Agenda (Items 1-8)

Council pulled item 7 for discussion.

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve items 1-6 and 8 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Hansen, and carried unanimously to approve item 7 on the Consent Agenda.

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

Staff Report: 115-24

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

The original construction contract amount was \$854,350.50. Quantity adjustments during construction resulted in a final contract amount of

\$812,391.23, an approximate 5% decrease in cost. The decrease in cost can be attributed to an underrun in the total flagging hours required for the project. The contractor was able to execute the work using 12% of the total flagging hours originally estimated for the project.

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

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

Bailey Smithline, Civil Engineer, 360-487-7791

Motion approved the request.

2. Construction Acceptance and Release of Retainage - 2023 Resurfacing Project

Staff Report: 116-24

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

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

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

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

Bailey Smithline, Civil Engineer, 360-487-7791

Motion approved the request.

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

Staff Report: 117-24

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

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

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

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

The bids are as follows:

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

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

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

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

Motion approved the request.

4. Contract Amendment - Contract #100771 for Raymond Shaffer

Community Park

Staff Report: 119-24

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

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

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

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

Request: Authorize the City Manager to execute Amendment 1 of the contract with Site Workshop Landscape Architecture by \$279,622.00 for a new contract amount of \$452,202.00 for permit documents, plans, specifications, estimating, bidding

support, construction administration and closeout support for Shaffer Community Park. Also, authorize the City Manager to amend this contract as needed, including the contract amount for up to an additional 10% of the new contract value per Amendment #1.

Roman Gutierrez, Park Developer, 360-487-8320

Motion approved the request.

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

Staff Report: 120-24

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

On February 23, 2024, a Request for Qualifications (RFQ #16-24) was issued by the City for transportation construction inspection. Along with standard advertising, firms from the MRSC list, which include veteran-, minority-, and women-owned firms, were notified of the solicitation. The City received responses from three firms. Responses were evaluated for responsiveness, team qualifications, team experience, and project approach.

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

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

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

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

Motion approved the request.

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

Staff Report: 121-24

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

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

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

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

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

Motion approved the request.

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

Staff Report: 123-24

In June 2023, the Washington Association of Sheriffs and Police Chiefs allocated \$258,375 in State funding to Clark County and its cities to

enhance law enforcement monitoring of registered kidnapping and sex offenders required by state law (RCW 9A.44.130). Law enforcement officers must provide face-to-face verification at a registered sex offender's place of residence every 3-12 months based on the level of offense. The Clark County Sheriff's Office coordinates and maintains the sex offender registry and database entries for the public website for all sex offenders within the county. Vancouver Police is responsible for monitoring registered sex offenders and kidnapping offenders who live within the city of Vancouver.

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

The Clark County Sheriff's Office has provided an interlocal agreement with the City of Vancouver effective July 1, 2023 – June 30, 2024, disbursing \$98,012.86 for police overtime, training and equipment to support sex offender monitoring and compliance with State law.

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

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

Motion approved the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for June 17, 2024.

Motion approved claim vouchers in the amount of \$4,730,739.89.

Public Hearings (Item 9-11)

9. 2024 Charter Review Committee Recommendations

Staff Report: 114-24

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

prevent the acceptance of electronic signature on petitions.

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

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

The proposed amendment is:

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

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

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

Aaron Lande, Policy and Program Manager, provided an overview of the 2024 Charter Review Committee Recommendations.

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

- Kimberlee Goheen Elbon, La Center, WA
- Carmen DeLeon, Vancouver

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

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve Resolution M-4282.

10. **2025-2030 Transportation Improvement Program Adoption**

Staff Report: 122-24

A RESOLUTION adopting the City of Vancouver's Comprehensive Six-Year

Transportation Improvement Program for 2025-2030 and the City's Arterial Street System and Classification Map.

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

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

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

- Begin transforming the TIP into a true 6-year plan (eventually removing projects outside the 6-year horizon). Projects outside the 6-year horizon will reside on the City's Capital Facilities Plan (CFP), which is currently being updated as part of the comprehensive plan update. Until the comprehensive plan is adopted, the unfunded list of projects will include near-term (within the 6-year horizon) and long-term (beyond the 6-year horizon) projects.*
- Updated project prioritization scoring tool to match the Transportation System Plan (TSP) methodology. Staff will continually evaluate scoring criteria/methodology each year to ensure outcomes match citywide policies and goals.*
- Integrated TSP projects into the TIP as needed.*
- Added justification for why projects were removed from last year's TIP (starting on page 33).*
- Added a scoring matrix to the TIP prioritization section of the TIP (page 31).*
- No proposed changes to the arterial map this year. The map may be updated next year based on staff's review of street typologies in the coming year.*

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

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

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

Chris Malone, Public Works Finance and Asset Manager, provided an overview of the 2025-2030 Transportation Improvement Program Adoption.

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

- Kimberlee Goheen Elbon, La Center, WA

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

Motion by Councilmember Stober, seconded by Councilmember Perez, and carried unanimously to approve Resolution M-4283.

11. **Amendments to the Procurement Ordinance, Vancouver Municipal Code 3.05**

Staff Report: 112-24

AN ORDINANCE of the City of Vancouver relating to the amendment of procurement policies and requirements set forth in Vancouver Municipal Code (VMC) Section 3.05; adopting legislative findings; amending VMC Sections 3.05.040, 3.05.240, and 3.05.330 to reflect recent changes in state law and procurement needs; providing for severability; and setting an effective date of July 1, 2024.

The City updated its procurement ordinance in 2010, 2012, 2016, and 2023. In 2023, the State legislature modified the small works roster program and eliminated the limited works roster process, which requires amendments to the City's procurement ordinance. In addition, staff determined a new special market condition should be added to the ordinance because of the City's specific procurement needs regarding internet service providers. Proposed changes include:

- *Section 3.05.040 Special Market Conditions: Add internet services to market conditions exempt from the procurement process.*
- *Section 3.05.240 When Bids are Required for Public Works and Improvements: Update language consistent with 2023 legislative updates.*
- *Section 3.05.330 Small Works Roster- Limited Works: Update language consistent with 2023 legislative updates.*

Staff recommends approving the amended City Procurement Ordinance, Vancouver Municipal Code (VMC) Chapter 3.05.

Request: On Monday, June 17, 2024, subject to second reading and public hearing, approve the amended City Procurement Ordinance, Vancouver Municipal Code (VMC) Chapter 3.05.

Anna Vogel, Procurement Manager, provided an overview of the Amendments to the Procurement Ordinance, Vancouver Municipal Code 3.05.

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

- Kevin Lux, Vancouver
- Kimberlee Goheen Elbon, La Center, WA

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

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4451.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homeless Emergency Response Update #7

Jamie Spinelli, Homeless Response Manager, discussed the Homeless Emergency Response Update #7.

City Council Policy Update

Jonathan Young, City Attorney, discussed the City Council Policy Update.

Adjournment

7:59 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: Written comments for City Council meeting
Date: Monday, June 17, 2024 8:49:41 AM

From: [REDACTED] <[REDACTED]>
Sent: Saturday, June 15, 2024 7:08 AM
To: City Council <council@cityofvancouver.us>
Subject: Written comments for City Council meeting

You don't often get email from [REDACTED]. [Learn why this is important](#)

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

This is absolutely an issue and request that I do not agree with, to spend this amount of money for this particular problem is unfathomable, counseling and a job and or education should be enough to send them on their way to bettering their lives. We taxpayers have enough on our plates and not to add more problems and issues on it. I am totally against this project!

Georgiann Cain

From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Harris, Rep. Paul](#); [Dollar, Sarah](#); [Reform Clark County - Rob Anderson](#)
Subject: toxic water
Date: Tuesday, June 11, 2024 7:36:49 PM

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



Counting My Pennies

Follow

4K Followers

5 U.S. States Where Drinking Water Quality is Falling Below Standards

Story by Mary Austin • 1w



5 U.S. States Where Drinking Water Quality is Falling Below Standards



Louisiana



Washington (W.A.)^{©flickr}

While Washington boasts a seemingly plentiful water supply, agricultural runoff and failing septic systems threaten water quality in some rural communities. A 2022 Washington Department of Ecology (Ecology) report identified 217 public water systems with violations.

Send to council members and Melneck. Put on Public Record and confirm that you did. thanks from Wynn



City Council Meeting Minutes

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

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

June 24, 2024

Vancouver City Council Executive Session and Community Forum

The City Council held an Executive Session from 4:00 pm - 5:30 pm covering the topic of Personnel – RCW 42.30.110(1)(g).

City Council held a Community Forum on June 24, 2024, beginning at 6:30 p.m.

The June 24, 2024, City Council Community Forum was held at the Firstenburg Community Center.

Present: Councilmembers Harless, Fox, Perez, Paulsen, Stober, and Mayor McEnery-Ogle

Absent: Councilmember Hansen

During the Community Forum, the following action was taken. Discussion with community members on any topic(s) related to City business.

Executive Session - Vancouver City Hall - 415 W 6th Street, Vancouver, WA; Community Forum - Firstenburg Community Center - 700 NE 136th Ave, Vancouver, WA

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.

PO Box 1995 | Vancouver, WA 98668-1995

cityofvancouver.us

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

June 29, 2024

VANCOUVER CITY COUNCIL SPECIAL MEETING

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

Mayor McEnerny-Ogle called the Special Meeting of the Vancouver City Council to order at 8:30 a.m.

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

Absent: None

8:30 p.m. - 3:30 p.m. Executive Session Re: Personnel – RCW 42.30.110(1)(g)

Mayor McEnerny-Ogle announced the Council would be entering executive session until 3:30 p.m. to discuss Personnel, per RCW 42.30.110(1)(g).

Council re-entered public session at 3:11 p.m.

Mayor McEnerny-Ogle adjourned the special meeting at 3:11 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

Staff Report: 168-24

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Bid Award - NW Daniels St (W 34th St to W 39th St) Water Main Replacement, per ITB 24-40

Key Points

- This project increases water system integrity and reliability by replacing aging water mains.
- Nine bids were received and Halme Excavating, Inc. has been determined to be the lowest responsive and responsible bidder.
- Award of bid allows the City to move forward with construction.

Strategic Plan Alignment

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

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

Present Situation

This project will install approximately 1,500 linear feet of 8-inch water main to replace an aging 4-inch steel pipeline on Northwest Daniels Street from West 34th Street to West 39th Street.

The existing pipes are over 100 years old and have a maintenance history which indicates they are in need of replacement. Replacement will improve the pipeline integrity, reliability, and increase fire flow. Pavement restoration will be completed to restore the roadway where utility work occurs.

On August 20, 2024, the City received nine bids for the subject project. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Halme Excavating, Inc., Battle Ground, Washington	\$364,463.49
Advanced Excavating Specialists, LLC, Kelso, Washington	\$427,349.70
Grade Werks Excavating LLC, Battle Ground, Washington	\$460,851.04
Compass Construction NW LLC, La Center, Washington	\$462,997.87
SLE Inc, Vancouver, Washington	\$473,534.16
KKLA Contractors, Clackamas, Oregon	\$506,038.72
KR Homes, LLC, Winlock, Washington	\$553,359.09
Raz Construction, Ridgefield, Washington	\$561,151.79
Legacy 6 Inc, Ridgefield, Washington	\$798,506.40
Engineers' Estimate	\$445,000

Halme Excavating, Inc of Battle Ground, Washington was the lowest responsive and responsible bidder, and has successfully completed at least three similar construction projects of this size and scope within the last three years.

The engineer's estimate is below the threshold for an apprenticeship utilization goal. There is no

requirement for apprenticeship hours on this project.

Advantage(s)

1. Increases water system integrity and reliability.
2. Increase fire flow.
3. Eliminates high maintenance mains and costly repairs.

Challenge(s)

Temporary disturbances and disruptions unavoidable during construction.

Budget Impact

Sufficient funds have been included in the 2023-24 Capital Water Budget for this work as project PRJ100884.

Prior Council Review

Funding approved during the 2023-2024 capital budget process.

Action Requested

Award a construction contract for the NW Daniels St (W 34th St to W 39th St) Water Main Replacement project, to the lowest responsive and responsible bidder, Halme Excavating, Inc of Battle Ground, Washington at their bid price of \$364,463.49 which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Staff Contact

Michelle Henry, Senior Civil Engineer, michelle.henry@cityofvancouver.us

Attachments:

1. ITB24-40_UnExContract
2. Project Boundry Map



CONSTRUCTION CONTRACT # C-101738
ITB 24-40: NW Daniels St (W 34th St to W 39th St) Water Main Replacement

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 Halme Excavating, Inc., 22514 NE 72nd Avenue, Battle Ground, WA 98604 (hereinafter referred to as the “Contractor”). The City and the Contractor may be collectively referred to herein as the “Parties” or individually as a “Party.”

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-40 and all addenda thereto, Contractor’s Bid to said ITB, the Project Plan Set and Special Provisions, and City Council’s approval on [Click here to enter a date](#) 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 an 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 furnishment and installment of approximately 1,534 linear feet of 8-inch ductile iron water main with appurtenances and pavement restoration and other work, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

The Contract Work shall be Physically Complete within 25 Working Days from the Notice to Proceed.

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 days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(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 SUBCONTRACTOR:** 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 federal, state and municipal laws, rules and regulations whatsoever.

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

- a. 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.
 - b. Have a current Washington Unified Business Identifier (UBI) number.
 - c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
 - d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
 - e. If applicable, have:
 - i. Industrial Insurance (worker's 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.
 - f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$ 364,463.49 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 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.

The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

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

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

- a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as 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 Worker's 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. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
 - d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.
 - e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.
 - f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.
 - g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.
 - i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a 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, 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 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 the Contractor and by any of its subcontractor 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 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 wage rate for an hour's work, in accordance with the provisions of 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 rate 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 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 Contract, 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 judgements, 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 the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's 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. The 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 business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

17. COOPERATIVE PURCHASING: The Washington State interlocal Cooperation Act, Chapter 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 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 website](#) or by phone at 800-451-7985, or the [City's website](#) 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 the 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 the 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 City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Andrew Halme
Halme Excavating, Inc.
22514 NE 72nd Ave.
Battle Ground, WA 98604
Office@halmepnw.com

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Company Name

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

LEGEND

WATER MAIN

BOUNDRY OF CONSTRUCTION AREA



Staff Report: 169-24

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Contract Amendment - Heights District Infrastructure Design

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.
- City staff identified a phasing strategy of the development and construction of the Tower Mall Redevelopment Area (TMRA). 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.
- The contract was amended in May 2023 to advance the design of certain public infrastructure from the preliminary design to construction ready documents to support the first phase of private development in the TMRA. Specifically, the intersection at Mill Plain Blvd and MacArthur Blvd; the Grand Loop north and east segments and the intersection at MacArthur Blvd and Lieser Road.
- Subsequently, the contract was amended several times to extend the contract termination date. The most recent amendment No.4 dated June 27, 2024, extended the termination date to September 30, 2024.
- The contract needs to be amended again to advance the design of the next phase of public infrastructure from 30% to 100% design and to conduct work to meet federal grant funding obligations.

Strategic Plan Alignment

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

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

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

Present Situation

- A preliminary design of the Heights District infrastructure improvements was completed in March 2023. This preliminary design included the roadways, water, sewer, and stormwater improvements as well as the design of the new parks in the Heights District.
- Over the last 15 months the design of 4 roadway projects (Mill Plain Blvd/ MacArthur Blvd intersection; the north and east segments of the Grand Loop and the MacArthur Blvd/ Lieser Road intersection) have been advanced from preliminary design to construction ready

documents.

- To maintain project momentum, it's necessary to continue the next phase of design, which requires amending the professional services contract with FFF again. Additionally, there's environmental review work required to meet federal grant funding obligations that is not covered under the existing FFF contract.
 - The scope of work under this Amendment includes the following.
1. Final permitted and construction ready plan sets for the following infrastructure as shown in the attached map. The roadway projects include full design of the streetscape, utilities, landscaping, irrigation etc.
 - Civic Plaza and pavilion building in plaza (colored blue)
 - Mill Plain Blvd / Devine Road intersection (colored purple)
 - Segment of Devine Road adjacent to Plaza (colored orange)
 - Devine Road/Grand Loop intersection (colored red)
 2. National Environmental Policy Act (NEPA) Permitting Preparation. The City was awarded federal grant funding to fund the construction of the intersection at Mill Plain Blvd and MacArthur Blvd and the north and east segments of the Grand Loop, which triggers compliance with NEPA. This is a standard process with all federally funded infrastructure projects.
 3. Bidding and Construction Support Services. The Mill Plain Blvd/MacArthur Blvd intersection is projected to start construction Q1 2025, which requires bidding and construction support from the engineer of record.
 4. Platting TMRA and general development support. A required step in the redevelopment of the TMRA is to undergo a platting process to create new legal lots for the development parcels. The City will record a plat with the new street network and parcel layout of all city-owned land in the TMRA in accordance with the Masterplan.

Advantage(s)

This scope of work will provide the necessary design documentation to construct the second phase of public infrastructure to support development of the District.

Challenge(s)

Foreseen challenges have been captured in the scope of work. This contract amendment is a necessary next step to continue the momentum of implementing the Heights District Plan and redevelopment of the District.

Budget Impact

The total cost of this contract amendment is \$3,199,219.07, increasing the contract amount to \$8,270,688.07. This contract amendment is partially funded by the Transportation Benefit District, specifically, the transportation portion of the contract, and the 2023-24 Biennial budget contains the balance of funding for the project.

Prior Council Review

Council Workshop on February 26, 2024

Approval of First Forty Feet Contract Amendment No.1 dated May 22, 2023, on May 8, 2023

Approval of First Forty Feet Contract dated March 14, 2022, C-100846 on February 28, 2022

Action Requested

Authorize the City Manager, or designee, to execute Amendment No.5 to the Professional Service Agreement with First Forty Feet to advance the next phase of design of public infrastructure and

increase the contract amount by \$3,199,219.07 to a revised amount of \$8,270,688.07.

Staff Contact

Amy Stewart, Real Estate Project Manager, amy.stewart@cityofvancouver.us

Attachments:

1. Heights District Public Infrastructure Design Contract Amendment No.5
2. Scope of Work Map
3. Amendment No 4 executed
4. Amendment No 3 executed
5. Amendment No 2 executed
6. Amendment No 1 executed
7. Services Contract C-100846 with fees executed



SERVICE AGREEMENT C-100846
AMENDMENT No. 5
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 \$3,199,219.07 to a revised authorized amount of \$8,270,688.07.
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. 5 Scope of Work.
3. **Amend** the language contained in Section 4, Term of Agreement, with language in herein:
 - Termination date extended to December 31, 2025.
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:
Company Name

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Architecture
Urban Design
Community Planning

The Heights District Project – TMRA Redevelopment

Amendment 5

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 the Civic Plaza (Blue), portions of Devine Road (orange), the intersection of Pheonix Way (red), and the intersection of Mill Plain @ Devine Road (purple). The scope of work will include design development, 100% construction documentation, urban design specifications, continued key stakeholder and commissions engagement, arts integration, lighting design, MEP, water feature engineering, land use planning, traffic and design engineering, SEPA/NEPA and environmental analysis, and miscellaneous support.

The Project team includes:

- **FIRST FORTY FEET LLC** – Overall Project Management, NEPA Coordination, Urban Design, Placemaking and Streetscape Specifications/Guidelines, Grand Loop Design, Civic Plaza Design, Communications and Engagement support. Architecture for the Civic Plaza Building.
- **PBS Engineering and Environmental LLC** – NEPA Coordination and Preparation, Civil Design Documentation, Roadway Engineering, Intersection Design, Traffic Signal Design, Landscape Architecture, Planting Design, Irrigation Design, Stormwater Design, Utility Design, Permitting, Communications support, Project Estimating, and Specifications. Structural for the Civic Plaza Building. Geotechnical for Civic Plaza.
- **STO Design Group, Inc.** - Water Play Feature Engineering and Aquatic Engineering Systems Design
- **Sazan Engineering** – Lighting, Mechanical, Electrical, Plumbing
- **DCW Cost Estimating** – Cost Estimating at 60% and 90%
- **Global Transportation Engineering** – Fiber Optic Design

- **Archaeological Investigations Northwest (AINW)** – NEPA Coordination and Cultural Resource Services

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 following amended scope of work tasks describes how the Consultant Team will collaborate with the COV project manager, city staff, key stakeholders, and regulatory agencies to confirm the original 30% design and progress the basis of design to the final 100% design as individual bundled plans, specs, and estimates (PS&E) for future advertisement. The following is a summary of the 'updated' Tasks and Subtasks within the original contract including the bundling of subtasks 7.3 and 7.4 into a single bid package in support of federal funding received by the City:

- Task 1 – Project Orientation (Update)
- Task 4 – Design Development Documents
 - Subtask 4.6 – Geotechnical Engineering (Update)
- Task 5 – Permitting (New)
 - Subtask 5.3 – Permitting Preparation
- Task 6 – Project Specific Public Involvement (Update)

Task 7 – Final Design Development Drawings

Subtask 7.1 - Mill Plain and MacArthur Intersection (Update)

Subtask 7.3 - North TMRA Loop Road (Update)

Subtask 7.4 - East TMRA Loop Road (Update)

Subtask 7.5 - Mill Plain and Devine Intersection (New)

Subtask 7.6 - Civic Plaza (New) & Civic Plaza Building Design (New)

Subtask 7.7 – Mill Plain Striping (New)

Subtask 7.8 - General City TMRA Development Support (New)

Subtask 7.9 - Land Use and Planning Application & Approvals Coordination

Subtask 7.10 - Engineering and Construction Permit Coordination & Review (New)

Task 8 - Bidding and Construction Support Services (New)

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 every 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
 - 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
4. Estimated Notice-to-Proceed (NTP) for Amendment 5 will be two-fold—portions of the Grand Loop North and continued work associated with Amendment No. 3 will start on **April 2024**. The Civic Plaza design will start **September 2024**. NEPA process and documentation will be completed within 6 months from estimated Notice to Proceed, provided no complications arise.
5. Final Design and Construction Support 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 Addendum 2 to the contract.
 - Final design development and construction support services will be 21 months from Notice to Proceed (Estimated completion December 2025). FFF will provide City a detailed design schedule with key milestones following execution of this Contract Amendment.
 - 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.
 - NEPA Permitting will only apply to the Mill Plain & MacArthur intersection.
 - Construction support services described within this amendment are in support of the Mill Plain & MacArthur project as designed in Task 7.1.
 - City will provide Right-of-Way consulting services.
6. Milestone deliverables will be accompanied by 60% and 90% cost estimates.

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, GTE, AINW, STO, Sazan Engineering, and DCW. 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 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 and the Consultant Leadership Team (CLT) will oversee project tasks, deliverables and scheduling and 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 (Update)

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 (Update)

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 (Update)

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.

The Project Management Team (PMT) will provide oversight and decision-making regarding the project scope, tasks deliverables, task deliverables review and schedule. The following is a list of anticipated project management meetings throughout the project's life. Our team will keep the COV updated on meetings not required or needed and those that could be added during the project's life.

Anticipated Project Management Meetings	
Kick-off Mtg. Session	2
PMT Meetings	4
Project Progress Meetings	84
Technical Design Meetings	10
Commissions Meetings	4
City Council Updates	2
Local Programs NEPA Meetings	3
Construction Meetings	18
Land Use Application Meetings	4
Total:	131

1. Preparation for and attendance for one 90-minute project kickoff meeting session over Microsoft Teams with COV staff and the Consultant Leadership Team (CLT). This meeting will establish the next steps for newly 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 six (6) 1.5-hour video conference City PMT meetings.

3. Preparation for and attendance of up to ten (10) one-hour project deliverables work session/review meetings with select members of the TAC. These meetings will be to discuss project design with City technical staff to support milestone deliverables.
4. Preparation for and attendance of up to two (2) one-hour project coordination meetings with Commissions or Public Agencies (PA) and the City Council.
5. Preparation and attendance at NEPA kick-off virtual meeting with City Staff, WSDOT Local Programs, and WSDOT Environmental staff including up to three Consultant team staff attending a 1-hour NEPA kick-off meeting. Up to two (2) 1 hour video conference WSDOT Local Programs follow-up meetings.
6. Support attendance for up to eighteen (18) of the anticipated seventy-two (72) weekly City led construction meetings for the Mill Plain and MacArthur Intersection project as described in Task 8 of this scope.
7. Facilitate up to three focused meetings dedicated to land use and planning applications. Attend Pre-Application Conference Meeting.

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

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 and PBS shall coordinate with Local Programs in support of requirements associated with their oversight of projects which have federal funds. These discussions will address processes associated with development of NEPA documentation and maintain Implementation critical path project schedule elements such as cultural approvals, Right-of-Way funding, and ultimately construction funding approval.
3. 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.

4. The Consultant Leadership Team will coordinate project tasks and activities with the COV.
5. The Consultant Leadership Team will facilitate coordination with necessary agencies identified by COV throughout the design and approval process.
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.

Subtask 1.4: Quality Assurance/Quality Control (Update)

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. Dustin Cooley 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 (No Change)

Task 2: Communications Plan (No Change)

Task 3: Master Plan (No Change)

Task 4: Design Development Documents (Update)

Subtask 4.6: Geotechnical Engineering

The Civic Plaza stage canopy and structure will likely require selective geotechnical investigations. The task will include inspection of geotechnical investigations to document subsurface conditions in locations of the civic plaza building and/or the stage canopy structure.

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 within the Civic Plaza in support of structures and stormwater within the site. Future buildout will require disposal of stormwater collected on City streets and will likely be accomplished using onsite infiltration. PBS' current plans are to complete borings within the proposed Civic Place area to develop foundation recommendations for structures and complete on-site infiltration testing. PBS will provide input regarding appropriate standard pavement sections based on soil type and consistency/relative density.

Subtask 4.6.2: Geologic Map Review (No Change)

Subtask 4.6.3: Subsurface Exploration (Updated)

Subsurface conditions will be explored by completing four borings, including two borings to depths of up to 30 feet below the existing ground surface (bgs) for the new structure and two borings to depths of up to 10 feet bgs for the courtyard, using a truck-mounted drill rig. Borings will be advanced to the indicated depths 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

Up to two infiltration tests will be completed, one each in the 10-foot borings, at depths between 4 to 6 feet bgs. A soil sample will be collected at each boring immediately below the infiltration test depth for laboratory testing. Explorations will be extended up to 5 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 explorations 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
- Liquefaction potential
- Building slab recommendations, including:
 - a. Subgrade preparation
 - b. Moisture mitigation
 - c. Modulus of subgrade reaction
- Shallow foundation design recommendations:
 - a. Minimum embedment
 - b. Allowable bearing pressure
 - c. Estimated settlement (total and differential)
 - d. Sliding coefficient
- Earthwork and grading, cut, and fill recommendations:
 - a. Structural fill materials and preparation, and reuse of on-site soils
 - b. Wet weather considerations
 - c. Utility trench excavation and backfill requirements
 - d. Temporary and permanent slope inclinations
- Seismic design criteria in accordance with the current International Building Code (IBC) with state of Washington amendments

Task 5: Permitting (Update)

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 the project will be required to comply with the National Environmental Policy Act (NEPA). Based on the proposed project timeline, the NEPA review process will be initiated during further refinement beyond 30% without impacting delivery and construction timeframes. At this time only the Mill Plain & MacArthur project will be receiving federal funding with the following NEPA scope supporting those documents and coordination with WSDOT Local Programs to obtain funding approval milestones. The City will be responsible for contracting with a Right-of-Way subcontractor to support required documentation in conjunction with obtaining funding approvals for acquisition.

Subtask 5.1: Preliminary Permitting Assessment (No Change)

Subtask 5.2: Permitting Preparation (No Change)

Subtask 5.3: Federal Level Environmental Permitting

The project will involve federal funding, which will trigger compliance with NEPA. The project will complete NEPA compliance through the Categorical Exclusion (CE) process, which is administered by WSDOT local programs. Coordination with WSDOT local programs will be instrumental in achieving a smooth permitting process as they will facilitate the NEPA review process and consultation with FHWA. The individual discipline reports will accompany the WSDOT NEPA Categorical Exclusion Documentation Form that serves as the “application” for CE approval. There are no discreet state natural resources related permits that will be required. As of now the project team will develop NEPA permitting for the **entire** Tower Mall Redevelopment Area (TMRA) for the purposes of supporting the following project specific projects:

- Subtask 7.1 - Mill Plain & MacArthur Intersection
- Subtask 7.3 - TMRA Loop Road North
- Subtask 7.4 - TMRA Loop Road East

Subtask 5.3.1 Mill Plain & MacArthur Intersection Permitting

The tasks necessary to receive the required natural resource related permits are presented by jurisdiction below. This task is to begin upon receipt of NTP for this amendment as the intersection has earmarked federal funding.

Environmental Review and Documentation Task Assumptions

- Permit fees will be paid by the City.
- No wetlands are anticipated within the project limits.
- City will conduct one round of review for all permit narratives and technical memoranda. Documents will be provided electronically.
- Meetings are limited to those defined in project tasks.
- Consultant will assemble and submit applications to the City.

- Consultant will not provide individual section 4(f) evaluation at this time. Subtask 5.3.1.5 will evaluate section 4(f) determination at which point an amendment will be required to include additional 4(f) permitting support.

Subtask 5.3.1.1 NEPA CE – Environmental Justice Memo

As part of NEPA compliance, the project will be required to demonstrate that minorities or other protected populations will not be disproportionately affected by the project. The driving force behind this requirement is detours or traffic effects during construction. PBS staff will complete an environmental justice memo that will quantify affected demographics, identify minorities and underserved populations, and determine if the project has the potential to disproportionately affect them.

Assumptions:

- None

Deliverables:

- Draft and final Environmental Justice Report

Subtask 5.3.1.2 NEPA CE – Hazardous Materials Assessment

PBS will complete a Hazardous Materials Phase 1 assessment of the Site and present the results in a Hazardous Materials Discipline Report (Hazmat Report). The assessment will be conducted using methods and procedures in general accordance with WSDOT NEPA Categorical Exclusion Handbook (Chapter 4.5). The assessment will include using the following resources to identify sites or areas of potential concern:

- Standard environmental database searches;
- Washington Department of Ecology (Ecology) records available through their public web portal;
- Sanborn fire insurance maps (if available);
- Historical city directories (if available); and
- Historical aerial photographs

Additionally, a windshield survey of the site will be conducted. The survey will include observing the site from the public right-of-way (ROW) and will not include accessing non-public property. Site features will be documented in a photograph log to be included in the Hazmat Report. Draft and Final Hazardous Materials Discipline Reports will be provided in electronic format and will identify and evaluate known or potentially contaminated sites that may:

- Affect the environment during construction;
- Create significant construction impacts; and/or
- Incur cleanup liability to the local agency.

The level of effort for the discipline report is dependent largely on the conditions and construction parameters of the proposed construction. Based on our current understanding of the project, a low-level assessment will adequately characterize the site and potential risks at the current stage of development.

Assumptions:

- A full ASTM E1527-21 compliant Phase 1 Environmental Site Assessment will not be required
- The site does not contain known hazardous materials that would dictate further review as per WSDOT guidance.
- City will have one round of review and comment.

Deliverables:

- Draft and final Hazardous Materials Report in electronic format

Subtask 5.3.1.3 NEPA CE – Endangered Species Act (ESA) No Effect Memo

The NEPA CE process requires the applicant to demonstrate that the project will not affect plant and animal species listed under the federal Endangered Species Act (ESA). The project area does not contain terrestrial species that are regulated under the ESA. However, there are numerous ESA-listed fish species within the Columbia River a short distance south of the project area. Since the project will infiltrate all stormwater runoff with no discharge to surface waters, completion of an ESA No Effect memo will satisfy the needs of the NEPA CE.

Assumptions:

- All stormwater will be fully infiltrated.
- The project will not include direct stormwater outfalls to nearby streams.
- City will have one round of review and comment.

Deliverables:

- Draft and final No Effect Memo

Subtask 5.3.1.4 NEPA Categorical Exclusion (CE) Submittal

This task entails completing and updating the NEPA CE application and the coordination with local programs necessary to shepherd the project through the review and approval process. It is important to note that WSDOT local programs prefers to have the individual discipline reports submitted to them as they are made available. This is in lieu of a single complete application “package” once all reports are completed. As such, PBS will work with local programs, subconsultants, and project stakeholders to coordinate, submit, and track deliverables. This task includes the completion of various checklists and minor memos that address minor issues such as noise and sole source aquifer protections.

Assumptions:

- None

Deliverables:

- Draft and final NEPA CE form and attendant discipline reports

Subtask 5.3.1.5 Cultural Resources (AINW)

The intersection improvements at the Mill Plain & MacArthur project will be federally funded and will require compliance with Section 106 of the National Historic Preservation Act (NHPA). WSDOT will serve as lead federal agency.

- The cultural resources survey and report will be prepared to Section 106 standards. The report will provide information for WSDOT and for State Environmental Policy Act (SEPA) submittal.
- WSDOT has designated proxy responsibilities under Section 106 to coordinate with Washington State Department of Archaeology and Historic Preservation (DAHP) and tribes.

The cultural resources study will consist of a survey to identify historic resources (i.e., buildings, sites, structures, objects, and districts built at least 45 years ago) and archaeological resources within the Area of Potential Effects (APE) for the project. The cultural resource survey be directed by AINW meeting the professional qualifications of the Secretary of the Interior’s Standards and Guidelines in Archaeology and Historic Preservation.

The following tasks will be performed:

- AINW staff will draft an Area of Potential Effects (APE) submittal document for review and approval by WSDOT. The submittal will include background information for the project area, a review of previous cultural resource surveys, and proposed methodology for cultural resources survey and documentation.
 - a. The City of Vancouver and/or the City's consultant team will provide the following to AINW to incorporate into the document.
 - i. Photographs of the APE.
 - ii. A narrative description of the project and proposed design features.
 - iii. Anticipated depth of ground disturbance for design features.
 - iv. Spatial data for the limits of ground disturbance and/or the project's APE.
 - b. Most of the APE will be limited to existing right-of-way with exception to the Tower Mall Redevelopment Area, at the intersection of MacArthur Boulevard and N Blandford Drive, where right-of-way acquisition may be needed.
- The field investigation for archaeology will consist of a pedestrian survey and shovel testing. AINW staff will survey the APE from existing rights-of-way and City-owned land. If access to private property is needed to complete the survey, AINW will request that the City of Vancouver obtain rights of entry.
 - a. AINW archaeologists will walk the APE using pedestrian transects spaced approximately 10 meters (30 feet) apart or less. The purpose of the archaeological pedestrian survey will be to identify archaeological resources on the ground surface, if any are present, and to identify areas for shovel testing to look for evidence of buried archaeological resources within the APE.
 - b. AINW will excavate up to 20 shovel tests in unpaved areas of the APE that will be impacted by the project.
 - i. It is assumed that shovel testing will be limited to rights-of-way and City-owned land, and that shovel testing will not be necessary on private land.
 - ii. The shovel tests will measure at least 30-centimeters in diameter and be excavated to a minimum depth of 50 centimeters. Excavation in a sample of the shovel tests will be extended using a 15-centimeter-diameter bucket auger to look for evidence of deeper archaeological deposits.
 - iii. If artifacts are encountered, they will be bagged, labeled, and reburied in the shovel test where they were observed. Artifacts will not be collected. Shovel tests will be backfilled upon completion.
 - iv. Up to 1 archaeological site will be identified and recorded as a result of the survey.

- c. AINW staff will survey the APE for historic resources (i.e., buildings, sites, structures, objects, and districts built at least 45 years ago). It is assumed that up to 3 historic resources will be identified within the APE and on parcels crossed by the APE.
 - i. AINW architectural historians will collect data on physical features, setting, and historical integrity for each historic resource from existing road rights-of-way.
 - ii. Historic Property Inventory Forms will be prepared in the WISAARD database for each historic resource identified, unless the resource is a historic district.
 - iii. AINW architectural historians will evaluate the eligibility of each historic resource for listing in the National Register of Historic Places (NRHP) and assess the potential for historic resources to be adversely affected by the project.

Assumptions:

- The APE will be limited to existing right-of-way, with the exception of a small area on the north side of MacArthur Boulevard where the City is purchasing right-of-way for N Blandford Road to continue.
- The APE will encompass all proposed acquisitions, easements, and staging areas necessary to construct the project.
- It is assumed that if NRHP-eligible cultural resources are identified in the APE they will be avoided.
 - The APE intersects the Southcliff Neighborhood Historic District, which was determined eligible for listing in the NRHP in 2020. AINW will assess the project's potential effects to the historic district. AINW will not prepare Historic Property Inventory forms for individual buildings of the historic district.
- It is assumed the project will be no adverse effect on historic properties under Section 106 of the NHPA.
- It is assumed the project will not encroach upon the boundary of a historic site as defined by Section 4(f) of the U.S. Department of Transportation Act.

Deliverables:

- Draft and final APE submittal document.
- AINW will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include findings and recommendations for cultural resources within the project area. If an archaeological site is identified, up to one site form will be prepared and appended to the report.
- The report will be prepared to meet review by several agencies. The report will meet:
 - Review by the City and to provide information needed for SEPA review; and
 - Review by WSDOT and DAHP for Section 106 of the NHPA compliance.

Out of Scope

- If an archaeological site is found that cannot be avoided by the project, additional archaeological work may be needed to delineate the boundary of the site within the APE and/or to evaluate the site for NRHP eligibility.

Subtask 5.3.2 TMRA Permitting

The tasks necessary to receive the required natural resource related permits are presented by jurisdiction below. With identified federal funding for both the north and east loop roads as described in subtasks 7.3 and 7.4, the permitting package will be prepared in support of the broader TMRA.

Environmental Review and Documentation Task Assumptions

- Permit fees will be paid by the City.
- No wetlands are anticipated within the project limits.
- City will conduct one round of review for all permit narratives and technical memoranda. Documents will be provided electronically.
- Meetings are limited to those defined in project tasks.
- Consultant will assemble and submit applications to the City.
- Consultant will **not** provide individual section 4(f) evaluation at this time. Subtask 5.3.2.5 will evaluate section 4(f) determination at which point an amendment will be required to include additional 4(f) permitting support.

Subtask 5.3.2.1 NEPA CE – Environmental Justice Memo

As part of NEPA compliance, the project will be required to demonstrate that minorities or other protected populations will not be disproportionately affected by the project. The driving force behind this requirement is detours or traffic effects during construction. PBS staff will complete an environmental justice memo that will quantify affected demographics, identify minorities and underserved populations, and determine if the project has the potential to disproportionately affect them.

Assumptions:

- None

Deliverables:

- Draft and final Environmental Justice Report

Subtask 5.3.2.2 NEPA CE – Hazardous Materials Assessment

PBS will complete a Hazardous Materials Phase 1 assessment of the Site and present the results in a Hazardous Materials Discipline Report (Hazmat Report). The assessment will be conducted using methods and procedures in general accordance with WSDOT NEPA Categorical Exclusion Handbook (Chapter 4.5). The assessment will include using the following resources to identify sites or areas of potential concern:

- Standard environmental database searches;
- Washington Department of Ecology (Ecology) records available through their public web portal;
- Sanborn fire insurance maps (if available);
- Historical city directories (if available); and
- Historical aerial photographs

Additionally, a windshield survey of the site will be conducted. The survey will include observing the site from the public right-of-way (ROW) and will not include accessing non-public property. Site features will be documented in a photograph log to be included in the Hazmat Report. Draft and Final Hazardous Materials Discipline Reports will be provided in electronic format and will identify and evaluate known or potentially contaminated sites that may:

- Affect the environment during construction;
- Create significant construction impacts; and/or
- Incur cleanup liability to the local agency.

The level of effort for the discipline report is dependent largely on the conditions and construction parameters of the proposed construction. Based on our current understanding of the project, a low-level assessment will adequately characterize the site and potential risks at the current stage of development.

Assumptions:

- A full ASTM E1527-21 compliant Phase 1 Environmental Site Assessment will not be required

- The site does not contain known hazardous materials that would dictate further review as per WSDOT guidance.
- City will have one round of review and comment.

Deliverables:

- Draft and final Hazardous Materials Report in electronic format

Subtask 5.3.2.3 NEPA CE – Endangered Species Act (ESA) No Effect Memo

The NEPA CE process requires the applicant to demonstrate that the project will not affect plant and animal species listed under the federal Endangered Species Act (ESA). The project area does not contain terrestrial species that are regulated under the ESA. However, there are numerous ESA-listed fish species within the Columbia River a short distance south of the project area. Since the project will infiltrate all stormwater runoff with no discharge to surface waters, completion of an ESA No Effect memo will satisfy the needs of the NEPA CE.

Assumptions:

- All stormwater will be fully infiltrated.
- The project will not include direct storm water outfalls to nearby streams.
- City will have one round of review and comment.

Deliverables:

- Draft and final No Effect Memo

Subtask 5.3.2.4 NEPA Categorical Exclusion (CE) Submittal

This task entails completing and updating the NEPA CE application and the coordination with local programs necessary to shepherd the project through the review and approval process. It is important to note that WSDOT local programs prefers to have the individual discipline reports submitted to them as they are made available. This is in lieu of a single complete application “package” once all reports are completed. As such, PBS will work with local programs, subconsultants, and project stakeholders to coordinate, submit, and track deliverables. This task includes the completion of various checklists and minor memos that address minor issues such as noise and sole source aquifer protections.

Assumptions:

- None

Deliverables:

- Draft and final NEPA CE form and attendant discipline reports

Subtask 5.3.2.5 Cultural Resources (AINW)

It is assumed that the majority of public infrastructure within the TMRA will be federally funded and will require compliance with Section 106 of the National Historic Preservation Act (NHPA). WSDOT will serve as the lead federal agency.

- The cultural resources survey and report will be prepared to Section 106 standards. The report will provide information for WSDOT and for State Environmental Policy Act (SEPA) submittal.
- WSDOT has designated proxy responsibilities under Section 106 to coordinate with Washington State Department of Archaeology and Historic Preservation (DAHP) and tribes.

The cultural resources study will consist of a survey to identify historic resources (i.e., buildings, sites, structures, objects, and districts built at least 45 years ago) and archaeological resources within the Area of Potential Effects (APE) for the project. The cultural resource survey will be directed by AINW staff meeting the professional qualifications of the Secretary of the Interior's Standards and Guidelines in Archaeology and Historic Preservation.

The following tasks will be performed:

- AINW staff will draft an Area of Potential Effects (APE) submittal document for review and approval by WSDOT. The submittal will include background information for the project area, a review of previous cultural resource surveys, and proposed methodology for cultural resources survey and documentation.
 - a. The City of Vancouver and/or the City's consultant team will provide the following to AINW to incorporate into the document.
 - i. Photographs of the APE.
 - ii. A narrative description of the project and proposed design features.
 - iii. Anticipated depth of ground disturbance for design features.
 - iv. Spatial data for the limits of ground disturbance and/or the project's APE.

- b. The APE will be limited to the Tower Mall Redevelopment Area and City-owned lands east of N Devine Road. The City is actively acquiring property within the TMRA. The status of land acquisition efforts will have bearing on cultural resources reporting needs when consultation is initiated with WSDOT regarding the APE and survey methodology. As of July 24, 2024, the anticipated APE is limited to proposed public road corridors, parks, and plazas within the TMRA; parcels planned for future development are excluded.
- The field investigation for archaeology will consist of a pedestrian survey and shovel testing. AINW staff will survey the APE from existing rights-of-way and City-owned land. If access to private property is needed to complete the survey, AINW will request that the City of Vancouver obtain rights of entry.
 - a. For areas not previously surveyed, AINW archaeologists will walk the APE using pedestrian transects spaced about 10 meters (30 feet) apart. The purpose of the archaeological pedestrian survey will be to identify archaeological resources on the ground surface, if any are present, and to identify areas for shovel testing to look for evidence of buried archaeological resources within the APE.
 - b. AINW will excavate up to 10 shovel tests in unpaved areas of the APE that will be impacted by the project.
 - i. It is assumed that shovel testing will be limited to rights-of-way and City-owned land, and that shovel testing will not be necessary on private land.
 - ii. The shovel tests will measure at least 30-centimeters in diameter and be excavated to a minimum depth of 50 centimeters. Excavation in a sample of the shovel tests will be extended using a 15-centimeter-diameter bucket auger to look for evidence of deeper archaeological deposits.
 - iii. If artifacts are encountered, they will be bagged, labeled, and reburied in the shovel test where they were observed. Artifacts will not be collected. Shovel tests will be backfilled upon completion.
 - iv. Up to 1 archaeological site will be identified and recorded.
 - c. AINW staff will survey the APE for historic resources (i.e., buildings, sites, structures, objects, and districts built at least 45 years ago). It is assumed that up to 10 historic resources will be identified within the APE and on parcels crossed by the APE.
 - i. AINW architectural historians will collect data on physical features, setting, and historical integrity for each historic resource from existing road rights-of-way.
 - ii. Historic Property Inventory Forms will be prepared in the WISAARD database for each historic resource identified, unless the resource is a historic district.

- iii. AINW architectural historians will evaluate the eligibility of each historic resource for listing in the National Register of Historic Places (NRHP) and assess the potential for historic resources to be adversely affected by the project.

Assumptions:

- The APE will encompass all proposed acquisitions, easements, and staging areas necessary to construct the project.
- One archaeological resource will be identified and documented.
- Up to 10 historic resources will require documentation and evaluation of their eligibility to be listed in the NRHP.
- AINW will assess the project's effect on historic properties that are eligible for listing in the NRHP.
- The project could result in adverse effects on historic properties and encroach upon the boundaries of Section 4(f) historic sites.

Deliverables:

- Draft and final APE submittal document.
- AINW will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include findings and recommendations for cultural resources within the project area. If an archaeological site is identified, up to one site form will be prepared and appended to the report.
- The report will be prepared to meet review by several agencies. The report will meet:
 - Review by the City and to provide information needed for SEPA review; and
 - Review by WSDOT and DAHP for Section 106 of the NHPA compliance.

Out of Scope

- If an archaeological site is found that cannot be avoided by the project, additional archaeological work may be needed to delineate the boundary of the site within the APE and/or to evaluate the site for NRHP eligibility.
- If the project will result in an adverse effect on a historic property, mitigation services are not included in the current agreement.
- If a Section 4(f) historic site is identified and cannot be avoided by the project, evaluation of the project's use of the historic site may be needed and is not included in this agreement.

Task 6: Project Specific Public Involvement (Update)

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 inclusivity across all touchpoints.

Subtask 6.1: Stakeholder Matrix (No Change)

Subtask 6.2: Small-Group Stakeholder Interviews (Update)

The Consultant will facilitate meetings with key stakeholders to confirm the design approach and intent before moving into design documentation. The following areas will be a focus:

1. Mill Plan and Devine Intersection
 - C-TRAN (1)
 - Fire Department (1)
 - TMC (1)
2. TMRA Civic Plaza
 - TMC Commission (1)
 - Parks, Recreation, and Advisory Commission (2)
 - CAHC Commission (2)
 - COV Events Advisory Group (2)

The purpose will be to build relationships, update key stakeholders about the project, and consult them on their concerns to fine-tune the design approach and strategies. We are anticipating two commission meetings, three COV events advisory group meetings, and up to ten TAC meetings throughout 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 the stakeholder list prior to any outreach or interactions.
- The Consultant will attend up to two (2) City-led small-group stakeholder interviews.
- The City will create two (2) small-group interview lists, pulled from the stakeholder information compiled in Subtask 6.1.

- The interviews will be attended by up to two (2) 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 City will create up to two (2) 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 City will provide sign-in sheets, comment cards, a PowerPoint presentation and strip maps, in English, to use at the interviews.
- 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 four (4) 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 project exhibits
- Draft and final review & comment to City prepared meeting notes

Subtask 6.3: City Council Presentations (Update)

Representatives of the Consultant team will be available to attend and present to the Vancouver City Council. They will present the project's status, review plans for upcoming work, stakeholder engagement, 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 (Update)

Representatives of the Consultant team anticipate attending meetings with the Parks, Recreation and Advisory Commission, Transportation and Mobility Commission and the Culture, Art and Heritage Commission. 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 one (3) representative of the Consultant team will attend the 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 (No Change)

Task 7: Final Design Development Documents

This task 7 will be amended to **bundle** the following subtasks 7.3 (Grand Loop North road) and 7.4 (Grand Loop East road) as shown below into a single PS&E package based on receipt of federal funding to support construction. The associated 90% designs for subtasks 7.3 and 7.4 will be updated to combine both sets of plans, specifications, and estimates to support advertisement of a single construction package.

The 90% and Final design phase combined Grand Loop North and Grand Loop East plan set shall include at a minimum the following

336 sheets:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (6 sheets)
4. Roadway Alignment & Survey Monumentation Plan (16 sheets)
5. Construction signing plan (1 sheet)
6. Construction staging plans (3 Sheets)
7. Site-specific traffic control plans (1 sheet)
8. Site prep/demolition plans (9 sheets)
9. Erosion control and grading plans (7 sheets)
10. Erosion control notes detail sheet (2 sheet)
11. Roadway plan over profile sheets showing basic roadway geometry information and stormwater layout (16 sheets)
12. Intersection layouts (9 sheets)
13. ADA Ramp Grading plans (20 sheets)
14. Intersection Jointing Plans (7 Sheets)
15. Surface Water Plans (19 sheets)
16. Utility Plan and Profile sheet (28 sheets)
17. Signing and striping plans (13 sheets)
18. Sign legend sheet (6 sheet)
19. Striping details (4 sheet)
20. Fiber interconnect plans & details (6 sheets)
21. Illumination plans and details (12 sheets)
22. JUT Plans (10 Sheets)

23. FFF- Landscape Material Plans (13 sheets)
24. FFF- Landscape Finish and Color Plans (8 Sheets)
25. FFF- Landscape Layout Plans (13 sheets)
26. FFF- Landscape Joint Layout Plans (13 sheets)
27. FFF- Landscape Site Furnishing Plans (13 Sheets)
28. Landscape Planting and Seeding Prep Plans (15 Sheets)
29. Landscape Planting Plans (16 sheets)
30. Irrigation plans (17 sheets)
31. FFF- Linear Park Details Sheets (13 sheets)
32. Miscellaneous details sheet (6 sheets)
33. Standard detail sheets (11 sheets)

Subtask 7.1: Mill Plain & MacArthur Intersection (Update)

The consultant provided additional effort to redesign the Mill Plain TMRA frontage outside defined project limits following both 60% and 90% design in support of the City Right-of-Way and appraisal support. This included both survey and design team support to define new proposed limits of work, acquisition limits, and temporary easements. In addition, utility plans development standards changed after the original project was scoped requiring additional plans, details, and profiles. The disciplines with added design efforts within the scope that will be addressed with this amendment are as follows including addition of Joint Utility Trench (JUT) information to the Fiber Optic sheets and additional trench details.

- Project Survey
- Fiber Optic
- Roadway
- Utility Coordination and Design

Project Survey (Update)

Traffic Memorandum (No Change)

Illumination Design (No Change)

Fiber Optic Design (No Change)

Streetscape Design (No Change)

Irrigation Design (No Change)

Roadway Design (Update)

NPDES Construction Stormwater General Permit (No Change)

Consultant Grant Funding Support (No Change)

Utility Coordination & Design (Update)

Subtask 7.2: MacArthur & Lieser Intersection (No Change)

Subtask 7.3: TMRA Loop Road North-Devine Segment/Civic Plaza (Update)

The consultant will provide additional effort associated with design to support the added roadway to the south of Blandford to the unnamed roadway along Devine to the south as designed within subtask 7.4. Additional utility design plans for water and sewer will be added to the south from Blandford to MacArthur. Furthermore, for utility work completed to date, utility plans development standards changed after the original project was scoped requiring additional plans, details, and profiles. The disciplines with added design efforts within the scope that will be addressed with this amendment are as follows including addition of Joint Utility Trench (JUT) information to the Fiber Optic sheets and additional trench details.

- Illumination
- Fiber Optic
- Streetscape
- Irrigation
- Roadway
- Utility Coordination & Design

The Consultant will develop construction documents for the Final design (PS&E) submittal associated with new water and sewer plans listed below. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Final design phase plan set shall include the following additional sheets:

1. Typical sections (1 sheets)
 2. Survey Monumentation (2 Sheets)
 3. Site-specific traffic control plans (2 sheets)
 4. Site prep/demolition plans (6 sheets)
 5. Erosion control and grading plans (6 sheets)
 6. Sanitary and Water Plan & Profile (8 sheets)
- Update final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
 - Update 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 Draft Final Submittal of PS&E Package.

Deliverables:

- Draft Final Submittal of PS&E Package
- Final plans, special provisions, construction schedule, and estimate
- Bid documents

Project Survey (No Change)

Traffic Memorandum (No Change)

Illumination Design (Update)

Fiber Optic Design (Update)

Streetscape Design (Update)

Irrigation Design (Update)

Roadway Design (Update)

NPDES Construction Stormwater General Permit (No Change)

Consultant Grant Funding Support (No Change)

Utility Coordination & Design (Update)

Subtask 7.4: TMRA Loop Road East – Devine/Pheonix Way Intersection (Update)

The consultant will provide additional effort associated with design to support the added Devine intersection along the Loop Road East at Pheonix Way as designed within this subtask. Additional support was provided for the TMRA frontage and internal roadways outside defined project limits to address landowner coordination with City Right-of-Way and appraisal support. Also, utility plans development standards changed after the original project was scoped requiring additional plans, details, and profiles. The disciplines with added design efforts within the scope that will be addressed with this amendment are as follows including addition of Joint Utility Trench (JUT) information to the Fiber Optic sheets and additional trench details.

- Project Survey
- Illumination
- Fiber Optic
- Streetscape
- Irrigation
- Roadway
- Utility Coordination & Design

Project Survey (Update)

Traffic Memorandum (Update)

Illumination Design (Update)

Fiber Optic Design (Update)

Streetscape Design (Update)

Irrigation Design (Update)

Roadway Design (Update)

NPDES Construction Stormwater General Permit (No Change)

Consultant Grant Funding Support (No Change)

Utility Coordination & Design (Update)

Subtask 7.5: Mill Plain and Devine Intersection (New)

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 & Devine 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 detailed curb/sidewalk data associated with the newly constructed CTRAN BRT transit stops found within the 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 three (3) adjacent properties will be impacted by the project with three (3) anticipated TCEs and two (2) right-of-way acquisitions 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 the 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 on 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:
 - Mill Plain & Devine 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/PBS)

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 JUT design and 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

The consultant will develop landscape plans for street improvements within Mill Plain & Devine Intersection 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 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:
 - Tree Protection Plans
 - Material Finishes and Furnishing Plans
 - Planting Plans
- 90% PS&E and 100% PS&E:
 - Tree Protection Plans
 - Material Finishes and Furnishing Plans
 - Material Details
 - Planting Plans
 - Planting Schedule
 - Planting Details
 - Specifications

Irrigation Design

The Consultant will develop irrigation plans for street improvements within Mill Plain & Devine Intersection as part of 90% and Final 100% submittals. The Consultant 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 the following 112 sheets:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (5 sheets)
4. Discipline Key Maps (7 sheets)
5. Survey Monumentation and Existing Conditions (7 sheets)
6. Construction signing plan (1 sheet)
7. Construction staging plans (5 sheets)
8. Site-specific traffic control plans (3 sheets)
9. Site prep/demolition plans (7 sheets)
10. Erosion control and grading plans (5 sheets)
11. Erosion control notes and details (1 sheet)
12. Roadway plan over profile sheets (6 sheets)
13. Intersection layouts plan (1 sheet)
14. Grading Plans (6 sheets)
15. Stormwater Surface Water Plan & Profile (6 sheets)
16. Sanitary and Water Plan & Profile (8 sheets)
17. Signing and striping plans (6 sheets)

18. Sign legend sheet (1 sheet)
 19. Traffic signal plans & details (11 sheets)
 20. Fiber interconnect & JUT plans (3 sheets)
 21. Illumination plans (6 sheets)
 22. Planting Preparation Plans (6 sheets)
 23. Landscape Plans (6 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 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 135 sheets:

1. Cover sheet (1 sheet)
2. General notes and legend sheet (2 sheet)
3. Typical sections (5 sheets)

4. Discipline Keymaps (7 Sheets)
5. Survey Monumentation and Existing Conditions (7 sheets)
6. Construction signing plan (1 sheet)
7. Construction staging plans (5 Sheets)
8. Site-specific traffic control plans (3 sheets)
9. Site prep/demolition plans (7 sheets)
10. Erosion control and grading plans (5 sheets)
11. Erosion control notes detail sheets (1 sheet)
12. Roadway plan over profile sheets (6 sheets)
13. Intersection layouts (1 sheet)
14. Grading plans (8 sheets)
15. Stormwater Surface Water Plan & Profile (6 sheets)
16. Sanitary and Water Plan & Profile (8 sheets)
17. Signing and striping plans (6 sheets)
18. Sign legend sheet (1 sheet)
19. Striping details (2 sheet)
20. Traffic signal plans & details (11 sheets)
21. Fiber interconnect & JUT plans (3 sheets)
22. Fiber interconnection & JUT Details (6)
23. Illumination plans and details (8 sheets)
24. Planting Preparation Plans (6 sheets)
25. Landscape Plans & Details (9 sheets)
26. Irrigation plans (6 sheets)

27. Irrigation detail sheets (2 sheets)

28. Miscellaneous details sheet (3 sheets)

29. Standard detail sheets (8 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% of the 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 (5 sheets)
4. Discipline Keymaps (7 Sheets)
5. Survey Monumentation and Existing Conditions (7 sheets)
6. Construction signing plan (1 sheet)
7. Construction staging plans (5 Sheets)

8. Site-specific traffic control plans (3 sheets)
9. Site prep/demolition plans (7 sheets)
10. Erosion control and grading plans (5 sheets)
11. Erosion control notes detail sheets (1 sheet)
12. Rodway plan over profile sheets (6 sheets)
13. Intersection layouts (1 sheet)
14. Grading plans (8 sheets)
15. Stormwater Surface Water Plan & Profile (6 sheets)
16. Sanitary and Water Plan & Profile (8 sheets)
17. Signing and striping plans (6 sheets)
18. Sign legend sheet (1 sheet)
19. Striping details (2 sheet)
20. Traffic signal plans & details (11 sheets)
21. Fiber interconnect plans & details (3 sheets)
22. Fiber interconnect & JUT details (6 sheets)
23. Illumination plans and details (8 sheets)
24. Planting Preparation Plans (6 sheets)
25. Landscape Plans & Details (9 sheets)
26. Irrigation plans (6 sheets)
27. Irrigation detail sheets (2 sheets)
28. Miscellaneous details sheet (3 sheets)
29. Standard detail sheets (8 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 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.

The Consultants efforts for the purposes of this scope of work assume support for two (2) such grant applications associated with this project. 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 & Design

The Consultant will perform the following utility coordination;

1. Contact utility companies within the project limits and obtain existing system mapping. Review mapping for consistency with project base map.
2. 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.
3. 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 nine (9) 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 (assumes 6 utilities)
- 90% and 90% utility conflict analysis based on design plans
- Review and comments on utility relocation plans

Subtask 7.6: Civic Plaza (New)

First Forty Feet will lead the design confirmation, design refinement, and design coordination of the Heights Civic Plaza Design. In collaboration with PBS Engineering, the team will confirm 30% and develop 100% design documentation of the civic plaza, festival street, water play feature, lighting, and explore alternatives for the associated civic plaza stage and pavilion.

Assumptions:

The scope of work does include full-service architecture for the civic plaza building, including programming and space allocation for event storage, pump equipment room, restrooms, and area for food and beverage space (cart pod-like space).

Subtask 7.6.1 Civic Plaza Concept Refinement and Design Confirmation (Project Start-Up)

First Forty Feet will meet with the city and stakeholders to confirm the current 30% civic plaza design. The team will review all aspects of the design, including programmed spaces, event capacity, softscape and hardscape design, water play feature, festival street, site furnishings, and the civic plaza structure. Our team will facilitate work sessions with the PMT and TAC.

The First Forty Feet team will prepare additional precedents and 3-dimensional illustrations for the following design elements:

- Civic Plaza Uses and Opportunities for Events
- Flexibility of the Festival Street
- Accessible Design Features of the Plaza
- Seating and Public Use Areas
- Stage Structure and Civic Plaza Building
- Water Play Feature

Subtask 7.6.2 100% Schematic Design – 30% Civic Plaza Design

The First Forty Feet team will develop 100% schematic design documents of the refined civic plaza design plan. The design will reflect all insight gained from both previous and recent comments from the city's technical advisory committee and the COV TAC, PMT, and project manager.

The First Forty Feet team will prepare the following:

1. Develop and Provide 100% Schematic Design Submittal (30% Civic Plaza Design):
 - a. Project Survey
 - b. Site Plan
 - c. Materials Plan (hardscape vs. softscape)
 - d. Grading Concept Plan
 - e. Utility Concept Plan
 - f. Materials & Species Palette
 - g. Schematic Structural Framing Plans and Design Criteria
 - h. Preliminary Water Feature System Layout Diagram / Design Criteria

- i. Preliminary MEP Layout
- j. Concept Lighting Approach
- k. Preliminary Cost Estimate of New Elements (water feature, lighting, MEP)

Subtask 7.6.3 Civic Plaza Decorative & Pedestrian Lighting (30% - 100%)

The First Forty Feet team will lead the lighting design of the Civic Plaza areas, including gathering spaces, pedestrian laneways, festival lane, canopy & stage, restrooms, and retail TI core & shell lighting design concepts, layouts and details.

Lighting Design Services:

- Luminaire schedule.
- Luminaire cut sheets of proposed luminaires.
- Layout of luminaires on landscape architectural supplied backgrounds.
- Coordination with landscape site plan, inclusive of lighting mounting details, and power supply locations and coordination.
- Lighting controls the basis of design.
- Code compliant lighting design.
- Photometric lighting calculations for areas of scope using point-by-point method.

Assumptions:

Based on information received, we understand that this project:

- Will have a single bid / construction packet.
- Is limited to lighting, electrical, mechanical, and plumbing design only.
- Water features are designed by others.
- Utilities have capacity for services at the site.
- No relocation of existing equipment or installations is required.
- Design will be under current codes.
- Tenant space will require a single electrical connection for future equipment or tenant design. The Tenant space will not require drainage, grease interceptors, water, or air conditioning under this design. The space may contain heating for freeze protection and a water connection for potable water capped for future use.
- The stage area will not have permanent theatrical lighting.

Subtask 7.6.4 Civic Plaza Design Electrical, Mechanical, Plumbing Engineering (30% - 100%)

The First Forty Feet team will coordinate all electrical, mechanical, and plumbing engineering associated with critical aspects of power needs, water service needs, and mechanical needs associated with the civic plaza structure. Our team will work with the lighting team and water feature engineer to coordinate all MEP throughout the civic plaza.

Electrical Design Services:

- Electrical service for park to be connected to new restroom building.
- Power for site lighting, event power, restroom amenities building, and provisions for potential tenant space.
- Underground power distribution to site lighting.
- Energy code form for building permit submission.
- Coordination and power for water feature to be provided from restroom building.
- Electrical cost opinion for scope of work. Updated at each design phase.

Plumbing Design Services:

- Water service for a restroom amenity space with 2 single occupant restrooms.
- Water supply to water feature supplied from restroom building water service.
- Provision for a drinking fountain and tenant space future water supply.
- Plumbing design ends 5' from building foundation.
- Plumbing cost opinion for scope of work. Updated at each design phase.

Mechanical HVAC Design Services:

- HVAC design for restroom building including 2 single occupant restrooms, water feature equipment room, and a tenant shell space.
- Coordination with Architecture for equipment location.
- HVAC cost opinion for scope of work. Updated at each design phase.

Subtask 7.6.5 Water Play Feature Engineering / Water Spray Deck (30% - 100%)

The FFF team and technical subconsultants will provide design and consulting services and water feature engineering for schematic design, design development, and construction documentation of the Civic Plaza Spray Deck.

Water Feature Construction Plans include waterproofing detailing, all mechanical equipment and hydraulic design of recirculation systems, water quality systems, structural design of concrete basins, complete electrical plans including MCC panels, electrical controls

and lighting layouts, plus all the required subsystems and items that fully define operational water features. Our plans are meticulously engineered to provide the highest level of definition that ensures a quality installation at the best available price.

Subtask 7.6.6 Civic Plaza Design Details (30% - 100%)

The First Forty Feet team will research and propose materials specifications for the civic plaza design site furnishings, hardscape paving materials, landscape materials species palette, and signage, signage specifications, and wayfinding details. The team will present design progress and design decision deadlines for the Technical Advisory Committee.

Subtask 7.6.7 Integration of the Grand Loop (30% - 100%)

The First Forty Feet team will integrate the 100% Grand Loop North design into the Civic Plaza for a seamless transition to the Hydrology elements and Civic Plaza Water Play Feature.

Subtask 7.6.8 Festival Streetscape Design (30% - 100%)

The First Forty Feet team will help identify the streetscape elements and programming to incorporate into Festival Street. The flexibility for the use will be integrated into the design and mindful street closure strategies.

Program elements include:

- Curbless Streetscape Elements
- Distinct Paving Treatment
- Streetscape Zone (building zone, pedestrian zone, furnishing zone, walk-off zone, on-street parking zone)
- Programming & Flexibility
- Street Closure Strategies

Subtask 7.6.9 Public Arts and Wayfinding Plan (30% - 100%)

The First Forty Feet team will develop a draft and final Public Arts Integration Plan highlighting opportunities to integrate a variety of public art typologies and locations, and Wayfinding Plan defining wayfinding elements including navigational and interpretive signage and design and techniques for specific areas of the Civic Plaza.

The Public Art and Signage Plan will cover the following:

- Location of Public Art
- Location of Wayfinding/Navigation Signage

Task 7.6.11: Design Development Drawings -60%

1. Review 30% and incorporate review/pricing comments
2. Develop and Provide 60% Design Development Submittal:
 - a. Existing Conditions Plan
 - b. Demolition Plans
 - c. Materials Plans
 - d. Grading Plans
 - e. Planting Area Plans noting plant types (i.e. tree, shrub, groundcover); not specific plant species. Include Irrigation Coordination Notes
 - f. Site Furnishings Plans (Preliminary)
 - g. Details - Site, Planting, Irrigation (Preliminary)
 - h. Preliminary Stormwater Plan
 - i. Preliminary Sanitary Sewer and Water Plan
 - j. Preliminary Stormwater Report
 - k. Specifications in CSI outline format.
 - l. Water Feature Engineering Layout
 - m. MEP Plan and Preliminary Layout and Reports
 - n. Cost Estimate Report for lighting, MEP, and water feature
 - o. Festival Streetscape Design
 - p. Civic Plaza Building Design Plan, Elevations, Sections, Details
 - q. Civic Plaza Building Design/Canopy Design Assessment
 - r. Preliminary Lighting Design Plans, Details, and Specifications
 - s. Civil Plaza Building Structural Plans for Gravity, Lateral, and Foundation Systems
 - t. Civil Plaza Canopy Structural Plans for Gravity, Lateral, and Foundation Systems

Task 7.6.12: Construction Documents Drawings – 90% and 100%

1. Review 60% and incorporate review/pricing comments
2. Develop and Provide 90% Construction Document Submittal:
 - a. Existing Conditions Plan
 - b. Demolition Plans
 - c. Materials Plans
 - d. Grading Plans

- e. Stormwater Plan
 - f. Sanitary Sewer and Water Plan
 - g. Layout Plans (Preliminary)
 - h. Planting Plans
 - i. Irrigation Plans
 - j. Site Furnishings Plans
 - k. Details - Site, Planting, Irrigation
 - l. Stormwater Report
 - m. Specifications in CSI format
3. Review cost estimates.
4. Prepare Stormwater Pollution Prevention Plan
5. Incorporate review comments and revise Design Development drawings to reflect approved Value Engineering scope.
Develop and Provide 100% Construction Document Submittal:
- a. Existing Conditions Plan
 - b. Demolition Plan
 - c. Materials Plans
 - d. Grading Plans
 - e. Stormwater Plan
 - f. Sanitary Sewer and Water Plan
 - g. Layout Plans
 - h. Planting Plans
 - i. Irrigation Plans
 - j. Site Furnishings Plans
 - k. Details - Site, Planting, Irrigation
 - l. Stormwater Report
 - m. Specifications in CSI format
 - n. Water Feature Engineering Layout
 - o. MEP Plan and Layout and Reports
 - p. Cost Estimate Report
 - q. Festival Streetscape Design
 - r. Civic Plaza Building Design Plan, Elevations, Sections, Details
 - s. Civic Plaza Building Design/Canopy Design Assessment
 - t. Lighting Design Plans, Details, and Specifications

- u. Civil Plaza Building Structural Plans and Details for Gravity, Lateral, and Foundation Systems
- v. Civil Plaza Canopy Structural Plans and Details for Gravity, Lateral, and Foundation Systems
- w. Structural Calculations (for Permit Package)

Subtask 7.6.13 Design Development (60% Civic Plaza Design) Cost Assessment

The FFF team will provide a cost estimate for the Civic Plaza Design at the 60% design milestone to support decision-making for potential design refinements.

The following cost estimate tasks and deliverables will be provided with our 60% design documentation submission.

- 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 an additional fee.
- Up to three team and client meetings are included during this phase.

Subtask 7.6.14 Design Development (90% Civic Plaza Design) Cost Assessment

The FFF team will provide a cost estimate for the Civic Plaza Design at the 100% design milestone to support decision-making for potential design refinements.

The following cost estimate tasks and deliverables will be provided with our documentation submission.

- 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

Task 7.6.15: Permitting

1. Submit final stamped and signed documents to the client as required for permitting.
2. Provide support graphics or documentation for permits.
3. Respond to permit comments during permitting.
4. Revise drawings and resubmit if required.

Structural Assumptions

1. Structural scope includes the Civil Plaza Building, Canopy, supports and anchorages for minor equipment and architectural finishes.
2. The structural system is assumed to be either timber, steel, or a hybrid of the two systems.
3. In the absence of Geotechnical Report, Structural will make reasonable assumptions on soil properties for foundation designs.
4. Structural plans will be provided in either CAD or PDF format. No REVIT model is required.
5. Structural will provide opinion of probable construction cost for the structural portions of the building and the canopy, and support for the Cost Estimator.
6. The scope includes one round of response to plan check comments.

Subtask 7.6.16: Civic Plaza Building (Pavilion) Schematic Design Confirmation (New)

The consultant team will work with the TAC and COV to confirm the 30% concept of the Pavilion building, refine the design, and develop 100% schematic design drawings. The Schematic Design phase includes several meetings where the Consultant presents design refinements.

The following design drawings will be developed during this task:

- 1) **Site Plan:**
 - a) Depict the site boundaries, topography, vegetation, access points, utilities, and any other relevant site features.
- 2) **Floor Plans:**
 - a) Provide schematic floor plans showing the layout of the Pavilion building.
 - b) Include room labels, dimensions, and annotations for major features.
 - c) Differentiate between various spaces such as public areas, private rooms, service areas, etc.
- 3) **Building Elevations:**
 - a) Present schematic elevations of each side of the building.
 - b) Highlight major design features, materials, and architectural elements.
 - c) Include scale, annotations, and reference points for clarity.
- 4) **Building Sections:**
 - a) Create schematic cross-sections through the building to illustrate vertical relationships and building assemblies.
 - b) Include key structural, mechanical, and spatial information.
- 5) **Conceptual Renderings:**
 - a) Produce 3D renderings or conceptual sketches to visualize the proposed design.

- b) Highlight key design features, materials, and spatial qualities.
- c) Use renderings to convey the intended atmosphere and aesthetic of the project.
- 6) **Design Narratives:**
 - a) Provide a written description or narrative explaining the design concept and its key features.
 - b) Clarify design intents, objectives, and any unique considerations.
- 7) **Material Palette:**
 - a) Specify the materials proposed for the project, including finishes, cladding, roofing, and structural materials.
 - b) Include material samples or references to convey the intended aesthetic and quality.
- 8) **Preliminary MEP (Mechanical, Electrical, Plumbing) Layout:**
 - a) Outline the preliminary locations of major mechanical, electrical, and plumbing systems.
 - b) Identify potential utility connections and service requirements.
- 9) **Preliminary Cost Estimate:**
 - a) Develop an initial cost estimate based on the schematic design to provide the client with a rough budgetary idea.
 - b) Include costs for construction, materials, and major systems.
- 10) **Code Analysis:**
 - a) Conduct a preliminary analysis of local building codes and regulations to ensure compliance.
 - b) Identify any zoning restrictions or other regulatory constraints that may impact the design.
- 11) **Client Presentation Materials:**
 - a) Prepare presentation materials such as boards or slides summarizing the key aspects of the schematic design.
 - b) Use visuals, diagrams, and concise descriptions to effectively communicate the design concept to the client.

Subtask 7.6.17: Civic Plaza Building (Pavilion) Design Development 60% (New)

The consultant team will work with the TAC and COV to develop design documentation for the pavilion's design. Our team will advance the design significantly based on the floor plan and exterior concept approved in the 30% design phase. The priority of this phase is to define and develop all the important aspects of the project and produce a set of drawings and outline specifications. Our team will talk more specifically about the interior and exterior materials and functionality. As we dial in the indoor and outdoor spaces' layout and refine the exterior material and adjust the building form. By the end of the Design Development phase, the building exterior will be more fully designed, the interior layout completed, dimensions of all spaces finalized, and most materials selected. The deliverable will be a more detailed set of drawings that communicates the overall layout and volume of the building or space, all significant equipment, and the type of material or finish for every surface of the project.

The following design drawings will be developed during this task:

- 1) **Revised Floor Plans:**
 - a) Update floor plans to reflect any changes or refinements made during the schematic design phase.
 - b) Include detailed annotations, dimensions, and room labels.
- 2) **Revised Building Elevations:**
 - a) Update elevations with more detail and accuracy.
 - b) Incorporate specific materials, textures, and architectural elements.
 - c) Ensure consistency with the overall design concept.
- 3) **Building Sections and Details:**
 - a) Develop more detailed building sections to illustrate construction assemblies, materials, and spatial relationships.
 - b) Include enlarged details for critical junctions, such as wall-roof intersections, window details, and structural connections.
- 4) **Interior Elevations:**
 - a) Provide interior elevations for key spaces, illustrating wall treatments, cabinetry, fixtures, and finishes.
 - b) Include annotations and dimensions to convey design intent accurately.
- 5) **Materials and Finishes Schedule:**
 - a) Compile a comprehensive schedule listing all materials and finishes proposed for the project.
 - b) Specify materials for floors, walls, ceilings, cabinetry, and other interior and exterior elements.
 - c) Include manufacturer details, product codes, and any relevant specifications.
- 6) **Structural Drawings:**
 - a) Collaborate with structural engineers to develop detailed structural drawings.
 - b) Specify structural systems, member sizes, and connections.
 - c) Ensure structural integrity while adhering to the architectural design concept.
- 7) **Mechanical, Electrical, and Plumbing (MEP) Plans:**
 - a) Coordinate with MEP engineers to integrate mechanical, electrical, and plumbing systems into the design.
 - b) Develop detailed plans showing equipment layouts, ductwork, piping, lighting fixtures, power outlets, and other MEP components.
- 8) **Lighting Design:**
 - a) Develop a lighting plan to enhance the functionality and ambiance of interior and exterior spaces.
 - b) Specify lighting fixtures, placement, and controls to achieve the desired lighting effects.
- 9) **Accessibility and Code Compliance:**
 - a) Ensure the design complies with building codes, accessibility standards, and regulations.
 - b) Incorporate features such as ramps, elevators, accessible restrooms, and signage as required.
- 10) **Cost Estimation and Value Engineering:**

- a) Refine the cost estimate based on the detailed design development.
- b) Identify opportunities for value engineering to optimize construction costs without compromising quality or design intent.

11) Coordination Drawings:

- a) Prepare coordination drawings to ensure seamless integration of various building systems and components.
- b) Resolve conflicts and coordinate spatial relationships between architectural, structural, MEP, and other trades.

12) Client Presentation Materials:

- a) Update presentation materials to reflect the progress made during the design development phase.
- b) Highlight key design features, materials, and technical details to engage and inform the client

Subtask 7.6.18: Civic Plaza Building (Pavilion) Construction Documents 90% and 100% (New)

The consultant team will work with the TAC and COV to develop design construction documentation for the pavilion's design. In this phase we develop the design drawings into a thorough and precise set of construction documents. These drawings and specifications have the details, dimensions, and notes necessary to communicate the design intent, including materials, finishes, fixtures, equipment, and systems to be installed.

The following drawings will be developed during this task:

1) Finalized Drawings:

- a) Ensure all architectural drawings are finalized, accurate, and coordinated with other disciplines.
- b) Include floor plans, elevations, sections, details, and schedules.

2) Detailed Specifications:

- a) Provide comprehensive written specifications detailing materials, finishes, construction methods, and quality standards.
- b) Specify requirements for structural, mechanical, electrical, plumbing, and other building systems.

3) Structural Drawings and Calculations:

- a) Include detailed structural drawings showing foundation plans, framing plans, and reinforcement details.
- b) Provide structural calculations and analysis reports to support design decisions.

4) Mechanical, Electrical, and Plumbing (MEP) Drawings:

- a) Coordinate with MEP engineers to integrate mechanical, electrical, and plumbing systems into the architectural design.
- b) Include equipment layouts, ductwork, piping, wiring diagrams, and other relevant details.

5) Fire Protection and Life Safety Plans:

- a) Develop plans for fire protection systems, including fire sprinklers, alarms, and emergency exits.
- b) Ensure compliance with applicable building codes and standards for life safety.

6) Accessibility Details:

- a) Incorporate accessibility features such as ramps, elevators, door widths, and restroom layouts to comply with accessibility codes and standards.
- 7) **Interior Design Details:**
 - a) Provide detailed interior design drawings showing finishes, fixtures, cabinetry, and millwork.
 - b) Specify furniture, lighting, and other interior elements as required.
- 8) **Schedules and Quantities:**
 - a) Prepare schedules for doors, windows, finishes, fixtures, and other components.
 - b) Provide quantities and specifications for materials to facilitate procurement and construction.
- 9) **Coordination Drawings:**
 - a) Develop coordination drawings to resolve conflicts and coordinate spatial relationships between architectural, structural, MEP, and other trades.
 - b) Ensure all building systems are properly integrated and aligned.
- 10) **Quality Control and Assurance:**
 - a) Establish quality control measures to ensure construction documents meet standards of accuracy, completeness, and clarity.
 - b) Review drawings and specifications for consistency and compliance with project requirements.
- 11) **As-Built Documentation:**
 - a) Develop procedures for documenting as-built conditions during construction.
 - b) Update construction drawings and specifications to reflect any changes made during the construction process.

Subtask 7.7: Mill Plain Striping (New)

The intersection design will be split into two packages addressing the use of two funding sources being utilized within the project. The striping project from Brandt Rd to just short of MacArthur Blvd along Mill Plain and the intersection will be as defined based on previous submittals just to the west of the intersection based on paving limits. This scope of work will include the level of effort required to separate the plans into two submittal packages with task 7.1 remaining to support the continued submittal of the intersection design.

Project will address the following:

- Remove existing striping in both directions
- Apply fog seal over entire roadway to cover up ghost lines
- Restripe roadway to include narrower 11' lanes to accommodate new buffered bike lanes

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 (1 sheets)
 4. Discipline Keymaps (1 Sheets)
 5. Construction signing plan (1 sheet)
 6. Construction staging plans (1 Sheets)
 7. Site-specific traffic control plans (3 sheets)
 8. Site prep/demolition plans (6 sheets)
 9. Erosion control and grading plans (5 sheets)
 10. Erosion control notes detail sheets (1 sheet)
 11. Roadway plan over profile sheets (2 sheets)
 12. Signing and striping plans (6 sheets)
 13. Sign legend sheet (1 sheet)
 14. Striping details (1 sheet)
 15. Standard detail sheets (1 sheets)
- 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 Draft Final Submittal of PS&E Package.

Deliverables:

- Draft Final Submittal of PS&E Package
- Final plans, special provisions, construction schedule, and estimate
- Bid documents

Subtask 7.8: City TMRA Development Support (New)

Subtask 7.8.1: General TMRA Support

The consultant will support the city with the Tower Mall Redevelopment Area (TMRA) tasks that fall outside of the subtasks 7.1 through 7.6. The team will support the COV on the following tasks on a T&M and as requested basis:

- Project Survey & Right-of-Way Support
- Design Updates & City Coordination
- Grant & Funding Support
- Utility Coordination & Design Support (CPU & Private)

Subtask 7.8.2: TMRA Sub-Division Development & County Approval

The Consultant will prepare 2 short subdivision plats for the City-owned property within the TMRA- Blocks B, C, D, E, H (portion), M, N, O, P, and Q. More specifically, consultant will:

- Prepare an overall preliminary short subdivision plat of City owned parcels for submittal to the City of Vancouver for review and notice of decision (NOD)
- Prepare 2 final short subdivision plats of City owned parcels for submittal to the City of Vancouver and Clark County Surveyor for final review, approval and recording
- Coordinate with project land title team for coordination of signatures and final plat recording
- Set final plat monuments on site to accompany the recorded plat
- Review and provide feedback on phase 1-private development design impacts (Parcels B, C, & P)
- Provide legal descriptions for segments of land within Blocks A and G to clean up property boundaries for the plat and provide support with boundary line adjustments prior to finalizing and recording the plat.

Deliverables:

- 1- 24" x 36" 10 to 11 lot preliminary short subdivision plat for City of Vancouver review/approval

- 1- 24" x 36" 6 to 7 lot final short subdivision plat mylars to the City of Vancouver and Clark County Surveyor for recording (Phase 1)
- 1- 24" x 36" 4 lot final short subdivision plat mylars to the City of Vancouver and Clark County Surveyor for recording (Phase 1)
- 2- 8.5" x 11" plat perimeter legal descriptions to land title team for recording with the plat
- 5 before/after legal descriptions for 4 boundary line adjustments

Assumptions:

- All fees associated with City of Vancouver applications, reviews and submittals to be paid by the City of Vancouver
- All fees associated with Clark County Survey review and Clark County Auditor's recording to be paid by PBS as a reimbursable expense

Subtask 7.9: Land Use and Planning Application & Approvals Coordination (New)

The consultant will lead the land use and planning requirements from pre-application to approvals for both the Civic Plaza and Pavilion Building.

- Review and confirm allowable development requirements under the Vancouver Municipal Code, including zoning guidelines, design review obligations, and land-use processes.
- Confirm that all proposed developments elements (both civic plaza and Pavilion building) conform with all regulatory expectations, MEP, structural, and infrastructure requirements.
- Facilitate regulatory processes (ePlans) to include pre-application coordination, written narratives, neighborhood meeting facilitation, and land-use submittals checklist verification and materials through approval.
- Revise land use application documents, exhibits, and narratives based on City feedback.
- Facilitate the Clark County Public Health Land Development Review

Subtask 7.10: Engineering and Construction (Plaza and Pavilion Building) Permit Coordination & Review (New)

The consultant will lead the coordination of civic plaza and Pavilion building permitting requirements.

- Review and confirm allowable building code requirements under the Vancouver Municipal Code, including Administrative Code, Energy Code, and Building Codes.
- Confirm Commercial New Building Submittal Checklists and Requirements, including Architectural, Structural, MEP, Envelop Compliance, Lighting, and Fire.

Task 8: Mill Plain & MacArthur Intersection - Bidding & Construction Support Services (New)

The Consultant shall support the City with bidding and construction engineering services following separate NTP from initial amendment authorization. The Consultant during the remainder of the project will provide limited engineering services and construction support to the following design projects.

- Mill Plain Striping
- Mill Plain and MacArthur Intersection

Bidding Support

The Consultant during the project advertisement will provide limited bidding and engineering services as follows.

- The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.
- Prepare up to one (1) addendum

Material Submittals

PBS will receive and review material submittals (Manufacturer's Certificates of Compliance, Certificates of Material Origin, cut sheets, Qualified Product List sheets, etc.), construction sequence schedules, shop drawings, and other items required from the Contractor to ensure compliance with contract requirements. PBS will review the following submittals, including but not limited to: material-specific submittals, HMA mix designs, landscape items, and others required by construction contract specifications.

PBS will receive, review, and maintain material submittals. Upon completion of review, PBS will provide and submit approved submittals to the City of appropriate approval requirements.

Responses to Questions and Change Orders

PBS will assist the City in response to requests for information (RFI) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required, as a result of a change in conditions or a desired change by the City, PBS will prepare necessary change order documents and plan revisions for approval by City staff. PBS will provide the City with draft change order documents for review, approval, and issuance to the Contractor.

PBS' responsibilities will include the following:

- PBS will assist the City with addressing construction questions and RFIs from the Contractor.
- PBS will assist the City with processing RFCs from the Contractor.
- PBS will assist the City with preparing change orders and provide these to the City for approval and issuance to the Contractor.
- PBS will prepare minor design changes associated with change orders (including exhibits) during the construction process.

PBS' Exclusions:

- Approval of change order paperwork to Contractor.
- City will complete the Record of Materials (ROM) documentation for federal funded projects

Assumptions:

- Attend in person preconstruction conference
- Prepare up to 1 contract addendum during bidding
- Attend up to 18 city led construction meetings as described in subtask 1.2
- Up to 16 material submittals based on current engineer's estimate (4 hrs each)
- Address up to 14 RFI's (4 hrs each)
- Prepare up to 3 change orders (6 hrs each)
- Prepare up to 3 design changes (24 hrs each)
- 6-site visits for EOR inspection support (6 hrs each)

Deliverables:

- Answers to pre-bid questions
- Prepare and submit to City an addendum
- Copies of approved material submittals
- Copies of written communications with the Contractor
- Copies of RFIs to the City staff
- Draft Change Orders to the City for approval and issuance to the Contractor
- Plan sheets for design changes
- Draft and final design exception forms and supporting documentation
- As-built Drawings
- EOR inspection report
- Site visit summary notes
- Survey staking notes

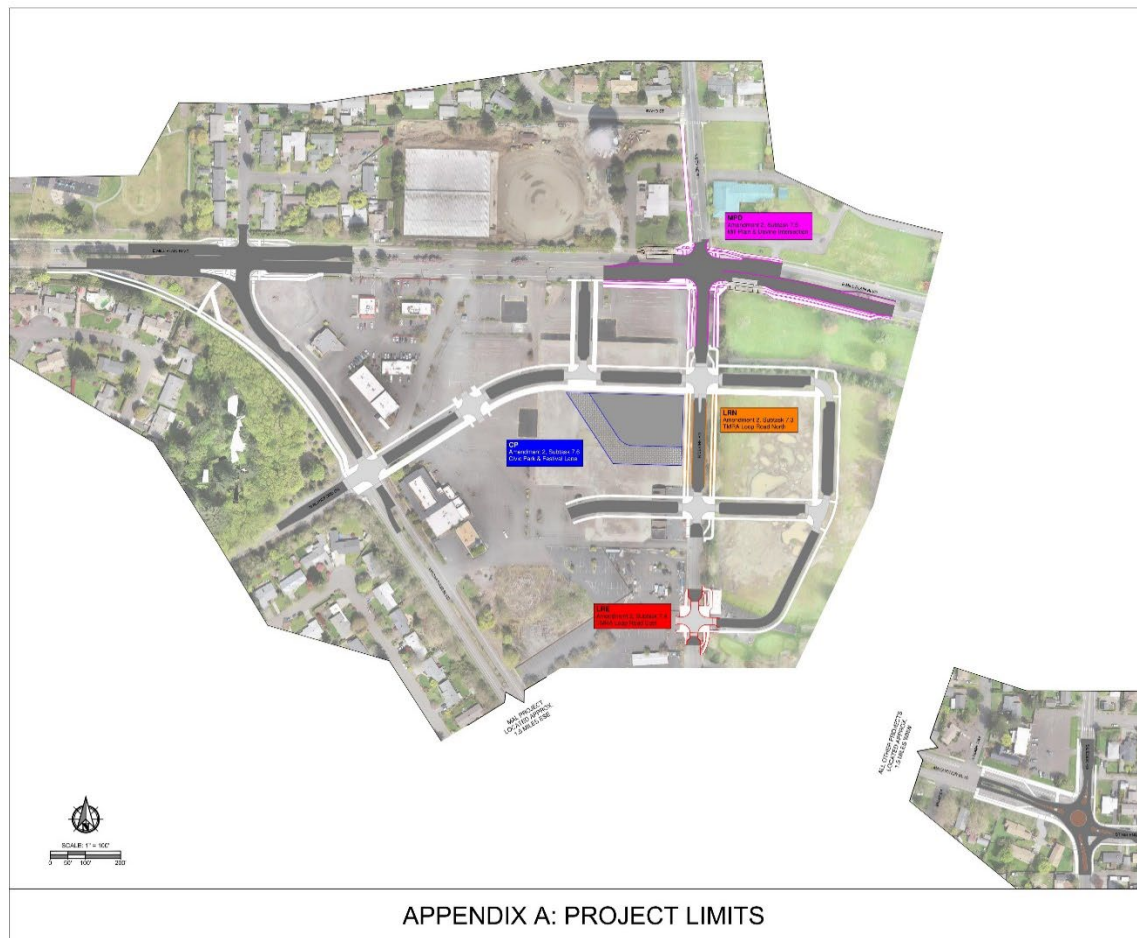
Fee for services:

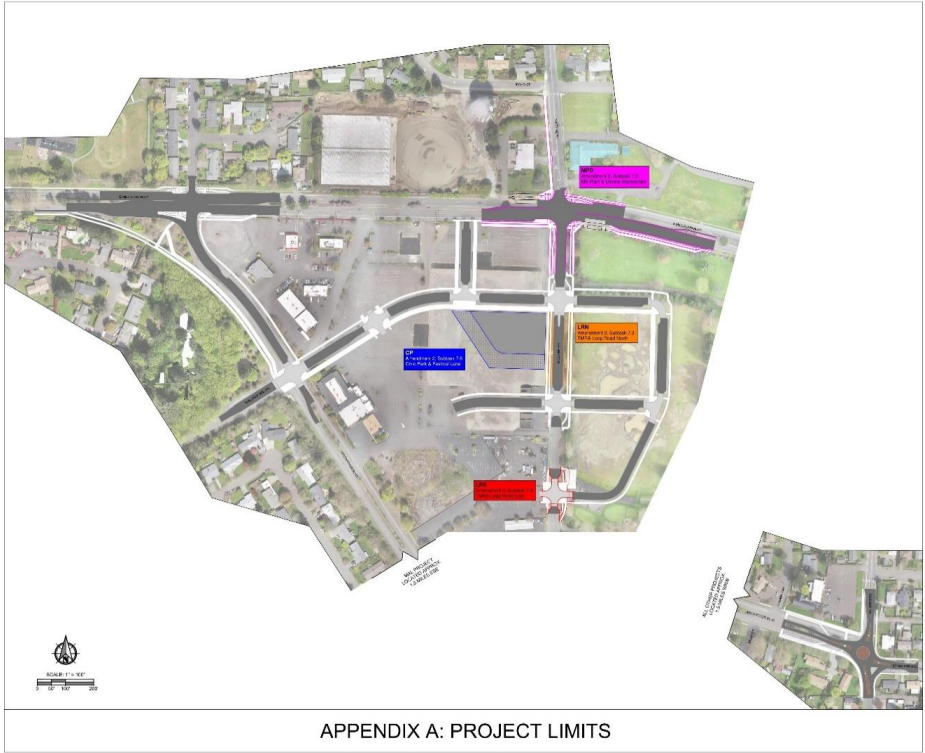
Please see attached Project Fee Worksheet illustrating fee information broken down for each firm's project team. Reimbursable for this project are included in the overall fee.

The Heights District Project – Amendment No. 5	Consultant	Fee
Prime Consultant – Overall Project Management, Urban Design, Placemaking and Streetscape Specifications/Guidelines, Civic Plaza Design Refinements, Grand Loop Design Integration, Communications and Engagement support, Architectural Design for the Civic Plaza Building, and Project Entitlements.	FIRST FORTY FEET	\$646,243.95
Civil Design Documentation, Roadway Engineering, Intersection Design, Traffic Signal Design, Landscape Architecture, Planting Design, Irrigation Design, Stormwater Design, Utility Design, Permitting, Communications support, Project Estimating, and Specifications. Structural for the Civic Plaza Building. Geotechnical for Civic Plaza.	PBS Engineering	\$2,266,509.50
Water Play Feature Engineering and Aquatic Engineering Systems Design	STO Design Group, Inc. -	\$48,000,
Civic Plaza Lighting, Mechanical, Electrical, Plumbing	Sazan Engineering –	\$66,470
Fiber Optic Design	Global Transportation Engineering –	\$39,748.50
Cultural Resource Services / NEPA	Archaeology Investigations Northwest (AINW) -	\$114,747.12
Cost Estimating at 60% and 90%	DCW Cost	\$17,500
Total		\$3,199,219.07

The following fee matrix outlines the fees per specific task and subtasks.

Project Tasks	Fee
Task 1-Project Management & Coordination	\$478,922.70
Subtask 5.5 -NEPA Permitting Preparation	\$170,816.62
Subtask 7.1-Mill Plain & MacArthur Intersection	\$100,473.50
Subtask 7.3-North TMRA Loop Road-Devine Segment/Civic Plaza	\$106,444.50
Subtask 7.4-East TMRA Loop Road – Devine/Pheonix Way Intersection	\$139,612.50
Subtask 7.5-Mill Plain and Devine Road Intersection	\$611,382.00
Subtask 7.6-Civic Plaza Design	\$1,150,325.00
Subtask 7.6-Civic Plaza Building Design	\$141,940
Subtask 7.7-Mill Plain Striping	\$50,040.00
Subtask 7.8-General City TMRA Development Support	\$138,156.60
Subtask 7.9-Land Use and Planning Application & Approvals Coordination (New)	\$19,351.00
Subtask 7.10-Engineering and Construction (Plaza and Building) Permit Coordination & Review (New)	\$25,649.00
Task 8-Bidding and Construction Support Services	\$66,105.65
Total	\$3,199,219.07





SERVICE AGREEMENT C-100846

AMENDMENT No. 4

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. **Amend** the language contained in Section 4, Term of Agreement, with language in herein:
 - Termination date extended to September 30, 2024.
- 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

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Eric Holmes, City Manager

6/27/2024

Date

Attest:

DocuSigned by:

Natasha Ramras

BD47FE729BB848E...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Jonathan Young

9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

First Forty Feet

DocuSigned by:

William Grimm

C28FE147D0CC465...

Signature

William Grimm

Principal

Printed Name /Title

6/27/2024

Date

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

DocuSigned by:



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Eric Holmes, City Manager

5/22/2023

Date

Attest:

DocuSigned by:

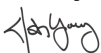


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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



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Jonathan Young, City Attorney

CONTRACTOR:

First Forty Feet

DocuSigned by:



C28FE147D0CC465...

Signature

William Grimm

Principal

Printed Name /Title

5/22/2023

Date



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)
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12. Material Plan (5 sheets)
13. Material Details (10 sheets)
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28. Landscape Material Details (5 sheets)
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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



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									
Subtotal Staff Hours		48	28	18	62	0	0			
Subtotal Labor by Firm				156				0	0	
Subtotal Staff Labor Cost		\$7,920	\$4,060	\$2,250	\$7,130	\$0	\$0			
Subtotal Labor Cost by Firm				\$21,360				0	0	

TASK 4	Design Development Documents									
4.5	TMRA Geometry									
	- Right of Way Plans	16	10	20		24				
	- Field Infiltration Testing	2	2							
4.6	Geotechnical Engineering									
	- Soils Testing	2	2							
	- Geotechnical Engineering Analyses	2	2							
4.7	Traffic Engineering									
	- Traffic Reports	2	6							
Subtotal Staff Hours		24	22	20	0	24	0			
Subtotal Labor by Firm				90				0	0	
Subtotal Staff Labor Cost		\$3,960	\$3,190	\$2,500	\$0	\$2,640	\$0			
Subtotal Labor Cost by Firm				\$12,290				0	0	

TASK 5	Permitting									
5.1	- Preliminary Permitting Assessment	16		4						
5.2	- Permitting Preparation	16		4						
Subtotal Staff Hours		32	0	8	0	0	0			
Subtotal Labor by Firm				40				0	0	
Subtotal Staff Labor Cost		\$5,280	\$0	\$1,000	\$0	\$0	\$0			
Subtotal Labor Cost by Firm				\$6,280				0	0	

TASK 6	Project Specific Public Involvement									
6.1	Stakeholder Matrix & Schedule	8	4	4	10					
6.2	Small Group Stakeholder Updates	16	4	8	4					
6.3	City Council Updates - Prep	8	4		8					
6.4	Commissions Meetings - Input & Design Integration	24	10	36	24					
6.5	Project Specific Open Houses and Community Surveys	8	8	16	16					
6.6	Public Arts Integration	8		10	8					
Subtotal Staff Hours		72	30	74	70	0	0			
Subtotal Labor by Firm				246				0	0	
Subtotal Staff Labor Cost		\$11,880	\$4,350	\$9,250	\$8,050	\$0	\$0			
Subtotal Labor Cost by Firm				\$33,530				0	0	

TASK 7	Final Design Development Documents									
7.1	Mill Plain & MacArthur Intersection									
	- Project Survey	4	2	2		8				
	- Traffic Memorandum	2	6							
	- Stormwater Design	4		4						
	- Illumination Design	10	2	10		8				
	- Fiber Optic Design	2		2						
	- Landscape Design	8		10		16				
	- Streetscape Design Refinement	8	10	12		4				
	- 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						
7.2	MacArthure & Lieser Intersection Project Survey									
	- Project Survey	4	2	2		8				
	- Traffic Memorandum	2	6							
	- Stormwater Design	4		4						
	- Illumination Design	10	2	10		8				
	- Fiber Optic Design	2		2						
	- Landscape Design	8		10		16				
	- Streetscape Design Refinement	8	10	12		4				
	- 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						
7.3	TMRA Loop Road North									
	- 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				

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



415 1st Ave N, #9671
Seattle, WA 98109

220 NW 8th Ave
Portland, OR 97209

206 259 2990
www.dcwcost.com
WBE WOSB SCS

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,

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 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 Uniformal 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 Uniformal 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 Uniformal 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)

February 14, 2023

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:



Eric Holmes, City Manager

4/20/2023

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

CONTRACTOR:

First Forty Feet LLC

DocuSigned by:



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

DocuSigned by:



75A0183485CA467...

Eric Holmes, City Manager

2/27/2023

Date

Attest:

DocuSigned by:



BCF0734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



8A7DC2E31F094A2...

Jonathan Young, City Attorney

CONTRACTOR:

First Forty Feet LLC

DocuSigned by:



C28FE147D0CC465...

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:



75A9183485CA487...

Eric Holmes, City Manager

3/14/2022

Date

Attest:

DocuSigned by:



B6F6734E48E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

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)

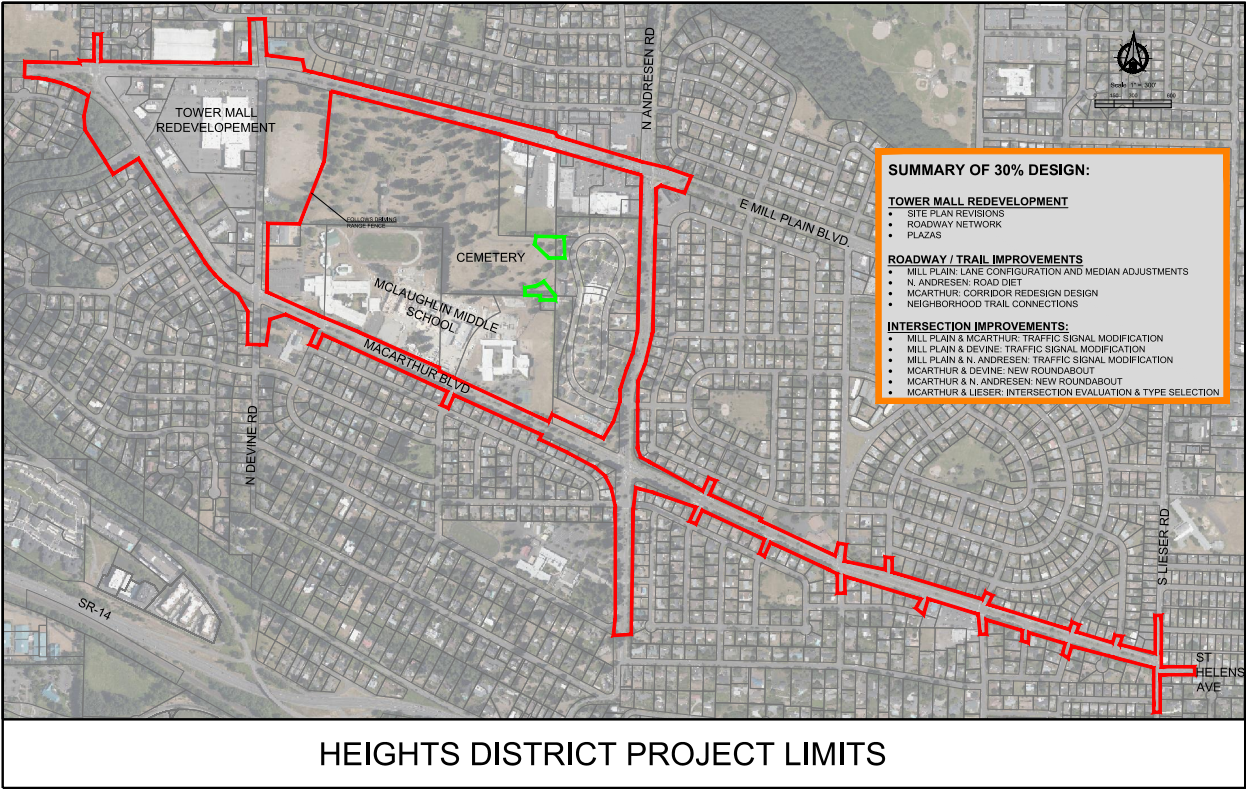
Task 7: Bidding and Construction Support Services (Reserved)

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

Haz Report Analysis	350
Traffic Counts	895
Survey (TC and Title Reports)	0
Survey (Private Utility Locates)	1400
Geotech (tests)	0
Travel (roughly 4 long and 4 local trips)	1012.48

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

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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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- 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	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
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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 Uniformalt 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 Uniformalt 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 Uniformalt 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



Staff Report: 170-24

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Contract Amendment - Approval of increasing the threshold of an existing contract with HMI Oregon (Pacific WRO):C-101148

Key Points

- The City is remodeling the Marine Park Engineering (MPE) building to accommodate additional staff cubicles and meeting areas.
- The budget for the project was approved in May 2024 as part of the Spring Supplemental process.
- The contract limit is \$300,000, of which approximately half remains; the cost of furniture and fixtures for the remodel project is estimated to be \$300,000 in itself.
- The contract is a piggyback on WA DES 21422, Office Furniture and Related Services with MillerKnoll.

Strategic Plan Alignment

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

Present Situation

The Marine Park Engineering (MPE) facility is at capacity with the current cubicle configuration. Past remodels have put cubicles in every area there was open space, but options are now limited. In order to increase the number of employees utilizing the facility, existing cubicles need to be reduced in size and the spaces reconfigured to a standard cubicle size and layout. Staff have worked with the City's furniture contractor and identified a reconfiguration of the office space at MPE that will provide an ultimate build out of cubicles for the Water, Wastewater, Stormwater, GIS, and Solid Waste divisions within the building. There will be an additional 19 cubicles at project completion. The project includes: cubicles and all associated furniture, electrical, IT, HVAC, wall removal, new drywall, flooring, and painting.

Phase 1 of the project included conversion of existing storage space into three additional huddle rooms and a wellness room for employee use was completed in Spring 2024. Phase 2 is expected to begin in Fall 2024 with completion by year-end.

Advantage(s)

1. The furniture and fixtures purchased through this contract match the current City standard.
2. The vendor covered under this contract has continuously provided high quality furniture and fixtures to meet the needs of City employees and will provide a consistent expectation for cubicle and workspace configuration.
3. An amendment to this contract will enable the Project Manager to order the required furniture

and fixtures while taking advantage of Tier 3 discounted pricing per the Washington NASPO, or National Association of State Procurement Officials, contract.

Challenge(s)

None

Budget Impact

None. The 2024 Spring Supplement to the 2024 Budget included \$575,000 for the second phase of the Marine Park Engineering facility remodel.

Prior Council Review

None

Action Requested

Authorize the City Manager, or their designee, to increase the spending limit with HMI Oregon for furniture purchases as part of the Marine Park Engineering facility remodel by \$300,000.

Staff Contact

Sheryl Hale, Senior Engineering Supervisor, sheryl.hale@cityofvancouver.us

Attachments:

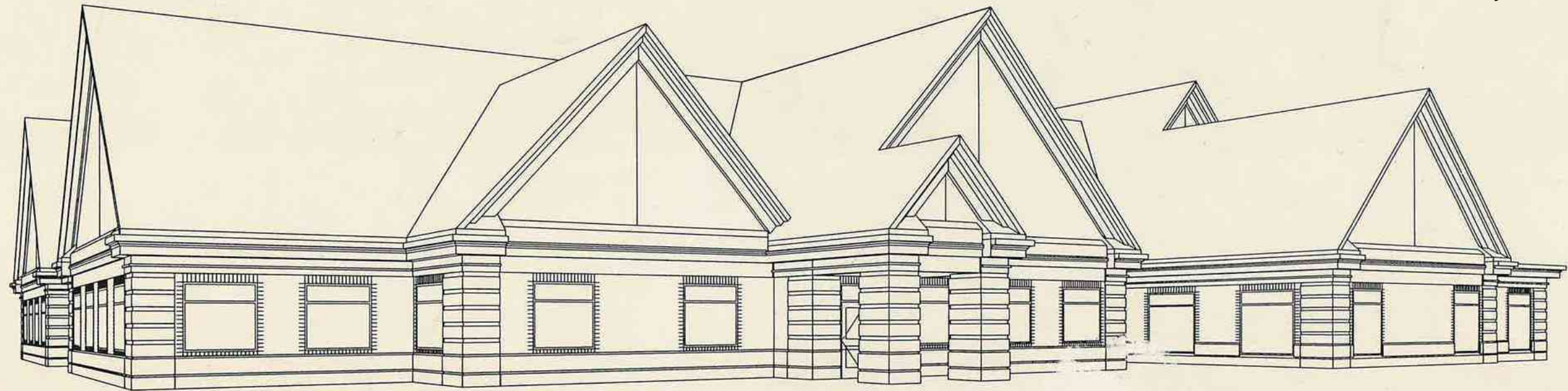
1. PW00 - 445-CC0207 - MPE Remodel_Combined
2. Sample PO
3. MillerKnoll - Master Agreement
4. MillerKnoll Subcontractor List & Service Rates

CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE
CITY OF VANCOUVER

MARINE PARK WATER RECLAMATION FACILITY
ADMINISTRATION
AND MAINTENANCE BUILDING

2024 MPE Remodel
Preliminary Permit Set
Construction of additional meeting rooms
& workstation layout revisions

- 01 - Cover Sheet
- 02 - Site Plan
- 03 - Construction Area / Phase Plan
- 04 - Demo Plan
- 05 - Proposed Construction
- 06 - Workstation Layout



DECEMBER 1994

architects associative

8515-B N.E. HAZEL DELL AVE.
VANCOUVER, WA. 98665
PH: 206-574-7019 FAX: 206-574-8378

CIVIL ENGINEER



825 N.E. MULTNOMAH SUITE 1300
PORTLAND OREGON 97232
PHONE 503-235-5022

STRUCTURAL ENGINEER



ASSOCIATES

CONSULTING ENGINEERS
STRUCTURAL/CIVIL

400 COLUMBIA ST.
SUITE 240
VANC. WA. 98660

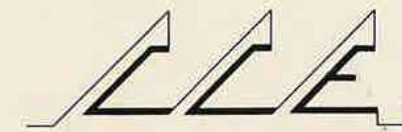
206-693-1621
503-289-2661

LANDSCAPE ARCHITECT



J.D. WALSH & ASSOCIATES INC.
1924 BROADWAY, SUITE A
VANCOUVER, WA 98660
PH: 206-696-9890

MECHANICAL & ELECTRICAL ENGINEERS



COLUMBIA CONSULTING ENGINEERS INC.
P.O. BOX 48888 PORTLAND OR 97248 (503) 243-2850

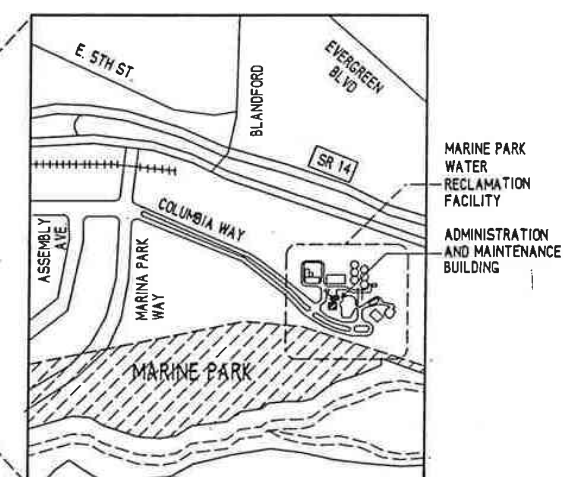
INTERIOR DESIGNER

WILLIAMSON
McCARTER +
ASSOCIATES

815 S.W. FIFTH AVE
PORTLAND, OR 97204
503/222/2330
FAX 503/222/7122

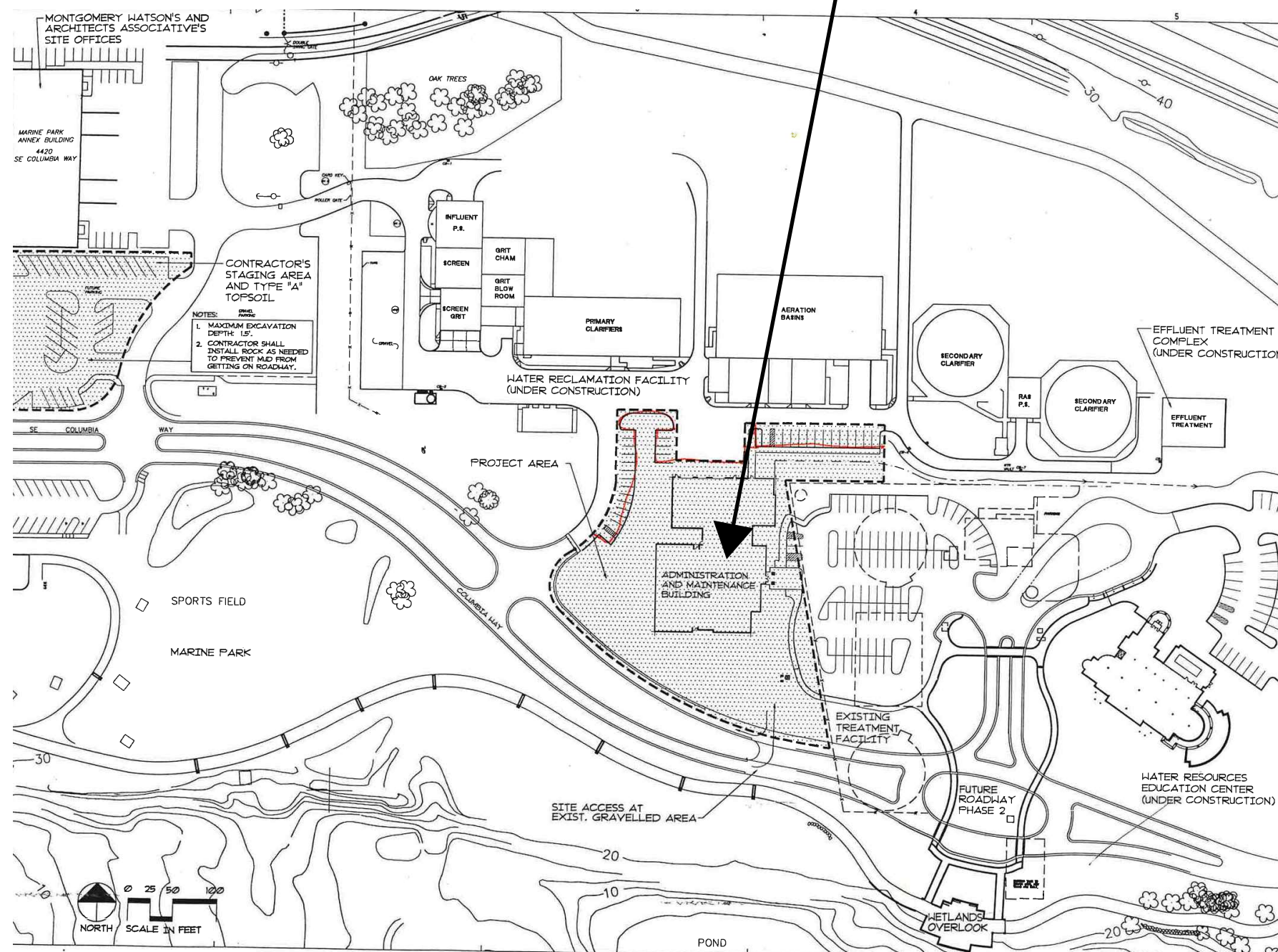
A map of the Columbia River area, showing the City of Vancouver, Washington, and the City of Portland, Oregon. The map includes the Columbia River, I-5, SR14, and I-205. A dashed box highlights the area near the river crossing.

Joe Stotz | JOC Contractor - Halbert Construction
(C) 360.721.9847
joe@halbertconstruction.com



MPE Engineering Building
4500 SE Columbia Way
Vancouver, WA 98661

Building Location

architects
associative

ASSOCIATIVE
8515-B NE HAZEL DELL AVE.
VANCOUVER, WA. 98665
PH: 206-574-7019 FAX: 206-574-8378

MARINE PARK WATER RECLAMATION FACILITY
ADMINISTRATION
AND MAINTENANCE BUILDING
CITY OF VANCOUVER, WASHINGTON



REVIEWS

VERLEY SCALE

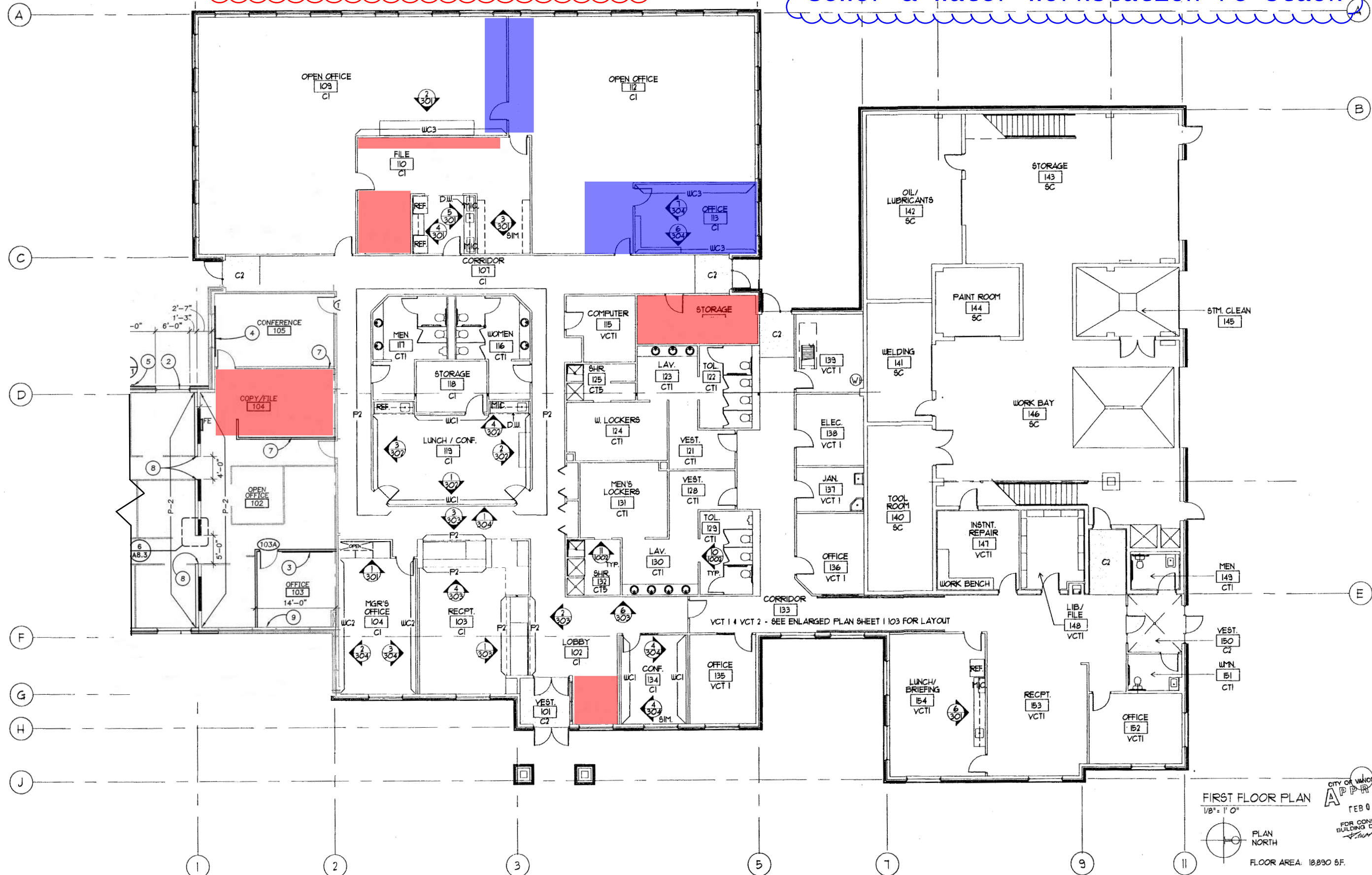
Site Plan

SHEET NO.

02

Phase 1 Construction Areas:
- to be completed ASAP

Phase 2 Construction Areas:
- to be completed just prior to
Sewer & Water workstation re-stack



architects
associative
8515-3 NE HAZEL BELL AVE
VANCOUVER, WA 98665
PH 206-574-7015 FAX 206-574-0378
WILLIAMSON
MCCARTER +
ASSOCIATES
Interior Design and Planning

MAINE PARK WATER RECLAMATION FACILITY
ADMINISTRATION
AND MAINTENANCE BUILDING
CITY OF VANCOUVER, WASHINGTON

REVISIONS

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

Phase Plan

FIRST FLOOR PLAN
1/8" = 1' 0"

PLAN NORTH

FLOOR AREA: 18,890 SF.

CITY OF VANCOUVER
APPROVED
FEB 07 1999
FOR CONSTRUCTION
BUILDING DEPARTMENT

SHEET NO.
03

Phase 1
Phase 2

Demo existing wall
for relocation of
existing doorway

Demo existing wall
for relocation of
existing Door

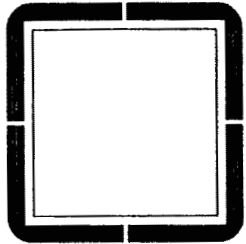
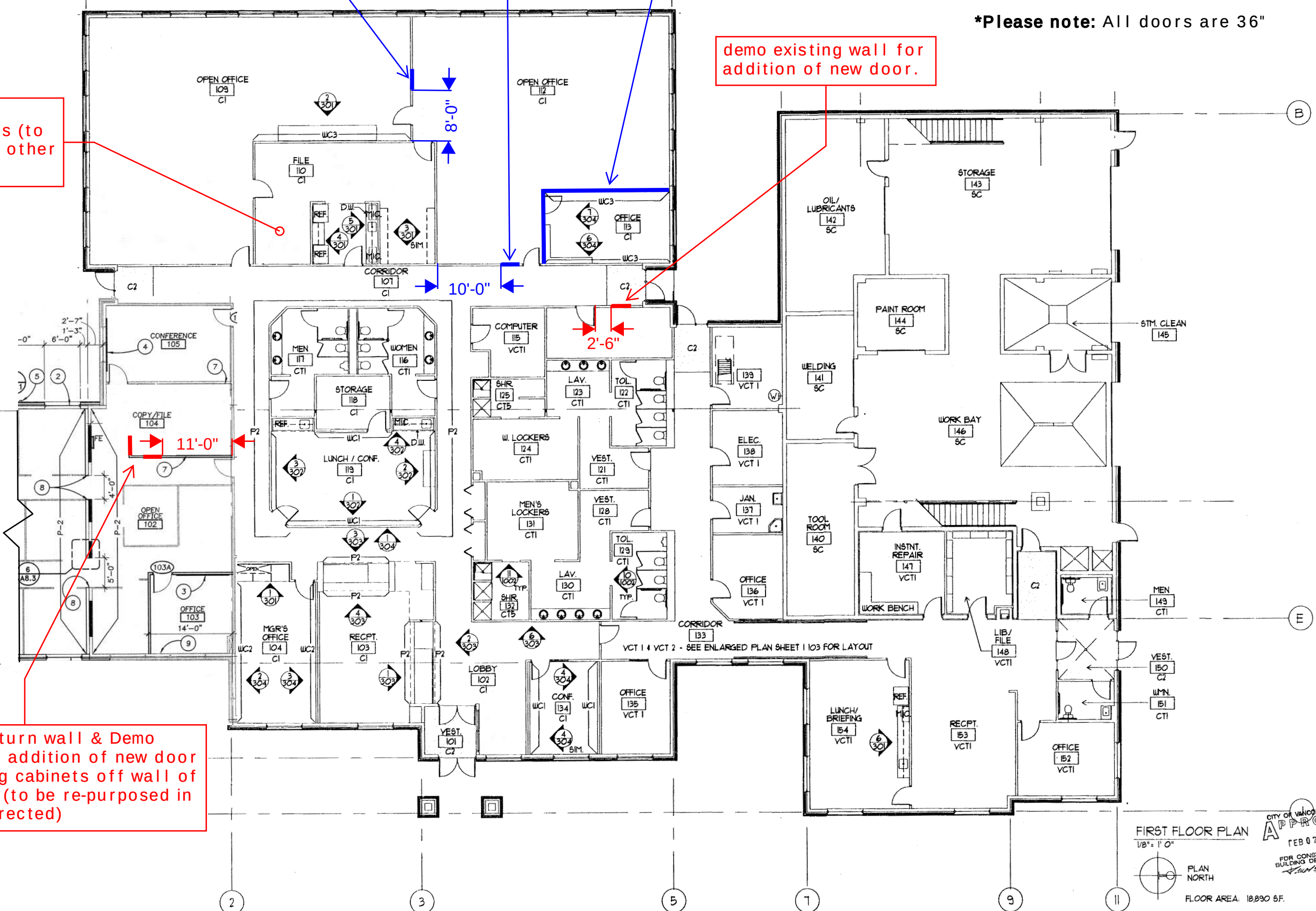
Demo existing office walls and door.
Remove existing shelving from walls.
remove tack-able wall boards.

demo existing wall for
addition of new door.

Remove Existing
Cabinets off walls (to
be re-purposed in other
area as directed)

*Please note: All doors are 36"

Demo existing return wall & Demo
existing wall for addition of new door
& Remove existing cabinets off wall of
Copy / File Room (to be re-purposed in
other area as directed)



architects
associative
8503 MC NELL BLVD AVE
VANCOUVER, BC V6P 6K6
PH 206-574-7019 FAX 206-574-8378
WILLIAMSON
MC CARTER +
ASSOCIATES
Interior Design and Planning

MAINE PARK WATER REGULATION FACILITY
ADMINISTRATION
AND MAINTENANCE BUILDING
CITY OF VANCOUVER, WASHINGTON

REVISIONS
VERIFY SCALE BAR IS ONE INCH ON BY ORIGINAL DRAWING IF NOT ONE INCH ON BY ORIGINAL DRAWING Scales accordingly
Demo Plan

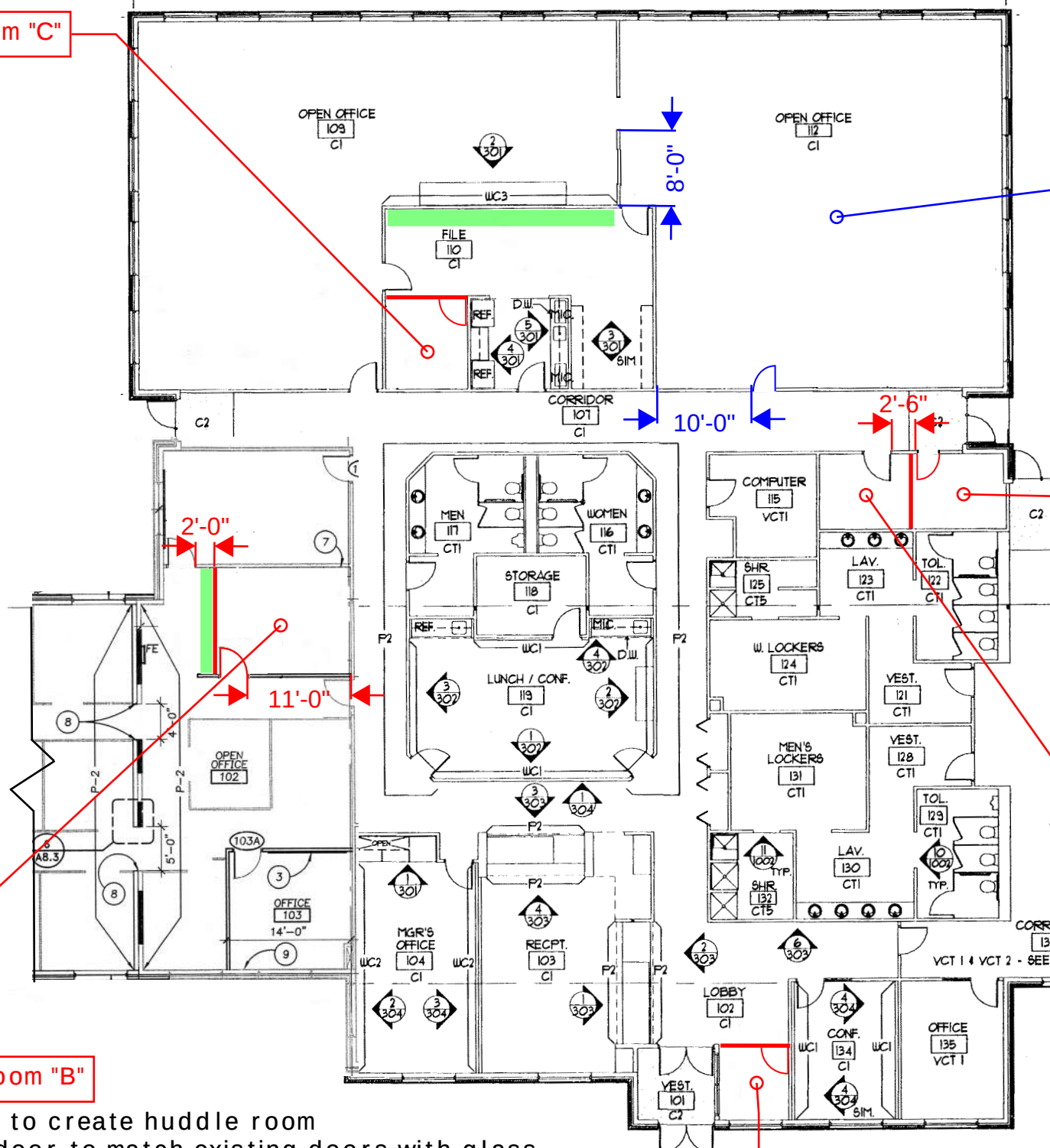
CITY OF VANCOUVER
APPROVED
FEB 07 1999
FOR CONSTRUCTION
BUILDING DEPARTMENT
SHEET NO.
04

- Add new wall to create Huddle Room
- add new 36" door to match existing doors with glass
- Adjust overhead lighting to accommodate new wall
- Add new light switch to control overhead lighting
- Add power and data to wall opposite of new wall (existing Smart Board from sewer)

-  = Location of re-purposed cabinets from demo (install as directed)
-  = new wall
-  = new door

New Huddle Room "C"

Phase 1
Phase 2



Water Engineering Room

- Re-locate exiting door from corridor
- Add doorway (no Door) between Water and Sewer
- reconfigure light switch from demolished wall next to doorway
- Re-locate fire strobe / alarm that is in conflict with newly created doorway
- Add power and data in walls to support new workstations

New Wellness Room

- Add new wall to create Wellness Room and Huddle Room
- add 36" solid fire door w/ privacy door latch
- add power outlets on both sides of new wall
- add light switch to control overhead light
- add new carpet tiles

New Huddle Room "D"

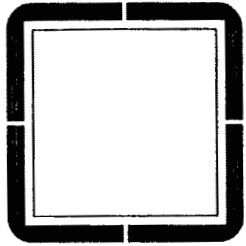
- add glass window to existing door
- add power and data to existing wall opposite of new wall for future Web conference screen
- Add fire strobe / alarm
- Add HVAC Supply (Possible split from wellness room)
- Add carpet tiles

New Huddle Room "B"

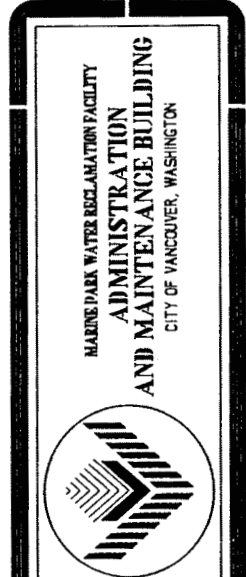
- Add new wall to create huddle room
- Add new 36" door to match existing doors with glass
- Re-locate existing light switch
- Adjust overhead lighting to accommodate new wall
- Add power and data to new wall for future web conference screen

New Huddle Room "A"

- add new storefront glass wall & 36" door
- add / reconfigure lighting and add light switch
- Add HVAC (possible split from Lobby)
- Add fire strobe / alarm
- Add seated privacy glass etching on lobby and vestibule glass



architects
associative
8503 MC NELL BELL AVE
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PH 206-574-7019 FAX 206-574-6378
WILLIAMSON
MCCARTER +
ASSOCIATES
Interior Design and Planning



REVISIONS	
VERIFY SCALE	1" = 1'
BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON SCALES ACCORDINGLY	

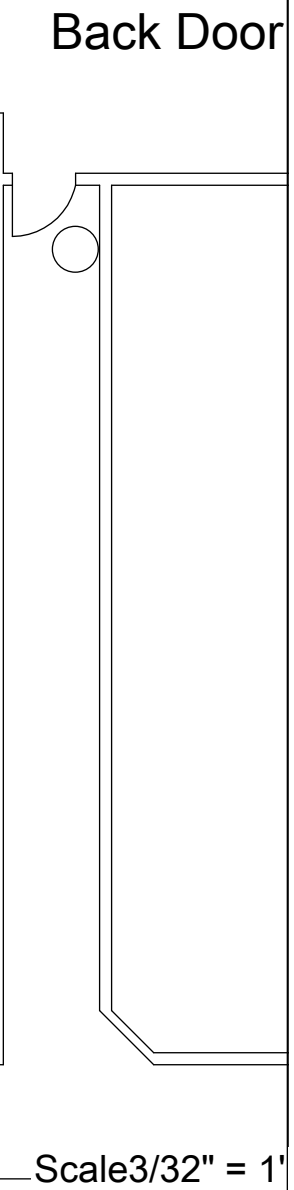
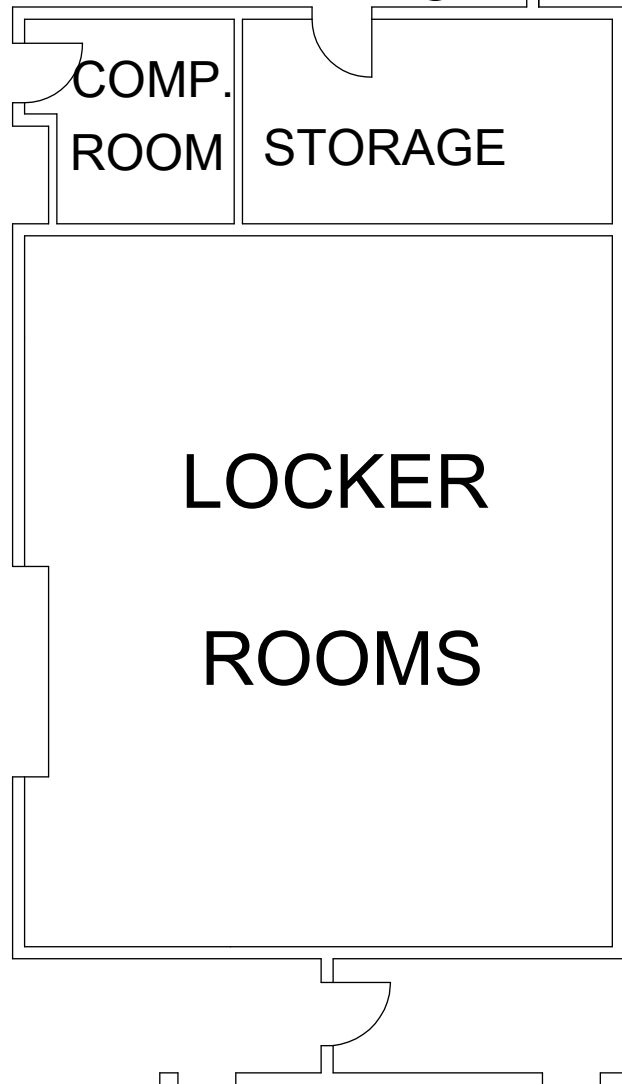
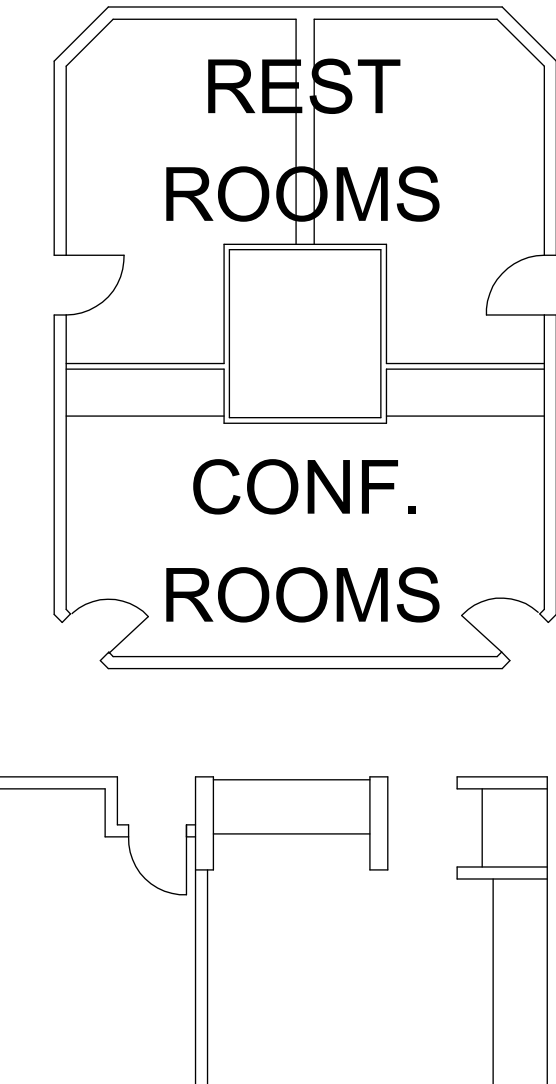
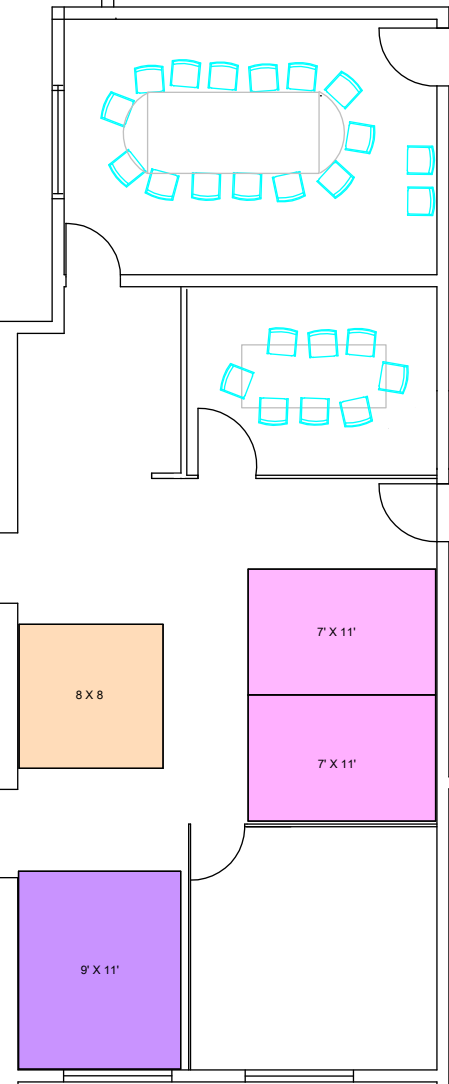
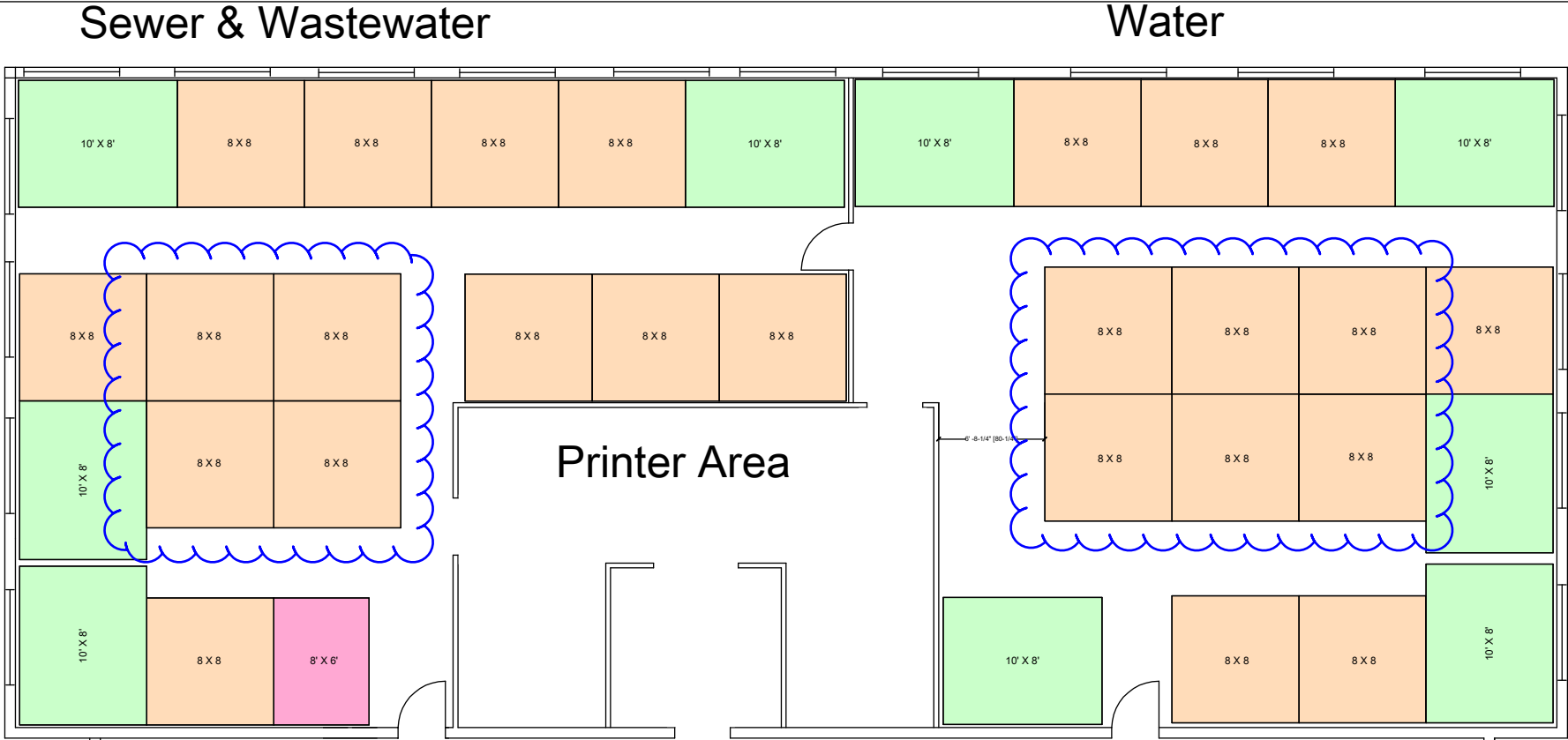
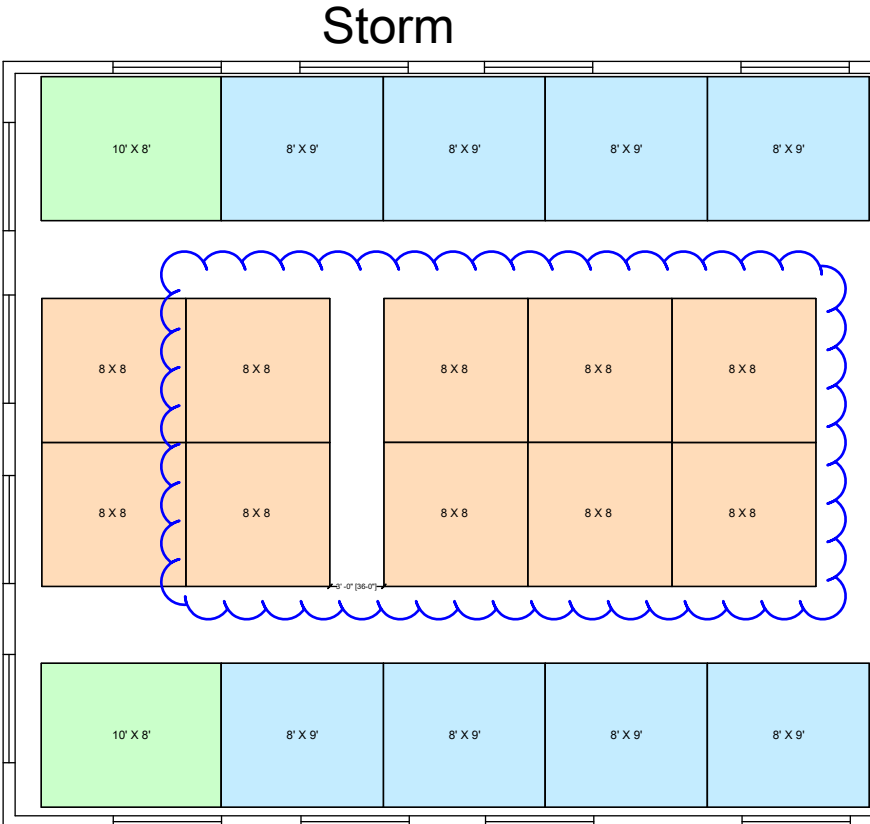
Proposed

SHEET NO.
05

Phase 2:

Power and Data drops to be added to support new workstations that cannot be feed off the perimeter walls

****Workstations bubbled in BLUE****



Scale 3/32" = 1'

PROJECT #: 41954	ACCOUNT MGR: Kim White	CITY OF VANCOUVER MPE Engineering Project		APPROVED:	APPROVED AS NOTED:	DATE:	REVISIONS:	SHEET:	1/5
		DESIGNER: Allie Dummer	SCALE: AS SHOWN	DATE: 1/5/2024	XX/XX/XXXX				
This drawing including the specifications, concepts, designs and arrangements represented here by or incorporated in it, is and shall remain the property of PacificWRO. It shall be used only for the specific project and shall not be used for any other project without the prior written authorization of PacificWRO. These documents shall not be copied, disclosed to third parties, used to perform or complete this project by others, or used in conjunction with any work or project other than the specific project for which it has been prepared.									

Sewer & Wastewater

Water



Scale 1:80

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 PacificWRO

825 NE Multnomah St
Suite 270
Portland, OR 97232
503-238-1590

29 S. Grape St
Medford, OR 97501
514-245-1881

APPROVED: _____	SHEET: 2/5
APPROVED AS NOTED: _____	
DATE: _____	

CITY OF VANCOUVER MPE Engineering Project		DATE: 1/5/2024
Test Stations Floor Plan.cdw		
DESIGNER: Allie Dummer	SCALE: AS SHOWN	

PROJECT #:	41954
ACCOUNT MNGR:	Kim White

Storm



Scale1:60

PROJECT #: 41954	CITY OF VANCOUVER MPE Engineering Project Test Stations Floor Plan, cndw	DESIGNER: Allie Dummer	SCALE: AS SHOWN	DATE: 1/5/2024	REVISIONS: XXXX/XXXX	SHEET: 3/5
		ACCOUNT MNGR: Kim White				

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PacificWRO
825 NE Multnomah St
Suite 270
Portland, OR 97232
503-238-1590

29 S. Grape St
Medford, OR 97501
514-245-1661

Diagram illustrating the layout and dimensions of a bathroom stall. The overall dimensions are 8' - 0" - 1/2" [96-1 1/2"] in height and 8' - 0" [96-0"] in width.

Key components and dimensions shown:

- Stall Dimensions:** 8' - 0" - 1/2" [96-1 1/2"] (Height) and 8' - 0" [96-0"] (Width).
- Door:** Labeled F62/36J.
- Seat:** Labeled 30/30.
- Flush Valve:** Labeled AERON.
- Partitions:**
 - Left Partition: 30/36, F62/30J.
 - Right Partition: 24/66, FDP/B16/30, F62/30J.
 - Bottom Partition: F62/36J.
- Other Labels:** F62/24J, F62/36J, F62/30J.

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PacificWRO

825 NE Multnomah St
Suite 270
Portland, OR 97232
503-238-1590

29 S. Grape St
Medford, OR 97501
514-245-1681

REVISIONS: XXXXXX/XXXX	SHEET: 4/5
---------------------------	---------------

APPROVED: _____

APPROVED AS NOTED: _____

DATE: _____

Technical drawing of a 2x2 office layout. The overall dimensions are 8' -0-1/2" [96-1 1/2"] in width and 8' -0" [96-0"] in depth. The layout includes the following furniture and dimensions:

- Top Left:** A desk labeled **F62/36J** with a width of **30/66E**. Above it is a shelf labeled **F62/36J**. To its left is a vertical panel labeled **F62/36J**.
- Top Right:** A desk labeled **F62/24J** with a width of **42/20/EE**. Above it is a shelf labeled **F62/24J**. To its left is a vertical panel labeled **FDP/B16/42**.
- Bottom Left:** A desk labeled **F62/42J** with a width of **30/60**. To its left is a vertical panel labeled **F62/30J**.
- Bottom Right:** A desk labeled **F62/36J** with a width of **36/15**. To its left is a vertical panel labeled **F62/30J**.
- Center:** A chair labeled **AERON** is positioned between the top-left and bottom-left desks.
- Other Labels:** **F62/18N** is located between the bottom-left and bottom-right desks.

[illegible]

CITY OF VANCOUVER
MPE Engineering Project
Test Stations Floor Plan.mxdw

PROJECT #:
41954

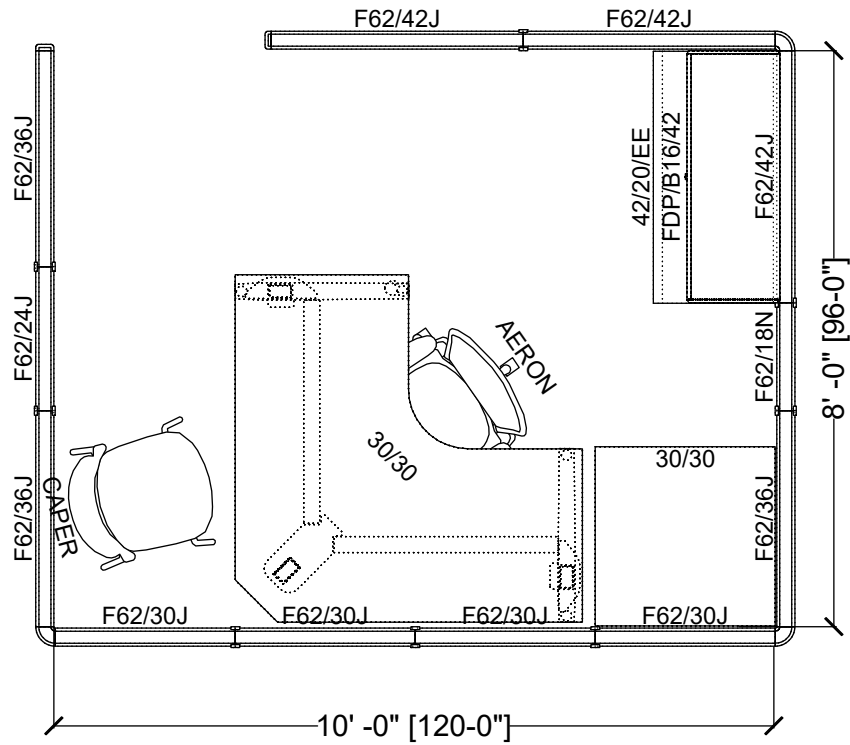
ACCOUNT MNGR: Kim White	DESIGNER: Allie Dummer
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SCALE:
AS SHOWN

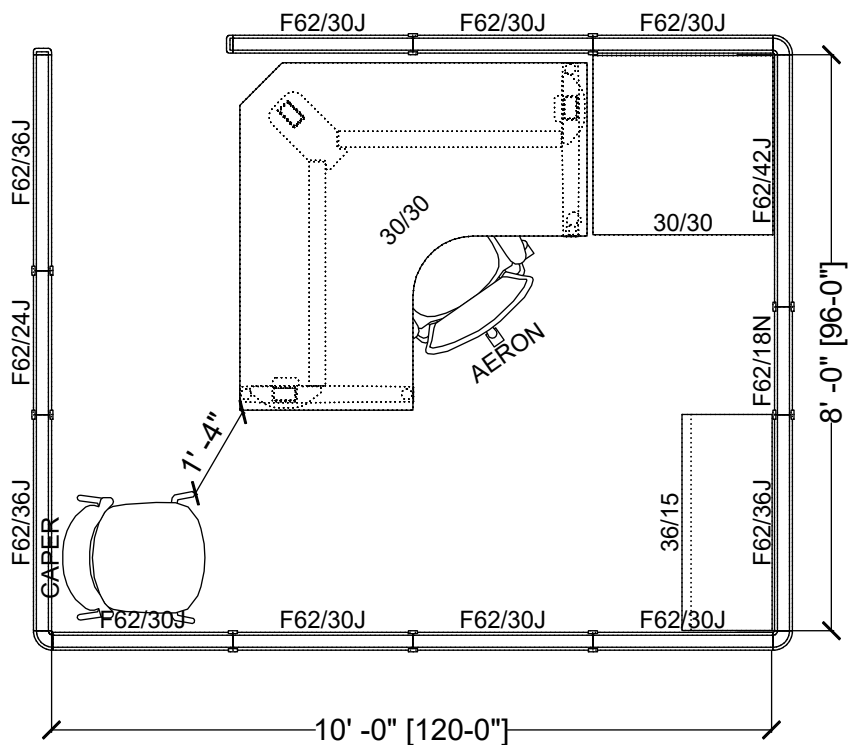
DATE: 1/5/2024

REVISIONS: XX/XX/XXXXX	SHEET: 4/5
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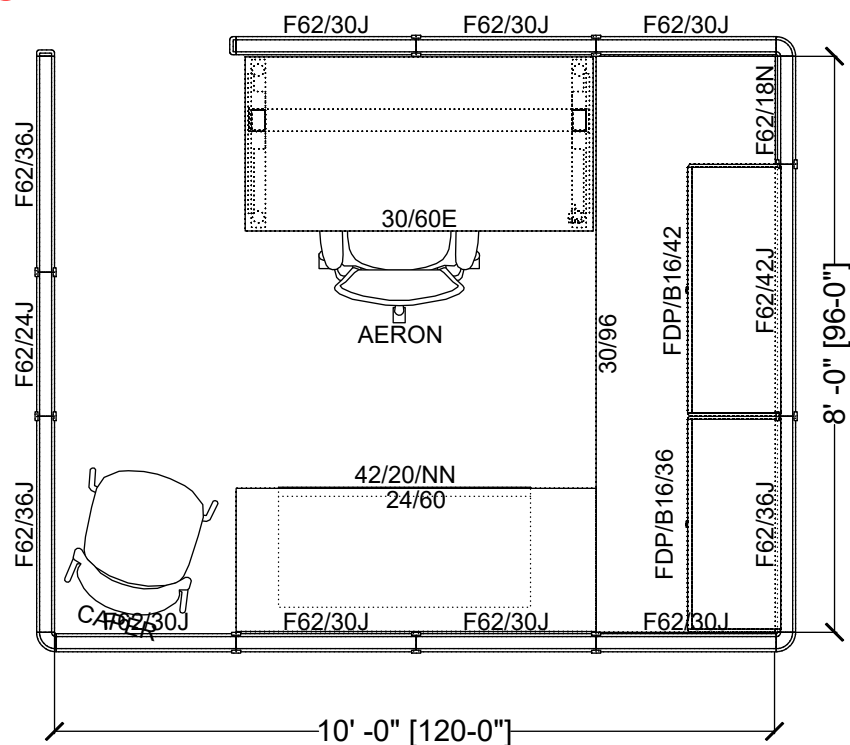
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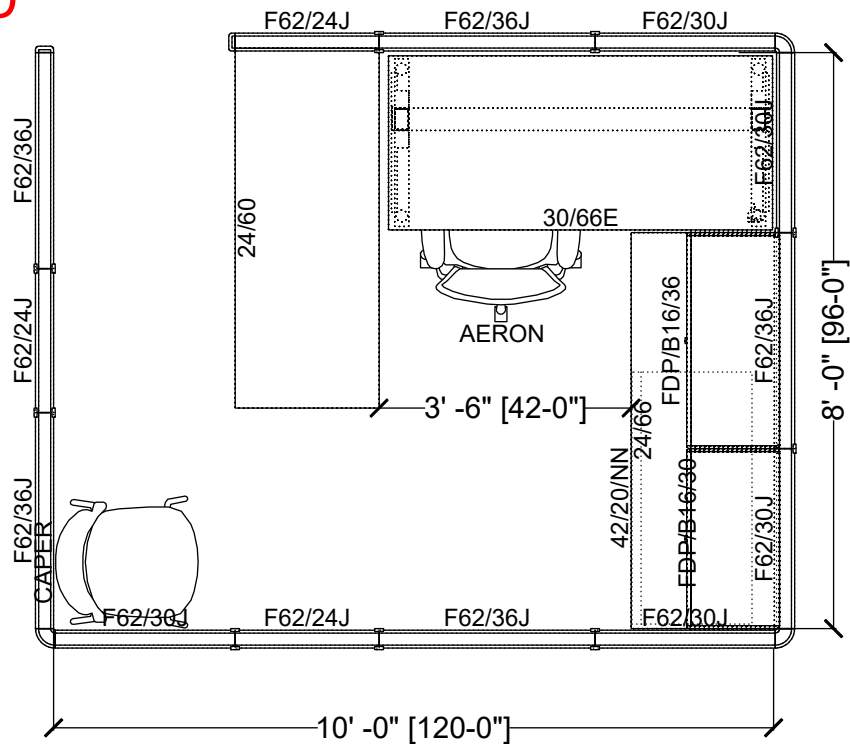
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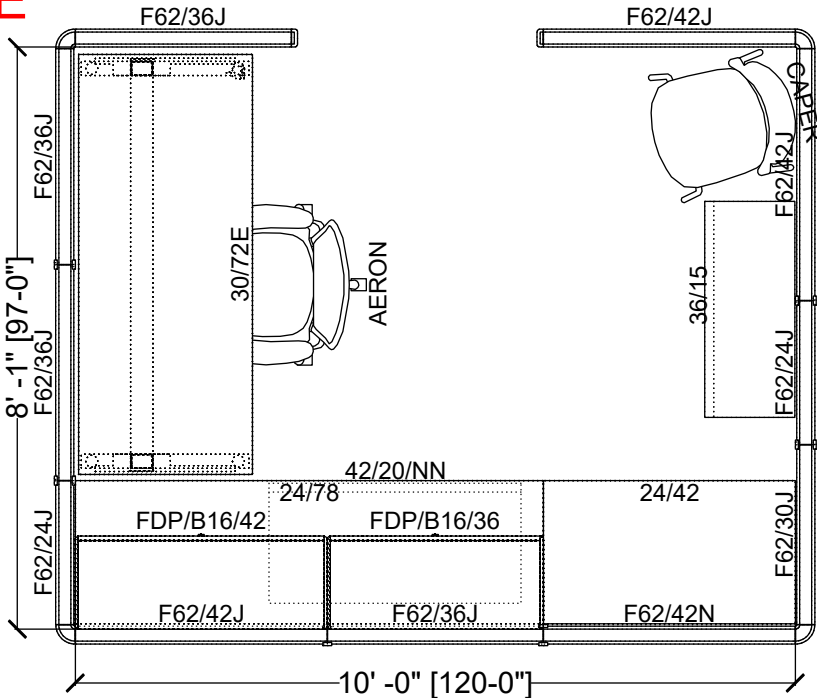
C



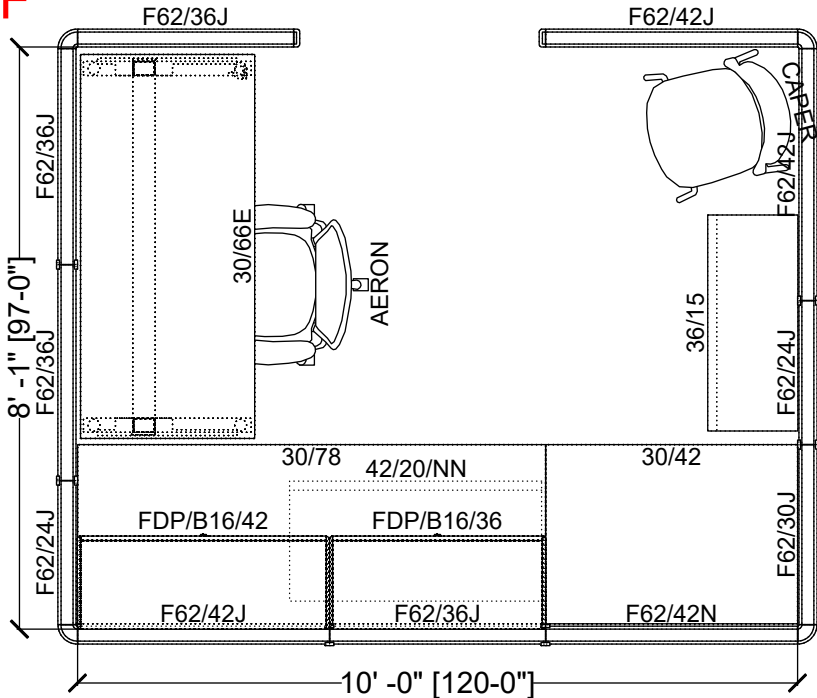
D



E



F



8X10 STATION OPTIONS

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PacificWRO
29 S. Grape St
Medford, OR 97501
514-245-1661
825 NE Multnomah St
Suite 270
Portland, OR 97232
503-238-1590

APPROVED: _____
APPROVED AS NOTED: _____
DATE: _____
REVISIONS: XX/XX/XXXX
SHEET: 5/5

CITY OF VANCOUVER
MPE Engineering Project
Test Stations Floor Plan.dwg
PROJECT #: 41954
ACCOUNT MGR: Kim White
DESIGNER: Allie Dummer
SCALE: AS SHOWN
DATE: 1/5/2024

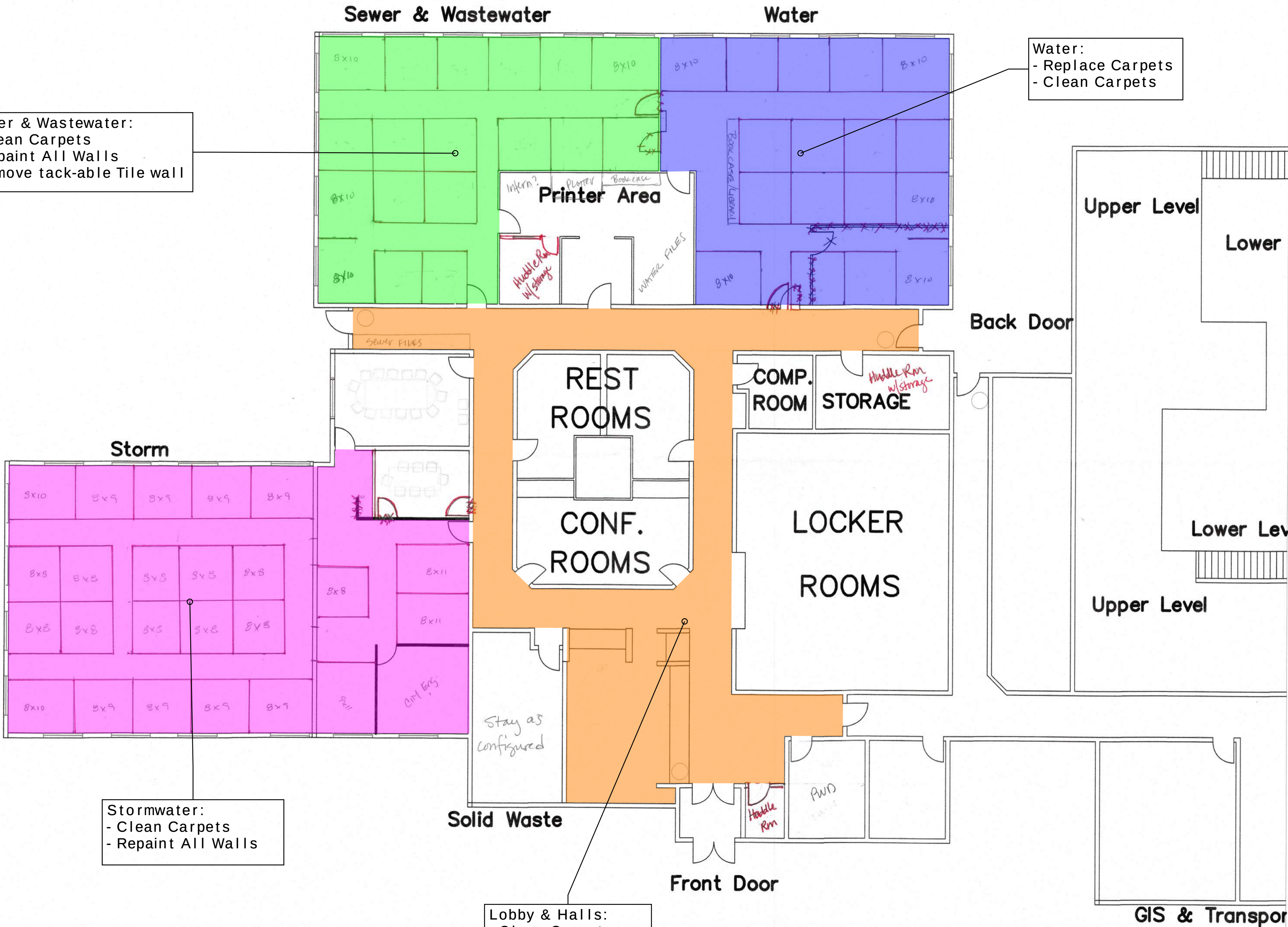
Add Alternate Work by AREA

- Sewer & Wastewater:
- Clean Carpets
 - Repaint All Walls
 - remove tack-able Tile wall

- Water:
- Replace Carpets
 - Clean Carpets

- Stormwater:
- Clean Carpets
 - Repaint All Walls

- Lobby & Halls:
- Clean Carpets
 - Repaint All Walls





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

Purchase Order #: PO-67345
Revision #: 0
Effective Date: 5/7/24
Contract #: C-101148

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

HMI Oregon
 825 NE Multnomah St
 Suite 270
 Portland, OR 97232

Submit Invoice To:

City of Vancouver
 Linda Carlson
 PO Box 1995
 Vancouver, WA 98668
 linda.carlson@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Linda Carlson
 Equipment Services
 4711 E FOURTH PLAIN BLVD
 Vancouver, WA 98661

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

Linda Carlson / (360) 487-8423 linda.carlson@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	Design Services				5.65	65.00
2	Three computer stations - Fleet Services Pacific Order #46084	1	Each	9,144.48	795.57	9,144.48
Subtotal:						\$9,209.48
Tax:						\$801.22
Total:						\$10,010.70

Note to Supplier

The Office Furniture and Related Services #21422 Contract and Amendments thereto ("Master Contract") between the Contractor and Washington Department of Enterprise Services adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "Washington Department of Enterprise Services" under the terms of the master contract.

Authorized Signature

Contract # MA3967

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

MillerKnoll, Inc.

Name

22764 Network Place

Address

Chicago

IL

60673-1227

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Preston Ziegler Phone #(616)654-8843 Email Preston_Ziegler@HermanMiller.com

Vendor #VC0000162859 Commodity Code #425, 42506, 42507, 42548, 42558, 42560, 42548, 42520, 42517, 42518, 42540, 42548, 42594, 42503, 42556, 15030, 15091, 42557, 15056, 15058, 42550, 42553, 42580, 42581, 42589, 42513

2. CONTRACT PORTFOLIO NAME: Office Furniture

3. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide Office Furniture and Related Services identified in Attachment B to Participating States once a Participating Addendum has been signed.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid#CT22-79.

5. CONTRACT PERIOD: Effective Date: 1/22/2023 Termination Date: 1/21/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.

6. Payment: Prompt Payment Discount (if any): N/A.

7. Administrative Fee, as described in the Solicitation and Attachment A: 0.25%.

8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions

ATTACHMENT B: Scope of Work

ATTACHMENT C: Pricing Information (Discount Matrix and Price Lists linked and/or incorporated by reference).

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #CT22-79.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

STATE

Jay Lanenga

November 18, 2022 | 2:21 PM EST

[Signature]

11/22/2022

Contractor's signature

Date

Director, Division of Purchasing

Date

Jay Lanenga

Director of Contracts

Type or Print Name and Title

Laurel deLagerheim

(801)957-7121

-

LdeLagerheim@Utah.gov

Division of Purchasing Contact Person

Telephone Number

Fax Number

Email

(Revised 4/22/20 RS)



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
 - 3.1.1** A Participating Entity's Participating Addendum ("PA");

- 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2** **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3** **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1** **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2** **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3** **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State

Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some Participating Entities may require an additional administrative fee be paid by Contractor directly to the Participating Entity on purchases made by Purchasing Entities within that Participating Entity. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless prohibited by law or otherwise negotiated in a Participating Addendum, Contractor may adjust the Participating Addendum pricing by an amount no greater than the Participating Entity fee for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-

digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this

Master Agreement. Upon request of the Lead State or NASPO ValuePoint and, if such provision is identified as confidential in the agreement between Contractor and the third-party, mutual agreement of the third-party, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement for convenience or to terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing.

- 6.1.1** Minimum discount percentage rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Contractor may request to update the pricing on their Published Commercial Price List one (1) time every twelve (12) months. Any update must be submitted at least ninety (90) days prior to the effective date and the Lead Contract State Administrator may update the Master Agreement through a written amendment as appropriate.

The requested increase must be based upon a documented cost increase to the Contractor that is directly correlated to the price of the products on the Contractor's Published Commercial Price List that are covered under the Master Agreement. The price adjustment must not produce a higher profit margin than the original contract and must be accompanied by sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list.

Documentation shall include, but not be limited to, the Contractor's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data, and other information to support and justify the increase. The Lead State Contract Administrator may conduct a thorough investigation of the data provided and substantiate whether the increase is valid or justified.

Any approved Published Commercial Price List price adjustments shall carry a price guarantee period of twelve (12) months and be effective on the date of the Master Agreement amendment or the designated effective date.

In the event of an extraordinary, emergency, or other unusual or unexpected increase in the cost of manufacturing, supplying or distributing Products that negatively and materially impacts Contractor's costs, Contractor reserves the right to request renegotiation of pricing and/or an out of cycle price increase to be applicable only for the duration of the emergency or event resulting in the increase in Contractor's costs. Requests for such price increases must be justified and documented in accordance with the requirements set forth in this section, and approval of any request is solely at the discretion of the Lead State.

Any adjustment or amendment for a price increase to the Master Agreement will not be effective unless approved by the Lead State Contract Administrator. Increases in allowable discounts and decreases in market pricing shall be immediately offered to the Lead State for amendment into the Master Agreement.

No retroactive price adjustments will be allowed for Published Commercial Price List price adjustments.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice

is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is

specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to ~~120~~ 90 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor including the following:
 - 7.6.5.1** Published Commercial Price List
 - 7.6.5.2** Contracted Discount Percentage
 - 7.6.5.3** Contract Price
 - 7.6.6** Installation and Design Fees show as hourly rates. Information must include the number of crew members required and the installation team's associated hours and hourly rate. Each crew member's number of hours must a detailed explanation of the work to be included in those hours.
 - 7.6.7** Anticipated Lead times
 - 7.6.8** A not-to-exceed total for the products or services being ordered; and
 - 7.6.9** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid and allowed, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2** Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3** Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section

IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity

may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants at a minimum the office furniture products and materials offered under this RFP and resulting Master Agreement for ten (10) years from Acceptance. Contractor may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty from Acceptance. If not explicitly excluded, the products will carry the ten (10) year warranty from Acceptance. Specialty products and accessories may be excluded from the following requirements and must offer a minimum warranty of five (5) years from Acceptance. Warranties must contain descriptive warranty information for all specialty products and accessories. Contractor warrants that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
- 12.2.1.2** specified by the Contractor to work with the Product;
- 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- 12.2.1.4** reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently

published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees

or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information

has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the

identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe

weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action

which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Attachment B
Scope of Work

Section 1: Scope of Work

The following products and services are not included in the scope of this Master Agreement: residential, gaming, healthcare, educational, laboratory, auditorium and lecture hall furniture. Third party or partner brands are not included in the scope of this Master Agreement.

Accessories provided by the Contractor must be related to each product category for which Contractor is awarded.

Contractor has been awarded the following categories.

- A. Office Seating and Accessories includes general purpose office chairs that are normally used in an office environment and may include, but are not limited to those seating styles typically referred to as: conference/executive chairs, task chairs, side/guest chairs, nesting folding chairs, tablet arm chairs and stools.

Contractor must provide in their offering, at a minimum, executive seating, task/work seating, conference room seating and guest/side seating. Optional products include dispatch 24/7 seating, value seating, Bariatric seating, stackable/folding seating, work stools, and tablet arm chairs.

All products offered shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- B. Lounge and Public Seating and Accessories includes products with single seat units, units with multiple seating positions within one unit or ganged seating units, and folding chairs. Public and lounge seating may be ganged/connected. Seating in this category would normally be used in indoor common/shared spaces such as waiting, reception, visitor seating, restaurant and dining settings and other gathering areas. Seating units that must be attached to the building structure for support or stability purposes and general purpose or task-oriented office chairs are not included.

Contractor must provide, at a minimum, single seats reception/lounge seating, multiple seat reception/lounge seating within one unit or ganged seating units, couch seating, and lounge seating. Optional products include collaborative lounge seating, folding chairs, foot stools, and Bariatric Lounge and Public Seating.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- C. Desks, Tables, and Related Products and Accessories include products intended for use in commercial office, institutional and training environments; including retail spaces and restaurants. Tables may be collapsible and/or stackable. Tables with attached seating are excluded.

Contractor must provide in their offering, at a minimum, free-standing desks, height adjustable desks, and tables. Optional products include small office, side tables, conference room tables, training tables, and mobile and portable workstations.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- D. Panel Systems and Accessories include panel systems, screens, panel supported systems, and various hang on components.

Contractor must provide in their offering, at a minimum, panel systems and overhead storage. Optional products include moveable screens, boundaries, and panels, mobile boards, and shelving.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

Contractor certifies that standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in quotes.

- E. Storage and Accessories include freestanding, mobile, and wall mounted storage units and shelving, bookcases, filing cabinets, pedestal filing cabinets, wardrobes, and other similar functioning storage products.

Contractor must provide in their offering, at a minimum, file cabinets, free-standing and mobile pedestal file cabinets, and bookcases. Optional items include wardrobes, cabinets, and shelving. This category does not include shelving units that are attached to panel systems or architectural products.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

Section 2: Original Equipment Manufacturer (OEM) Requirements

F. Minimum Dollar Amount, New Products, Product Lines, and Discount Percentage

1. There shall be no minimum dollar amount or product count under the Master Agreement or resulting Participating Addendums.
2. Contractor shall only offer new products. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

3. Product Lines

During the term of the Master Agreement, the Contractor may submit a request to update the awarded product lines within the awarded categories as products are introduced or removed from the market.

The Lead State Contract Administrator may evaluate requests and update the Master Agreement through a written amendment as appropriate. The request must be made at least ninety (90) calendar days prior to the effective date. The Contractor must update the dedicated website, price lists, and catalog to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same awarded product category.

If Contractor elects to offer a product line under an awarded category, the Contractor must provide the entire product line within the awarded category.

4. Discount Percentage

Contractor may offer multiple minimum percentage discounts per category and product line if, those different percentages and product types are specified on the corresponding product category detail sheet in Attachment C.

Accessories offered must be included in a specific awarded product line. Accessories from a product line not awarded may not be offered.

The minimum percentage discount offered includes Standard Delivery and Dock Delivery to Purchasing Entity.

Hardware and related components may have their own minimum percentage discount if specified on the corresponding product category detail sheet in Attachment C.

The minimum percentage discount offered does not include Installation Services. Installation Services and Design Services rates are negotiated during the Participating Addendum process.

G. Dedicated Website

1. Contractor certifies that Contractor shall maintain a contract website for each Participating Entity that executes a Participating Addendum. The purpose of the website is to inform Purchasing Entities of the individual programs under any subsequent Participating Addendum. The website, shall at minimum contain:
 - a. Product offerings and options, limited to the products approved by each Participating Entity through their Participating Addendum.
 - b. A list of Authorized Dealers within the Participating Entities that are authorized to service the Participating Addendum.
 - c. Pricing information limited to the products approved by the Participating Entity through their Participating Addendum.
 - d. Contractor must have website implemented within ninety (90) calendar days of execution of a Master Agreement or implementation of a Participating Addendum. Participating Entities will identify any state specific accessibility or other requirements during the Participating Addendum process.

H. Warranty

1. Contractor certifies that Contractor must, at a minimum, warrant the office furniture products and materials offered this Master Agreement for ten (10) years from Acceptance. Contractor may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty from Acceptance. If not explicitly excluded, the products will carry the ten (10) year warranty from Acceptance. Specialty products and accessories may be excluded from the following requirements and must offer a minimum warranty of five (5) years from Acceptance. Warranties must contain descriptive warranty information for all specialty products and accessories.
 - a. Products including parts and components that fail under normal use as a result of a defect in design, materials, workmanship, or installation must be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
 - b. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to in writing by the Purchasing Entity. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

I. Freight and Delivery

1. Contractor certifies that unless otherwise noted on a purchase order, the Contractor or Contractor's Authorized Dealer must comply with the following delivery requirements:
 - a. The Contractor or Contractor's Authorized Dealer must be able to offer the following delivery methods. Pricing and fees for additional services, such as inside delivery, and other non-standard requests will be negotiated during the Participating Addendum process by each Participating Entity.
 - b. Standard Delivery – FOB Destination Freight Prepaid and Allowed. Product is brought to the tailgate or end of truck and Purchasing Entity is responsible to unload. No additional freight charges apply.
 - i. Freight costs must be included in the Contract Price for all Participating Entities. All freight costs for shipments to the closest west coast shipping port for Alaska and Hawaii must be included in the Contract Price offered in response to this Master Agreement. Alaska and Hawaii will negotiate freight rates (from the closest west coast shipping port to the locations of the Participating Entity) during the Participating Addendum process.
 - ii. The Contractor is responsible for filing and expediting all freight claims with carriers. The Contractor must pay title and risk of loss or damage charges.
 - iii. Participating Entities reserve the right to examine freight cost and route shipments with their own contracted carrier.
 - iv. F.O.B Destination, freight prepaid
 - Seller – Pays freight charges
 - Seller – Bears freight charges and selects carrier
 - Seller – Owns goods in transit
 - Seller – Files claims (if any)
 - c. Dock Delivery - Products will be delivered and unloaded by a common carrier to a dock. Participating Entities may want to order, for example, seating or accessories and does not need assistance with installation and prefers the product to be delivered directly to Purchasing Entity's facility dock.
 - d. Inside Delivery - Products will be delivered by the Contractor or Contractor's Authorized Dealer to the receiving address as designated on a purchase order. Products will be unloaded and unboxed by the Contractor or Contractor's Authorized Dealer with no installation required by the Contractor or Contractor's Authorized Dealer.

J. Installation - Products will be delivered, unloaded, uncrated, and installed by the Contractor or the Contractor's Authorized Dealer according to the plan and to a move in ready condition incorporating the requirements below in Section N.

1. Delivery of products must be made to any receiving address specified on the purchase order. Multiple delivery locations could be included on one (1) purchase order. Locations may include, but are not limited to, standard office buildings, high-rise office buildings, receiving docks, and staging areas.

2. Contractor or Contractor's Authorized Dealer must offer delivery, unloading, uncrating, and installation of products ordered from any product category for which Contractor is awarded.
3. Contractor or Contractor's Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpsters and trash receptacles that belong to the Participating Entity must not be used without written permission from the Purchasing Entity.
4. Participating Entity personnel shall not assist with unloading product. Participating Entities may elect to accept partial deliveries; however, final payment will not be made until all products have been received and accepted unless a partial delivery was made at the request of the Participating Entity.
5. Contractor or Contractor's Authorized Dealer is responsible for storage of product prior to delivery. If delivery is delayed by the Participating Entity, the Participating Entity shall negotiate a new delivery date with the Contractor or Contractor's Authorized Dealer and the purchase order shall be revised. Storage costs associated with the delayed deliveries requested by the Participating Entity shall be negotiated on a project basis.
6. Emergency or rush deliveries required by the Participating Entity that require special shipping and handling charges may be at the Participating Entity's expense, but only with prior written approval from the Participating Entity and a delivery date agreement from the Contractor or Contractor's Authorized Dealer. Emergency or rush shipping charges must be added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of the Contractor or Contractor's Authorized Dealer's error; all shipping and handling charges must be paid by the Contractor and Contractor's Authorized Dealer including all charges for shipping and handling to Alaska and Hawaii.
7. The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that must remain the obligation of the Contractor or Contractor's Authorized Dealer. Unless otherwise stated in the Participating Addendum or project agreement, if delivery of critical components to perform the job function are delayed more than ninety (90) business days beyond the delivery terms as stated in the purchase order, the Contractor or Contractor's Authorized Dealer will be given the opportunity to provide a substitute product that meets the needs to the Participating Entity until the ordered product is delivered. The Participating Entity reserves the right to determine if the substitute product is acceptable and meets its needs. Should substitute product not meet the needs of the Participating Entity or if the Contractor or Contractor's Authorized Dealer does not provide a substitute product then the Participating Entity may cancel the order with no payment for work completed. Participating Entity acknowledges that Contractor or Contractor's Authorized Dealer will not be liable to the extent that any such delays are caused by order changes requested by the Participating Entity, construction/inspection delays at Participating Entity's job site, and/or force majeure events.

K. Damaged and Incorrect Product

1. Damaged or incorrect product must be reported to Contractor or Contractor's Authorized Dealer by the Participating Entity within five (5) calendar days after the damage is noticed.
2. Contractor or Contractor's Authorized Dealer is responsible for pickup and repair or replacement of all damaged goods within a reasonable time frame acceptable to the Participating Entity.
3. Contractor or Contractor's Authorized Dealer shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the Participating Entity.
4. Contractor or Contractor's Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.
5. Contractor or Contractor's Authorized Dealer is required to keep the Participating Entity informed of the replacement process and delivery date for any and all replacement orders.
6. The Participating Entity will not be charged a re-stock fee for any returns due to an Contractor error.
7. In the event that a Participating Entity does not accept product due to damages or shipment error as described above, Participating Entity including Alaska or Hawaii shall not pay additional shipping and handling charges for the shipment of replacement products.

L. Product Manuals

Upon request, an owner's manual, which includes installation instructions and serviceable parts lists, must be supplied for all products. Manuals may be available via the Contractor's website. The manuals must be available that contain complete installation and uninstallation instructions including all necessary parts lists and diagrams.

M. Customer Service

1. Contractor or Contractor's Authorized Dealer must have one (1) lead representative for each Participating Entity that executes a Participating Addendum. Contact information shall be kept current. Any changes shall be communicated to the Participating Entity within five (5) business days.
2. Purchasing Entities must have the option of ordering through the Contractor or Contractor's Authorized Dealer network.
3. Contractor's or Contractor's Authorized Dealer's representative must be available by phone or email at a minimum, from 8 AM to 5 PM on Monday through Friday for the applicable time zones.
4. Contractor or Contractor's Authorized Dealer's representative will respond to inquiries within one (1) business day.

5. Contractor or Contractor's Authorized Dealer(s) must provide Design Services for the applicable categories as further described below in Section O.
6. Contractor or Contractor's Authorized Dealer(s) must provide Installation Services for the applicable categories as further described below in Section N.
7. Contractor or Contractor's Authorized Dealer(s) must provide Customer Service as further described below in Section P at no additional charge.
8. Quotes provided by the Contractor or Contractor's Authorized Dealer(s) to Purchasing Entities must contain, at a minimum, the following elements:
 - a. Master Agreement and Participating Addendum (if Applicable) Number
 - b. Published Commercial Price List
 - c. Contracted Discount Percentage
 - d. Contract Price
 - e. Installation and Design Fees shown as hourly rates. Information must include the number of crew members required and the installation team's associated hours and hourly rate. Each crew member's number of hours must a detailed explanation of the work to be included in those hours.
 - f. Anticipated Lead times
9. Quotes provided by the Contractor or Contractor's Authorized Dealer(s) must be approved in writing by the Purchasing Entity prior to ordering or work commencement.
10. Invoices provided by the Contractor or Contractor's Authorized Dealer(s) must contain, at a minimum, the following elements:
 - a. Purchase order number or other identifying order number.
 - b. Master Agreement and Participating Addendum (if Applicable) Number
 - c. Payment terms must be in compliance with the Master Agreement or the Participating Entity's Participating Addendum.
 - d. Pricing that reflects that which is on the purchase order or other ordering confirmation documentation as applicable (i.e. signed quote, work order, etc.).

N. Service Category – Installation Services.

Contractor certifies that Installation Services include all planning and labor required to disassemble, assemble, deliver, setup, install, and otherwise finish an office installation or remodel project at a contracted hourly rate. The contracted hourly rate and hours will be negotiated during the Participating Addendum process by each Participating Entity.

1. Installation of Product (Applies to all categories)
 - a. The Contractor or Authorized Dealer must take precautions during the installation of any product not to damage the premises and/or property of the Purchasing Entity except as necessary to install product and approved in advance by the Purchasing Entity.

If damages do occur as a result of operations under this Master Agreement, the Contractor or Contractor's Authorized Dealer is responsible for ensuring that the affected premises and/or property is returned/restored to their original condition or the Contractor or Contractor's Authorized Dealer must make restitution, as agreed upon by the parties.

- b. Installation must occur with minimal disruption, time, noise volume, and space usage.
- c. Products must be fully installed and ready for use within the agreed upon time frame of the Participating Entity.
- d. Installation Team
 - i. Contractor or Contractor's Authorized Dealer must maintain an installation crew either in-house or subcontracted as an installation team.
 - ii. Contractor or Contractor's Authorized Dealer must be fully responsible for and supervision of the installation team.
 - iii. Installation team must be trained and experienced in the installation of product and comply with any and all applicable federal, state, and local licensing, code and prevailing wage requirements as well as any manufacturer recommended installation methods.
 - iv. Installation team must be fully responsible for installation of product unless Standard Delivery or Dock Delivery is selected by the Purchasing Entity.
 - v. Installation team is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpsters and trash receptacles that belong to the Participating Entity must not be used without written permission from the Purchasing Entity.
 - vi. Installation team is responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. Purchasing Entity is not responsible for tools left at the job site.
 - vii. Installation team must place all products in the location designated by the plan or Purchasing Entity.

2. Cleaning

- a. Contractor or Contractor's Authorized Dealer(s) is responsible to ensure that a final cleaning will be completed prior to the final walk through and acceptance of all products. A final cleaning must include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the product be ready for use or move in condition, as applicable.
- b. Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contractor or Contractor's Authorized Dealer, after notification and request for correction, is not able to properly clean and ready the job site for occupation by the designated move in date.
- c. The cost of additional cleaning shall be fully reimbursed by the Contractor or Contractor's Authorized Dealer if the Contractor or Contractor's Authorized Dealer(s) do not correct the issue promptly to allow for occupation of the job site on the designated move in date.
- d. Contractor or Contractor's Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk through inspection and provide a punch out checklist, if requested by the Purchasing Entity.

- i. The punch out checklist must include a listing of any missing, incorrect, non-working or damaged products that is approved and signed by the Purchasing Entity after issues are resolved.

- 3. Contractor or Contractor's Authorized Dealer(s) is responsible for ordering any missing, damaged, or incorrect products upon discovery, and Purchasing Entity must incur no additional charges as a result of the Contractor or Contractor's Authorized Dealer error or omission.

O. Service Category - Design Services

- 1. Design Services fees may only be applied to Panel Systems and Accessories and Architectural Products and Accessories unless the project includes one or more of the product categories below:

- a. Office Seating and Accessories
- b. Lounge and Public Seating and Accessories
- c. Desks, Tables, and Related Products Accessories
- d. Storage and Accessories

- 2. Contractor's awarded the Panel Systems and Accessories and/or the Architectural Products and Accessories categories must provide design services including reconfiguration and layout services at a contracted hourly rate. The contracted hourly rate will be negotiated during the Participating Addendum process by each Participating Entity.

- 3. Design services include but are not limited to; space planning, furniture migration strategies, reconfiguration of existing panel system or architectural products, assistance with furniture selection, interior office design, and computerized installation drawings. Purchasing Entity's project manager must approve final plans in writing.

- a. Contractor or Contractor's Authorized Dealers working on projects that require design services will provide a detailed description and breakdown of all services being provided and costs associated with them. Design fees must not exceed 3% of the total Contract Price unless the Purchasing Entity agrees to additional charges in advance of services.

- i. Contractor may request an exception, directly to the Purchasing Entity, to the 3% cap or request that design fees be allowed for other furniture product categories for one or more of the following reasons. The request must be approved by the Purchasing Entity and must be included in the quote and, after approval, be included in the purchase order.

- 1. The project is more complex and requires more labor hours or expertise.
- 2. The project requires additional site visits or travel to remote locations.

Contractor or Contractor's Authorized Dealer may only collect design fees if they are awarded the project and must provide detailed quotes free of charge.

b. Design Services applicable to Panel Systems and Accessories.

- i. Fabric, paint, and finishes must be available electronically and incorporated into computer-aided design drawings to aid in the selection process.
- ii. Contractor is responsible for the following:
 - 1. Accuracy of all job site dimensions, obstructions, and attributes.
 - 2. Overages, shortages, or all other ordering errors resulting from orders based on the design work completed by the Contractor or Contractor's Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Contractor or Contractor's Authorized Dealer's design or ordering process.
 - 3. Resolve the matter to the Purchasing Entity's satisfaction (financially and logistically), if Contractor or Contractor's Authorized has designed and specified a new furniture installation that does not fit properly due to inaccurate floor plans. No payment will be made until the issue is fully resolved and approved by the Purchasing Entity.
 - 4. Provide a plan showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data outlets.
 - 5. All plans and review for correct product application and stability including notifying the Purchasing Entity immediately of any deviations or inconsistencies with product capabilities, including unusual installation requirements.
 - 6. Accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at the time of installation, Contractor or Contractor's Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.
 - 7. Complying with all applicable federal, state, borough, and local regulations, codes, and laws, and be liable for all required insurance, licenses, permits, bonds, taxes, inspections, and prevailing wage requirements.

P. Customer Service

Contractor certifies that Contractor can provide or meet the following requirements: Customer service includes sales service, project management services, product information services, and warranty services. If a Participating Entity elects to provide Customer Owned Material, Contractor shall assist the Participating Entity with the evaluation of that material at no additional cost. Contractor or Contractor's Authorized Dealer may not charge for Customer Service.

Q. Optional Services

The Contractor may or may not offer these categories. Participating Entities reserve the right to determine to incorporate any of the optional categories into a Participating Addendum. If the optional categories are offered by the Contractor, the terms and conditions, scope of work and hourly rates shall be negotiated during the Participating Addendum process.

Optional services must be provided as a standalone service without the need to place an order for furniture. Contractor must provide a not to exceed quote for optional services prior to commencing work.

Contractor must comply with all applicable federal, state, borough, and local regulations, codes, and laws, and be liable for all required insurance, licenses, permits, bonds, taxes, inspections, and prevailing wage requirements.

1. Software that enhances the awarded product categories.
2. Recycling or Donation/Reuse Programs
3. Work from Home Programs
4. Lease Options

Contractor may provide the following rental/financing options, including, but not limited to lump sum payment, installment sale, rental and the option to lease any office furniture, supplies, materials and services. Contractor will identify its rental/lease partner(s). Any Purchasing Entity may choose to work with a Contractor's lease partner or obtain other financing or work with other leasing entities of the Purchasing Entity's choice.

5. Reconfiguration of Furniture

a. Product Inventory

- i. Contractor shall go to the existing space and assess/inventory the existing furniture layout and products. A drawing and specification list of the existing furniture layout is required prior to beginning a reconfiguration of furniture.
- ii. If the original design was completed by the Contractor and the design is on file, the Contractor shall verify the existing layout against the design, then update the design to verify the design/layout/count of existing products is accurate prior to beginning the new design.
- iii. If the original design was not completed by the Contractor or the design is not on file, then the Contractor shall need to create a new set of drawings that reflect the current furniture layout prior to beginning the new design.

b. Field Verifications

Contractor shall complete a field verification of facility dimensions, including inspecting the site, measuring the space and updating the Purchasing Entity's provided CAD drawings to reflect accurate dimensions, or creating the CAD drawings if the drawings do not exist.

c. Furniture Space Planning, Layout, and 3D Rendering

Purchasing Entities may request multiple revisions based on Purchasing Entity feedback. Space planning may also include preliminary block plans to determine space

utilization or may include specific product application and design. Contractor shall ensure that plans meet all building, electrical and fire codes, and obtain approval from building departments, as required.

d. Furniture Specification

Contractor shall create parts lists based on the layout of space, application of color, material, and finish, and specification/coordination of electrical/data. Contractor shall double check to make sure all plans meet code and match the requested finishes, quantities, and sizes on the floor plan.

Purchasing Entity may request that the Contractor research and present multiple product options as requested. Each time the layout or color, material, and finish is revised, the plan must also be revised.

e. Customer's Own Material (COM)

If a Purchasing Entity elects to use COM, Contractor must spend time verifying yardage and application of COM along with availability and compatibility on product. Each time colors and finishes are revised by a Purchasing Entity, the plan must also be revised.

f. Final Floor Plans and Quote

Contractor must create a final floor plan in a printed copy or electronic PDF format for the Purchasing Entity to approve in writing and allows an order to be placed. The final floor plan must include furniture layout, electrical/data locations, etc.

R. Authorized Dealers

Authorized Dealers are required to offer all mandatory services.

Each Participating Entity may select the Authorized Dealer(s) they choose to do business with during the Participating Addendum process. A Participating Entity may require the Authorized Dealer(s) to submit additional information regarding its firm as part of the selection process during the execution of a Participating Addendum. This information could include, but is not limited to; business references, number of years in business, technical capabilities, information on past projects, and the experience of both its sales and installation personnel.

The Contractor will be the sole point of responsibility. The Lead State Contract Administrator and Participating Entities will look solely to the Contractor for the performance of all contractual obligations, and the Contractor shall not be relieved for the non-performance of any Authorized Dealers and/or all subcontractors. Master Agreement requirements such as websites, reporting, etc. are the responsibility of the Contractor. The Contractor must provide education and guidance on use of the Master Agreement and Participating Addendums.

The process for adding or removing an Authorized Dealer at the Participating Entity level will be negotiated and described in the Participating Addendum. Each Participating Entity shall determine, negotiate with the Contractor, and describe the process in the Participating

Addendum. The Contractor shall follow the process described in the Participating Addendum for each Participating Entity when adding or removing an Authorized Dealer.

Section 3. Participating Addendum

Each Participating Entity has the option to select one or more product categories or services from the resulting Master Agreement(s) during the execution of the Participating Addendum. Office furniture accessories may be included in the offering by the Contractor, but Participating Entities may elect to procure these items from other sources to meet their individual needs or preferences.

Each Participating Entity has the option to negotiate an expanded product line within the product category offering and within the scope of this Master Agreement during the Participating Addendum process. Any additional incremental discounts available to a Participating Entity, if offered, may be provided at the discretion and at the sole legal obligation of the Contractor or their Authorized Dealer to the Participating Entity and negotiated during the Participating Addendum process.

Design and Installation Services: Hourly rates escalation and reduction process will be negotiated by the Participating Entity and the Contractor and the process and terms shall be documented in the Participating Addendum.

Attachment C – Pricing Information

A. Product Lines and Discount Percentages

Category #1: Office Seating and Accessories

Brand	Product Line(s) Offered	Collection (If applicable)	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Herman Miller	Aeron		50.75%	51.00%	51.75%
Herman Miller	Aside		52.50%	52.75%	54.50%
Herman Miller	Caper		52.75%	53.00%	54.00%
Herman Miller	Cosm		50.50%	50.75%	52.50%
Herman Miller	Eames Chairs	Eames Aluminum Group	46.00%	46.00%	46.00%
Herman Miller	Embody		48.50%	48.75%	50.50%
Herman Miller	Keyn		48.75%	49.00%	49.50%
Herman Miller	Lino		50.75%	51.00%	51.75%
Herman Miller	Mirra 2		50.50%	50.75%	52.50%
Herman Miller	Sayl		50.75%	51.00%	51.75%
Herman Miller	Setu		50.75%	51.00%	51.75%
Herman Miller	Verus		50.75%	51.00%	51.75%
Herman Miller	Nelson Swag Leg Armchair		34.00%	34.25%	35.75%
Herman Miller	Eames Molded Plastic & Wire Chairs	Eames Molded Group	38.00%	38.00%	38.00%
Herman Miller	Comma		44.00%	45.00%	46.00%
Herman Miller	Betwixt		34.00%	34.25%	35.75%
Herman Miller	Nemschoff Brava Side Chair		46.00%	46.00%	46.00%
Herman Miller	Valor		44.00%	45.00%	45.50%
Herman Miller	Portrait		44.00%	45.00%	46.00%
Geiger	Seating (Guest, Stacking & Stool, Task)		50.50%	50.75%	51.50%
Herman Miller	Public Office Landscape		53.50%	53.75%	55.50%
Knoll	Multigen Stacker with Arms		59.00%	59.25%	59.50%
Knoll	Multigen Stacker, Armless		59.00%	59.25%	59.50%

Knoll	Saarinen Exec, Plastic Back Guest Chair	KnollStudio	52.00%	52.50%	53.00%
Knoll	Krusin Side Chair No Arms	KnollStudio	52.00%	52.50%	53.00%
Knoll	Remix Side Chair		59.00%	59.25%	59.50%
Knoll	Ricchio Joe Side Chair with Arms	KnollStudio	52.00%	52.50%	53.00%
Knoll	Cover Side Chair with Arms	Muuto	22.50%	22.75%	23.00%
Knoll	Oslo Side Chair	Muuto	22.50%	22.75%	23.00%
Knoll	Moment Side Chair/Guest Chair		59.00%	59.25%	59.50%
Knoll	Visu Side Chair	Muuto	22.50%	22.75%	23.00%
Knoll	Spark Side Chair	KnollStudio	52.00%	52.50%	53.00%
Knoll	Bertoia Molded Sled Base Side Chair	KnollStudio	52.00%	52.50%	53.00%
Knoll	Fiber Tube Base Side Chair	Muuto	22.50%	22.75%	23.00%
Knoll	Loft Side Chair	Muuto	22.50%	22.75%	23.00%
Knoll	Gigi Arm Side Chair	KnollStudio	52.00%	52.50%	53.00%
Knoll	Nerd Side Chair	Muuto	22.50%	22.75%	23.00%
Knoll	Generation Task Chair		59.00%	59.25%	59.50%
Knoll	ReGeneration Task Chair		59.00%	59.25%	59.50%
Knoll	Life Task Chair		59.00%	59.25%	59.50%
Knoll	Remix Task Chair		59.00%	59.25%	59.50%
Knoll	K. Task Chair		59.00%	59.50%	60.00%
Knoll	Ollo Light Task Chair		59.00%	59.25%	59.50%
Knoll	Multigeneration Light Task Chair		59.00%	59.25%	59.50%
Knoll	Saarinen Exec Light Task chair	KnollStudio	52.00%	52.50%	53.00%
Knoll	Knoll Gigi Light Task Chair	KnollStudio	52.00%	52.50%	53.00%
Knoll	Ollo High Task Chair		59.00%	59.25%	59.50%

Knoll	ReGeneration High Task Chair		59.00%	59.25%	59.50%
Knoll	Multigeneration High Task Chair		59.00%	59.25%	59.50%
naughtone	naughtone Seating	naughtone	46.00%	46.00%	46.00%
HAY	HAY Seating	HAY	43.00%	43.75%	45.00%

Category #2: Lounge and Public Seating and Accessories

Brand	Product Line(s) Offered	Collection (If applicable)	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Herman Miller	Limerick		52.50%	52.75%	54.50%
Herman Miller	Nemschoff Monarch Multiple Seating		46.00%	46.00%	46.00%
Herman Miller	Plex Seating		46.00%	46.25%	46.50%
Herman Miller	Swoop Lounge		46.00%	46.00%	46.00%
Herman Miller	Chadwick		46.00%	46.00%	46.00%
Herman Miller	Striad	Striad Group	46.00%	46.00%	46.00%
Herman Miller	Eames Lounge & Classical Seating		46.00%	46.00%	46.00%
Herman Miller	Girard Color Wheel Ottoman		46.00%	46.00%	46.00%
Herman Miller	ColourForm Sofa Group		46.00%	46.00%	46.00%
Herman Miller	Lispenard Sofa Group		46.00%	46.00%	46.00%
Herman Miller	Nelson Coconut Lounge		46.00%	46.00%	46.00%
Herman Miller	Nelson Marshmellow Sofa		46.00%	46.00%	46.00%
Herman Miller	Eames Tandem Sling Seating		46.00%	46.00%	46.00%
Herman Miller	Wireframe Sofa Group		46.00%	46.00%	46.00%
Herman Miller	Bolster Sofa Group		46.00%	46.00%	46.00%
Herman Miller	Bevel Sofa Group		46.00%	46.00%	46.00%
Herman Miller	Module Lounge Seating		46.00%	46.00%	46.00%
Herman Miller	Wilkes Modular Sofa Group		46.00%	46.00%	46.00%
Herman Miller	Nemschoff Brava Classic Sofas	Nemschoff	46.00%	46.00%	46.00%

Geiger	Geiger Lounge		50.50%	50.75%	51.50%
HAY	Hay Lounge		43.00%	43.75%	45.00%
Naughtone	naughtone Lounge		46.00%	46.00%	46.00%
Herman Miller	Textiles		68.00%	68.75%	70.75%
Herman Miller	Whisk	Nemschoff	46.00%	46.00%	46.00%
Knoll	Rockwell Club	Rockwell	57.25%	57.50%	58.00%
Knoll	Oslo	Muuto	22.50%	22.75%	23.00%
Knoll	Doze	Muuto	22.50%	22.75%	23.00%
Knoll	D'Urso Swivel	KnollStudio	52.00%	52.50%	53.00%
Knoll	Outline	Muuto	22.50%	22.75%	23.00%
Knoll	Pilot	KnollStudio	52.00%	52.50%	53.00%
Knoll	Pfister	KnollStudio	52.00%	52.50%	53.00%
Knoll	Jehs & Laub	KnollStudio	52.00%	52.50%	53.00%
Knoll	Spark Light Lounge	KnollStudio	52.00%	52.50%	53.00%
Knoll	Fiber Light Lounge	Muuto	22.50%	22.75%	23.00%
Knoll	Visu Light Lounge	Muuto	22.50%	22.75%	23.00%
Knoll	Cover Light Lounge	Muuto	22.50%	22.75%	23.00%
Knoll	Risom Light Lounge	KnollStudio	52.00%	52.50%	53.00%
Knoll	Krusin Light Lounge	KnollStudio	52.00%	52.50%	53.00%
Knoll	Bertoia Diamond Light Lounge	KnollStudio	52.00%	52.50%	53.00%
Knoll	KN Low & High Back Light Lounge	KnollStudio	52.00%	52.50%	53.00%
Knoll	K. Modular Lounge	K. Lounge	56.50%	56.75%	57.00%
Knoll	Rockwell Modular Lounge	Rockwell	57.25%	57.50%	58.00%
Knoll	Connect Modular Lounge	Muuto	22.50%	22.75%	23.00%
Knoll	In Situ Modular Lounge	Muuto	22.50%	22.75%	23.00%
Knoll	Womb	KnollStudio	52.00%	52.50%	53.00%
Herman Miller	Axa		34.00%	34.25%	35.75%
Herman Miller	Nemschoff Recliners (Culla, Consoul, Nala, Serenity, Sahara, Pristo)	Nemschoff	46.00%	46.00%	46.00%
Herman Miller	Dex 2 Folding Chair	Nemschoff	46.00%	46.00%	46.00%

Herman Miller	Public Office Landscape		53.50%	53.75%	55.50%
Herman Miller	Lab Stools	Nemschoff	46.00%	46.00%	46.00%
Herman Miller	2000 Series	Nemschoff	46.00%	46.00%	46.00%
Herman Miller	Meridian Plus Chair	Nemschoff	46.00%	46.00%	46.00%
Herman Miller	Junior 200	Nemschoff	46.00%	46.00%	46.00%
Herman Miller	Nemschoff Lounge (Iris, Florabella, Behavior Health, Beaumont, Aspen, Anderson, Merge 2, Leonard, Lauderdale, Steps, Sophora, Sleepover, Riva, Revive, Reliant, Marco, Cities)	Nemschoff	46.00%	46.00%	46.00%
Herman Miller	Rocking Chairs & Gliders (Avery, Ava, Capella)	Nemschoff	46.00%	46.00%	46.00%
Herman Miller	Altair Side Chair	Nemschoff	46.00%	46.00%	46.00%
Herman Miller	Physician Stool	Nemschoff	46.00%	46.00%	46.00%
Herman Miller	Pronta Stacking Chair		50.50%	50.75%	52.50%

Category #3: Desks and Tables and Accessories

Brand	Product Line(s) Offered	Collection (If applicable)	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Herman Miller	Nevi Sit-to-Stand Tables		66.75%	67.00%	68.00%
Herman Miller	Motia Sit-to-Stand Tables		66.50%	66.75%	68.50%
Herman Miller	Canvas Office Landscape Dock-Based	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Wood Storage	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Metal storage	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Channel	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Wall-Based	Canvas Office Landscape	68.00%	68.75%	70.75%

Herman Miller	Canvas Office Landscape Private Office	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape 10-Day or Less	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Geiger Casegoods		50.50%	50.75%	51.50%
Herman Miller	Layout Studio		50.50%	50.75%	52.50%
Herman Miller	Thrive Portfolio		53.50%	53.75%	55.50%
Herman Miller	Public Office Landscape		53.50%	53.75%	55.50%
Herman Miller	Renew Link		66.50%	66.75%	68.50%
Herman Miller	Renew Sit-to-Stand Tables		66.50%	66.75%	68.50%
Herman Miller	Tu Metal Storage-Peds, Laterals, Towers, Bookcases		64.50%	64.75%	66.50%
Herman Miller	Tu Wood Storage-Cases, Credenzas,Cubbies, Peds, Towers		64.50%	64.75%	66.50%
Herman Miller	Tu Metal Storage 10-day or Less		64.50%	64.75%	66.50%
Herman Miller	Nevi Link		66.75%	67.00%	68.00%
Herman Miller	OE1 MicroPack	OE1 Collection	66.00%	66.50%	67.00%
Herman Miller	OE1 Tables and Benching	OE1 Collection	66.00%	66.50%	67.00%
Herman Miller	OE1 Nook	OE1 Collection	66.00%	66.50%	67.00%
Herman Miller	Headway Tables		66.50%	66.75%	68.50%
Herman Miller	Everywhere Tables		66.50%	66.75%	68.50%
Herman Miller	Canvas Office Landscape Group	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Metal Desk	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Cavas Vista	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Eames Tables (Stone)		46.00%	46.00%	46.00%
Herman Miller	Eames Tables		64.75%	65.25%	66.00%
Herman Miller	Exclave		52.50%	52.75%	54.50%
Geiger	Geiger Conference & Occasional Tables (MP)		50.50%	50.75%	51.50%
Herman Miller	Intent		52.50%	52.75%	54.50%
Herman Miller	Prospect		50.50%	50.75%	52.50%

Herman Miller	OEI Boundary	OE1 Collection	65.00%	65.50%	66.00%
Herman Miller	CoStruc		50.50%	50.75%	51.50%
Knoll	Airy Occas. Table	Muuto	22.50%	22.75%	23.00%
Knoll	Relate Occas. Table	Muuto	22.50%	22.75%	23.00%
Knoll	Toboggan		59.00%	59.25%	59.50%
Knoll	Rockwell Wire base	Rockwell	57.25%	57.50%	58.00%
Knoll	X Base	Dividends	68.00%	68.25%	68.50%
Knoll	Around	Muuto	22.50%	22.75%	23.00%
Knoll	Workshop	Muuto	22.50%	22.75%	23.00%
Knoll	Florence Side Table	KnollStudio	52.00%	52.50%	53.00%
Knoll	Still Café Table	Muuto	22.50%	22.75%	23.00%
Knoll	Simple Café Table	Antenna	68.00%	68.25%	68.50%
Knoll	X base Café Table	Dividends	68.00%	68.25%	68.50%
Knoll	Islands X base	Islands	57.00%	57.25%	57.50%
Knoll	Base Café Table	Antenna	68.00%	68.25%	68.50%
Knoll	Pixel Café Table	Pixel	56.50%	56.75%	57.00%
Knoll	Base Round Café Table	Muuto	22.50%	22.75%	23.00%
Knoll	Saarinén Dining Table	KnollStudio	52.00%	52.50%	53.00%
Knoll	Simple Meeting Table	Antenna	68.00%	68.25%	68.50%
Knoll	Workspaces Meeting Table	Antenna	68.00%	68.25%	68.50%
Knoll	Pixel Meeting Table	Pixel	56.50%	56.75%	57.00%
Knoll	Y Leg Meeting Table	Dividends	68.00%	68.25%	68.50%
Knoll	Islands Meeting Table	Islands	57.00%	57.25%	57.50%
Knoll	4 Leg Sq. Meeting Table	Reff	68.00%	68.25%	68.50%
Knoll	Rockwell Sawhorse Meeting Table	Rockwell	57.25%	57.50%	58.00%
Knoll	Base Meeting Table	Muuto	22.50%	22.75%	23.00%
Knoll	REFF Desking	Reff	68.00%	68.25%	68.50%
Knoll	HORIZON Desking	Dividends	68.00%	68.25%	68.50%
Knoll	UPSTART Desking	Antenna	68.00%	68.25%	68.50%
Knoll	TONE	Tone	68.00%	68.25%	68.50%
Herman Miller	EZ-123 Overbed Table	Nemschoff	46%	46%	46%
Herman Miller	Junior 200	Nemschoff	46%	46%	46%
Herman Miller	Hudson Tables	Nemschoff	46%	46%	46%

Herman Miller	Hemlock Tables	Nemschoff	46%	46%	46%
Herman Miller	Evita Tables	Nemschoff	46%	46%	46%
Herman Miller	Erica Collection	Nemschoff	46%	46%	46%
Herman Miller	Cube & Cylinder Tables	Nemschoff	46%	46%	46%
Herman Miller	Tamarack	Nemschoff	46%	46%	46%
Herman Miller	Mirage Table	Nemschoff	46%	46%	46%
Herman Miller	Palisade Tables	Nemschoff	46%	46%	46%
naughtone	naughtone Tables	naughtone	46%	46%	46%
HAY	HAY Tables (excluding wood and metal occasional tables)	Hay	43%	43.75%	45%
Herman Miller	Living Office Live Platform Hardware	Living Office	47%	47%	47%
Herman Miller	Thrive CBS	Thrive Portfolio	53.50%	53.75%	55.50%
Herman Miller	Thrive Global	Thrive Portfolio	53.50%	53.75%	55.50%
Herman Miller	Accessories		68%	68.75%	70.75%
Herman Miller	Nelson Tables		34%	34.25%	35.75%

Category #4: Panel Systems and Accessories

Brand	Product Line(s) Offered	Collection (If applicable)	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Herman Miller	Action Office System		68.00%	68.75%	70.75%
Herman Miller	Action Office 10 Day		68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Dock-Based	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Channel	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Wall-Based	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Private Office	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape 10-Day or Less	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Ethospace		68.00%	68.75%	70.75%

Herman Miller	Canvas Office Landscape Wood Storage	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Metal storage	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape 10-Day or Less	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Ethospace 10-Day or Less		68.00%	68.75%	70.75%
Herman Miller	Commend		66.50%	66.75%	68.50%
Herman Miller	Lighting		68.00%	68.75%	70.75%
Herman Miller	Overlay		52.50%	52.75%	54.50%
Knoll	Reff	Reff Profiles	68.00%	68.25%	68.50%
Knoll	Currents	Currents	68.00%	68.25%	68.50%
Knoll	Upstart	Antenna	68.00%	68.25%	68.50%
Knoll	Extra	KnollExtra	59.00%	59.25%	59.50%
Knoll	Autostrada	Autostrada	68.00%	68.25%	68.50%
Knoll	Antenna	Antenna	68.00%	68.25%	68.50%
Knoll	Standard Specials	Systems	68.00%	68.25%	68.50%
Knoll	K. Stand	K. Stand	68.00%	68.25%	68.50%
Knoll	Horizon	Dividends	68.00%	68.25%	68.50%
Knoll	Tone	Tone	68.00%	68.25%	68.50%
Herman Miller	Action Lab		50.50%	50.75%	51.50%
Herman Miller	Prospect		50.50%	50.75%	52.50%
Herman Miller	Co Struc		50.50%	50.75%	52.50%

Category #5: Storage and Accessories

Brand	Product Line(s) Offered	Collection (If applicable)	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Herman Miller	Canvas Office Landscape Group Based	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Canvas Office Landscape Wood Storage	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Compass		53.50%	53.75%	54.50%
Geiger	Geiger Storage and Casegoods	Geiger	50.50%	50.75%	51.50%

Herman Miller	Tu Wood Storage (Cases, Credenzas, Cubbies, Peds, Towers)	Tu Storage	64.50%	64.75%	66.50%
Herman Miller	Co/Struc		50.50%	50.75%	51.50%
Herman Miller	OE1 Storage	OE1 Collection	65.00%	65.50%	66.00%
Herman Miller	Canvas Office Landscape Metal Storage	Canvas Office Landscape	68.00%	68.75%	70.75%
Herman Miller	Mora System		50.50%	50.75%	51.50%
Herman Miller	Meridian Peds & Lats	Meridian Storage	53.50%	53.75%	55.50%
Herman Miller	Meridian Storage, Towers & Bookcases	Meridian Storage	51.50%	51.75%	53.50%
Herman Miller	Tu Metal Storage (Peds, Lateral Files, Towers)	Tu Storage	64.50%	64.75%	66.50%
Knoll	Autostrada	Autostrada	68.00%	68.25%	68.50%
Knoll	Antenna	Antenna	68.00%	68.25%	68.50%
Knoll	Currents	Currents	68.00%	68.25%	68.50%
Knoll	Horizon	Dividends	68.00%	68.25%	68.50%
Knoll	Calibre	Calibre	59.00%	59.25%	59.50%
Knoll	Reff	Reff Profiles	68.00%	68.25%	68.50%
Knoll	Series 2	Series 2	68.00%	68.25%	68.50%
Knoll	Template	Template	68.00%	68.25%	68.50%
Knoll	Quoin	Quoin	68.00%	68.25%	68.50%
Knoll	Anchor	Anchor	68.00%	68.25%	68.50%
Herman Miller	Procedure and Supply Carts		10.00%	10.00%	10.00%
Herman Miller	Healthcare Bedside Casegoods (Terra, Montello)	Nemschoff	50.50%	50.75%	51.50%
naughtone	naughtone Storage	naughtone	46.00%	46.00%	46.00%
HAY	HAY Storage	HAY	43.00%	43.75%	45.00%
Herman Miller	C-Style Overheads		68.00%	68.75%	70.75%

B. Additional Discounting: Additional discounting is negotiable on orders that exceed \$150,000.00.

C. Price Lists:

To access the price lists, please use the following links:

MillerKnoll

NASPO ValuePoint Price List - August 2022 Office Furniture and Related Services Solicitation #CT22-79

Brand	Product Line	Price Book Link
Geiger	All product lines	https://www.geigerfurniture.com/resources/product-information/price-books/
Hay	All product lines	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/hay/PB_HAY.pdf
Herman Miller	Action Office System	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_AOS.pdf
Herman Miller	Aeron	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_AEN.pdf
Herman Miller	Ambit	https://www.hermanmiller.com/content/dam/proposal_center/naspo/ambit.pdf
Herman Miller	Aside Chair	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_ASI.pdf
Herman Miller	Axa	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_AFC.pdf
Herman Miller	Canvas Channel	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CCB.pdf
Herman Miller	Canvas Dock	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CDB.pdf
Herman Miller	Canvas Group	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CGB.pdf
Herman Miller	Canvas Filing Metal	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CFS.pdf
Herman Miller	Canvas Wall and Private Office	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CWB.pdf
Herman Miller	Canvas Vista	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CVV.pdf
Herman Miller	Canvas Storage	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CFS.pdf
Herman Miller	Caper Chair	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CAP.pdf
Herman Miller	Collection	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_HCL.pdf
Herman Miller	Commend	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CNS.pdf
Herman Miller	Compass	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CMP.pdf
Herman Miller	Cosm	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CSM.pdf
Herman Miller	CoStruc	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_COS.pdf
Herman Miller	Eames Conference/Dining Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_ETA.pdf
Herman Miller	Eames Tandem Sling Seating	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_ETS.pdf
Herman Miller	Embody	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_EMB.pdf
Herman Miller	Ethospace	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_ETH.pdf
Herman Miller	Everywhere Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_EWT.pdf
Herman Miller	Exclave	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_EPG.pdf
Herman Miller	Headway Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_HWT.pdf
Herman Miller	Height Adjustable Benching	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_HAB.pdf
Herman Miller	Intent Solution	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_IES.pdf
Herman Miller	Keyn	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_KYN.pdf
Herman Miller	Lab Stool	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_LAB.pdf
Herman Miller	Layout Studio	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_LSN.pdf
Herman Miller	Limerick	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_LIM.pdf
Herman Miller	Lino	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_LCS.pdf
Herman Miller	Live Platform	https://www.hermanmiller.com/products/smart-office/live-platform/
Herman Miller	Meridian Pedestals	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MPE.pdf
Herman Miller	Meridian Lateral Files	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MLF.pdf
Herman Miller	Meridian Storage Towers	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MST.pdf
Herman Miller	Meridian Storage Cases, Powered	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MSC.pdf
Herman Miller	Mirra 2	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MIT.pdf
Herman Miller	Mora	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MRA.pdf
Herman Miller	Motia	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MOT.pdf
Herman Miller	Nevi Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_NEV.pdf
Herman Miller	OE1	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_OE1.pdf
Herman Miller	Overlay	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_OVR.pdf
Herman Miller	Plex	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_PLX.pdf
Herman Miller	Procedure/Supply Carts	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CAR.pdf
Herman Miller	Pronta	https://www.hermanmiller.com/products/seating/stacking-chairs/pronta-stacking-chair/pro-resources/
Herman Miller	Prospect	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_PPR.pdf
Herman Miller	Public Office Landscape	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_PUB.pdf
Herman Miller	Renew Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_REN.pdf
Herman Miller	Sayl	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_SYL.pdf
Herman Miller	Setu	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_SET.pdf
Herman Miller	Swoop	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_SWP.pdf
Herman Miller	Thrive	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MIT.pdf

Herman Miller	Tu Metal Storage	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_TMS.pdf
Herman Miller	Tu Wood Storage	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_TWS.pdf
Herman Miller	Valor	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_VAL.pdf
Herman Miller	Verus	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_VER.pdf
Herman Miller	Whisk	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_WSK.pdf
Knoll	All product lines	Knoll Price Book Library
naughtone	All product lines	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/naughtone/PB_NAU.pdf
Nemschoff	All product lines *See product pages for pricing	https://www.hermanmiller.com/products/healthcare/all-healthcare/

EXHIBIT A

MillerKnoll Dealers for Herman Miller NASPO Contract #: 21422

Subcontractor Service Rates

Subcontractor	Design Hourly Rate	Project Management Hourly Rate	Installation Hourly Rate	Overtime Hourly Rate
Business Interiors NW dba Catalyst Workplace Activation (Seattle Area-Western WA)	\$70	\$70	\$55	\$85
MBI Systems (Seattle Area-Western WA)	\$75	\$75	\$54	\$85
HMI dba PacificWRO (SW Washington)	\$75	\$75	\$60	\$90
Contract Design Associates (Spokane-Eastern WA)	\$55	\$60	\$65	\$97.50
Chandler Business Interiors, Inc. (Wenatchee-Eastern WA)	\$65	\$65	\$65	\$97.50

Subcontractors/ Points of Contact**HMI – Oregon dealership, Inc. dba/PacificWRO**

We believe in uplifting people and spaces. As your local guide to design, planning, and furnishings, PacificWRO delivers the best workspaces imaginable by listening to, envisioning, and collaborating with you. With our accomplished team, knowledgeable insights, and smart options, you'll get a truly uplifting experience.

Services Overview:

- Space Planning and Design – Our finish line is not simply furnishing your office, it's helping you plan every last detail so you end up with a space you love.
- Furniture Procurement – Our proven procurement process reduces your costs, improves your order accuracy, and shortens your order cycles.
- Delivery and Installation – We understand how critical proper delivery and installation are to your schedules, people, budget, and work activities.
- Service and Warranty – To keep your furniture looking its best and in top working order, PacificWRO provides on-going maintenance services.

PacificWRO

825 NE Multnomah St #270, Portland, OR 97232

Mary Van Buren

Mary_vanburen@pacificwro.com

503-731-3564

(Southwest Washington including – Clark, Cowlitz, Klickitat, Skamania County)

Statewide Vendor Number (SWV) is **SWV0287121-00**

Business Interiors NW dba/Catalyst Workplace Activation

For 35+ years, we've represented leading furniture manufacturer Herman Miller and are excited to report that for 2019 and 2020, we have earned the highest tier of Dealer Excellence at Herman Miller. Out of 135 furniture dealers nationwide, we're one of only 11 dealers in the country at the Platinum Level! These awards are purely a testament to our continuous improvement culture and our desire to do and be the best for our clients.

Catalyst Workplace Activation

10848 E Marginal Way S, Tukwila, WA 98168

Dave Masin

dmasin@catalystactivation.com

206-779-5565

(Western Washington including – Clallam, Jefferson, Mason, Grays Harbor, Pacific, Wahkiakum, Lewis, Thurston, Pierce, Kitsap, King, Snohomish, Skagit, Whatcom, Chelan, Kittitas, Yakima, Benton, San Juan Island County)

MBI Systems

MBI Systems is a full service MillerKnoll office furniture dealership located in Downtown Seattle. We have been providing creative interior solutions, design/space planning, delivery, installation, and facility management services for over 41 years.

MBI Systems

600 Stewart St #1350, Seattle, WA 98101

Jay Harmeyer

JayH@mbiseattle.com

206-605-1175

(Western Washington including - Clallam, Jefferson, Mason, Grays Harbor, Pacific, Wahkiakum, Lewis, Thurston, Pierce, Kitsap, King, Snohomish, Skagit, Whatcom, Chelan, Kittitas, Yakima, Benton, San Juan, Island County)

Contract Design Associates

Contract Design Associates, CDA, is an established full-service commercial furniture dealership serving eastern Washington, northern Idaho, and Montana.

CDA provides solutions from Herman Miller and Knoll, including a significant collection of industry leading product lines. CDA develops modern environments for customers to work, learn, heal, and live. The industry experts at CDA assist the customer in selecting solutions to maximize functional requirements, aesthetics, budgets, design vision and timelines.

Regardless the scope of work, CDA can support the customer in professional planning, design, installation, and project management. These efforts result in the best possible combination of long-term quality, value, and productivity.

Contract Design Associates

402 E Sprague Ave, Spokane, WA 99202

Gwen Guenzel

gwen@cdainteriors.com

509-991-5249

(Eastern Washington including - Okanogan, Douglas, Grant, Benton, Adams, Franklin, Lincoln, Ferry, Stevens, Pend Oreille, Spokane, Whitman, Walla Walla, Columbia, Garfield, Asotin County)

Chandler Business Interiors

Your full-service source for office furniture, seating and systems. From sales and project management to installation, we do it all. Proud to be serving the Central Washington area for over 22 years.

Chandler Business Interiors

144 Eastmont Ave, East Wenatchee, WA 98802

Scott Chandler

Scott.chandler@cbifurniture.com

509-860-4209

(Eastern Washington including - Okanogan, Chelan, Douglas, Kittitas, Grant, Yakima, Benton County)

Staff Report: 171-24

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Contract - Professional Services Agreement with GBD Architecture for Architectural and Engineering Design Services for 521 Chkalov Drive Property Renovation

Key Points

- The City signed a lease with an option to purchase the 521 Chkalov Drive building and adjacent parking lot in 2019 and purchased the building in October of 2022.
- In 2024, RFQ #14-24 was issued by the City for architecture and engineering design services with responses received from 5 firms.
- After proposal evaluation and team interviews, GBD Architecture was selected to provide architecture and engineering services for the 521 Chkalov Dr. building Renovation.

Strategic Plan Alignment

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

Present Situation

The City purchased the 521 Chkalov Dr. building in 2022, after leasing it for several years to accommodate current and future City staff. As of the current year, half of the building is owned by the General Fund and half of the building is owned by the Building Fund. Before the Permit Center, the Customer Service and other services could be relocated from the City Hall to the new facility, the building needs to be renovated to create office space for various City Departments without major renovations to the structure and interior environment.

On February 23, 2024, the city issued a Request for Qualifications (RFQ #14-24) for the 521 Chkalov Drive Property Renovation. Along with standard advertising, firms from the MRSC list, which includes veteran, minority, and women-owned firms, were notified of the solicitation. The City received responses from five firms. Responses were evaluated for responsiveness, team qualifications, and project approach.

GBD Architecture of Portland, Oregon, was chosen to provide architecture and engineering services for the project after the evaluation process. GBD has completed multiple public projects in the State of Washington including Vancouver City Hall relocation, construction of the Evergreen Public Schools Administrative Services Center, and Evergreen Public Schools Transportation Center.

Advantage(s)

- Provides a more geographically center location for City Services both internally and externally.
- Provides flexible office space for various City departments.
- Adds qualified team member with strong relevant experience.

- Provides maximum flexibility to the City to deliver this capital project given its size and duration.

Challenge(s)

Project delivery timeline could be affected by the scope of work and any supply chain delays.

Budget Impact

This project has been in the works for approximately 5 years. During this time period, sufficient funds have been set aside for the design and remodeling of the facility. The funds have been fully appropriated in 2023-24 and will be requested to be carried forward into the next biennium. The estimated budget of the renovation project, including design is \$15 million. The cost of the project will be supported by the Building Fund and General Fund in equal proportions.

Prior Council Review

- November 2019 - Lease agreement with option to purchase for 521 Chkalov Building.
- October 2022 - Purchase agreement for 521 Chkalov Building and adjacent parking lot.
- October 2023 - General Services Capital Facility Projects Update.

Action Requested

Authorize the City Manager, or designee, to enter into a professional services agreement and any amendments with GBD Architecture of Portland, OR, for the provision of architectural and engineering design services in an amount not to exceed \$1,583,497.

Staff Contact

Ryan Knox, Senior Civil Engineer, Jean Singer, Capital Projects Manager,
ryan.knox@cityofvancouver.us, jean.singer@cityofvancouver.us

Attachments:

1. Services Contract C-101739 draft



CITY OF VANCOUVER

521 CHKALOV DRIVE PROPERTY REMODEL SERVICES AGREEMENT No. C-101739

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 GBD Architects Inc., (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 14-24 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor to be capable of performing the required services; and

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

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

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

Contractor to provide professional architectural and engineering services for planning, design and construction management of the 521 Chkalov Building remodel and parking lot improvements.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,583,497.00 USD.

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

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

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

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

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment “A”, 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 September 1, 2024 and continue until June 30, 2026. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

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

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

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

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

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

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

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

remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.
- 16. INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000
V. 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:
Michelle Schulz
GBD Architects Inc.
1120 NW Couch St, Suite 300
Portland, OR 97209
Email: michelles@gbdarchitects.com

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

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

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

- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

GBD Architects Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

REVISED August 7, 2024

Ryan Knox, PE
City of Vancouver
415 West 6th Street
Vancouver WA 98660

RE: City of Vancouver – Chkalov Building Relocation

Dear Ryan:

We are very excited to have the opportunity to work with you and the City of Vancouver (CoV) team on the Chkalov Building relocation project. In response to our earlier discussions, we have prepared the following initial fee proposal to provide professional services for the full scope of work outlined in the RFQ14-24 documentation. It was wonderful to meet with you and talk with the City of Vancouver team about your collective vision for the Chkalov building office relocation.

It is our understanding that our team will provide professional architectural and engineering services for the relocation of various City of Vancouver department groups into the 521 Chkalov Drive Building. Our team will work with you to lightly remodel the existing 2- story 46,000 SF building, provide minor parking lot improvements, and complete secure and access upgrades to the adjacent future fleet vehicle parking area.

Scoping documents/details have been provided to our team, including:

- RFQ 14-24: 521 Chkalov Drive Property Remodel
 - Scope of Work section attached for reference.
- Vancouver Chkalov – Scope Decision Memo 1
- VPD HQ Chkalov Facilities Condition Assessment
- May 29th, 2024 - Scope review meeting and associated notes issued by GBD.
- Prior Vancouver Police (VPD) 70% Documents and Drawing files.

In addition to the scope of work outlined in these documents, during our interview, we spoke with your team about our early design process, as such this proposal includes professional design services for the initial Program Visioning effort that we discussed with you. The primary goals of our initial program visioning effort will be:

1. Assess the existing conditions, functional requirements, and space utilization of the current City of Vancouver office space.
2. Identify what's working, what needs improvement/expansion, and potential opportunities for optimization.
3. Gather staff input on the programming needs/desires.
4. Identify visioning goals/priorities for the new City of Vancouver office space.

5. Formalize the program for space planning studies to begin on the relocation into the Chkalov Drive building.

Based on our discussion, we understand you have a designated “Owners Team” (OT) in place that GBD will work with directly for review, input and direction in this process.

Our assumption is that following the completion of the initial Program Visioning phase of work included in this proposal, we will have a more defined program for your new office space that will allow us to start on the building space planning studies and complete the rest of the design through construction services.

We anticipate providing the following Scope of Service for this initial Program Visioning. Through site observation and surveys, GBD will assess quantitative data, operational needs, and cultural nuances.

- Kick off meeting with the City of Vancouver (CoV) OT team.
 - Review process and schedule for initial programming efforts.
 - Assumes meeting, notes, and schedule development.
- “Day in the Life” existing office assessment:
 - On-site review of current space usage and needs.
 - Assumes half day for GBD visit/assessment, as well as analysis of findings for verification review.
- Program Development:
 - Existing employee/space counts.
 - Growth projection assessment/verification.
 - Verify office and workstation standards.
 - Support space needs evaluation and confirmation.
 - The program document shall include guidelines and recommendations for the following:
 - Categorized functions/space standards for all staff levels
 - Density (sf/person)
 - Collocation / migration strategies & challenges
 - Amenities
 - Adjacencies and spatial relationships
 - Preferred workstation configurations. This can include recommendations regarding the long-term viability and adaptability of the existing workstations.
- Visioning goals/priorities:
 - Collaboration meeting/discussion with OT team to set project goals and priorities to help direct future design options.

Working in concert with this Programming phase, we will begin our Site Review efforts. So once this initial program is complete, we will be ready to start our Schematic Design space planning work. Department engagement will continue throughout our design process with inclusion of your teams selected department leaders.

SCHEDULE

We have updated the project schedule that we included in our proposal response and subsequent interview to align with a projected project start around mid-July. We have attached a copy of that updated project schedule with this proposal.

We assume that we will work with you and your team to review this proposed schedule to verify that it aligns with your expectations and will make any necessary adjustments in concert with you.

FEE

GBD Architects Incorporated proposes to provide the Scope of Service described above per the attached fee matrix spreadsheet. **The fee will be billed on a time and materials (T&M) basis, and the fees noted in the matrix are not to exceed (NTE) fees.**

Reimbursable compensation has been included in the fee matrix. Those expenses that are incurred by the Architect and the Architect's consultants will be expensed **at cost with no additional mark-up.**

Consultant partners were provided in our RFQ response package and have been noted in the fee matrix. If additional consultants or scopes need to be added, we will work with you to incorporate those additional consultants and determine the added scope/fee that needs to be incorporated into this agreement.

CONDITIONS OF SERVICE

GBD Architects Incorporated shall provide the Scope of Service described above under the terms of an executed City of Vancouver Service Agreement like the sample included in the RFQ document.

If the terms of this proposal are acceptable, please sign the attached copy of the Proposal Letter and return it to our office. And please follow with a draft of the City of Vancouver Service Agreement for this project.

We look forward to working with you on this project and if you have any questions or comments please do not hesitate to call.

Sincerely,



Michelle Schulz, AIA
Principal, LEED AP

GBD Architects Incorporated

Approval Signature:

Ryan Knox, City of Vancouver

Date

Attachments:

- *24_0721 Vancouver Chkalov - GBD Fee Workup UPDATED with Consultant Fees*
- *24_0721 Vancouver Chkalov - GBD Fee Breakdown (rates-hours)*
- *24_0719 CoV Chkalov Drive - Project Schedule UPDATED v5*
- *Scope of Work Pages from RFQ 14-24 521 Chkalov Drive Property Remodel final*
- *Consultant Proposal References - Vancouver Chkalov Building*
 - *1 – KPFF Structural Proposal*
 - *2 – Interface MEP Proposal UPDATED*
 - *3 – Robertson Fick Civil Proposal*
 - *4 – Code Bird Proposoal*
 - *5 – DCW Cost Estimating Proposal*
 - *6 – Knot Studio Signage/Wayfinding Proposal*
 - *7 – Lango Hansen Landscape Proposal*
 - *8 – Biella Lighting Proposal*
 - *9 - Lerch Bates - Chkalov Drive Due Diligence Proposal*

GBD ARCHITECTS

FEE ANALYSIS
PROJECT: Vancouver Chkalov Bldg - City of Vancouver Relocation
DATE: REV July 21, 2024

A&E DESIGN SERVICES			A&E DESIGN SERVICES FEE BY PHASE							
DISCIPLINE	TOTAL FEE	Consultant	Phase I	Schematic Design (30%)	Design Dev. (60%)	Construction Docs. (90%)	Permitting/ Bidding	Construction Admin (4)	Project Close Out	TOTAL
ARCHITECTURAL DESIGN/DOCUMENTATION (PRIME)	\$582,700	GBD	\$37,650	\$85,400	\$85,400	\$127,500	\$14,000	\$227,750	\$5,000	\$582,700
Const. Record Drawings	\$5,000	GBD Supplemental Scope							\$5,000	\$5,000
Interior Design (finishes, space planning)	\$35,500	GBD Supplemental Scope		\$7,000	\$8,000	\$10,250	\$1,000	\$9,250		\$35,500
Interiors F F& E Procurement (~14% of FFE Budget)	\$53,300	GBD Supplemental Scope						\$53,300		\$53,300
Rendering Modeling	\$10,000	GBD Supplemental Scope		\$5,000	\$5,000					\$10,000
Hardware	\$0	GBD Coordination with Allegion								\$0
Specifications	\$0	Included in Design/Doc.								\$0
SUBTOTAL GBD SERVICES (PRIME)	\$686,500		\$37,650	\$97,400	\$98,400	\$137,750	\$15,000	\$290,300	\$10,000	\$686,500
STRUCTURAL ENGINEERING	\$24,800	KPFF Fee Proposal	\$6,800	\$2,500	\$3,500	\$7,000	\$1,500	\$3,500		\$24,800
MECHANICAL/PLUMBING ENGINEERING	\$147,700	Interface Fee Proposal		\$20,400	\$35,000	\$49,500	\$4,400	\$36,400	\$2,000	\$147,700
ELECTRICAL ENGINEERING	\$111,300	Interface Fee Proposal		\$15,300	\$26,200	\$37,200	\$3,300	\$27,300	\$2,000	\$111,300
COMMUNICATIONS/DATA/SECURITY (Tech/Low Voltage)	\$41,400	Interface Fee Proposal		\$6,100	\$10,100	\$14,100	\$2,000	\$8,100	\$1,000	\$41,400
FIRE PROTECTION SYSTEMS	\$18,300	Interface Fee Proposal		\$4,200	\$4,700	\$3,100	\$1,000	\$4,300	\$1,000	\$18,300
Energy Envelope Analysis/Life Cycle Cost Analysis	\$28,000	OPTIONAL - see Interface proposal			\$28,000					\$28,000
Commissioning	\$38,000	OPTIONAL - see Interface proposal							\$38,000	\$38,000
Lighting Design (Public Street Lighting)	\$15,000	OPTIONAL - see Interface proposal				\$15,000				\$15,000
CIVIL ENGINEERING	\$71,420	Robertson Eng. Fee Proposal		\$16,427	\$16,427	\$21,426	\$7,856	\$7,856	\$1,428	\$71,420
CODE 3rd PARTY CONSULTANT - CODE/LIFE SAFETY	\$27,500	Code Bird Fee Proposal	\$2,500	\$6,500	\$7,500	\$5,500	\$3,000	\$2,500		\$27,500
Accessibility (Federal ADA assessment)	\$10,000	OPTIONAL - provided by Code Bird			\$10,000					\$10,000
Energy Code Review	\$5,000	OPTIONAL - provided by Code Bird				\$5,000				\$5,000
ACOUSTICAL CONSULTANT	\$22,500	ALLOWANCE		\$4,000	\$5,500	\$10,000		\$3,000		\$22,500
COST CONSULTANT	\$28,000	DCW Cost Est. Fee Proposal	\$6,300	\$7,000	\$8,400	\$6,300				\$28,000
INT.BLDG. & EXT. SITE SIGNAGE/WAYFINDING	\$43,200	Knot Fee Proposal		\$10,650	\$14,950	\$11,750		\$5,850		\$43,200
LANDSCAPE	\$57,715	Lango Hansen Proposal	\$6,360	\$13,000	\$10,000	\$16,475	\$1,880	\$10,000		\$57,715
VERTICAL TRANSPORTATION	\$2,200	Lerch Bates Proposal		\$2,200						\$2,200
LIGHTING DESIGN (Interioer)	\$47,075	Biella Fee Proposal		\$5,600	\$12,000	\$19,150	\$3,500	\$6,825		\$47,075
Mark-up on Consultants	\$73,911	10.00%	\$2,196	\$11,388	\$19,228	\$22,150	\$2,844	\$11,563	\$4,543	\$73,911
SUBTOTAL BASIC CONSL.	\$813,021		\$24,156	\$125,265	\$211,505	\$243,651	\$31,280	\$127,194	\$49,971	\$813,021
TOTAL A&E DESIGN SERVICES	\$1,499,521		\$61,806	\$222,665	\$309,905	\$381,401	\$46,280	\$417,494	\$59,971	\$1,499,521
Direct Expense Subtotal	\$74,976	% of Total Fee	\$3,090	\$11,133	\$15,495	\$19,070	\$2,314	\$20,875	\$2,999	\$74,976
Rendering Production	\$9,000	3 renderings		\$3,000	\$3,000	\$3,000				\$9,000
TOTAL REIMBURSABLE FEE	\$83,976		\$3,090	\$14,133	\$18,495	\$22,070	\$2,314	\$20,875	\$2,999	\$83,976
NOT INCLUDED/OWNER ASSUMED SCOPE ITEMS										
Animation		(not included)								
Bldg Management Systems		(not included)								
Branding		(not included)								
CADD Building Survey		(not included)								
Permit Expediter		(not included)								
Curtain Wall Consultant		(not included)								
Fueling/fluid distribution		(not included)								
Environmental Site Design Services		(not included)								
Exterior Metal Stud Cladding Engineering Back-up Framing		(not included)								
Food Service		(not included)								
Fountains		(not included)								
Geotechnical	\$0	Assumed By Owner, if needed								\$0
Graphics		(not included)								
Interior Artwork		(not included)								
Land Use/Site Plan Review		Assumed not required								
Methane Gas Consulting		(not included)								
Model		(not included)								
Parking		(not included)								
Pool		(not included)								
SEPA		(not included)								
Specifications	\$0	Included in Arch. Basic Services								\$0
Survey	\$0	Assumed By Owner, if needed								\$0
Sustainable Design		(not included)								
Sustainable Design Engineering		(not included)								
Sustainable Design Consultant		(not included)								
Third Party Commissioning Participation	\$0	Assumed By Owner, if needed								\$0
Third Party Constructability Review	\$0	Assumed By Owner, if needed								\$0
Third Party Value Analysis	\$0	Assumed By Owner, if needed								\$0
Traffic Consultant		(not included)								
UPS Power Systems		(not included)								
Urban Planning		(not included)								
Video Animation		(not included)								
Waterproofing/Facade Design		(not included)								
Wind Analysis		(not included)								
Window Washing/Building Maintenance		(not included)								
ASSUMPTIONS:										

- (1) Fees are based on 46,000 SF building area, including the site area around the building as well as the adjacent fleet parking site area.
- (2) Fees are developed with estimated work effort hours. Percent of construction cost factors are utilized and are based on a project value of \$15-18,000,000.00.
- (3) Notes are provided to indicate items that are not included, by owner, and/or allowances.
- (4) GBD Construction Administration fees are based on oversight for a construction duration from Sept. 15, 2025 to July 17, 2026. Final duration to be confirmed with GC partner.
- (5) Fees noted with "Firm Name Fee Proposal" are fee amounts based on consultants proposals. See attached separate fee proposal documents from consultants for additional information.
- (6) Fees for management, organization and coordination outside of the coordination efforts describe in the contract are not included in this proposal.
- (7) Fee is based on continuous design effort of 2.5 months SD, 2.5 months DD, and 3 months CD without delays between phases. Delays between phases may result in additional services. See attached schedule.
- (8) Reimbursable expenses are in addition to the design fee. They are calculated as a percent of the fee. Reimbursables are in addition to Total Design Services Fee.
- (9) Mark-up is not calculated on Supplemental Services provided by GBD.
- (10) The noted fees above have been based on the scope information included in the City of Vancouver RFQ 14-24: 521 Chkalov Drive Property Remodel.
- (11) These fees above have been generated based on the City of Vancouver Scope Decision dated 9/25/23
- (12) These fees above have been generated based on the meeting with the City of Vancouver on 5/29/24 to review the project scope.
- (13) Assumptions & Qualifications on consultants fee proposals attached for your reference. All are applicable to the fees listed above, and should be assumed unless confirmed with GBD as otherwise.

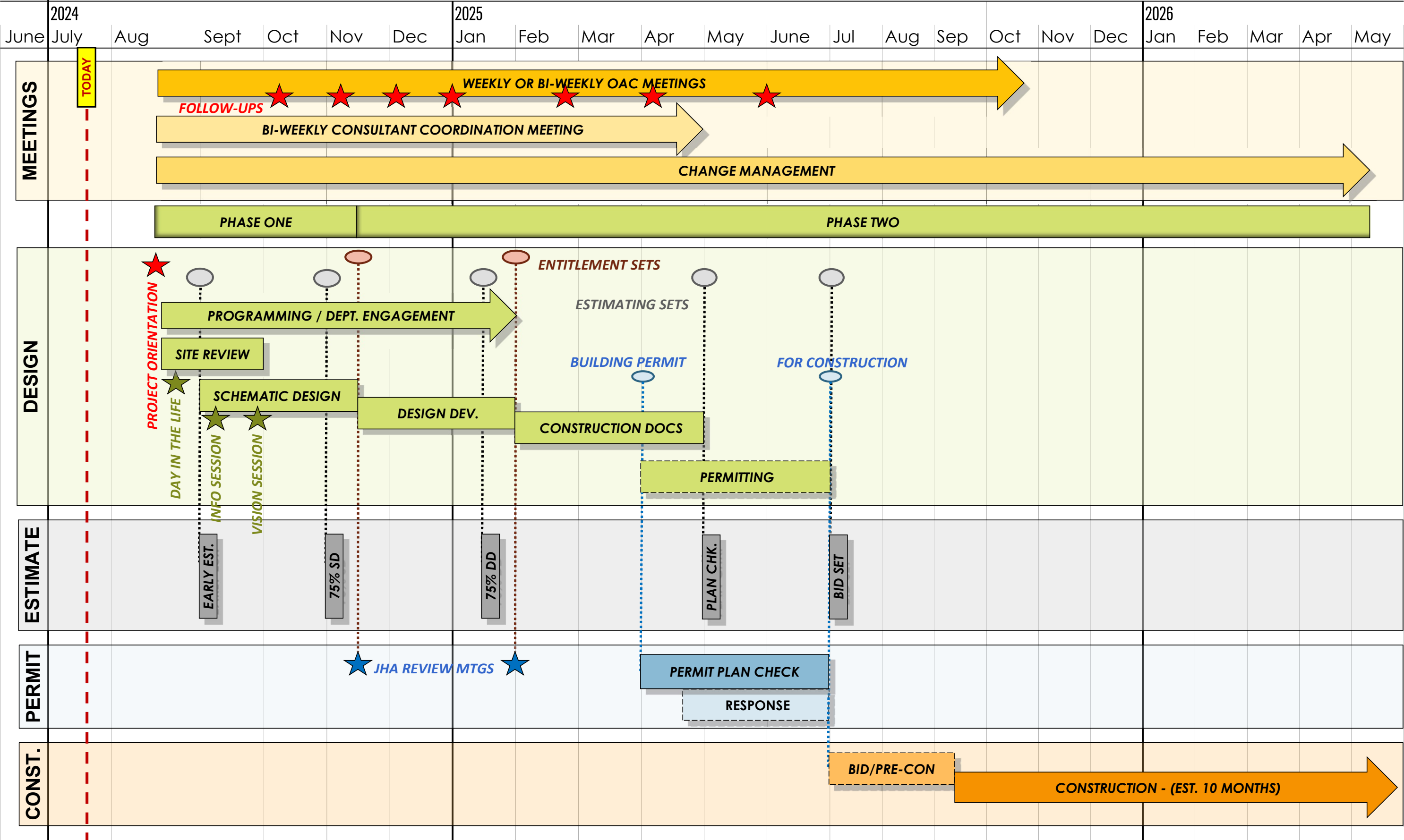
Vancouver Chkalov

Hourly Rate/Hour Breakdown

GBD Architects		Phase 1 - Programming			30% (Schematic Design)			60% (Design Development)			90% (Construction Docs)			100% (Permit/Bid)			Construction Admin.			Close-Out			TOTAL FEE		
ARCHITECTURAL TEAM	ROLE	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee
GBD - Michelle Schulz	Managing Principal	\$275.00	24	\$ 6,600.00	\$275.00	20	\$ 5,500.00	\$275.00	20	\$ 5,500.00	\$275.00	32	\$ 8,800.00	\$275.00	8	\$ 2,200.00	\$275.00	27	\$ 7,425.00	\$275.00	6	\$ 1,650.00	\$275.00	137	\$ 37,675.00
GBD - Chelsey Boreas	Interior Design Lead	\$195.00	48	\$ 9,360.00	\$195.00	80	\$ 15,600.00	\$195.00	80	\$ 15,600.00	\$195.00	110	\$ 21,450.00	\$195.00	10	\$ 1,950.00	\$195.00	54	\$ 10,530.00	\$195.00	11	\$ 2,145.00	\$195.00	393	\$ 76,635.00
GBD - Lan Jiang	Project Architect	\$155.00	76	\$ 11,780.00	\$155.00	261	\$ 40,455.00	\$155.00	260	\$ 40,300.00	\$155.00	424	\$ 65,720.00	\$155.00	48	\$ 7,440.00	\$155.00	1200	\$ 186,000.00	\$155.00	22	\$ 3,410.00	\$155.00	2291	\$ 355,105.00
GBD - Erika Beehler	Interior Design Assist.	\$120.00	75	\$ 9,000.00	\$120.00	218	\$ 26,160.00	\$120.00	212	\$ 25,440.00	\$120.00	282	\$ 33,840.00	\$120.00	15	\$ 1,800.00	\$120.00	710	\$ 85,200.00	\$120.00	12	\$ 1,440.00	\$120.00	1524	\$ 182,880.00
GBD - Steve Rupert	QA/QC Reviewer	\$235.00		\$ -	\$235.00	12	\$ 2,820.00	\$235.00	20	\$ 4,700.00	\$235.00	20	\$ 4,700.00	\$235.00	4	\$ 940.00	\$235.00		\$ -	\$235.00		\$ -	\$235.00	56	\$ 13,160.00
GBD - Katie Windsor	Administrative Assist.	\$115.00	8	\$ 920.00	\$115.00	16	\$ 1,840.00	\$115.00	16	\$ 1,840.00	\$115.00	20	\$ 2,300.00	\$115.00	6	\$ 690.00	\$115.00	10	\$ 1,150.00	\$115.00	12	\$ 1,380.00	\$115.00	88	\$ 10,120.00
GBD - Aaron Benson	Drafter	\$120.00		\$ -	\$120.00	42	\$ 5,040.00	\$120.00	42	\$ 5,040.00	\$120.00	8	\$ 960.00	\$120.00		\$ -	\$120.00		\$ -	\$120.00		\$ -	\$120.00	92	\$ 11,040.00
				\$ -	\$0.00		\$ -	\$0.00		\$ -	\$0.00		\$ -	\$0.00		\$ -	\$0.00		\$ -	\$0.00		\$ -	\$0.00	0	\$ -
				\$ 37,660.00			\$ 97,415.00			\$ 98,420.00			\$ 137,770.00			\$ 15,020.00			\$ 290,305.00			\$ 10,025.00			\$ 686,615.00

PROJECT SCHEDULE - *draft*

REVISED July 19, 2024



D. Scope of Work

The City of Vancouver anticipates that the selected firm (or team) will provide typical professional architectural and engineering services required for planning, design and construction of the 521 Chkalov Building Remodel and 619 SE 116th Avenue Parking Lot Improvements. Services will include but are not limited to architectural services; programming and program validation; cost modeling and estimating; structural engineering; mechanical, electrical (including lighting, power, communications, emergency power and low voltage systems) and plumbing engineering; civil engineering (including roadway, site, signage and striping, stormwater and utility design and coordination with utility service providers); landscape design; interior design including FF&E; and construction administration for the building and parking lot.

Additional services in the design team's contract will include, but are not limited to, land surveying; geotechnical engineering and inspections; construction materials testing and inspections; building commissioning; traffic engineering and modeling; environmental and building permitting (including SEPA documentation); archeological and cultural resources evaluation and construction activity monitoring; and other necessary support services including designing and coordinating permit approvals for the necessary site utilities – electrical, water, sewer, fiber optic/other communication services, and possibly natural gas. The City's Communications Department will serve in a lead role for public outreach efforts and will direct outreach and communications along with the City's Owner's Representative. The proposed design team should include team members with outreach and communications expertise to support City staff.

PHASE 1

A. Project Orientation/Start Up

1. Coordinate with City of Vancouver Project Manager and other identified individuals.
2. Provide a schedule outlining milestones, projected timelines and deliverables.

B. Site Review

1. Review existing facility and structure conditions.
2. Conduct site visits to document and map existing conditions and prepare a facility assessment.
3. Test and analyze the second floor to determine an acceptable load rating.
4. Review and identify amenities in the building that need corrected or changed to meet permit, ADA, current Energy code, and other requirements.

5. Analyze the atrium structure to determine if modifications are necessary to withstand seismic activity.
6. Evaluate conditions of HVAC, lighting, electrical, fire sprinklers and other critical systems in the building.
7. Coordinate with City of Vancouver Information Technology for server room requirements and data drop locations and standards.
8. Determine electrical generator needs for the building.
9. Identify stakeholders.
10. Conduct interviews with stakeholders identified.
11. Security concerns, options and recommendations (e.g. – camera security system, outside physical barrier control, etc.).
12. Analyze parking lot surface, layout, and need for an additional access point.
13. Other mutually agreed upon review subjects.

C. Conceptual Designs/Cost Estimates: maximum 3 alternative concepts

1. Prepare report of findings from the Site Review.
2. Prepare designs and management analysis with phasing recommendations, timetables and cost estimates for each concept. Cost estimates shall include soft costs.
3. Revise selected alternative based on results of Follow Up and Stakeholder Meetings.

D. Follow-Up Meeting

1. Meet with City of Vancouver Project Manager and stakeholders to review results of study, conceptual drawings and to determine next steps.

E. Draft Results

1. Final draft versions of all reports and supporting information to be delivered as end product.
2. Digital copies of all reports and supporting documentation to be delivered as end product.
3. Digital copies of all reports and supporting documentation to be delivered in Word format; copies of all conceptual designs to be delivered in AutoCad compatible format; copies of spreadsheets, budgets and related support financial data to be delivered in Excel compatible format.

PHASE 2

A. Preliminary Design, Including, but not limited to:

1. Further develop selected concept design.
2. Confirm scope.
3. Prepare 30% design.
4. Prepare updated construction estimate.

B. Follow-Up Meetings

1. Meet with City of Vancouver Project Manager and stakeholders to review preliminary drawings and to determine next steps.

C. Design, Including, but not limited to:

1. Further develop selected concept design.
2. Confirm scope.
3. Prepare 60% design.
4. Prepare updated construction estimate.

D. Follow-Up Meetings

1. Meet with City of Vancouver Project Manager and stakeholders to review preliminary drawings and to determine next steps.

E. Final Design, Including, but not limited to:

1. Prepare 90% of selected concept design,
2. Prepare draft construction documents,
3. Review design with stakeholders,
4. Revise Final Design as required based on results of stakeholders meetings.

F. Project Permitting

1. Prepare permit applications and necessary supporting technical documents.
2. Attend permit meetings and respond to questions.
3. Monitor permits issuance in context of the overall project schedule.

G. Final Results

1. Final versions of all reports and support and supporting information to be delivered as end product.
2. Digital copies of all reports and supporting documentation to be delivered in Word format; copies of all conceptual designs to be delivered in AutoCad compatible format; copies of spreadsheets, budgets and related support financial data to be delivered in Excel compatible format.

H. Services During Construction

1. Facilitate regular inspections.
2. Conduct regular progress/scheduling meeting with the Contractor.
3. Create and administer standard construction documentation.
4. Research and prepare responses to submittals, RFIs and Change Order requests.
5. Administer progress payments and pay requests.
6. Prepare project close-out documentation.

June 10, 2024

Michelle Schulz
GBD Architects
1120 NW Couch St., Ste. 300
Portland, OR 97209

**Re: City of Vancouver - 521 Chkalov Drive Property Remodel
Vancouver, WA**

Dear Michelle:

Thank you for the opportunity to submit the following proposal for structural engineering services for the Vancouver Chkalov Building remodel project.

Project Description

The Chkalov Building is an existing two-story wood framed office building located in Vancouver, WA. The building was originally constructed in 1984 and has a total area of approximately 46,000 square feet. The floor and roof are framed with wood open web joists supported on glulam beams. The exterior walls are wood stud walls with brick veneer, and there are large window openings occurring around much of the building. An atrium structure includes a large multi-plane skylight and brick structure.

The project scope is outlined in the Request for Qualifications (RFQ) 14-24 document issued by the City of Vancouver and has been further clarified and modified as noted in the scope meeting notes from May 29, 2024. The scope is broken into two phases, with most of the scope being non-structural in nature with no major structural work anticipated for the primary gravity and seismic systems. Generally, the project will include assessment of the existing building and proposed conceptual tenant improvement and site upgrades in Phase 1 and completion of design through construction administration will occur in Phase 2.

Our Scope of Services

Phase 1

We will perform a structural condition assessment of the existing building and document our findings in a report which may be incorporated into an overall assessment report alongside other disciplines. We will conduct site visits and review available drawings as necessary to complete the structural condition assessment. The structural condition assessment will not include a seismic evaluation of the structure, and the scope of investigation will include visual observations only of structural elements that can be readily viewed. No structural testing or demolition will be performed.

In addition to the structural condition assessment, we will perform a limited seismic evaluation of the existing brick veneer and atrium structure – other structural and non-structural building components will not be included. The seismic evaluation will follow the Tier 1 procedure of ASCE 41-17 – Seismic Evaluation and Retrofit of Existing Buildings. We will create a report documenting our findings and will provide conceptual recommendations for mitigating any deficiencies that we identify.

If required by the owner, we will provide a load rating analysis for the second-floor structure as identified on page 5 of the RFQ documents. We understand that the building use is not being changed and therefore the live loading is not expected to increase. Additionally, because the second floor is framed with open web joists which are a proprietary product, our analysis would be highly dependent on our ability to obtain the original floor shop drawings. In some but not all cases, the original shop drawings can be obtained by contacting the joist manufacturer who keeps an archive of existing projects.

Finally, we will provide a structural narrative of the tenant improvement scope as required for conceptual pricing.

Phase 2

Currently the Phase 2 scope is not well defined with respect to structural scope. The scope description and fee outlined below are estimates and will be revised upon completion of the Phase 1 scope.

We will consult with you, the owner, the general contractor, and the other consultants regarding structural-related items. We will prepare the drawings, specifications, and calculations necessary for pricing of the structure, issuance of the structural building permit, and construction of the structure. Our specific scope of work will include the following:

Design

1. If needed, design of seismic mitigation measure related to the existing brick veneer and atrium structure.
2. Secondary structure as required to support mechanical units and roof tie-off anchors.
3. Architectural elements including railings, feature stair, glazing, non-structural partitions, operable partitions, etc.
4. Site structure design, including retaining walls not in direct contact with the building structure, light pole foundations, flagpole foundations, garbage enclosures, and building monument sign.
5. Attend design meetings as requested.
6. Review structural cost estimates and recommend value engineering options where possible to assist with budgeting.

Permitting

1. Respond to all structural plan review questions and comments.
2. Assist the other consultants with responses to plan review questions and comments that relate to structure.
3. Assist with coordinating the permitting of bidder-designed structural components.

Construction

1. Review structural shop drawings and bidder-designed structural items to verify these have been coordinated with the structural frame design.
2. Visit the job site at intervals appropriate to the various stages of construction and to perform structural observation work as required by the governing code – for this project visits would be made on an as-needed basis.
3. Respond to questions from the contractor during construction.
4. Review change orders relating to the structure.
5. Prepare a letter of conformance based on our site visits and on inspection reports by the testing laboratory and special inspectors.

Deliverables

Phase 1 deliverables are described above. This proposal is based on the Phase 2 deliverables outlined below:

Milestone	Deliverable(s)
100% Schematic Design	Narrative, Mark-ups of Architectural Drawings
100% Design Development	Drawings
50% Construction Documents	Drawings, Specifications
Permit Documents	Drawings, Specifications, Calculations
Issued for Construction	Drawings, Specifications

Our Fees

We will provide the scope of structural engineering services described in this proposal for the lump sum fees indicated below:

Phase 1	Fee
Structural Condition Assessment	\$3,000
Limited Seismic Evaluation	\$1,500
Second floor load rating	\$1,500
Tenant Improvement Concept Narrative	\$800
Total	\$6,800

Phase 2 Item	Fee Estimate
Schematic Design	\$2,500
Design Development	\$3,500
Construction Documents	\$7,000
Permitting	\$1,500
Construction Administration	\$3,500
Total	\$18,000

Terms and conditions will be as provided in AIA Document C401. We will bill for our services monthly, based on the percentage of our effort completed.

Reimbursable expenses, as described in AIA Document C401-2007, will be billed at our direct cost. We estimate that these will not exceed **\$500** on a project of this size and complexity.

Michelle Schulz, GBD Architects
Re: City of Vancouver - 521 Chkalov Drive Property Remodel
Vancouver, WA

June 10, 2024
Page 5 of 5

Additional Services

Additional services beyond those described in this proposal will be billed at the following hourly rates:

Principal	\$280
Project Manager/Associate	\$220
Senior Engineer	\$190
Structural Designer	\$165
CAD / BIM Modeler	\$140
Administrative	\$125
Special Inspector	\$140
Testing Technician	\$180

We will not perform additional services without prior authorization from your office.

If you have any questions or need further information, please call me.

Sincerely,



Nicholas Saari, SE
Associate

Accepted By

Printed Name & Title

July 17, 2024

Michelle Schulz
GBD Architects Inc.
1120 NW Couch St., Suite 300
Portland, OR 97209

Re: City of Vancouver - 521 Chkalov Drive Remodel
Professional Services Proposal

Dear Michelle:

Thank you for the opportunity to provide you with our proposal for the 521 Chkalov Drive Remodel project.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

PROJECT DESCRIPTION

Project Owner

City of Vancouver
Vancouver, WA 98660

Project Location

521 Chkalov Dr
Vancouver, WA

Project Description

The project will remodel the existing 46,000 square foot building at 521 Chkalov Drive including minor improvements to the parking lot and provide secured fleet parking at 619 SE 116th Avenue. The building remodel includes office and administrative program for various City departments. Improvements to the existing building include electrical service upgrades, possible replacement of HVAC rooftop equipment, upgraded building system controls, and onsite emergency power.

Sustainable Design Requirements

Project is not anticipated to pursue LEED® certification or any other third-party green building certifications/incentive programs. We will include energy efficiency designs where feasible and cost effective.

INFORMATION SOURCE

- Based on email from Michelle Schulz dated June 3, 2024.
- Based on conversation with Michelle Schulz dated June 7, 2024.

ASSUMPTIONS

Based on our conversation and information received, we understand that this project:

- Will have two bid/construction packages: one for 521 Chkalov Dr and one for 619 SE 116th Avenue.
- Will have a single construction phase.
- Existing FLS systems are adequate to serve the project area.

- Project will be developed as a Revit model
- Project will not be a LEED® project.
- Project Funding: We have assumed and understand that funding for this project has been secured or will be in place when project design starts. We have not assumed that payment for services will be held or delayed due to any funding delays or issues.

PROJECT SCHEDULE

- Design: From July 2024 to February 2025.
- Construction: From March 2025 to February 2026.

Note: Dates listed above are approximate based on information provided. However, substantial changes to the schedule above, and start/stops to project progress may result in additional services and fees.

MEETINGS AND DESIGN SITE VISITS

- Virtual meetings and conference calls as required.
- Up to six (6) In person meetings with design team, Owner representative, and construction team during design and documentation for coordination.
- Up to two (2) site visits during design for Electrical, Plumbing and Mechanical. One Engineer per visit.
- Up to one site visit for electrical utility coordination.

DESIGN SUBMITTALS

- Schematic Design (Basis of Design Narrative and MEP cutsheets for major equipment as required): Publish at 75% and Final SD
- Design Development (DD Drawings): Publish at 75% and Final DD
- 50 Percent Construction Documents, (CD Drawings and Specifications)
- 90 Percent Construction Documents/Permit (CD Drawings, Specifications and Code Forms):
- Final Construction Documents (CD Drawings and Specifications)

CONSTRUCTION COSTS

Based on information received, we have assumed the following preliminary estimate:

- Total Construction Cost: \$15M - \$18M

ENGINEERING SERVICES DESCRIPTION

Our scope of services is limited to the following. Services not included are additional services.

Mechanical Engineering Services**Heating, Ventilating, and Air Conditioning Systems**

1. Air conditioning and heating systems design. Maintain existing system approach with packaged rooftop units to serve zones throughout building. Maintain, repair, and adjust existing ductwork as needed to serve new programs in building. Design for replacement of all rooftop units with all-electric packaged equipment and integrate with new building DDC controls system.
2. Space heating and ventilation design for areas not requiring air conditioning.
3. Building exhaust systems design.
4. Performance specifications for temperature control or building energy management system.
5. Heating and cooling load calculations.

6. State Energy Code calculations for building mechanical systems.

Plumbing Systems

1. Sanitary drainage, vent, domestic water, storm water, and natural gas piping design to existing main inside building.
2. Plumbing fixture specifications.
3. Design for connection of Owner-provided equipment and appliances based on information provided by other consultants.

Mechanical Investigation

1. Review of the existing building mechanical, plumbing, and fire protection systems to determine adequacy and feasibility of reuse and needs for system improvement.
2. We understand that record drawings may be available for this existing facility. We will review the existing mechanical, plumbing, and fire protection systems, to the extent visible, so that we may complete our design.

Mechanical Demolition

1. Demolition drawings will be provided in a schematic format only with demolition notes. We will review available drawings and observe existing conditions to note major demolition items and areas.

Electrical Engineering Services**Electrical Utilities Coordination**

1. Power Utility: Site raceway system, vault/pedestal locations and sizes, revenue meter location/requirements, transformer pad location(s), and available fault current.

Building Power Distribution

1. Building power distribution design leverage existing distribution panels as applicable. Design for sub-metering to meet energy code requirements.
2. Design for connection of Owner's equipment based on Owner-provided load information.
3. Design emergency power distribution system for emergency loads such as egress lighting utilizing engine generator, central battery inverter, and/or unit battery equipment as the backup source. Design for Owner requested optional stand-by loads with new onsite packaged engine generator for 521 Chkalov Dr. Design for emergency power distribution at 619 SE 116th Avenue with battery backup.
4. Design for connection to interior and exterior signage based on information provided by others.
5. Design for connection of mechanical, elevator systems, lighting, and fire/life safety systems.
6. Electric vehicle charging station system design, including signal and access requirement coordination.

Lighting Design Support Services (Interior Lighting Design by Others)

1. It is our assumption and understanding that the lighting designer (others) will provide the following: lighting design documentation, calculations, and drawings with luminaire schedules for all non-back of house lighting and exterior lighting.
2. Interface Engineering lighting design support services includes the following:

- a. Building interior back of house lighting only (includes storage, utility rooms, egress stairs, egress corridors and parking garage):
 - 1) Luminaire schedule.
 - 2) Layout of luminaires.
 - 3) Coordination with architectural reflected ceiling plan.
 - 4) Coordination with lighting consultant for all non-back of house lighting.
- b. Control of lighting systems.
- c. State Energy Code lighting compliance calculations. Includes calculation for final layout only.
- d. Egress lighting design and illuminated exit sign placement design per IBC requirements, based on a complete and comprehensive egress plan provided by Architect, indicating occupant load calculations and designated egress paths and exit sign locations.

Electrical Engineering Studies

1. Preliminary selective coordination analysis for essential branches of the emergency system. Final study to be performed by others.
2. Preliminary fault current analysis. Final fault current and arc flash study to be performed by others.

Electrical Investigation

1. Review of the existing building electrical, lighting, and ICT systems to determine adequacy and feasibility of reuse and needs for system improvement.
2. We understand that record drawings may be available for this existing facility. We will review the existing electrical, lighting, and ICT systems so that we may complete our design.

Electrical Demolition

1. Demolition drawings will be provided in a schematic format only with demolition notes. We will review available drawings and observe existing conditions to note major demolition items and areas.

Lighting Design Services

1. Building exterior lighting design:
 - a. Luminaire schedule.
 - b. Luminaire cut sheets of proposed luminaires.
 - c. Layout of luminaires.
 - d. Control of lighting system.
 - e. State Energy Code lighting compliance calculations. Includes calculation for final layout only.
 - f. Egress lighting design and illuminated exit sign placement design per IBC requirements, based on a complete and comprehensive egress plan provided by Architect, indicating occupant load calculations and designated egress paths and exit sign locations.
2. Site lighting with point-by-point photometric. Based on two submittals. Photometric calculations not required to be part of the drawing set.
3. Landscape lighting design to be provided by landscape designer. Landscape designer to provide cutsheets of luminaires only, all photometrics and layout of landscape lighting included.

Fire/Life Safety Engineering Services

Fire Protection Sprinkler Services

1. Performance specifications only based on the following. No drawings are included in this approach.
 - a. State and local code requirements.
 - b. Owner standards/project requirements. An information request will be provided to confirm Owner requirements.
2. The design will be performed by the contractor. We will review the design for conformance to our specifications.
3. Preliminary sizing of fire main service and coordination with civil engineer. Incoming fire main location shown on plumbing drawings.
4. Riser location and room size estimate.
5. Determination of need for standpipes.
6. Review of adequacy of water supply for supplying the automatic fire sprinkler systems.

Fire Detection and Alarm Services

1. Performance specification only based on the following. No device drawings.
 - a. State and local code requirements.
 - b. Owner standards/project requirements. An information request will be provided to confirm Owner requirements.
2. The design will be performed by the contractor. We will review the design for conformance to our specifications.

Information and Communications Technology (ICT) Systems Design

1. We have assumed existing incoming services have adequate capacity and we have assumed new incoming services and coordination with internet service providers will not be required.
2. Empty pathways and spaces for the following systems based on information provided by others:
 - a. Telecommunications system:
 - 1) Pathways: cabling support system including conduit, sleeves, cable runways, basket trays, and J-hooks.
 - 2) Grounding and bonding system for telecommunications.
 - 3) Network outlet locations.
 - a) WiFi locations, based upon Owner provided information (Heat Mapping).
 - b. Audiovisual system:
 - 1) Cable television (CATV) distribution.
 - 2) Satellite television (SATV) distribution.
 - 3) Clock system.
 - 4) Paging/intercom system.
 - 5) Audiovisual networked device locations.
 - c. Distributed Antenna System: Pathways based on Emergency Responder Communication Enhancement Systems (ERCES) integrator's direction for distribution of ERCES.
3. Security Systems Design and Specification:
 - a. Electronic access control entry system.
 - 1) Emergency lockdown/lockout system.
 - b. Intrusion detection.

- c. Video surveillance system using IP or analog video and digital recording.

OPTIONAL: Energy Consulting Services

1. Provide energy analysis to meet WA Energy Code requirements if determined to be required.
2. Review design documents and identify energy conservation measures (ECMs) which typically include:
 - a. Building envelope thermal performance improvements.
 - b. High performance windows.
 - c. Daylight harvesting.
 - d. Interior lighting with low power density.
 - e. Occupancy based interior lighting controls
 - f. Exhaust energy recovery and demand-controlled ventilation.
 - g. High-efficiency cooling technology.
 - h. High-efficiency heating technology.
 - i. Energy-efficient air moving equipment: premium efficiency motors, VFDs, low-pressure drops and variable flow.
 - j. Energy-efficient water moving equipment: premium efficiency motors, VFDs, low-pressure drops and variable flow.
 - k. Solar technologies.
3. A baseline building energy model using IES hourly energy simulation program.
4. Calibrate baseline building energy model through energy benchmarking.
5. Provide energy-efficient design input to design team.
6. Document and submit analysis results.
7. Respond to review comments.

OPTIONAL: Commissioning Services (Cx)

Commissioning Services to Meet WA Code

1. Lead, review and oversee the completion of all commissioning process activities.
2. Prepare commissioning specifications to incorporate in the construction documents (Divisions 01, 22, 23, and 26).
3. Perform a review of the Owners Project Requirements (OPR) and the engineers Basis of Design (BOD).
4. Perform a review of the design documents at 50% CD submission.
5. Coordinate and lead commissioning meetings as part of the commissioning process.
6. Assist construction manager and contractors with interpreting and achieving intent of commissioning activities specified in the contract documents.
7. Develop a Commissioning Plan
8. Develop Pre-Functional Checklists
9. Develop Functional Performance Tests
10. Perform periodic site visits throughout the construction phase to review the Contractor's installation, pressure testing, flushing, startup, and testing of systems.
11. Perform Functional Performance testing of mechanical, electrical and plumbing systems with cooperation of the Contractor to verify systems perform in accordance with the design intent, Owners Project Requirements, and Basis of Design.
12. Submit weekly issues/resolution log to the design and construction team.

13. Confirm factory testing and observe field testing of specified equipment.
14. Submit weekly issues/resolution log to the design and construction team.
15. Prepare a final commissioning report that includes the OPR, BOD, Executive Summary, Cx Plan, startup reports, construction checklists, functional performance tests, submittals, design review log, and issues/resolutions log.
16. Develop a Current Facility Requirements and Operations Plan and Maintenance Plan that provides future operating staff information needed to understand and optimally operate the commissioned systems.

BIDDING/NEGOTIATIONS AND PERMITTING

1. Answer questions during bidding phase.
2. Issue addenda as may be required under the original design scope during the bidding phase.
3. Review of substitution requests. Maximum of two reviews per vendor.
4. Respond to jurisdiction permit comments and issue addenda as required to address comments. Maximum of two responses and addenda issuances. Meetings with code officials can be provided as a supplemental service.

CONSTRUCTION ADMINISTRATION

1. Two reviews of the submittals for each Division are included; additional reviews will be billed at our hourly rates with prior written approval. Fee is based on submittals being provided per Interface standard specifications.
2. Answer RFIs, DCVRs, and construction questions.
3. Construction observation site visits:
 - a. Up to three site visits (includes final punch) during construction for HVAC and plumbing, including fire sprinkler.
 - b. Up to three site visits (includes final punch) during construction for electrical including lighting, ICT, and fire alarm.
4. Issue of ASIs, change orders, plan revisions, etc. generated by others is not included. Additional fees will be submitted for prior approval for these services.
5. Review of change order costs initiated by others is not included.

EXCLUSIONS AND CLARIFICATIONS

1. It is assumed that final bidding of the project will not be done until receipt of permit and issuance of 100 Percent CD. Bidding prior to the completion of the documents is done at the Owner's risk.
2. Substantial cost reduction requiring redesign after 100% Design Development is not included.
3. Redesign work associated with substantial floor plan changes after 100% Design Development is not included.
4. Changes to the MEP design related to change orders initiated by others, supply chain issues, ASIs, and/or value engineering are not included.
5. Construction cost estimates will be by construction cost estimator. We will review cost estimator's pricing and provide comments.
6. Life cycle cost analysis for mechanical/electrical systems are not included.
7. Attendance at prebid and preconstruction meetings is not included.
8. Construction record drawings are not included.

9. Shop drawings, fabrication drawings, and construction coordination drawings are not included.
10. Structural calculations for the seismic restraint and anchorage of equipment are not included.
11. Design of temporary power for construction will be performed by the contractor or by others.
12. Design of building footing drainage and/or sub-slab groundwater drainage will be performed by others.
13. Waterproofing details/requirements for building components by others are not included.
14. Acoustical analysis, design of noise attenuation requirements, and special vibration isolation requirements for mechanical systems will be performed by others. We will include modifications to our systems per your acoustical consultants' recommendations within our base fee.
15. Envelope Code Compliance forms are assumed to be completed by the Architect unless proposed and accepted.
16. Determination/interpretation of egress lighting paths with local officials is not included (based on egress plan as provided by Architect).
17. Work associated with public street lighting or power design is not included unless proposed and accepted.
18. Commissioning of systems is not included unless proposed and accepted.
19. Commissioning participation unless proposed and accepted.
20. Lightning protection system design is not included unless proposed and accepted.
21. ERCES (Emergency Radio Communication Enhancement System) design is a deferred submittal by the designing integrator with the FCC issued GROL Licensed Stamp.
22. Two-Way Communications System is not included.
23. Area of Refuge design is not included.
24. Distributed antenna systems (DAS) design is not included. This includes building operations two-way DAS and Cellular DAS.
25. WiFi Coverage and Capacity Planning (heat mapping) is by others. Device locations for WiFi Access Points are for budgetary purposes in quantities and for general location coordination efforts. Final design and layouts by others.
26. Telecommunications service provider coordination and negotiations are not included.
27. Audiovisual Design for Boardrooms, large meeting spaces, auditoriums, assembly halls, divisible spaces, streaming and storage services are not included.
28. Audiovisual design for Digital Signage Content is not included.

FEE

Fixed Fee

Base Services

Project Phase	Mechanical Engineering	Electrical Engineering	Fire/Life Safety	ICT Design	Phase Totals
Schematic Design	\$20,400	\$15,300	\$4,200	\$6,100	\$46,000
Design Development	\$35,000	\$26,200	\$4,700	\$10,100	\$76,000
Construction Documents	\$49,500	\$37,200	\$3,100	\$14,100	\$103,900
Bid/Negotiation and Permit	\$4,400	\$3,300	\$1,000	\$2,000	\$10,700
Construction Administration	\$36,400	\$27,300	\$4,300	\$8,100	\$76,100
Discipline Totals	\$145,700	\$109,300	\$17,300	\$40,400	\$312,700

Total Fee: \$312,700

*Plus reimbursable expenses noted below.

OPTIONAL SERVICES (ADDITIVE)

Project Phase	Fee	Client Initials
Public Street Lighting	\$15,000	
Energy Consulting/Modeling Services	\$28,000	
Commissioning Services to Meet WA Code Requirements	\$38,000	
Construction Record Drawings	\$6,000	

PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: final plots, project mileage to jobsite or meeting locations, parking, shipping, and messenger services.

Billed in addition to the above fee at cost plus 10 percent processing fee.

Travel Expenses: Airfare, car rental, lodging, meals, and other travel expenses will be billed at our cost plus 10 percent.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed*. Our current standard hourly rates are:

Senior Principal:	\$270/Hour
Principal:	\$250/Hour
Associate Principal:	\$230/Hour
Associate/Project Manager:	\$210/Hour
Senior Engineer/Designer:	\$190/Hour
Engineer/Designer:	\$165/Hour
Revit Designer/Drafter:	\$135/Hour
Administrative:	\$115/Hour

*Annual rate changes are expected to be 4% per year.

DESIGN-BUILD SERVICES

If design-build services are provided, Client acknowledges that Interface will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder. Client agrees that Interface is not responsible for the design and will indemnify and hold harmless Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems.

Client acknowledges that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind GBD Architects Inc.. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,



Andrew Flanagan, PE, LEED AP, GPD
Principal

AJF:af

Enclosures: Standard Provisions

COMPANY: GBD Architects Inc.

CONTACT: _____
Michelle Schulz, Principal

Date



Interface Engineering, Inc.
City of Vancouver - 521 Chkalov Drive Remodel
July 17, 2024

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STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. **Standard of Care:** The services provided by Interface Engineering, Inc. (Interface) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Interface makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.
2. **Indemnity:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Interface, its officers, directors, employees, agents and subconsultants from and against all damages, liability and costs, including reasonable attorneys' fees and costs, at trial, arbitration and on appeal, arising out of or in any way connected with the performance of Client and Interface pursuant to this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of Interface.
3. **Non-Responsibility:** Interface shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond Interface's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Interface's work promptly, or due to late or slow or faulty performance by Client, Client's consultants, contractors, or governmental agencies, in the performance of acts which are precedent to or concurrent with the performance of Interface's services.
4. **Client Information:** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine Interface's submissions; and respond promptly to Interface; and give prompt written notice to Interface whenever Client observes or otherwise becomes aware of any defect in the work. Interface has a right to rely on the accuracy and completeness of information provided by Client.
5. **Payment:** Fees and reimbursable expenses will be billed monthly as services are performed. Invoices shall be due upon receipt and shall be delinquent if not paid within 60 days of receipt of invoice. Delinquent invoices shall bear interest at the rate of 1.5 percent per month (but not exceeding the maximum amount allowable by law) until paid. Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services. Payments received shall be first applied to interest and then to the unpaid principal balance. Client shall pay Interface's reasonable costs, including staff time, attorneys' fees and costs, incurred in collecting any delinquent amount regardless of whether litigation or arbitration has been filed.
6. **Fees:** Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils and engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, document reproduction costs, and other charges not specifically covered by the terms of this Agreement. Any such fees paid by Interface on behalf of Client shall be reimbursed, along with other reimbursable expenses, as invoiced.
7. **Site Control:** Interface and its personnel shall have no authority or responsibility to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions associated with the Project. Client agrees that its contractor shall be solely responsible for job site safety, means and methods, and warrants that this intent shall be made

evident in Client's agreement with its contractor. Client also agrees that Client, Interface, and Interface's consultants shall be indemnified and shall be made additional insureds under the Contractor's General Liability Insurance Policy and Builder's Risk Policy.

8. **Document Ownership:** All reports, plans, specifications, field data and notes, and other documents including all documents on electronic media, prepared by Interface as instruments of service shall remain the property of Interface. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. Any reuse or modification to the documents, without the prior written authorization of Interface shall be at Client's sole risk and without liability to Interface, its independent professional associates or consultants. Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Interface harmless from any claim, cause of action, liability, or cost (including reasonable attorneys' fees and defense costs at trial, arbitration and on appeal) arising out or allegedly arising out of any unauthorized reuse or modification of the documents by Client or any person or entity that acquires or obtains the documents from or through Client without Interface's written authorization.
9. **Cost Estimates:** In providing opinions of probable construction costs, Client understands that Interface has no control over cost or the price of labor, equipment, or materials or over any contractor's method of pricing, and the opinions of probable construction costs provided by Interface are to be made on the basis of Interface's qualifications and experience. Interface makes no warranty, express or implied, as to the accuracy of such opinions as compared to bids or actual costs of the work estimated.
10. **Hazardous Materials:** Client acknowledges that Interface's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event Interface, or any other party, encounters these materials at a job site, or it should become known that any such materials may be present at a job site or in adjacent areas which may affect Interface's performance of services, Interface may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist(s), consultant(s) or contractor(s) to identify, abate and/or remove the asbestos, hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Interface, its officers, directors, employees, agents, and subconsultants, from and against any and all claims, allegations, suits, liabilities, damages, and costs, including reasonable attorneys' fees and costs, at trial, arbitration or appeal, arising out of, or in any way connected with the detection, presence or handling, removing, abatement, or disposal of any asbestos, hazardous or toxic substances, products and materials that exist on, about, or adjacent to the job site.
11. **Termination - Suspension:** Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle Interface to suspend performance of services until such delinquency is cured or, so long as such delinquency persists, Interface may terminate this Agreement upon five days' written notice without liability. This Agreement may otherwise be terminated by either party upon 30 days' written notice to the other in the event of a material breach by the other. In the event that Client becomes bankrupt or insolvent, Interface may terminate this contract without liability for direct, consequential or any other type of damages. In the event of termination of this Agreement, Client shall promptly pay Interface for all services rendered

and all costs incurred up to the date of termination, in accordance with the compensation provision of this agreement.

12. **Third-Party Beneficiary:** Nothing in this Agreement shall create a contractual relationship with, nor a cause of action in favor of any third party against, either Client or Interface. Interface's services under this Agreement are performed solely for Client's benefit, and no other entity shall have any claim against Interface because of this Agreement or the performance or non-performance of services hereunder.
13. **Mediation:** Should any dispute arise between Client and Interface under this Agreement, it is agreed that such dispute will be submitted to a mediator, agreed to and compensated equally by the parties, prior to commencement of litigation. Mediation will be conducted in Portland, OR. Both parties agree to exercise their best efforts and good faith to resolve all disputes in mediation.
14. **Oregon Law:** This Agreement is to be governed by and interpreted under the law of the state of Oregon. Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.
15. **Assignment:** Neither Client nor Interface shall assign its interest in this Agreement without the prior written consent of the other.
16. **Warranties:** Interface has made no warranties or guaranties except as expressly written within the Agreement.
17. **ADA and Regulatory Compliance:** The American with Disabilities Act ("ADA") requires the removal of architectural barriers. Client acknowledges that requirements of the ADA will be subject to various, and possibly contradictory, interpretations. Client also acknowledges that other laws, codes, rules, ordinances, and regulations may also be subject to contradictory interpretation. Interface will use reasonable professional efforts and judgment to interpret typical ADA requirements, and other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Interface cannot and does not warrant or guarantee that Client's project will comply with all interpretations of the ADA requirements, and/or the requirements of other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Client agrees that Interface is not obligated for additional costs incurred due to changed interpretations, providing Interface used reasonable professional effort and judgment.
18. **Integration:** This Agreement contains the entire Agreement between Client and Interface, and no other oral or written inducement or promise has been made to or extended from either party as a part of this Agreement.
19. **Waiver:** The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.
20. **Limitation of Liability: Professional and Nonprofessional Liability:** To the maximum extent permitted by law, and in recognition of the risks and rewards to Client and Interface, Client agrees to limit Interface's liability for Client's damages arising from Interface's errors and omissions associated with work performed under this Agreement to Interface's fee paid to date. As to all non-professional liability claims, Client Agrees to limit Interface's liability to Interface's available insurance. These limitations shall apply regardless of the cause of action or legal theory pleaded or asserted, including, but not limited to negligence, breach of contract, negligent misrepresentation, and strict liability. Client may negotiate higher limitations of liability for an additional fee.

21. Limitation of Liability - Consequential Damages: Neither Interface nor Interface's directors, agents, employees, representatives, or subconsultants, shall be liable to Client for any indirect, special, incidental, consequential, or exemplary damages arising out of, or in connection with, the performance of services under this Agreement, whether in an action based upon contract, delay, negligence, strict liability, negligent misrepresentation, reckless misrepresentation, or otherwise.
22. Statutes of Limitation: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion or the date of issuance of the final certificate for payment for acts or failures to act occurring after substantial completion. In no event shall such statutes of limitations commence to run any later than the date when Interface's services are substantially completed.
23. LEED: If the project pursues LEED certification or other similar guidelines, the following applies: The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilizes certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, Interface shall perform its services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the same profession involved in the design of similar projects in the same locale as the Project. Client acknowledges and understands, however, that LEED is subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of Interface including, but not limited to, Client's use and operation of the completed project. Interface does not warrant or represent that the Project will actually achieve LEED certification. Interface shall use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with LEED. Interface shall not be responsible for Contractor's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by Client without the direct participation and written approval of Interface. Likewise, Interface shall not be responsible for any environmental or energy issue arising out of Client's use and operation of the completed project.

Client Initials

PROPOSAL

To: Michelle Schulz, AIA | Principal
GBD Architects Inc.

From: Jeremy Fick, PE
Robertson Fick Engineering, PC

Date: June 11, 2024 (Revised)

Re: COV Chkalov Building Remodel – Scope and Fee Proposal

Thank you very much for another opportunity to serve GBD Architects. Robertson Fick Engineering (RFE) is pleased to present this proposal for civil engineering and site design for your consideration. The scope and fee included herein is based on project information provided by the City's RFQ documents, clarifications from Michelle Schulz at GBD, and a site visit.

BACKGROUND AND PROJECT DESCRIPTION

The City of Vancouver intends to remodel the existing building located at 521 Chkalov Drive for offices that will house Fire Marshal's Offices, Permit Center, Building Officials, Building Inspectors, and Customer Service Representatives. The project will include select site improvements in association with the various programs and needs, and the parking lot across the street at 619 SE 116th Avenue will be converted into a secured fleet vehicle lot. The scope of sitework has not yet been developed, however for the purposes of this proposal it is anticipated that the project will include site improvements such as:

- parking/circulation reconfiguration
- pavement surface improvement
- electric vehicle charging improvements
- drainage assessment and improvements (address ponding, lack of water quality treatment)
- cut-in landscape island consideration
- additional lighting
- security cameras
- accessibility and circulation improvements (parking and walkway from ROW)
- perimeter fencing including gates
- wayfinding/informative parking signage
- driveway improvements including potential new access to east lot
- outdoor staff area at building site
- crosswalk improvements across 116th Avenue connecting the two sites

The project schedule includes Schematic Design, Design Development, and Construction Documentation with engineering permitting starting around February 2025.

SCOPE OF SERVICES

Robertson Fick Engineering will perform the following specific tasks:

Task 1 – Project Management, Meetings, and Coordination

Robertson Fick will manage the site-related components of the project. This effort includes hosting site-related design team meetings, coordinating scope interface and overlap, coordinating site subconsultants, and coordinating with site related outside vendors.

RFE will attend design team meetings hosted by GBD. We will also meet with City engineering staff, fire marshal, and others as needed to discuss improvement concepts and resolve engineering redline comments.

Task 2 – Permitting

It is assumed that the project components will not trigger the need for a land-use permit process. It is likely that any site-related review items can be addressed through the engineering and building applications. Therefore, this task includes submitting for and securing a combined engineering/grading permit through the City of Vancouver. Building or other trade permits are assumed the responsibility of GBD or others.

Task 3 – Site Design

Robertson Fick will assess the existing site features and work with the team to present improvement options that consider parking, circulation, access, security, program, and other needs. Once direction is received on the desired scope of improvement, RFE will lay out, design, and prepare comprehensive drawings and details for all designated site improvements as required for engineering review and construction drawings. This includes preparation of an existing conditions plan, site demolition plan, and site plan. Existing site elements not specifically mentioned in the scope summary above, such as the trash enclosure, are assumed to remain as is and therefore excluded from this proposal at this time. This task includes detailing new curbs, pavement, parking stalls, signage, pedestrian areas, and fencing/gates. Full depth pavement repair is not anticipated at large, but rather surface treatments such as seal costing or overlay (less invasive, less costly, and less impactful to stormwater thresholds). This task includes a separate plan set for the site work related to the EV Charging work, assuming it is required to be completed prior to the rest of the project for funding timeline purposes.

Task 4 – Grading and Erosion Control Plan

Design and prepare plans for site grading of new or reconfigured site surfaces as well as erosion control, including details. Cut/fill calculations will be performed as required for grading permit. Erosion control plans will be prepared per City of Vancouver standards.

The State of Washington Construction Stormwater General Permit is assumed not required for this project since on-site disturbance is anticipated to be less than 1 acre.

Task 5 – Site Storm Drainage

The existing stormwater infrastructure will be assessed and deficiencies identified. If desired by the owner, options for water quality treatment facility improvements will be presented. Once final stormwater scope is defined, RFE will design and prepare plans and details. Robertson Fick will prepare a stormwater report and calculations for City review and approval.

Task 6 – Public Street Improvements

Design and prepare plans for the required public street improvements along Chkalov Drive and NE 116th Avenue. The scope of improvements is generally understood to include a pedestrian mid-block crossing between the two project sites, a potential new driveway to the east parking lot, and upgrading existing driveways to current standards. RFE will provide plans and details for city approval and construction. Road profiles are assumed not required for these isolated improvements.

Task 7 – Technical Specifications

Robertson Fick will prepare CSI format technical specifications for the site and civil scope of work, and will coordinate and review the technical specifications for all site related sub-consultant scopes. RFE will provide outline specification at SD, draft specifications at DD, and final specifications at 100% CD.

Task 8 – Cost Estimating Assistance and Value Engineering

RFE will review the cost consultant's construction estimates and provide comments regarding site and civil improvements. It is anticipated that RFE will also participate in a value engineering process. Constructability review, LEED, and other third-party review processes not specifically listed are assumed not applicable.

Task 9 – Construction Services

This task includes supportive construction services, including Bid Assistance, Construction Administration, Construction Observation and Close-out. *Assumes that GBD is responsible for primary construction administration.*

- a. Answer questions during bidding.
- b. Review the contractor's materials submittals for conformance with the specifications. Submittals shall be grouped so as to allow two or three total reviews.
- c. Attend the pre-construction meeting.
- d. Provide construction assistance related to the site and civil scope of work.
- e. Review change order requests, and answer RFIs (assumes a maximum of 12 separate items).
- f. Visit the site on two (2) occasions to generally observe progress and answer design related questions.
- g. Perform intermittent construction observation of key activities, including (but not limited to) flatwork and paving. Assumes 10 hours of field time for construction observation. Inspection of public improvements is the responsibility of the city inspector, and is not

included in this scope. This scope will not overlap with the scope of the geotechnical consultant.

- h. Upon substantial completion, visit the site and prepare a construction punch list.
- i. Upon final completion, make a final site visit to confirm that all punch list items have been addressed.
- j. As-builts. Produce final record drawings for the engineering plan set at the end of construction based on contractor-provided redlines. These plans will be submitted to the AHJ for review and approval as required.
- k. Prepare cost and quantity form and bill of sale for public improvements (city requirement).

ASSUMPTIONS

In addition to task-specific assumptions noted above, RFE documents the following assumptions:

- 1. Topographic survey is required to perform the work and will be provided by others.
- 2. With the exception of the potential separate EV Parking package, it is assumed that the rest of the construction documents will consist of one set of bid plans and documents. We do not anticipate additional split bid packages (site division, early grading, complex bid alternates, etc.).

EXCLUSIONS

In addition to task-specific exclusions noted above, RFE documents the following exclusions:

- 1. Land-use permitting services (assumed not required)
- 2. Building permit submittals for the new building(s) and other site structures (by GBD)
- 3. Survey work including topographical, easements or property lines, etc. (by others)
- 4. All wetlands, habitat, archaeological, and other environmental work and permitting (assumed not applicable on this previously disturbed and developed site)
- 5. Traffic study
- 6. Site electrical, lighting, low voltage, security (cameras), fence gate controls, etc.
- 7. Retaining walls over 4 feet tall
- 8. Specialty/architectural fencing (chain link is included)
- 9. Water and sanitary sewer improvements (assumed not desired/required)
- 10. Off-site utility extensions (water, sewer, storm, gas)
- 11. All copying and reproduction costs, jurisdictional review fees, SDCs, and similar charges

FEES

Basic Services:

For the scope of services listed above, Robertson Fick Engineering, PC proposes fees of \$71,420.

Reimbursable Expenses:

Reimbursable expenses are not included in the above stated fees, and will be billed as pass-through expenses at cost without mark-up. Includes third-party copies, prints, fees paid, etc.

TERMS OF THE AGREEMENT

Changes to the scope of services or project assumptions that result in significant revisions to our work will be considered additional services. The fee for additional services will be discussed and mutually agreed upon by the client and Robertson Fick Engineering, PC prior to performing those services.

Robertson Fick Engineering will invoice on a monthly basis, with payment due within 30 days. Amounts past due will be subject to interest charges (1% monthly).

If you agree with this proposal, please sign in the space provided and return or email the signed copy to Robertson Fick Engineering.

AUTHORIZATION

BY: _____

TITLE: _____

DATE: _____

COV Chkalov Remodel

Proposed Professional Fees (approximate breakdown)

June 11, 2024



		Professional Fees		
Task	Description	Robertson Engineering	Subconsultant	Total
1	Project Management, Meetings, and Coordination	\$ 8,680		\$ 8,680
2	Permitting	\$ 6,980		\$ 6,980
3	Site Design	\$ 17,000		\$ 17,000
4	Grading and Erosion Control	\$ 7,280		\$ 7,280
5	Site Storm Drainage	\$ 10,240		\$ 10,240
6	Public Street Improvements	\$ 5,480		\$ 5,480
7	Technical Specifications	\$ 2,040		\$ 2,040
8	Cost Estimating Assistance	\$ 3,340		\$ 3,340
9	Construction Services	\$ 10,380		\$ 10,380
<i>Subtotals</i>		\$ 71,420	\$ -	\$ 71,420
		Reimbursables allowance		
		\$ -		
		Mark-up on subconsultants (10%)		
		\$ -		
		Base Total		
		\$ 71,420		

Note: Fee breakdown is approximate and is shown for informational purposes only. The contract shall be based on the total fee proposed for the project. Tasks shall not be accepted or declined on an individual basis without written approval by Robertson Fick Engineering. Fee will be distributed between the tasks as needed as the work is completed based on the actual effort required. Robertson Fick Engineering does not track the work effort on a task-by-task basis.

code bird consulting

June 10, 2024

Proposal ID: GBD / 24-016.01 / Vancouver Chkalov

Michelle Schulz, AIA
Principal, LEED AP
GBD Architects
1120 NW Couch St #300
Portland, OR 97209

Re: Vancouver Chkalov Building Remodel - Building + Fire Code Consulting Fee Proposal

Dear Michelle,

We appreciate this opportunity to provide code consulting services to GBD Architects (Client). The scope of services covered under this proposal includes those requested by you via email on June 3, 2024.

P R O J E C T O V E R V I E W

The Vancouver Chkalov Building is an existing building located in Vancouver, WA. It will be under the jurisdictional review of the City of Vancouver. At 46,000 sf, it is 2 stories constructed of a wood structure with a brick-veneer masonry facade. The proposed tenant improvement includes both floors.

The scope of the project includes remodeling the existing building to include offices for the Fire Marshall, Permit Center, Building Officials, Building Inspectors, and Customer Service Representatives. The building will also include a community room and classroom training space. Minor improvements to the parking lot and secured fleet parking are also proposed.

Code Bird Consulting has been asked to provide support to GBD Architects for code compliance requirements for the site and building program areas. This project will be phased as follows: Phase I – Concept Design, Phase II – Schematic Design, Design Development, Construction Documents, Bidding and Permitting, and Construction Administration.

A P P L I C A B L E C O D E S

The review will be based on the following codes and standards:

- Washington State Building Code, Chapter 51-50 WAC, with Washington State Amendments to the 2021 International Building Code (IBC)
- Washington State Building Code, Chapter 51-54A WAC, with Washington State Amendments to the 2021 International Fire Code (IFC)

S C O P E A N D D E L I V E R A B L E S

The scope of services includes the following:

Phase I

1. Concept Design (*2 months*)

- a. Attend one (1) kick-off meeting with the Design Team.
- b. Provide up to eight (8) hours of addressing questions from or attending meetings with the Design Team, including time for research and discussion on potential strategies for alternate compliance paths. Questions will be addressed in written format for clarity.

Phase II

2. Schematic Design (*3 months*)

- a. Provide one (1) Fire & Life Safety review of Schematic Design (30% design) drawings and provide mark-ups on the drawings in PDF format indicating code clarifications and areas of deficiency, concern, or need for verification.
- b. Provide one (1) written Applicable Codes and Key Issues Memo, developed during the Schematic Design Phase, to be used as the basis of design document for Design Development. If advantageous, identify alternate compliance options for the architect to consider.
- c. Provide up to eight (8) hours of addressing questions from or attending meetings with the Design Team, including time for research and discussion on potential strategies for alternate compliance paths. Questions will be addressed in written format for clarity.

3. Design Development (*3 months*)

- a. Provide one (1) Fire & Life Safety review of Design Development (60% design) drawings and provide mark-ups on the drawings in PDF format indicating code clarifications and areas of deficiency, concern, or need for verification.
- b. Revise Applicable Codes and Key Issues Memo, if necessary, to be used as the basis of compliance document for Construction Documents. This document may also be used for discussion with the Jurisdiction.
- c. Prepare for and attend one (1) meeting with the Jurisdiction to establish compliance framework and streamline code compliance and documentation for the project.
- d. Provide up to twelve (12) hours of addressing questions from or attending meetings with the Design Team, including time for research and discussion on potential strategies for alternate compliance paths. Questions will be addressed in written format for clarity.

4. Construction Documents (3 months)

- a. Provide one (1) Fire & Life Safety review of Code Summary Sheets prepared by GBD Architects for format and content. Provide markups on the drawings in PDF format at the 90% drawing sets for the Construction Documents Phase.
- b. Provide up to twelve (12) hours of addressing questions from or attending meetings with the Design Team. This may include questions from the Design Team, Owner, Contractor, and/or Jurisdiction. Questions will be addressed in written format for clarity.

5. Bidding and Permitting (3 months)

- a. Provide up to twelve (12) hours of addressing questions from or attending meetings with the Design Team. This may include questions from the Design Team, Owner, Contractor, and/or Jurisdiction. Questions will be addressed in written format for clarity.

6. Construction Administration (10 months)

- a. Provide up to ten (10) hours of addressing questions from or attending meetings with the Design Team. This may include questions from the Design Team, Owner, Contractor, and/or Jurisdiction. Questions will be addressed in written format for clarity.

A S S U M P T I O N S A N D E X C L U S I O N S

- A. The project scope, schedule and fee outlined in this specific proposal are valid for 180 days from the date of the proposal. Code Bird Consulting reserves the right to review and adjust project scope, schedule and fee if Client does not approve of the proposal within 180 days.
- B. Code Bird Consulting LLC currently provides the following level of insurance coverage that will be maintained throughout the scope of this proposal.

Professional Liability \$1,000,000 per claim; \$2,000,000 aggregate
- C. Client is responsible for architectural and engineering design services.
- D. Existing buildings are legally permitted structures without any non-compliant conditions (except for those identified prior to us preparing this proposal). The effort required to evaluate and address such conditions shall be additional and compensated at T&M rates included in this proposal.
- E. There are no deficiencies in the buildings that will require existing systems to be upgraded (except for those identified prior to us preparing this proposal). The effort required to evaluate and address such conditions shall be additional and compensated at T&M rates included in this proposal.
- F. The renovation of existing buildings includes no spaces that must remain occupied during construction.
- G. Fire & Life Safety review will include accessible means of egress per Chapter 10 and scoping of accessible areas per Sections 1101 through 1105.
- H. Accessibility review is not included.

- I. The following items will not be included in the Fire + Life Safety code review, but questions regarding code requirements for these items are included and fall under the “Questions” scope. Most items may be included as an additional service, depending on requested scope and/or area of expertise required.
 - a. Accessibility
 - b. Permit Expediting
 - c. Phased design, reviews, permitting, or construction.
 - d. Occupant Safety Plans (code review, assessment, or strategizing for a partially-occupied building during construction)
 - e. Land Use / Zoning
 - f. Validation of Existing Buildings
 - g. Existing Building Code
 - h. URM and Seismic Triggers
 - i. Historical
 - j. Energy Code
 - k. Sustainability
 - l. Green Initiatives
 - m. Acoustics
 - n. Wayfinding / Signage
 - o. Hazardous Materials Assessment
 - p. HMIS/HMMP
- J. Alternate Means and Methods Requests, if required, are not included and can be provided as an additional service. This additional service includes strategizing alternate compliance paths AND prescriptive code interpretations, whether formally submitted or not.
- K. Permit and meeting fees with the Authority Having Jurisdiction are not included. If required, they will be billed as an additional reimbursable expense. Additionally, completion of meeting request worksheets is not included. However, a summary of questions for inclusion with the meeting request packet is included.
- L. Travel outside the Portland Metro Area is not included in this proposal. Travel will be billed on a time and mileage basis as an additional reimbursable expense. Food and lodging will be billed at GSA rates as an additional reimbursable expense.
- M. Any other reimbursable expenses, such as large format scanning and postage, will be billed at cost as an additional reimbursable expense.
- N. If the project scope deviates from what is included in this proposal, additional scope may be authorized by written documentation of consent on a time and materials (T&M) basis or a new proposal may be requested for approval.
- O. Additional work for review of out of sequence work, or prolonged interruption of work, is not included and can be provided as an additional service.

C O S T O F S E R V I C E S

We will provide these services for a **Fixed Fee** of **\$27,500.00**; fees do not include reimbursable expenses.

Code Consulting Services	Fee
Phase I	
1. Concept Design (2 months)	\$2,500.00
Phase II	
2. Schematic Design (3 months)	\$6,500.00
3. Design Development (3 months)	\$7,500.00
4. Construction Documents (3 months)	\$5,500.00
5. Bidding and Permitting (3 months)	\$3,000.00
6. Construction Administration (10 months)	\$2,500.00
TOTAL	\$27,500.00

2024 Labor Classification	Hourly Rate
CODE BIRD CONSULTING LLC: Building + Fire Code Consultant <i>Tanya Wuertz, Founder, Code Analyst</i>	\$200.00 per hour
CODE BIRD CONSULTING LLC: Building + Fire Code Consultant <i>Ayush Vaidya, Code Analyst, Certified Plans Examiner (Building + Fire)</i>	\$175.00 per hour

Thank you for the opportunity to submit a proposal for this project. We look forward to your acceptance. Please send us a purchase order or sign below to authorize us to proceed. Should you have any questions or concerns, please do not hesitate to contact me, Tanya Wuertz, either by email at tanya.wuertz@codebirdconsulting.com or by phone at 303.883.8309.

Tanya Wuertz

Founder / Code Analyst

Signature

Date

CONSULTING AGREEMENT

COMPENSATION

Invoices are due and payable net thirty (30) days, and interest shall accrue at the rate of one and one-half percent (1.50%) per month from the date due. Failure to pay any invoice within the time required shall constitute a material breach of this Agreement. Client will not provide any benefits to Consultant. Credit card transactions are accepted with a 3.75% processing fee. Wire transfer fees will be billed at cost as an additional reimbursable expense.

RELATIONSHIP

Independent Contractor. Consultant will be an independent contractor of Client.

Licenses. Consultant represents to Client that Consultant is not a licensed architect/engineer and is not providing architectural/engineering services as defined by any local, state, or federal agency. Client will be solely responsible for hiring a licensed architect/engineer for such services where necessary.

LIMITED WARRANTY

Warranty. Consultant warrants to Client that the Services will be performed by qualified personnel in a professional manner.

Disclaimer of Warranties. Except for the express warranties in this Agreement, Consultant expressly disclaims all warranties with respect to the Services, express and implied, including but not limited to any warranties that may have arisen or may arise from course of performance, course of dealing, or usage of trade.

LIMITATION OF LIABILITY

Consultant's aggregate monetary liability to Client for any reason and for any and all causes of action, whether in contract, tort, or otherwise, will not exceed the amount that Client has paid to Consultant for the Services during the 12-month period before the cause of action accrued. Consultant will not be liable to Client under any cause of action, whether in contract, tort, or otherwise, for any indirect, special, incidental, consequential, or punitive damages, even if Consultant has been advised of the possibility of such damages. Consultant's price for the Services and Consultant's obligations under this Agreement are consideration for limiting Consultant's liability to Client.

TERMINATION

This Agreement will terminate upon the earliest to occur of the following:

- (a) upon the written agreement of the parties; or
- (b) upon thirty (30) days' written notice by either party; or
- (c) upon notice by Consultant to Client, if Client materially breaches this Agreement and fails to cure the breach within five (5) days after Consultant notifies Client of the breach in writing.

GENERAL

No Assignment. Neither party may assign any right or obligation under this Agreement to any person without the prior written consent of the other party, which the other party may withhold in its sole discretion.

Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

Mediation and Arbitration. Owner and Consultant agree to submit all disputes and claims that arise out of or that relate to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement to a non-binding mediation jointly selected by Owner and Consultant prior to initiating demand for Arbitration. In the event of any such dispute or claim, the parties agree to mediate the dispute or claim with 30 days of written notice to Owner or Consultant of such claim or dispute. The parties shall mutually agree upon the mediator, and the parties shall bear one-half of the cost of the mediation, and shall bear the cost of their own attorney fees. In the event the parties cannot mutually agree upon a mediator, then the parties agree to request the Arbitration Service of Portland, Inc. ("ASP") to assign such mediator.

All disputes and claims not resolved by mediation shall be submitted for arbitration with ASP, and shall be resolved by a single arbitrator assigned by ASP. Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction. The parties shall bear one-half of the cost of the arbitration. The prevailing party shall be entitled to an award of reasonable attorney fees and costs, including the cost of the arbitration.



415 1st Ave, #9671
Seattle, WA 98109
220 NW 8th Ave
Portland, OR 97209

206 259 2990
www.dcwcost.com
WBE WOSB SCS

June 6, 2024

Michelle Schulz
GBD Architects Inc.
1120 NW Couch St, Suite 300
Portland, OR 97209

RE: City of Vancouver, 521 Chkalov Drive Property Remodel

FP-WA-2024-0404

Dear Michelle Schulz,

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 flourish 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 City of Vancouver, 521 Chkalov Drive Property Remodel located at 521 NE Chkalov Vancouver, WA 98684. The cost study scope of work includes costing the design documents.

The intended design package consists of cost planning for the building remodel and parking lot improvements at the Chkalov building property. The scope includes remodeling of the existing 46,000 square foot building at 521 Chkalov Drive including minor improvements to the parking lot and provide secured fleet parking at 619 SE 116th Avenue. The objective is to create office space for various City departments without major renovations to the existing structure. The building will likely house Fire Marshall Offices, Permit Center, Building Officials, Building Inspectors, and Customer Service Representatives. The building will also include a community room and classroom training space. The existing parking lot will provide secure fleet parking with automated gates.

Detailed Scope of Work:

Task 1 Concept Design

- Prepare an opinion of probable construction costs for a maximum of 3 options 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 five 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 30% 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 3 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 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 4 90% 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 Concept Design	36	\$175	\$6,300.00
Task 2 30% Design	40	\$175	\$7,000.00
Task 3 60% Design	48	\$175	\$8,400.00
Task 4 90% Design	36	\$175	\$6,300.00
SUM Total	160		\$28,000.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$28,000**.

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	\$185.00
Specialists	\$175.00- \$185.00
Cost Estimators*	\$165.00 - \$175.00
Clerical	\$110.00
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: GBD Architects Inc.

DATE: 6/6/2024

DATE:

By: Trish Drew

By: Michelle Schulz

Its: Managing Director

Its: Principal




June 10, 2024

Proposal

521 Chkalov Drive Property Remodel

Environmental Graphic Design

Signage & Wayfinding

Attention:

Michelle Schulz, AIA, LEED AP

Principal

GBD Architects

1120 NW Couch Street, Suite 300

Portland, OR 97209

Dear Michelle,

We are thrilled to be invited to submit this proposal for Environmental Graphic Design (EGD) services to address signage and wayfinding as a part of remodeling efforts at the City of Vancouver's 521 Chkalov Drive property in Vancouver, Washington.

As a firm, we are especially passionate about easing navigational experiences and designing both beautiful and functional wayfinding systems that work in harmony with their environments. This project not only aligns with our studio's core tenets, but also offers us the exciting opportunity to once again collaborate on another meaningful project with GBD.

Based on our review of the provided reference material, we've outlined our understanding of the project's scale, scope, and deliverables to assist in describing our proposed fees. Thank you again, and please don't hesitate to reach out if you have any questions or want further clarification on the points that we've outlined in this proposal.

Kind regards,



Marilee Hanks

Managing Director

MHanks@knotstudio.com

Project Understanding

Anderson Krygier Inc., dba Knot Studio (Knot Studio) will contract directly with GBD Architects (GBD) to provide Environmental Graphic Design (EGD) services to address signage and wayfinding needs for the City of Vancouver's 521 Chkalov Drive Property Remodel project in Vancouver, Washington.

The objective of the project is to create office space for various City Departments without major renovations to existing structure and interior environment, remaining department-neutral from long-term flexibility and adaptability.

The signage and wayfinding program is anticipated to be customized to the building's architecture, interior finishes, and flow in order to create cohesion and continuity along the visitor journey.

The project team is anticipated to include GBD and representatives from the City of Vancouver. Proposed meetings are assumed to be virtual unless otherwise described in the proposal.

The EGD scope of work for this project is anticipated to begin in June-July 2024 with construction anticipated to begin Spring 2025.

Scope of Services

Based on our understanding, the signage and wayfinding program is anticipated to include:

A. Wayfinding

Welcome, Orientation, and Path and Destination Support

- Exterior building identification
- Exterior building entry identification
- Directories
- Major directional signs for key destinations and amenities
- Minor directional signs to additional destinations, elevators, and restrooms
- Destination and amenity identification
- Room identification at all offices, conference rooms, amenities, etc.

B. Required by Code

Signs Related to Certificate of Occupancy/Permitting

- Exterior building address
- Signs related to egress, elevators, and stairwells
- Signs identifying mechanical, electrical, and elevator machine rooms
- Identification at restrooms

C. Operational

Signs Related to Fire/Life/Safety, Operations, and Regulations

- Fire / Evacuation route holders and inserts
- Flag identification of AEDs and FECs
- As needed, additional safety and regulatory signs
- As needed, additional entry, operational, and etiquette signs

Process and Deliverables

1 Visioning & Schematic Design

Meetings

- (1) Virtual w/ GBD: Project Kick-off
- (1) Virtual w/ GBD: Coordination Touchpoints
- (1) Virtual w/ City of Vancouver: Stakeholder Presentation

Deliverables

1.1 Visioning & Schematic Design

- Collect and review all relevant project background (i.e. research, architectural drawings, material finishes, budgets, schedules, digital assets, etc.).
- Build understanding and prepare summary of code/governing overlays related to signage.
- Review architectural drawings and assess circulation, accessibility, and visitor flow.
- Develop diagrammatic plans illustrating wayfinding opportunities and constraints.
- Develop preliminary sign location plans and list of placemaking/sign types.
- Develop (2) conceptual frameworks to guide design development.
- Research and compile precedents and/or case studies to illustrate frameworks.
- **Present & Submit:** Visioning & Schematic Design

2 Design Development

Meetings

- (1–2) Virtual w/ GBD: Coordination Touchpoints
- (1) Virtual w/ City of Vancouver: Stakeholder Presentation

Deliverables

2.1 Design Development

- Refine and/or expand schematic sign program and conceptual frameworks.
- Develop preliminary drawings describing sign program intent to further describe a holistic approach to the program design.
- Develop draft specifications.
- Refine sign location plans and develop preliminary message schedule.
- Identify sign types and quantities in support of preliminary budgeting efforts.
- Identify any long lead times and/or other special considerations.
- **Present & Submit:** Design Development

3 Construction Documentation

Meetings

- (2–3) Virtual w/ GBD: Coordination Touchpoints
- (1) Virtual w/ City of Vancouver: Stakeholder Review

Deliverables

3.1 50% Draft Documentation Set

- Procure samples and/or prototypes (as needed).
- Finalize comprehensive sign program extents.
- Further refine and compile specifications, overviews, elevations, detail drawings, location plans, and message schedules.
- Provide budgeting support with refined list of sign types and quantities.
- **Present:** 50% Drawings & Programming Walk-through
- **Submit:** 50% Draft Documentation Set

3.2 100% Final (Bid) Documentation Set

- Conduct a thorough QA/QC review and resolve all redlines and edits.
- Make final refinements to specifications, overviews, elevations, detail drawings, location plans, and message schedules.
- Identify and compile a list of qualified sign fabricators (as needed).
- **Submit:** 100% Final (Bid) Documentation Set

4 Construction Administration

Meetings

- (1) Virtual w/ Fabricator(s): Pre-Construction Meeting
- (as needed) Virtual w/ GBD: Coordination Touchpoints
- (1) On-site: Post-Installation Site Visit

Deliverables

4.1 Submittal Reviews

- Review bids and support the sign fabricator selection process.
- Respond to bidder questions, assist in the evaluation of substitution requests, and issue clarifications (as needed).
- Review shop drawings, prototypes, and sample submittals as provided.
- **Prepare & Submit:** Submittal Reviews

4.2 Production-Ready Art

- Review any field verifications and resulting implications during construction.
- **Prepare & Submit:** Production-Ready Art Files

4.3 Post-Installation Review Summary

- Conduct on-site review to evaluate quality and accuracy of final production and installation.
- **Prepare & Submit:** Post-Installation Review Summary

Fees

Environmental Graphic Design Services

Signage and Wayfinding

1 Visioning & Schematic Design	\$10,650
2 Design Development	\$ 14,950
3 Construction Documentation	\$11,750
4 Construction Administration	\$5,850
Total Fee	\$43,200

Reimbursable Expenses (estimated, NTE)	\$1,800
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Rates

Principal	\$186 / hr
Technical Lead / Subject Matter Expert	\$162 / hr
Senior Associate, Designer / Project Manager IV	\$162 / hr
Associate, Designer / Project Manager III	\$141 / hr
Designer II	\$129 / hr
Emerging Designer I	\$96 / hr

For the purpose of estimating fees, Knot Studio's current hourly billing rates have been included in the table above. Please note that, depending on the timing and duration of the project, Knot Studio reserves the right to increase hourly rates incrementally as may be reasonable and appropriate with annual market adjustments.

Reimbursable Expenses

Approved expenses shall be passed through without markup and may include procurement of materials, graphic assets, fonts, production of prototypes, etc.

Costs for travel will be requested in advance, and upon approval, expenses related to airfare, lodging, mileage, parking, meals, etc. will be passed through without markup.

Assumptions & Clarifications

Production

Knot Studio anticipates that any architectural models and drawings will be received throughout the process as AutoCAD (dwg) or PDF files for use in development. Deliverables described in this proposal will be created using Adobe Creative Suite and submitted in 17" x 11" PDF format for integration with architectural drawing sets.

Billing

The (lump sum) **fixed fee** described in this proposal is based on the scope and process described herein for Environmental Graphic Design services. Progress billings are anticipated to occur monthly on a percent complete basis.

At any time, should the schedule or project requirements change unexpectedly, Knot Studio reserves the right to revise project fees based on new requirements for scope, process, and schedule.

Additional Services

Requests for any effort, service, or work product beyond what is described in this proposal are not included within the fees described. However, with approval of additional proposed fees, Knot Studio is happy to support requests for additional services including (but not limited to):

- Additional design iterations, presentations, and/or submittals beyond those described.
- Additional meetings, site visits, and/or travel requests.
- Design and/or coordination of any additional sign types, graphic elements, and/or documents beyond those described.
- Design modification requests after approval and/or receipt of feedback on the Design Development Set.
- Changes requested after submission of the 100% Final (Bid) Documentation Set.
- Any revisions to completed work due to unanticipated changes in the codes and regulations that occur during the project.
- The creation of temporary signs and/or coordination of others that might provide them.
- Additional, unanticipated coordination during Construction Administration to support a contracted fabricator that is unable to effectively and efficiently deliver the design.
- The preparation of an Operations Manual, Sign Standards Guide, or Record Document Set.

Exclusions

Please note, the following services are excluded from Knot Studio's scope of services:

- Structural, engineering, and/or electrical services for signs.
- Programming, documentation, and/or procurement of illuminated egress signs.
- Sign fabrication and/or installation.
- Obtaining sign permits.
- Coordinating the location of utilities, documenting vision triangles, and/or performing on-site staking.

June 11, 2024

Michelle Shultz
GBD Architects Incorporated
1120 NW Couch St., Suite 300
Portland, OR 97209

RE 521 Chkalov Drive Property and Parking Remodel

Dear Michelle,

Thank you for the opportunity to submit this proposal for the 521 Chkalov Drive Property and Parking Remodel Project.

PROJECT

This project consists of an existing office building with the main entry on the west side facing the parking lot, existing pedestrian paving and landscaping around the perimeter of the building, and screened mechanical and services areas and informal amenity spaces on the east side of the building. The project also includes two parking lots: one immediately adjacent to the building on the west and north sides with a drive aisle on the south side of the building, and a second parking lot located on the other side of SE 116th Avenue from the office building. Both parking lots have some existing landscaping, but neither appear to meet current City of Vancouver code requirements for stormwater, perimeter, or interior landscaping.

SCOPE OF SERVICES

The following is a summary of our understanding of the landscape scope of services. Lango Hansen Landscape Architects (LHLA) will be responsible for above-ground site improvements, including the design of hardscape pedestrian paved areas between the building and the back of curb or right-of-way. LHLA will coordinate with the Civil Engineer for the layout of pedestrian hardscape improvements in the right-of-way and in parking lots, with Civil responsible for the documentation of hardscape improvements in these areas. LHLA will be responsible for landscape plantings, irrigation, planting soil, landscape walls less than 30" in height, and site furnishings. The furnishings may include built-in benches, seating areas, bicycle parking areas, and outdoor amenity spaces associated with the building. LHLA will provide input on grading as it relates to pedestrian and landscape areas, but the Civil Engineer will be responsible for all mass grading, setting finished floor elevations, and all fine grading, including stormwater facilities and utility locations.

LHLA will coordinate with the architect and electrical engineer to select and locate site lighting. The electrical engineer will be responsible for documenting site lighting types, circuitry, footings, and foot-candle studies. We will require a structural review of all retaining walls and custom furnishings (attachments) as necessary.

TASKS

PHASE 1

Lango Hansen will review the existing site conditions, including at least one site visit, and will document conditions that need to be corrected or changed to meet permit, ADA, or other requirements. LHLA will work with project stakeholders to understand requirements for landscaping, irrigation, amenity, and lighting in the project site, and will work with GBD, the Civil Engineer, and Traffic Engineer to study

potential changes to the parking lots. LHLA will coordinate with GBD and other project consultants to provide a report of findings for Site Review.

Based on the Site Review findings, LHLA will provide design services that include up to three concept options that illustrate potential design solutions for landscape areas, including input on cost estimation and potential phasing. LHLA will provide input on parking lot layouts, with documentation of parking lot concepts by other team members. LHLA will attend meetings and provide illustrative material as necessary to convey the design options. Based on feedback from the design team and stakeholders, LHLA will provide a Final Conceptual Landscape Plan with supporting documentation and graphics as required.

Deliverables:

Three Concept Site Plan Options
Final Conceptual Landscape Plan
Support Graphics and Documentation

PHASE 2

As part of 30% Design, Lango Hansen will refine the selected Final Conceptual Landscape Plan. This work may include additional details, sections, plan enlargements, specifications, input on cost estimation, and other information necessary to convey the design intent. Lango Hansen will require structural input by a Structural Engineer for all site walls taller than 30", fencing, and/or custom furnishings and other site elements. We assume that all site grading and vehicular areas will be documented by the Civil Engineer with input from Lango Hansen. We will continue to refine the design and add detail as part of 60% Design, and again as part of 90% Design. Following 90% Design, we will produce complete Permit Set Drawings and Documentation to be submitted to the City. At the end of Permitting, we will produce Final Construction Documents. Deliverables during this phase will include 30%, 60%, 90%, Permit, and Construction Document Submittals. As part of all phases, we will attend regularly scheduled meetings and meet with City officials and stakeholders as necessary.

Deliverables at each milestone:

Hardscape Materials Plans
Layout Plans
Planting Plans
Irrigation Plans
Landscape Details
Specifications

Lango Hansen will provide permitting and contract administration for this project that will include issuing addendums and/or ASI's, answering RFI's, submittal reviews, site visits, and meetings.

Up to 10 site visits during construction, including pre-final and final walkthroughs

Answer Contractor/Agency questions

Prepare addenda as necessary. Review submittals, answer RFI's, prepare ASI's.

FEES:

Phase 1 – Concept	\$19,360
Phase 2 – Design	\$26,475
Phase 2 – Construction	\$11,880

TOTAL **\$57,715**

Reimbursable expenses estimate: \$500

Billing Rates:

Kurt Lango	\$155/hr
Katherine Sheie	\$110/hr
Staff	\$85/hr

Thank you for considering Lango Hansen for this exciting project. Please let me know if you have any questions or comments.

Sincerely,
Lango Hansen Landscape Architects

A handwritten signature in black ink that reads "Katherine Sheie". The script is fluid and cursive, with the first letter of each word being capitalized and prominent.

Katherine Sheie
Senior Associate



TIME ESTIMATE FOR LIGHTING DESIGN AND CONSULTING SERVICES

Chkalov Drive TI
6/11/2024

		Chkalov Drive Office Renovation		Total		
		46,000sf + site improvements (building mounted lighting / landscape lighting)				
		Principal	Designer	Principal	Designer	
Pre-Deisgn				0	0	
Work Plan	N/A	N/A	\$0.00	\$0		
Meetings	N/A	N/A				
Scope Total Per Phase			\$0.00	\$0.00		
Planning & Programming				0	0	
Facility & Site Assessment / Analysis / Data Gathering	N/A	N/A	\$0	\$0		
Planning	N/A	N/A				
Programming	N/A	N/A				
Master Planning	N/A	N/A				
Public / Stake Holder Engagement	N/A	N/A				
Cost Estimating	N/A	N/A				
Meetings	N/A	N/A				
Scope Total Per Phase			\$0.00	\$0.00		
Phase 2 - Preliminary Design, 30% Design (SD)				Aug - Oct 2024	32	0
SD Kick Off Meeting	SEE BELOW	N/A	\$5,600	\$0		
Site Visit	2	N/A				
30% SD Design Plans (in PDF)	20	N/A				
30% Design Narrative (in PDF)	4	N/A				
100SD 26 50 00 Specs	N/A	N/A				
30% Design Meetings	6	N/A				
Scope Total Per Phase			\$5,600.00	\$5,600.00		
Phase 2 - 60% Design, 90% Design (DD/CD)				Oct 2024 - Feb 2025	154	0
60% Design & Documentation (PDF)	20	N/A	\$26,950	\$0		
60% Design Product Research	12	N/A				
60% Design Schedule Documentation	6	N/A				
60% Design Cutsheet Package Documentation	3	N/A				
60% Design 26 50 00 Specifications	4	N/A				
60% Design Preliminary Light Level Verification	6	N/A				
60% Design QA/QC	4	N/A				
90% Design & Documentation (PDF)	24	N/A				
90% Design Cost Estimate Review / Alignment	8	N/A				
90% Deisng Product Research	16	N/A				
90% Design Lighting Schedule Documentation	3	N/A				
90% Design Cutsheet Package Documentation	2	N/A				
90% Design Light Level Verification (Calculations)	16	N/A				
90% Design 26 50 00 Specifications	2	N/A				
100% QA/QC	6	N/A				
Basis of Design Lighting Control Intent Narrative	4	N/A				
Verification Site Visit	2	N/A				
Land use Permit Coordination	N/A	N/A				
Land Use Lighting Calculations & Report Documentation	N/A	N/A				
Land Use Site lighting Product Research and Documentation	N/A	N/A				
60% / 90% Design Meetings	16	N/A				
Scope Total Per Phase			\$26,950.00	\$26,950.00		
Bidding / Permitting				Mar - April 2025	20	0
Permit Set Review / Coordination	10	N/A	\$3,500	\$0		
Energy Code Compliance Documentation (Ltq Only)	6	N/A				
Addenda Documentation	N/A	N/A				
Bidding / Permitting Meetings	4	N/A				
Scope Total Per Phase			\$3,500.00	\$3,500.00		
Phase 2 - 100% Design (Final Design)				May 2025	12	0
Review / Coordination	8	N/A	\$2,100	\$0		
Final Design Meetings / Review	4	N/A				
Scope Total Per Phase			\$2,100.00	\$2,100.00		
Construction Administration				June 2025 - April 2026	39	0
BIM Coordination / NAVISWORKS Clash Detection / Coordination	T&M	N/A	\$6,825	\$0		
Site Visits During Construction	3	N/A				
Changes, COs / PCOs /	N/A	N/A				
RFIs / ASIs / PCOs	16	N/A				
Submittal Review	8	N/A				
Punch List Site Visit & Report Documentation	8	N/A				
Construction Administration Meetings	4	N/A				
Scope Total Per Phase			\$6,825.00	\$6,825.00		
Record Drawings & Close Out Phase					0	0
As-Builds Documentation	N/A	N/A	\$0	\$0		
Draft O&M Review	N/A	N/A				
Final O&M Review	N/A	N/A				
Accent / Art Lighting Focusing	N/A	N/A				
Meetings	N/A	N/A				
Scope Total Per Phase			\$0.00	\$0.00		
Building Commissioning					0	0
Building Commissioning Coordination	N/A	N/A	\$0.00	\$0		
Meetings	N/A	N/A				
Scope Total Per Phase			\$0.00	\$0.00		
LEED Certification					0	0
Sustainable Sites, Light Pollution Credit Documentation	T&M	N/A	\$0	\$0		
Interior Environmental Quality, Lighting Quality (Lighting)	T&M	N/A				
Interior Environmental Quality, Lighting Quality (Lighting Controls)	T&M	N/A				
Lighting Innovation Credit (if applicable)	T&M	N/A				
LEED Meetings (all phases)	T&M	N/A				
Scope Total Per Phase			\$0.00	\$0.00		
Other / Additional Services					12	

Emergency Egress Compliance / Exit Sign Documentation	Included	N/A	\$2,100	\$0
Substitution Review / Vetting*	12	N/A		
On Site Training	T&M	N/A		
Redesign Services (Design Changes after 100% DD)	T&M	N/A		
Startup Services	T&M	N/A		
Project Administration	T&M	N/A		
MockUp Services	T&M	N/A		
Other Mtgs/Review	T&M	N/A		
Scope Total Per Phase		\$2,100.00		\$2,100.00
Total Time Estimate	269	0	269	0
Total Fee per Discipline			\$47,075.00	\$0.00
Grand Total			\$47,075.00	
Hourly Rate:				
Design Principal / Senior Lighting Designer				
\$175.00				
Lighting designer				
\$155.00	\$47,075.00	\$0.00	\$47,075.00	\$0.00
Total Meetings/Review	34	0		34
Meeting/Review % of Total Time	13%	#DIV/0!		13%

* If any substitution requests require re-calculations, this is allowance for light level verification' time

** If special BIM Coordination meetings are required in excess of coordination allowance time in CD phase

Project Assumptions:

- This fee proposal is based on RFQ 14-24-521 and Updated project schedule created by GBD from June 7, 2024.
- Project delivery method shall follow a Design / Bid / Build method.
- All meetings are assumed to be in-person in Portland, OR or via video-conference.
- The Lighting Designer (LD) will begin providing PDF documentation during all phases of the project. Revit documentation will be completed by the Architect.
- LD Revit documentation for lighting design, where applicable, will be to AIA defined Level of Detail (LOD) 200 and provided through the 100% CD deliverable. Lighting Design models backgrounds from LD will show approximate location of fixtures relative to architectural elements. Final dimensioned locations will be provided by the Architect based on input from LD.
- N/A
- Architectural models and drawings provided to LD will include site plans, coordinated interior and exterior plans, building sections, elevations and details as required to provide the necessary coordination between the lighting Design Team and other project disciplines.
- We assume that design direction will be established by the end of 60% Design and any significant design changes after 60% Design may require additional services
- LD will be provided with a budget to design to during schematic design.
 - LD cannot participate in value engineering efforts if a lighting construction budget has not been established and provided to LD prior to starting the design process.
 - Value Engineering Changes: The fees provided in this proposal can accommodate most changes to the design of the Lighting systems due to the Value Engineering (VE) process through the end of the Design Development phase. However, VE design changes made at any time during the project, which require significant re-design and/or coordination re-work (i.e. design and/or coordination work previously approved and completed is no longer valid, or useful, due to the changes) will be identified and an additional service proposal will be presented for approval.
- Cost estimating will be provided by a third-party cost estimator or contractor separately contracted by the Architect or owner. LD will review and provide commentary on lighting construction cost elements and budgeting as requested by the Design Team. LD requires unit cost breakdowns and associated labor broken out separately to evaluate and provide feedback on costs of lighting equipment and systems.
- LD will coordinate with the Electrical Engineer to provide a code compliant design.
- LD are not responsible for any changes made by others to LD's final drawings, specifications and documentation. Changes include, but are not limited to, substitutions of and/or by manufacturers, variations in layouts, quality and quantity and type of lighting and/or control equipment, etc.
- LD are not responsible for any errors, equipment failures or delays caused by manufacturers, contractors, shippers, installers or users.
- All internal elevator cab lighting is assumed to be provided by the elevator manufacturer, as required per code.
- Lighting calculations will include basic computer modeling to verify lighting design assumptions. Lighting calculations are radiance based and provide some basic 3D graphic output, but are not intended to be presentation quality, convey materiality or provide photo realism. Calculations will be based on industry standard 80/50/20 (ceiling, wall, floor) surface reflectance's unless noted otherwise and may vary from final installed light levels depending on final materials, fixtures and controls installed.
- Energy Code Compliance is not guaranteed unless our services include full design and code compliance documentation.

Included Services:

- Conceptual lighting design development
- Up to (36) hours of meetings in Portland metro or virtual area or virtual from SD through CA phases
- PDF plan recommendation layouts from 30% Design through 90% Design
- PDF redlines of archtietctural plans after 90% Design (Permitting / Final Design)
- Schematic lighting design narrative during SD phase for cost estimating
- Preliminary lighting layout for typical spaces during Schematic design phase
- Management and verification of electric light level calculations and recommended construction details
- Emergency egress and exit lighting design
- Lighting fixture selection and documentation
- Outline specifications, section 26 50 00

- Drawings as required to communicate the design intent and to allow the Architect, Project Electrical Engineer and / or Electrical Contractor to incorporate the information into their construction documents
- Coordination with the Architect, Project Electrical Engineer and / or Electrical Contractor
- Control intent coordination with Electrical engineer and or trade partner (Basis of Design Narrative only, during DD)
- Assistance with RFIs
- Submittal review, max. of (2) reviews / rounds
- Cost management / review
- State of Oregon Energy Compliance Forms documentation
- Maximum of (1) site visit during construction for each project
- Final punchlist site visit and report documentation

Deliverables:

- Lighting design narrative for cost estimating during SD phase in PDF format
- Preliminary lighting layout for typical spaces during Schematic Design phase, in PDF format
- Lighting levels assumptions summary for each space type (either in color coded plan diagram or narrative format) in PDF
- Site plan calculations report, if required
- Lighting concepts during DD phase in PDF format, or another suitable format
- A set of lighting design drawings for each milestone (not all drawings might be appropriate / available for each set) in Revit model only:
 - o 2 sets during DD, 3 sets during CD, max.
 - o Interior /Exterior Lighting for each building and applicable level
 - o Lighting symbol legend, if needed
- Luminaire schedule in Excel and or PDF format
- Architectural lighting details coordination review / redlines during CD phase in PDF
- Product cutsheets in PDF
- Lighting specification, section 265000 (CSI 2004 format) in PDF
- Light level study in PDF format for client's review, if necessary
- State of OR Energy Compliance Report for interior and exterior lighting in PDF (controls information to be filled out by engineer)
- Revit model with all lighting design content for architect's and engineer's backgrounds use, LOD 200 level
- Submittal review report, in PDF format
- Site observations report in PDF format
- Final punchlist report in PDF format

Marked up plans may be hand-drawn, PDF markups, Revit or AutoCAD drawings as required.

Excluded Services:

- a) Lighting design services prior to 30% Design phase
- b) Lighting controls design beyond what's outlined in scope of work (NOT included: sequence of operations, coordination, placement, documentation and specification of devices, one line diagram, etc.)
- c) Lighting switching and circuiting
- d) Lighting fixture selection and specification for street and parking lot lighting
- e) Renderings of the proposed lighting design
- f) Weekly team meetings
- g) Testimony or technical support for any public hearing or legal process involving the project
- h) Purchasing and material management
- i) Soliciting and obtaining Energy Trust of Oregon funding and support, if applicable
- j) Documentation in Revit
- k) Custom fixture design
- l) As-builds documentation
- m) Focusing services, unless it occurs during one of the site visits at the appropriate time of day or night
- n) Regular site visits during construction, except as noted in the scope of work
- o) O&M manuals and warranty manuals review
- p) BIM coordination meetings during CA (clash detection meetings, or similar)
- q) Sheets documentation (all information will be provided in Revit to be included in the electrical sheets for construction documents by electrical engineer)
- r) Daylighting design
- s) Addenda documentation
- t) Street lighting design
- u) Lighting Controls shop drawings and submittal review, unless otherwise noted in included services
- v) Services outlined in the scope of work that are not selected as a part of our scope

**CITY OF VANCOUVER - 521 CHKALOV DRIVE
VANCOUVER, WASHINGTON**

**DUE DILIGENCE – ACQUISITION SURVEY
CONSULTING SERVICES PROPOSAL**

JULY 19, 2024

PREPARED FOR:

Michelle A. Schulz, AIA
Principal, LEED AP
MichelleS@gbdarchitects.com
503.548.2379

GBD Architects
1120 NW Couch Street
Suite 300
Portland, Oregon 97209

PREPARED BY:

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971.303.0141

Dominika Calderwood
Senior Project Manager
Dominika.Calderwood@LerchBates.com
720.703.8219

LB Project № 0100054863

I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. (Lerch Bates) agrees to provide GBD Architects (Client) with the following consulting services for the one (1) elevator at 521 Chkalov Drive in Vancouver, Washington:

- A. Conduct on-site review of elevator equipment to determine the type, duty, manufacturer, and date of initial installation and/or modernization.
- B. Check general conditions of equipment, adequacy of maintenance, state of repair, and general appearance of equipment.
- C. Check compliance with prevailing elevator codes and Americans with Disability Act requirements.
- D. Check performance levels of the elevator to determine efficiency and level of adjustment as compared to Lerch Bates standards.
- E. Provide the Client with a written report confirming the survey results. The report will include:
 - 1. General condition of elevator equipment with opinions on remaining service life.
 - 2. Opinions on existing elevator service levels, adjustment, and performance.
 - 3. Overview of existing level of preventive maintenance.
 - 4. Comments on existing preventive maintenance contract coverages and pricing.
 - 5. Compliance with prevailing elevator codes.
 - 6. Compliance with Americans with Disabilities Act Rules 4.10.1 to 4.10.14 and local disabled accessibility requirements.
 - 7. A listing of potential short- and long-term equipment upgrades and modernization recommendations, if any, including retroactive code requirements.
 - 8. If report includes recommendations for equipment upgrades or modernization, provide opinions of probable cost.
 - 9. Photographs of equipment to correspond with report findings.
- F. Meet with Client via teleconference to review the survey and report.

II. FEES AND EXPENSES

- A. The fee will be \$2,200.
- B. Reimbursable Expenses
 - 1. No reimbursable expenses are expected on this project.

III. TERMS AND CONDITIONS

- A. Parties to this Agreement: Lerch Bates Inc. (hereinafter “LB” or “Lerch Bates”) shall proceed based upon the terms and conditions of this Proposal (“the Terms” or “Agreement”), including the Basic Services, Compensation, Reimbursable Expenses, and Terms and Conditions herein, to provide such services to Client (“Client”) for Client’s

proposed scope of work (“Project”). Client shall notify Lerch Bates immediately in writing with any changes to the scope of services or other requested changes prior to commencement of services covered by this Agreement.

- B. **Standard of Care:** Lerch Bates shall perform its services as expeditiously as is consistent with professional care and diligence. Services provided by Lerch Bates in connection with the Project shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing at the same time and under similar circumstances.
- C. **Documents:** All documents furnished by Lerch Bates are Instruments of Service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory and other reserved rights, including the copyright thereto. LB’s Instruments of Service are to be used only for this Project and are not to be modified, distributed, or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents. Upon execution of this Agreement, Lerch Bates grants a worldwide, perpetual, royalty-free, non-exclusive license to use the Instruments of Service for any and all purposes relating to the construction, maintenance, renovation, or other attendant work of the equipment that is the subject of this Agreement.
- D. **Cost Estimates:** Opinions of probable cost, if any, shall be based on training and experience. Lerch Bates does not control contractors’ costs of labor or materials or other conditions affecting market pricing, and accordingly Lerch Bates does not warrant its estimates, or guarantee that contractors’ actual or quoted costs will not vary from LB’s opinions of probable costs.
- E. **Submittal Review:** Lerch Bates review of shop drawings and other submittals shall be for conformance with the general intent of the Lerch Bates documents, and action taken, or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility for submittals shall remain with the contractor or the party preparing said submittals.
- F. **Review of Pay Applications:** Review by Lerch Bates of the contractor’s applications for payment, if any, shall constitute Lerch Bates’ opinion based on its review of the work in progress, but shall neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor’s work.
- G. **Construction Observation:**
 - 1. Lerch Bates shall visit the site at intervals appropriate to the state of construction, or as otherwise agreed to in writing by Client and Lerch Bates, in order to observe the progress and quality of the work completed by Project’s contractor. Such visits and observations shall not be an exhaustive check or a detailed inspection of any contractor’s work but are to allow Lerch Bates to become familiar with the work in progress and to determine, in general, if the applicable Project work is proceeding in accordance with the contract documents. Based on this general observation, Lerch Bates shall keep Client informed about the progress of the work and shall advise Client about observed deficiencies in the work.
 - 2. If Client desires more extensive project observation or full-time project representation, Client shall request that such services be provided by Lerch Bates as Additional Services in accordance with the terms of this Agreement.
 - 3. Lerch Bates shall not supervise, direct, or have control over contractors’ work and shall not have any responsibility for construction means, methods, techniques, sequences, or procedures selected by any contractor, nor for any contractor’s safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the applicable contractor in accordance with the contract documents.
- H. **Services Excluded:** Lerch Bates offers a scope of services that is required for a successful project outcome. Such services are not offered on a phased or a-la-carte basis. In the event Client does not authorize all services offered, Client assumes responsibility for interpretation of the Lerch Bates deliverables.

- I. Force Majeure/Matters Outside Parties' Control: Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation nor responsibility to Client or its employees, guests, customers, suppliers, or vendors, nor any other person whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts, civil or governmental unrest, epidemics or pandemics, natural disasters, and any other cause including those resulting from force majeure.
- J. Consequential Damages: Notwithstanding any other part of this Agreement and to the fullest extent permitted by law, neither Client nor Lerch Bates, their respective employees, agents, or subconsultants, shall be liable to the other Party for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred, whether caused by negligence, breach of contract, express or implied warranty, or any other theory.
- K. Use of Equipment: Except for Lerch Bates' negligence or willful misconduct, Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.
- L. Code Opinions: Client acknowledges that Lerch Bates' recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws, and regulations shall be based on current versions of said authorities in existence at the time of site review and may not reflect versions existing before or after the date of review.
- M. Maintenance: Client acknowledges that preventive and ongoing maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that said preventive or other maintenance is and shall remain solely as Client's responsibility.
- N. Client Information: Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates' services herein; Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate regardless of the original source.
- O. Corporate Protection: Lerch Bates' services in connection with the Project shall not subject individual employees, officers, or directors to any personal liability for risks associated with this Project. Notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against Lerch Bates Inc., a Colorado corporation, and not against any of Lerch Bates' individual employees, officers, or directors.
- P. Limitation of Liability and Indemnity:
 - 1. Client agrees to limit the liability of Lerch Bates and its employees to Client for any and all claims, losses, costs, and damages of any nature whatsoever arising from Lerch Bates work on the Project, including but not limited to additional services not referred to in this Agreement or other contract, so that the total aggregate liability of Lerch Bates and its employees to Client shall not exceed Lerch Bates total fees for work on the Project or \$100,000, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The parties agree that this Limitation of Liability bears a reasonable and proportional relationship to Lerch Bates's fees for the Project.
 - 2. Lerch Bates shall not be liable for Client's employees or agents who accompany Lerch Bates while in or on Client's property. Client agrees to indemnify and hold harmless Lerch Bates, its employees, officers, directors, subsidiaries, and consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which result or arise from, or relate to Client, or an agent or

employee acting on behalf of Client, accompanying Lerch Bates' employees or consultants at any time during Lerch Bates' onsite activities.

3. Client agrees to indemnify and hold harmless Lerch Bates, its employees, and its consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which are asserted by any other party, firm, or individual and which are alleged to result from or be related to this Agreement or the services hereunder, and which exceed the sum of \$100,000, or Lerch Bates fee for the services, whichever is greater.
- Q. Insurance: Lerch Bates shall provide Insurance Certificates to the Client upon request following execution of this Agreement. In the event of insurance cancellation or material alteration, Lerch Bates shall provide thirty (30) days' written notice to Client. Client shall add Lerch Bates Inc. as an Additional Insured on Client's General Liability and Umbrella policies and shall provide Lerch Bates with an insurance certificate that includes such coverage.
- R. Invoice Payment, Interest on Unpaid Amount and Disputed Invoices: Lerch Bates shall submit progress invoices which are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month, which will be calculated from the invoice date. Furthermore, if the Client has not objected to the invoice, as provided for below, and the invoice is more the sixty (60) days outstanding, Lerch Bates may proceed immediately to collection of the invoice without mediation as a condition precedent. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
1. Lerch Bates shall be compensated to the extent that Lerch Bates' services are requested, directed, and provided regardless of project schedule or Client's billing arrangement with Owner.
 2. If the Client objects to any portion of an invoice, the Client shall so notify Lerch Bates in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
 3. Any dispute over invoiced amounts due which the Client has objected to and cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the following Disputed Invoice Resolution process:
 - a. A demand for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.
 - b. The other party shall deliver a written response to the party demanding mediation within seven (7) calendar days of receipt of the demand for mediation indicating that the other party agrees to mediate.
 - c. Should the other party fail to provide a written response to the demand for mediation within the seven (7) day period, the requirement of mediation as a condition precedent under these Terms and Conditions shall be deemed waived, and Lerch Bates may proceed directly with the filing of a civil complaint in a court of competent jurisdiction.
- S. Additional Services: Lerch Bates' services exceeding the scope of the basic services shall be considered additional services and will be provided based upon a mutually agreeable fee and terms.
- T. Collection Costs: Should litigation or arbitration be necessary to collect any portion of amounts due Lerch Bates for work on the Project, Lerch Bates shall also be entitled to all costs of collection, including reasonable attorneys' and expert fees and costs.
- U. Mediation:

1. Client and Lerch Bates agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as a pre-condition to litigation or arbitration.
 2. Client and Lerch Bates further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers, and fabricators.
- V. Termination of Services: Lerch Bates reserves the right, in its sole reasonable discretion, to terminate this Agreement upon thirty (30) days' notice for any reason. Lerch Bates may, at its option, suspend work in the event payments are not received and shall have no liability for any delay caused thereby.
- W. Extent of Agreement: This Agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes all understandings and agreements between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.
- X. This Agreement shall be governed by the state laws of Colorado and Douglas County and all actions pertaining to or arising out of this Agreement shall be filed in said jurisdiction.
- Y. If applicable, Lerch Bates and Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- Z. This proposal expires sixty (60) days from the submission date.

FOR: GBD ARCHITECTS

FOR: LERCH BATES INC.

ACCEPTED

ACCEPTED

BY: _____

BY:  _____

Chris Amistadi

TITLE: _____

TITLE: Consultant

DATE: _____

DATE: July 19, 2024

With an accepted contract we request that you complete the following information and return:

Project Name:	
Internal Project #:	
P.O. No.:	
Bill to Person or Project Manager:	
Phone	
Email	
Billing Address:	
Project Billing Schedule?	If a project billing schedule exists, please provide
Accounts Payable Contact:	
Phone:	
Email Address:	
Insurance Certificate:	Blanket COI attached on next page (If specific COI is required then please send requirements or Addt'l insured)
Lien Waivers Required:	
Expenses Billable:	
Other Instructions:	

Staff Report: 172-24

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Approval of Land Parcel Exchange with Vancouver Public Facilities District to Facilitate the Expansion of the Convention Center

Key Points

- The City, Downtown Redevelopment Authority, and Vancouver Public Facilities District (PFD) have partnered together for over 20 years to develop, manage, and operate the Vancouver Convention Center.
- All four parcels of land south of the current footprint of the Convention Center have been acquired by the City and the Vancouver PFD for the purpose of the eventual extension of the Convention Center to the south.
- There is a shared vision to expand the Convention Center to the south over what is now the Weber Building, which will require an underground public parking structure to be built underneath the Weber properties and the two properties to the South. The parking structure will likely accommodate the future development on the two south properties.
- Future expansion of the Convention Center will likely be funded by the expansion of the State Sales Tax credit for an additional 15-year time period, as allowed by state law, with the local match of the currently dedicated to the Convention Center debt lodging tax revenues. State law requires the PFD to own the land underneath the expanded Convention Center to be eligible to extend the sales tax credit.
- The City would acquire the rights to develop the two southernmost parcels, potentially in a manner that compliments the convention center and adjacent waterfront gateway development.
- To best facilitate the arrangement, Staff recommends exchanging ownership of parcels so that the PFD owns the two northernmost parcels and the City owns the southernmost parcels.
- The exchange parcels have comparable value.

Strategic Plan Alignment

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

Present Situation

The Vancouver Convention Center is located within the Vancouver Hilton at 301 West 6th Street in downtown Vancouver. The land is owned by the Vancouver Public Facilities District, a public corporation created by the Council in 1999 for the purposes of acquiring, constructing, operating, promoting, and financing a special events center.

There are four parcels situated to the south of the convention center: three of which are owned by the City and one of which is owned by the PFD.

The parcels were acquired by the City and the Vancouver PFD (VPFD) to accommodate the eventual

expansion of the Convention Center to the South. State law has changed in 2017, allowing the public facilities districts to extend the sales tax credit that is currently matched by the lodging tax, supporting the debt service on the Convention Center-related bonds. The VPFD is willing to use the extension of the sales tax credit as a potential funding source for the expansion of the Convention Center, remodel of the current Convention Center, and building an underground parking structure to support the development. Various options were considered to facilitate the vision of the Convention Center expansion, ultimately landing on a property exchange in which the VPFD would convey the parcel to the south to the City in exchange for the two parcels immediately adjoining the current footprint of the Convention Center. This land exchange best facilitates the actual design and expansion of the Convention Center while enabling the City to control design and future development of the two southernmost parcels in a manner that compliments the convention center and adjacent waterfront gateway development. The Downtown Redevelopment Authority (DRA) is anticipated to manage the design and expansion on the VPFD land.

Of note, there are certain restrictions on the title of the property the city will be accepting as part of this transaction. These include conditions, covenants, & restrictions (CCRs) put in place by a now administratively dissolved limited liability company (Downtown Vitality Partners) that required environmental remediation to be completed by July 8, 2006. Staff are currently working to determine whether this occurred as required. Regardless, realizing the vision for these properties will require these issues to be resolved at City expense.

City staff recommends supporting the land swap and working together with the VPFD and DRA on the eventual expansion of the Convention Center and construction of the underground parking structure to facilitate the development.

Advantage(s)

Better aligns land ownership with the City vision for these parcels.

Challenge(s)

None, as the City and VPFD are jointly working towards fulfillment of the vision for the development of these two properties. However, the parcel being transferred from the VPFD to the City comes with some potential title issues as explained above.

Budget Impact

This is a transaction with no financial remuneration. There will be some minimal transaction costs, including recording fees, associated with this transaction. The 2023-24 Biennial budget has a sufficient appropriation to cover these fees.

Prior Council Review

Council workshop on 8/26 on the updated feasibility of the Performing Arts Center

Action Requested

Authorize the City Manager, City Attorney, and/or designee(s) to execute attached Real Estate Purchase and Sale Agreement (REPSA) and corresponding Memorandum of Understanding (Exhibit C to REPSA).

Staff Contact

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

Attachments:

1. Real Estate Purchase & Sale Agreement (with Proposed Memorandum of Understanding)
2. Map - Current Parcel Ownership
3. Map - Parcel Ownership Post Land Swap

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between the VANCOUVER PUBLIC FACILITIES DISTRICT, a Washington body corporate organized and created under chapter 35.57 RCW, having a business address at 415 W. 6th Street, Vancouver, Washington 98660 (“VPFD”), and the CITY OF VANCOUVER, a Washington municipal corporation of the first class, having a business address of 415 W. 6th Street, Vancouver, Washington 98660 (“CITY”).

Intending to be legally bound hereby, VPFD and CITY agree as follows:

I. RECITALS

WHEREAS, VPFD is the owner of that certain improved real property consisting of the land containing approximately 0.51 acres located in Clark County, Washington at 318 West 4th Street, Vancouver, Washington with the property identification number 48790000 and the abbreviated legal description WEST VANCOUVER ADJ LOTS 3 - 6, #B LOT 4 BLK 25, #2 LOT 1 BLK 27, as more particularly described in the legal description provided on Exhibit A, together with all buildings and other improvements located on the land, together with all rights (including air rights, development rights, entitlements, and reversionary rights), privileges, easements, and appurtenances thereunto belonging or appurtenant thereto or for the benefit thereof, and all right, title, and interest (if any) of VPFD in and to any streets, alleys, passages, strips, or gores of land between the land and abutting or adjacent properties or other rights-of-way or appurtenances included in, adjacent to, or used in connection with such land, and all right, title, and interest of VPFD in all mineral rights appurtenant to such land (collectively referred to herein as “Southwest Property”); and

WHEREAS, CITY is the owner of that certain improved real property consisting of the land containing approximately 0.23 acres located in Clark County, Washington at 400 Columbia Street, Vancouver, Washington with the property identification number 48750000 and the abbreviated legal description WEST VANCOUVER LOT 7 & 8 BLK 24, as more particularly described in the legal description provided on Exhibit B, together with all buildings and other improvements located on the land, together with all rights (including air rights, development rights, entitlements, and reversionary rights), privileges, easements, and appurtenances thereunto belonging or appurtenant thereto or for the benefit thereof, and all right, title, and interest (if any) of CITY in and to any streets, alleys, passages, strips, or gores of land between the land and abutting or adjacent properties or other rights-of-way or appurtenances included in, adjacent to, or used in connection with such land, and all right, title, and interest of CITY in all mineral rights appurtenant to such land (collectively referred to herein as “Northeast Property”); and

WHEREAS, CITY is the owner of that certain improved real property consisting of the land containing approximately 0.33 acres located in Clark County, Washington with the property identification number 48740000 and the abbreviated legal description WEST VANCOUVER LOT 5 & 6 BLK 24, as more particularly described in the legal description provided on Exhibit

B, together with all buildings and other improvements located on the land, together with all rights (including air rights, development rights, entitlements, and reversionary rights), privileges, easements, and appurtenances thereunto belonging or appurtenant thereto or for the benefit thereof, and all right, title, and interest (if any) of CITY in and to any streets, alleys, passages, strips, or gores of land between the land and abutting or adjacent properties or other rights-of-way or appurtenances included in, adjacent to, or used in connection with such land, and all right, title, and interest of CITY in all mineral rights appurtenant to such land (collectively referred to herein as “Northwest Property”); and

WHEREAS, herein the Northeast Property and Northwest Properties will be collectively referred to as “North Properties”; and

WHEREAS, because this Agreement creates an intergovernmental transfer of real property between the CITY and the VPFD, pursuant to Vancouver Municipal Code (VMC) Section 3.30.020(B)(3), the Properties are not subject to the application of chapter 3.30 VMC governing disposition of City owned surplus real property; and

WHEREAS, the VPFD is the owner of real property on which the Vancouver Convention Center is sited, and both the City and VPFD envision an expanded Convention Center; and

WHEREAS, both government entities believe the land swap described and provided for herein provides the most effective and efficient way to accomplish the vision of an expanded Convention Center;

II. AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, VPFD and CITY hereby agree as follows:

1. Conveyance of Northwest Property and Northeast Property. On and subject to the terms and conditions set forth in this Agreement, and in consideration for the conveyance from VPFD to CITY as described in the following paragraph, CITY shall sell, convey, transfer, and deliver to VPFD the North Properties as described above.

2. Conveyance of Southwest Property. On and subject to the terms and conditions set forth in this Agreement, and in consideration for the conveyance from CITY to VPFD as described in the foregoing paragraph, VPFD shall sell, convey, transfer, and deliver to CITY the South Property as described above.

3. Closing. The closing and consummation of this transaction (the “Closing”) will be concluded by the Escrow Agent and shall take place at the office of the Escrow Agent on or before October 31, 2024.

4. Title and Survey Matters: The parties jointly acknowledge that each party currently owns a fee simple interest in each parcel of land it is conveying as well as any exceptions to title as outlined in the Title Reports obtained at the CITY's expense, copies of which are attached hereto as Exhibits D and E. The parties hereby knowingly, voluntarily, and intelligently waive any exceptions to Title and will work in the future to clear any exceptions on title impacting the receiving party's ability to develop consistent with the vision expressed in the attached Memorandum of Understanding (Exhibit C).

5. Conveyance.

(a) On the Closing Date, CITY shall convey to VPFD fee simple title to the North Properties by a duly executed and acknowledged Statutory Bargain and Sale Deed, to be prepared by the Escrow Agent.

(b) On the Closing Date, VPFD shall convey to CITY fee simple title to the Southwest Property by a duly executed and acknowledged Statutory Bargain and Sale Deed, to be prepared by the Escrow Agent.

6. Representations and Warranties.

(a) CITY Representations and Warranties. CITY hereby makes the following representations and warranties, which representations and warranties shall be deemed made by CITY to VPFD also as of the Closing Date:

(i) Authorization. CITY 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 CITY and the execution, delivery and performance of this Agreement by CITY is, (A) within the powers of CITY as a municipal corporation; (B) does not and will not violate any provisions of any law, rule, regulation, order, writ, judgement, decree, award or contract to which the CITY is a party or which is presently in effect and applicable to CITY; and (C) this Agreement constitutes the legal, valid, and binding obligation of CITY enforceable against CITY in accordance with the terms hereof;

(ii) Waiver of Seller Disclosures. To the extent permitted under RCW 64.06.010(7), CITY hereby expressly waives receipt of a Seller Disclosure Statement required by VPFD under RCW 64.06.013 with respect to the South Property.

(iii) Parties in Possession. There are no parties or trespassers in possession or which have a right to possession of all or any portion of the North Properties, and there are no leases, licenses, or encroachments affecting the North Properties;

(iv) Foreign Person. CITY is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to VPFD prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code;

(v) Option to Acquire Premises. No person or entity has any right of

first refusal or option to acquire any interest in the North Properties or any part thereof, and CITY has not sold or contracted to sell the North Properties or any portion thereof or interest therein other than as set forth herein;

(vi) Hazardous Substances. To CITY's knowledge, neither the Northwest Property nor Northeast Property is not in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon. Moreover, to CITY's knowledge, CITY has not caused to be present any hazardous waste or other substance, including but not limited to those that would be a hazardous waste, material or substance, toxic substance, gas or pollutant under any applicable local or state environmental ordinance, statute, law, rule or regulation, on or about the North Properties. To CITY's knowledge, there are no underground storage tanks on, in or under the North Properties;

(vii) Condemnation. To CITY's knowledge, there exists no pending or threatened condemnation or other legal actions affecting either the Northwest Property or Northeast Property the conveyance thereof to VPFD;

(viii) Violations. CITY has received no written notice of and has no knowledge of any violations or investigations of violations of any applicable laws or ordinances affecting the North Properties that have not been corrected or resolved;

(ix) CITY ACKNOWLEDGES AND ACCEPTS THAT VPFD MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SOUTHWEST PROPERTY. CITY ACKNOWLEDGES THAT CITY WAS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE SOUTHWEST PROPERTY AND ANY ASSOCIATED DOCUMENTS OR AGREEMENTS PROVIDED BY VPFD TO CITY GOVERNING THE SOUTH PROPERTY. CITY AGREES THAT BY PURCHASING THE SOUTHWEST PROPERTY, CITY IS AGREEING TO PURCHASE THE SOUTHWEST PROPERTY AND TAKE TITLE AND POSSESSION OF THE SOUTH PROPERTY AT CLOSING (SUBJECT TO THE FOREGOING CONTAINED IN THIS PARAGRAPH) IN ITS "AS IS" CONDITION AND STATE OF REPAIR.

(b) VPFD's Representations. VPFD warrants and makes the following representations to CITY:

(i) Authorization. VPFD 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 VPFD and VPFD will submit to CITY appropriate documentation demonstrating such authority and the execution, delivery and performance of this Agreement by Buyer is, (A) within the powers of VPFD as a Washington body corporate; (B) has been duly authorized by all necessary corporate action of the VPFD; (C) 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 VPFD; and (D) this Agreement constitutes the legal, valid, and binding obligation of VPFD enforceable against VPFD in accordance with the terms hereof.

(ii) To the extent permitted under RCW 64.06.010(7), VPFD hereby expressly waives receipt of a Seller Disclosure Statement required by CITY under RCW 64.06.013 with respect to the Northwest Property and Northeast Property.

(iii) Parties in Possession. There are no parties or trespassers in possession or which have a right to possession of all or any portion of the Southwest Property, and there are no leases, licenses, or encroachments affecting the Southwest Property;

(iv) Foreign Person. VPFD is not a foreign person and is a “United States Person” as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the “Code”) and shall deliver to CITY prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code;

(v) Option to Acquire Premises. No person or entity has any right of first refusal or option to acquire any interest in the Southwest Property or any part thereof, and VPFD has not sold or contracted to sell the Southwest Property or any portion thereof or interest therein other than as set forth herein;

(vi) Hazardous Substances. To VPFD’s knowledge, the Southwest Property is not in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon. Moreover, to VPFD’s knowledge, VPFD has not caused to be present any hazardous waste or other substance, including but not limited to those that would be a hazardous waste, material or substance, toxic substance, gas or pollutant under any applicable local or state environmental ordinance, statute, law, rule or regulation, on or about the Southwest Property. To VPFD’s knowledge, there are no underground storage tanks on, in or under the Southwest Property;

(vii) Condemnation. To VPFD’s knowledge, there exists no pending or threatened condemnation or other legal actions affecting either the Southwest Property the conveyance thereof to CITY;

(viii) Violations. VPFD has received no written notice of and has no knowledge of any violations or investigations of violations of any applicable laws or ordinances affecting the Southwest Property that have not been corrected or resolved;

(ix) VPFD ACKNOWLEDGES AND ACCEPTS THAT CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE NORTH PROPERTIES. VPFD ACKNOWLEDGES THAT VPFD WAS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE NORTH PROPERTIES AND ANY ASSOCIATED DOCUMENTS OR AGREEMENTS PROVIDED BY CITY TO VPFD GOVERNING THE NORTH PROPERTIES. VPFD AGREES THAT BY PURCHASING THE NORTH PROPERTIES, VPFD IS AGREEING TO PURCHASE THE NORTH PROPERTIES AND TAKE TITLE AND POSSESSION OF THE NORTH PROPERTIES AT CLOSING (SUBJECT TO THE FOREGOING

CONTAINED IN THIS PARAGRAPH) IN ITS “AS IS” CONDITION AND STATE OF REPAIR.

7. Closing.

(a) Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 5 of this Agreement. 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) recorded on behalf of CITY the Deed for the South Property; (b) recorded on behalf of VPFD the Deed for the Northwest Property; (c) recorded on behalf of VPFD the Deed for the Northeast Property; (d) issued or authorized the issuance of the Title Policy referenced in Section 4(d) of this Agreement; and (e) complied with all other escrow instructions of VPFD and/or CITY imposed as a condition of Closing.

(b) Mutual Condition of Closing. As a condition of closing, the Parties will execute a separate Memorandum of Understanding in substantially the form as Exhibit C hereto.

(c) Closing Documents. For and in consideration of, and as a condition precedent to Closing, the parties shall deliver the following items (all of which shall be duly executed and acknowledged where required) to the Escrow Agent:

(i) Items to be Delivered by CITY:

A. Deed to Northwest Property. The Deed in recordable form and otherwise in form and substance reasonably acceptable to VPFD containing the legal description of the Northwest Property in such form as will convey to VPFD a good and marketable title in fee simple to the Northwest Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions;

B. Deed to Northeast Property. The Deed in recordable form and otherwise in form and substance reasonably acceptable to VPFD containing the legal description of the Northeast Property in such form as will convey to VPFD a good and marketable title in fee simple to the Northeast Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions;

C. Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, and indemnification agreements as shall be reasonably required by the Title Company as a condition to its insuring VPFD’s good and marketable fee simple title to the Northeast Property and Northwest Property free of any exceptions;

D. Excise Tax Affidavit. Excise tax affidavits for filing with the Clark County Auditor at the time of recording the Deeds;

E. FIRPTA Affidavit. The affidavit of non-foreign status described in Section 8(a)(iv) of this Agreement, as required by federal tax law;

(ii) Items to be Delivered by VPFD.

A. Deed to Southwest Property. The Deed in recordable form and otherwise in form and substance reasonably acceptable to CITY containing the legal description of the Southwest Property in such form as will convey to CITY a good and marketable title in fee simple to the Southwest Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions;

B. Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, and indemnification agreements as shall be reasonably required by the Title Company as a condition to its insuring CITY's good and marketable fee simple title to the Northeast Property and Northwest Property free of any exceptions;

C. Excise Tax Affidavit. An excise tax affidavit for filing with the Clark County Auditor at the time of recording the Deed;

D. FIRPTA Affidavit. The affidavit of non-foreign status described in Section 8(b)(iv) of this Agreement, as required by federal tax law;

(d) Payment of Costs. CITY and VPFD shall pay their own respective costs incurred with respect to this Agreement and the consummation of the purchase and sale of the Property including, without limitation, their own respective attorneys' fees. Notwithstanding the foregoing:

(i) With respect to North Properties:

- A. VPFD shall pay all recording fees;
- B. VPFD and CITY shall each pay one-half of the escrow fees;
- C. CITY shall pay any real estate excise tax due on the transaction(s).

(ii) With respect to the Southwest Property:

- A. CITY shall pay all recording fees;
- B. CITY and VPFD shall each pay one-half of the escrow fees;
- C. VPFD shall pay any real estate excise tax due on the transaction.

(e) Real Property Taxes, Assessments, and Utility Charges. CITY and VPFD are exempt from paying real property taxes. Any assessments and/or utility charges against the Properties will be pro-rated between CITY and VPFD at Closing.

(f) Monetary Liens: North Properties. CITY shall pay or cause to be satisfied at or prior to Closing all monetary liens created by or arising through CITY or otherwise on or with respect to all or any portion of the North Properties, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

(g) Monetary Liens: Southwest Property. VPFD shall pay or cause to be satisfied at or prior to Closing all monetary liens created by or arising through VPFD or otherwise on or with respect to all or any portion of the Southwest Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

8. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, “notices”) shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

TO CITY:

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Linda Carlson, Property Management Specialist

TO VPFD:

Vancouver Public Facilities District
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Natasha Ramras, Executive Director

WITH A COPY TO:

City of Vancouver
City Attorney's Office
PO Box 1995
Vancouver, WA 98668-1995

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

9. Survival of Representations and Warranties. All representations and warranties of the parties contained in this Agreement shall survive the Closing for a period of one (1) year. 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.

10. Default/Termination. In the event of a default or termination under this Agreement by either party, the escrow will be terminated, all documents will be returned to the party who deposited them except as otherwise provided herein, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

11. Possession. CITY shall be entitled to exclusive possession of the Southwest Property on Closing. VPFD shall be entitled to exclusive possession of the Northwest Property and Northeast Property on Closing.

12. Miscellaneous.

(a) Applicable Law and Venue. This Agreement shall in all respects, be governed by the laws of the State of Washington, and any action at law or equity to enforce or interpret its terms shall be filed in the Superior Court, Clark County, Washington.

(b) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

(c) Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

(d) Assignment. This Agreement may not be assigned without the prior written consent of all parties.

(e) Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(c) Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

(d) Assignment. This Agreement may not be assigned without the prior written consent of all parties.

(e) Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(f) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

(g) Interpretation. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any party or its counsel. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

(h) Counterparts. This Agreement may be signed in counterparts and all of such counterparts when properly executed by the appropriate parties thereto together shall serve as a fully executed document, binding upon the parties.

(i) Material Casualty Loss or Condemnation. In the event all or a material part of the Properties is damaged or destroyed or is taken by eminent domain prior to the Closing Date, either party may elect to terminate this Agreement prior to the Closing Date by written notice to the other.

(j) Saturday, Sunday and Legal Holidays. If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Dated as of the date first written above.

CITY OF VANCOUVER

By: _____
Eric Holmes, City Manager

APPROVED AS TO FORM:

By: _____
Jonathan Young, City Attorney

VANCOUVER PUBLIC FACILITIES DISTRICT

By: _____
Natasha Ramras, Executive Director

APPROVED AS TO FORM:

By: _____
Daniel G. Lloyd, Assistant City Attorney
Counsel for VPFD

EXHIBIT A

LEGAL DESCRIPTION OF THE SOUTHWEST PROPERTY

A portion of Lot 1, Block 27 and Lot 4, Block 25 and a portion of the vacated street between said Blocks 25 and 27, WEST VANCOUVER, according to the plat thereof, recorded in Book "B" of plats, page 40, records of Clark County, Washington, describe as follows:

BEGINNING at a point in the North line of Said Lot 1 that is South $89^{\circ} 18' 41''$ East a distance of 23.1 feet from the Northwest corner of said Lot 1; thence South $0^{\circ} 47' 12''$ West a distance of 52.26 feet; thence South $89^{\circ} 18' 41''$ East a distance of 52 feet; thence North to a point 50 feet South of the South Line of 4th Street; thence East parallel with the North line of said Lot 4 to an intersection with the East line of said Lot 4; thence North along the East line 50 feet to the North line of said Lot 4; thence West along said North line and the South line of said 4th Street a distance of 152 feet, more or less to the True Point of Beginning.

EXHIBIT B

LEGAL DESCRIPTION OF THE NORTH PROPERTIES

Lots 5, 6, 7 and 8, Block 24, West Vancouver, an Addition to the City of Vancouver, Washington, according to the plat thereof, recorded in Volume "B" of Plats, Page 040, records of Clark County, Washington.

TOGETHER WITH that portion of Daniels Street as vacated by operation of law, and described under Auditor's File No. 8301060002.

TOGETHER WITH all of West 4th Street lying North of said vacated Daniels Street and Lots 3 and 4, Block 25 of West Vancouver, Volume B, Page 40, effective upon the vacation thereof as more fully set forth in that Vacation Ordinance M-3791 and as recorded in Auditor's File No. 4390033.

EXHIBIT C

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VANCOUVER, WASHINGTON AND VANCOUVER PUBLIC FACILITIES DISTRICT For Parcels 48760000 and 48790000

This Memorandum of Understanding (“MOU”) entered into this ___ day of _____, 20___ between City of Vancouver (“City”), a municipal corporation formed under the laws of the State of Washington, and the Vancouver Public Facilities District (“VPFD”), a Washington body corporate organized and created under chapter 35.57 RCW, and jointly hereinafter referred to as the “Parties.”

WHEREAS, the Parties executed a Real Estate Purchase and Sale Agreement in 2024 (“REPSA”);

WHEREAS, the REPSA led to the VPFD becoming owner in fee simple of the real property consisting of the land containing approximately 0.23 acres located in Clark County, Washington at 400 Columbia Street, Vancouver, Washington with the property identification number 48750000 and the abbreviated legal description WEST VANCOUVER LOT 7 & 8 BLK 24 (hereinafter “Northeast Property”), and of the land containing approximately 0.33 acres located in Clark County, Washington with the property identification number 48740000 and the abbreviated legal description WEST VANCOUVER LOT 5 & 6 BLK 24 (hereinafter “Northwest Property”);

WHEREAS, the REPSA led to the CITY becoming owner in fee simple of real property consisting of the land containing approximately 0.51 acres located in Clark County, Washington at 318 West 4th Street, Vancouver, Washington with the property identification number 48790000 and the abbreviated legal description WEST VANCOUVER ADJ LOTS 3 - 6, #B LOT 4 BLK 25, #2 LOT 1 BLK 27 (hereinafter “Southwest Property”);

WHEREAS, both before and after the REPSA, the CITY is the owner in fee simple of real property consisting of land approximately 0.46 acres located in Clark County, Washington at 390 Columbia Street, Vancouver Washington with the property identification number 48760000 and the abbreviated legal description WEST VANCOUVER ADJ LOTS 1, 2, 7 & 8 BLK 25 (“hereinafter “Southeast Property”);

WHEREAS, the purpose of the REPSA was to facilitate expansion of the Vancouver Convention Center into the parcels now owned by VPFD;

WHEREAS, the aforementioned expansion is contingent upon the construction and operation of an underground parking structure under either or both of the Southeast and/or Southwest Properties;

WHEREAS, the VPFD’s ownership of the Northeast and Northwest Properties is

necessary to expand the Convention Center due to certain financing laws;

WHEREAS, it is unclear at this time what the best property transfer would be vis-à-vis the Southwest and Southeast Properties to facilitate both the construction of an underground parking structure as well as any development above ground;

WHEREAS, the Parties intend that the CITY retain all development rights for building above ground on both the Southeast and/or Southwest Properties, regardless of whether an underground parking structure is constructed;

NOW, THEREFORE, be it understood that the Parties agree to undertake the following:

1. The Parties have a mutual interest in the expansion of the Convention Center, which will increase revenue and exposure of the City of Vancouver. The VPFD's ownership of the land on which the Convention Center is sited is necessary for its continued operation, which is why the VPFD should own the land on which the expanded Convention Center will be located, to wit: the Northeast and Northwest Properties.

2. It is anticipated that by the end of 2026, a plan will be developed to construct an underground parking structure of multiple levels attached and underneath an expanded Convention Center which will extend onto and underneath the Southeast Property. The parking lot will service the expanded Convention Center as well as the public.

3. At the same time, the Parties recognize the CITY's interest in allowing development above ground on both the Southeast Property and Southwest Property to make the best use of that land.

4. The Parties intend to negotiate and finalize in good faith whatever land transaction will best facilitate the construction of the aforementioned underground parking structure construction while still reserving the CITY's ability to facilitate any and all development above ground on the Southwest and Southeast Properties.

5. The Parties agree that if construction on the aforementioned underground parking structure does not commence on or before December 31, 2034, this Memorandum of Understanding shall become null and void.

EXHIBIT D

Title Report: SW Property

ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



Fidelity National Title

COMPANY OF WASHINGTON, INC.

Commitment Number:

612896065

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Phil Archer

Authorized Officer or Agent

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Luke Bennier Fidelity National Title Company of Washington, Inc. 655 W. Columbia Way, Suite 200 Vancouver, WA 98660 Phone: 360-624-1046 Fax: 877-675-5393 Main Phone: (360)750-3686 Email: Luke.Bennier@fnf.com	City of Vancouver 415 W 6th Street Vancouver, WA 98660

Order Number: 612896065

SCHEDULE A

1. Commitment Date: August 9, 2024 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 w-WA Mod

Proposed Insured: City of Vancouver, a municipal corporation of the State of Washington

Proposed Amount of Insurance: \$10,000.00

The estate or interest to be insured: Fee Simple

Premium: \$ 249.00

Tax: \$ 21.66

Rate: General Schedule Standard

Work Charge (includes Tax): \$ 326.10

Total: \$ 596.76

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our schedule. The fee will be a minimum of Fifty And No/100 Dollars (\$50.00) plus tax.

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, [vested in:](#)

Vancouver Public Facilities District, a Washington corporation

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 048790000

That portion of Lot(s) 3, 4, 5, and 6, Block 25, WEST VANCOUVER, according to the plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, lying Northerly of the Northerly right-of-way line of Phil Arnold Way.

TOGETHER WITH that portion of vacated Daniels Street which attaches thereto by operation of law.

TOGETHER WITH all of West 4th Street lying North of said vacated Daniels Street and Lots 3 and 4, Block 25 of West Vancouver, Volume B, Page 40, effective upon the vacation thereof as more fully set forth in that Vacation Ordinance M-3791 and as recorded in Auditor's File No. 4390033.

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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SCHEDULE B, PART I - Requirements
(continued)

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Vancouver Public Facilities District

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. If documents for this transaction are to be signed using Remote Online Notary, we require the use of company approved RON providers which can be found here:
<https://nationalagency.fnf.com/digitalclosinghub/RON-Technology-Providers>.

The Notarial Certificate must state "This notarial act involved the use of communication technology."

We require a copy of the notarization video for our file documentation prior to closing. Additional underwriting requirements may need to be satisfied.

END OF REQUIREMENTS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

318 W 4th Street
Vancouver, WA 98660

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SCHEDULE B, PART I - Requirements
(continued)

Note C: Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note D: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

WEST VANCOUVER ADJ LOTS 3 - 6, #B LOT 4 BLK 25, #2 LOT 1 BLK 27, B/40

[Tax Account No.: 048790000](#)

Note E: Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

Note F: The recording fee (per document) is currently:
Deed \$303.50 plus \$1.00 for each additional page
Deed of Trust \$304.50 plus \$1.00 for each additional page

Note: When possible, the company will record electronically. An additional fee of \$4.25 plus sales tax applies to each document recorded electronically.

Note: A multiple transaction document incurs an additional fee for each additional title.

Note: A document which fails to conform to certain formatting and page one requirements incurs an additional \$50.00 fee.

RECORDING FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Please send all recording packages to:
Recording Department
655 W. Columbia Way, Suite 200
Vancouver, WA 98660

Please email all releases to:
ClarkWArecordings@fnf.com

END OF NOTES

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

SPECIAL EXCEPTIONS

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SCHEDULE B, PART II - Exceptions
(continued)

1. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Clark County.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

2. The property herein described is carried on the tax rolls as exempt as to general real property taxes (not special taxes and charges). However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account Number: 048790000
Levy Code: 037000
Millage Rate: 9.3294957296
Location Code: 0605
Assessed Value-Land: \$1,756,700.00
Assessed Value-Improvements: \$0.00

3. Development Agreement, and the terms and conditions thereof:

Recording Date: December 30, 2003
[Recording No.:](#) [3772344](#)

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SCHEDULE B, PART II - Exceptions
(continued)

Amendment to Development Agreement, and the terms and conditions thereof:

Recording Date: December 30, 2003

[Recording No.:](#) [3772345](#)

Amendment to Development Agreement, and the terms and conditions thereof:

Recording Date: February 20, 2007

[Recording No.:](#) [4287553](#)

4. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 30, 2003

[Recording No.:](#) [3772335](#) and 3772341

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Northwest Natural Gas

Purpose: gas

Recording Date: October 26, 2007

[Recording No.:](#) [4389607](#) and 4389608

Affects: Portion of said premises and other property

6. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way abandoned by resolution or ordinance

Recording Date: October 29, 2007

[Recording No.:](#) [4390033](#)

7. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way abandoned by resolution or ordinance.

Name: Daniels Street

8. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

EXHIBIT "A"

Order No.: 612896065

For [APN/Parcel ID\(s\): 048790000](#)

That portion of Lot(s) 3, 4, 5, and 6, Block 25, WEST VANCOUVER, according to the plat thereof, recorded in [Volume B of Plats, Page 40](#), records of Clark County, Washington, lying Northerly of the Northerly right-of-way line of Phil Arnold Way.

TOGETHER WITH that portion of vacated Daniels Street which attaches thereto by operation of law.

TOGETHER WITH all of West 4th Street lying North of said vacated Daniels Street and Lots 3 and 4, Block 25 of West Vancouver, [Volume B, Page 40](#), effective upon the vacation thereof as more fully set forth in that Vacation Ordinance M-3791 and as recorded in Auditor's [File No. 4390033](#).

EXHIBIT E

Title Report: North Properties

ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



Fidelity National Title

COMPANY OF WASHINGTON, INC.

Commitment Number:

612896063

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Phil Archer

Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Luke Bennier Fidelity National Title Company of Washington, Inc. 655 W. Columbia Way, Suite 200 Vancouver, WA 98660 Phone: 360-624-1046 Fax: 877-675-5393 Main Phone: (360)750-3686 Email: Luke.Bennier@fnf.com	Escrow Officer: Linda Carlson City of Vancouver 415 W 6th Street Vancouver, WA 98660 Phone: (360)487-8423 Fax: (360)487-8496 Email: linda.carlson@cityofvancouver.us

Order Number: 612896063

SCHEDULE A

1. Commitment Date: August 12, 2024 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021 w-WA Mod

Proposed Insured:	Vancouver Public Facilities District
Proposed Amount of Insurance:	\$10,000.00
The estate or interest to be insured:	Fee Simple
Premium:	\$ 249.00
Tax:	\$ 21.66
Rate:	General Schedule Standard
Work Charge (includes Tax):	\$ 326.10
Total:	\$ 596.76

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our schedule. The fee will be a minimum of Fifty And No/100 Dollars (\$50.00) plus tax.

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, [vested in:](#)

The City of Vancouver, a Washington Municipal corporation
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 048740000 and 048750000

Lot(s) 5, 6, 7 and 8, Block 24, WEST VANCOUVER, according to the plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington.

TOGETHER WITH that portion of Daniels Street as vacated by operation of law, and described under Auditor's File No. 8301060002.

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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SCHEDULE B, PART I - Requirements
(continued)

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: The City of Vancouver

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. If documents for this transaction are to be signed using Remote Online Notary, we require the use of company approved RON providers which can be found here:
<https://nationalagency.fnf.com/digitalclosinghub/RON-Technology-Providers>.

The Notarial Certificate must state "This notarial act involved the use of communication technology."

We require a copy of the notarization video for our file documentation prior to closing. Additional underwriting requirements may need to be satisfied.

END OF REQUIREMENTS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

400 Columbia Street
Vancouver, WA 98660

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SCHEDULE B, PART I - Requirements
(continued)

Note C: Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note D: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lot(s) 5, 6, 7 and 8, Block 24, WEST VANCOUVER, B/40 and ptn of vacated Daniels Street
[Tax Account No.: 048740000](#) and 048750000

Note E: Note: This [map/plat](#) is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

Note F: The recording fee (per document) is currently:
Deed \$303.50 plus \$1.00 for each additional page
Deed of Trust \$304.50 plus \$1.00 for each additional page

Note: When possible, the company will record electronically. An additional fee of \$4.25 plus sales tax applies to each document recorded electronically.

Note: A multiple transaction document incurs an additional fee for each additional title.

Note: A document which fails to conform to certain formatting and page one requirements incurs an additional \$50.00 fee.

RECORDING FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Please send all recording packages to:
Recording Department
655 W. Columbia Way, Suite 200
Vancouver, WA 98660

Please email all releases to:
ClarkWArecordings@fnf.com

END OF NOTES

END OF SCHEDULE B, PART I

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

SPECIAL EXCEPTIONS

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II - Exceptions
(continued)

1. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Clark County.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: .50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

2. The property herein described is carried on the tax rolls as exempt as to general real property taxes (not special taxes and charges). However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account Number:	048740000
Levy Code:	037000
Millage Rate:	9.3294957296
Location Code:	0605
Assessed Value-Land:	\$1,131,700.00
Assessed Value-Improvements:	\$0.00
Affects:	Lots 5 and 6

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II - Exceptions
(continued)

3. The property herein described is carried on the tax rolls as exempt as to general real property taxes (not special taxes and charges). However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account Number: 048750000
Levy Code: 037000
Millage Rate: 9.3294957296
Location Code: 0605
Assessed Value-Land: \$809,500.00
Assessed Value-Improvements: \$1,209,600.00
Affects: Lots 7 and 8

4. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way abandoned by resolution or ordinance

Recording Date: January 6, 1983
[Recording No.:](#) [8301060002](#)

5. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

END OF CONDITIONS

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



EXHIBIT "A"

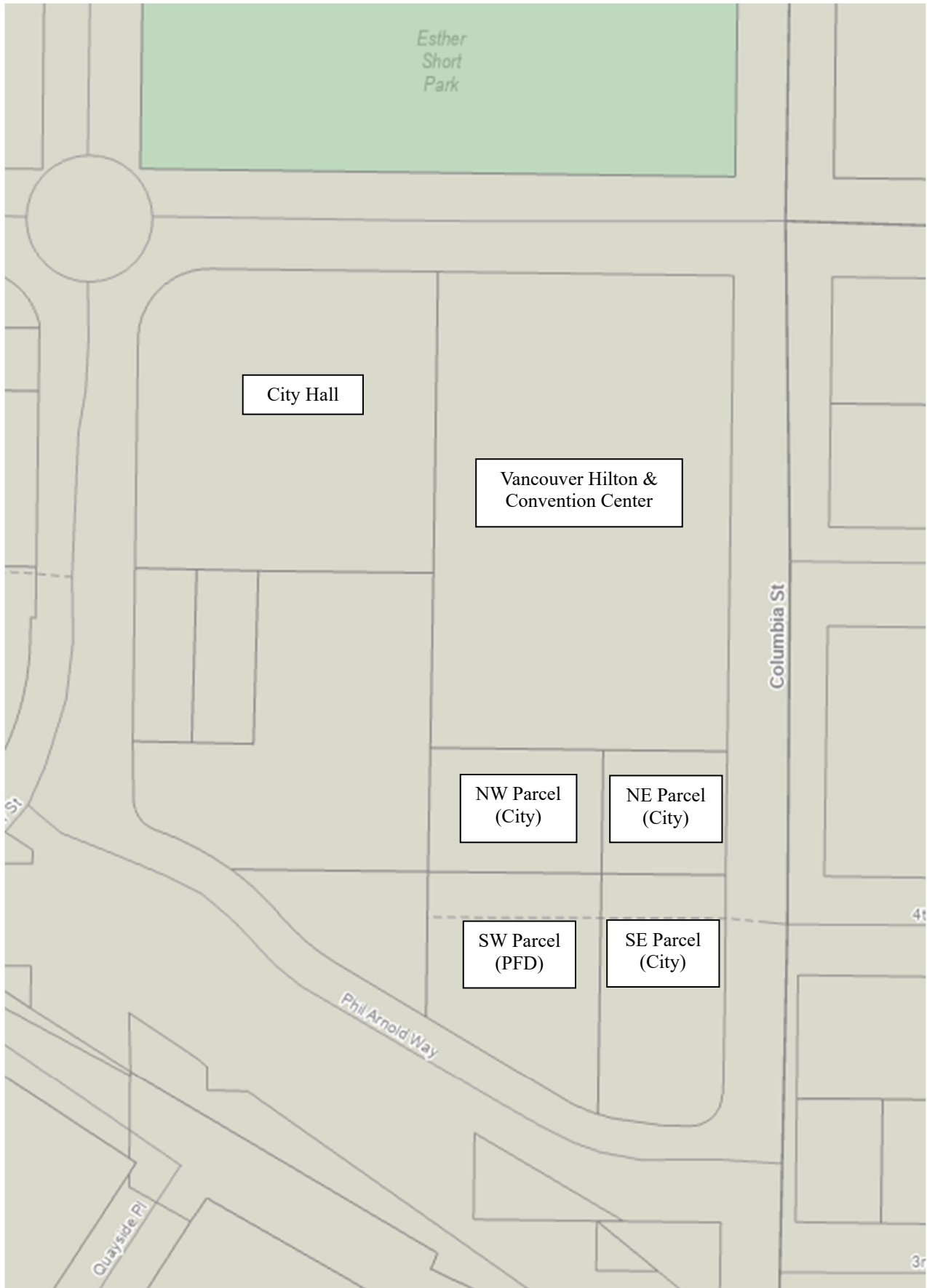
Order No.: 612896063

For APN/Parcel ID(s): 048740000 and 048750000

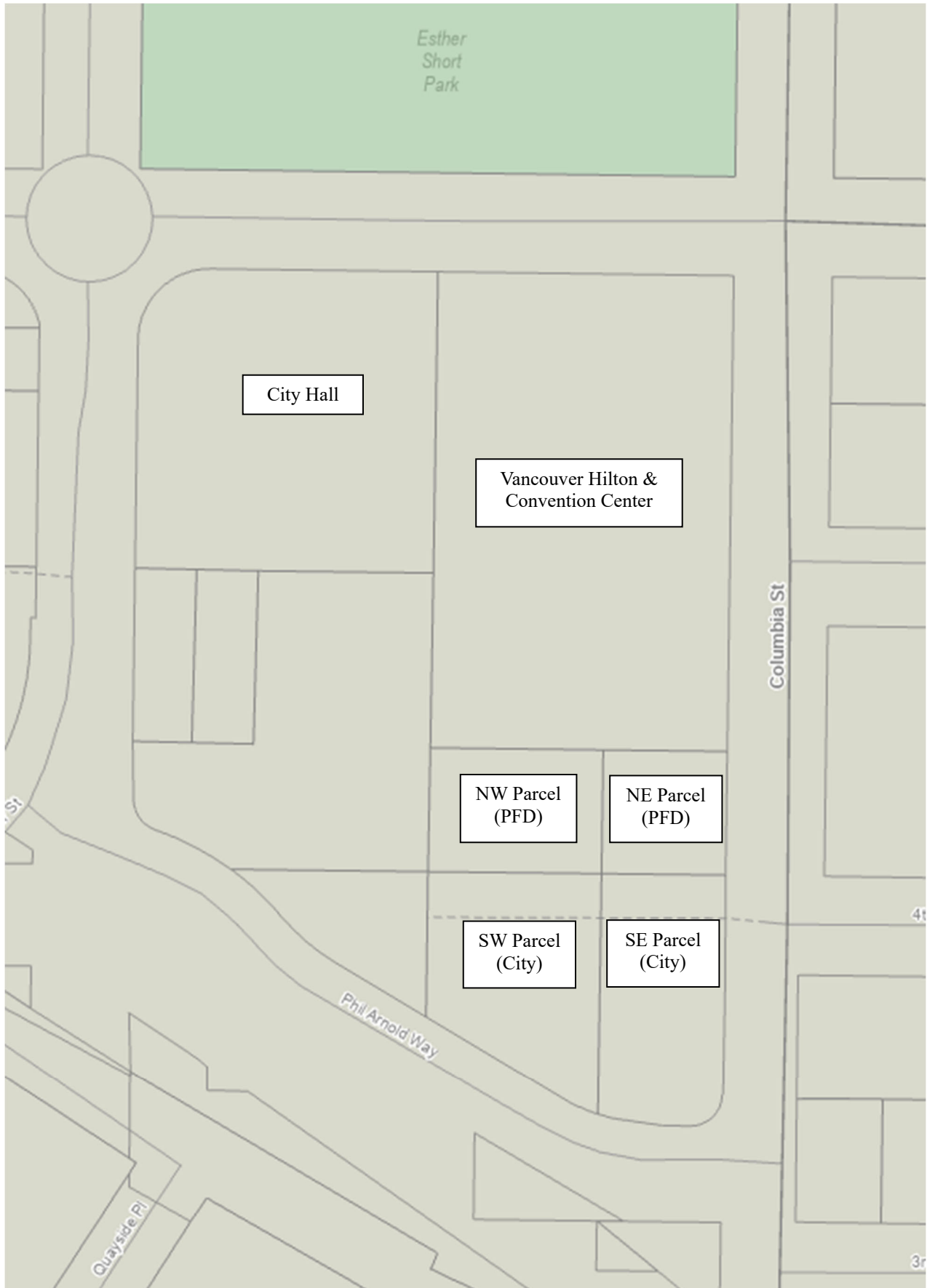
Lot(s) 5, 6, 7 and 8, Block 24, WEST VANCOUVER, according to the plat thereof, recorded in [Volume B of Plats, Page 40](#), records of Clark County, Washington.

TOGETHER WITH that portion of Daniels Street as vacated by operation of law, and described under [Auditor's File No. 8301060002](#).

EXISTING
OWNERSHIP



OWNERSHIP
POST LAND SWAP



Staff Report: 173-24

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Grant for 2023 Washington Department of Ecology Spill Prevention, Preparedness, and Response Equipment

Key Points

- This state funded grant addresses the need for hazardous materials safety, awareness, preparedness, and response equipment to mitigate the impact of a hazardous materials incident.
- Grant project is to replace outdated hazmat level A and B suits to improve our regional response capability.

Strategic Plan Alignment

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

Present Situation

The Fire department is responsible for providing safe and prepared community and effective emergency response to Vancouver and Fire District 5 residents, commercial sectors and visitors. This state funded grant addresses the need for hazardous materials safety, awareness, preparedness, and response equipment to mitigate the impact of a hazardous materials incident. The grant project is to replace outdated hazmat level A and B suits to improve our regional response capability.

Advantage(s)

Enhance community safety by replacing outdated hazmat level A and B suits to improve our regional response capability.

Challenge(s)

None

Budget Impact

This award requires no local match and the project is fully funded by the award. A 2024 Supplemental budget request in the amount of \$84,000 will be made to add sufficient appropriation to cover the expenditure of grant dollars.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to approve the 2023 Washington, Department of Ecology, Spill Prevention, Preparedness, and Response Equipment Grant in the amount of \$84,000.

Staff Contact

Thomas O'Connor, Division Fire Chief, thomas.oconnor@cityofvancouver.us

Attachments:

1. DRAFT SPPREG-2325-Vancou-00021 Agreement
2. 2023 - 2025 Equipment Grant Funding Guidelines

Agreement No. SPPREG-2325-Vancou-00021

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

VANCOUVER CITY OF

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Vancouver city of, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Vancouver Fire Department (VFD) Response Capacity Building
Total Cost:	\$84,000.00
Total Eligible Cost:	\$84,000.00
Ecology Share:	\$84,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Equipment Cache Grant

Project Short Description:

This project builds local and regional response capacity through the purchase of oil spill and hazardous materials response and firefighting equipment and resources. Access to proper equipment, resources, and training is necessary to effectively prepare for and respond to spills in a timely, safe, and effective manner.

Project Long Description:

VFD has, as a part of our Hazmat response resources, Hazmat level A and B suits that are over a decade old. This request is to replace those Hazmat level A and B suits. New Hazmat level A and B suits would enable first responders, increased improvements in safety use and improve regional Hazmat response capability.

Vancouver is a city situated on the Columbia River with a busy deep draft port, a rail switch yard, multiple interstate highways, petroleum and natural gas pipelines. The above transportation modes are used to transport products into and out of Vancouver. Vancouver has 118 Tier II reporting facilities. Vancouver has within its boundaries a number of

Agreement No: SPPREG-2325-Vancou-00021
Project Title: Vancouver Fire Department (VFD) Response Capacity Building
Recipient Name: Vancouver city of

facilities that store hydrocarbon products in tanks and tank farms that are in close proximity to the port area. In addition, the petroleum pipelines have distribution headers within the port and at tank farms. These pipelines also cross into Oregon under the Columbia River, which is within VFD's area of response. Vancouver is a hub for the transportation of hazardous materials, including our most recent additional risk, crude oil. Vancouver is bisected by railroads transporting crude oil from the Midwest to refineries in the Puget Sound area. The railroads, highways, interstates and port, are all within close proximity to the Columbia River. The VFD's area of response is also within the flight path of Portland International Airport. The Port of Vancouver is also expanding port operations with the recent completion of the West Vancouver Freight Access rail project (WVFA). WVFA improves freight rail movement through the port along the BNSF Railway and Union Pacific Railroad mainlines. This connects the Pacific Northwest to major domestic rail hubs from Chicago to Houston, and from Canada to Mexico. Shipments of various commodities by rail, including crude oil, will continue to grow and move through Vancouver. The risks inherent with crude oil, ethanol and other hazardous materials exists on the Columbia River, which transects multiple counties we provide service to, and could impact the Columbia Gorge National Scenic Area on water or land.

VFD serves as the regional Hazmat team for SW Washington, including substantial areas of Clark, Wahkiakum, Cowlitz and Skamania Counties. VFD currently has 28 Hazmat Technician positions. Due to serving as a regional responder for hazardous material incidents, we find it necessary to provide specialized equipment and advanced training to our hazmat team members, company officers, and incident commanders. Specialized equipment is needed for hazardous materials incidents that could threaten the safety of the public and pose significant risks to the environment. This equipment and our trained personnel support the resources and capabilities required when responding to Hazmat incidents. Staff training on the use of these Hazmat level A and B suits will be paid by the fire department as part of the regularly budgeted training.

Overall Goal:

The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient's emergency response role.

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

RECIPIENT INFORMATION

Organization Name: Vancouver city of

Federal Tax ID: 91-6001288

UEI Number: TM9CHABUP4B2

Mailing Address: PO Box 1995
Vancouver, WA 98668

Organization Email: kris.olinger@cityofvancouver.us

Contacts

Project Manager	Michelle Bresee EMS Analyst 7110 NE 63rd St. Vancouver, Washington 98661 Email: michelle.bresee@cityofvancouver.us Phone: (360) 487-7255
Billing Contact	Michelle Bresee EMS Analyst 7110 NE 63rd St. Vancouver, Washington 98661 Email: michelle.bresee@cityofvancouver.us Phone: (360) 487-7255
Authorized Signatory	Eric John Holmes City Manager 415 W. 6th Street PO Box 1995 Vancouver, Washington 98668 Email: eric.holmes@cityofvancouver.us Phone: (360) 487-8641

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Spills
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Spills
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Laura Hayes PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632
Financial Manager	Savanna Perez PO Box 47600 Olympia, Washington 98504-7600 Email: sape461@ecy.wa.gov Phone: (360) 485-5921
Technical Advisor	David Byers PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
2. Properly maintained project documentation

Recipient Task Coordinator: Michelle Bresee**Project Administration****Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

SCOPE OF WORK

Task Number: 2

Task Cost: \$84,000.00

Task Title: New Response Equipment and Resources

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Michelle Bresee**New Response Equipment and Resources****Deliverables**

Number	Description	Due Date
2.1	Purchase and receive approved, eligible PPE equipment	
2.2	Schedule equipment inspection with Ecology	

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

BUDGET**Funding Distribution EG240771**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Vancouver Fire Department (VFD) Response Capacity Building
Funding Effective Date: 07/01/2023
Funding Type: Grant
Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Vancouver Fire Department (VFD) Response Capacity	Task Total
Project Administration	\$ 0.00
New Response Equipment and Resources	\$ 84,000.00

Total: \$ 84,000.00

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Vancouver Fire Department (VFD) Response Capacity	0.00 %	\$ 0.00	\$ 84,000.00	\$ 84,000.00
Total		\$ 0.00	\$ 84,000.00	\$ 84,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

DRAFT

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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Project Title: Vancouver Fire Department (VFD) Response Capacity Building

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk.

To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
 - b) Appeal request must be in writing and state the disputed issue(s).
 - c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
 - d) ECOLOGY reviews the RECIPIENT's appeal.
 - e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
- The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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Recipient Name: Vancouver city of

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: SPPREG-2325-Vancou-00021

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

Agreement No: SPPREG-2325-Vancou-00021
Project Title: Vancouver Fire Department (VFD) Response Capacity Building
Recipient Name: Vancouver city of

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: SPPREG-2325-Vancou-00021

Project Title: Vancouver Fire Department (VFD) Response Capacity Building

Recipient Name: Vancouver city of

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Equipment Grant Funding Guidelines: 2023 – 2025

Oil Spill & Hazardous Materials Response and Firefighting Equipment Grant

Spill Prevention, Preparedness, and Response Program

Washington State Department of Ecology

Olympia, Washington

September 2023, Publication 23-08-016

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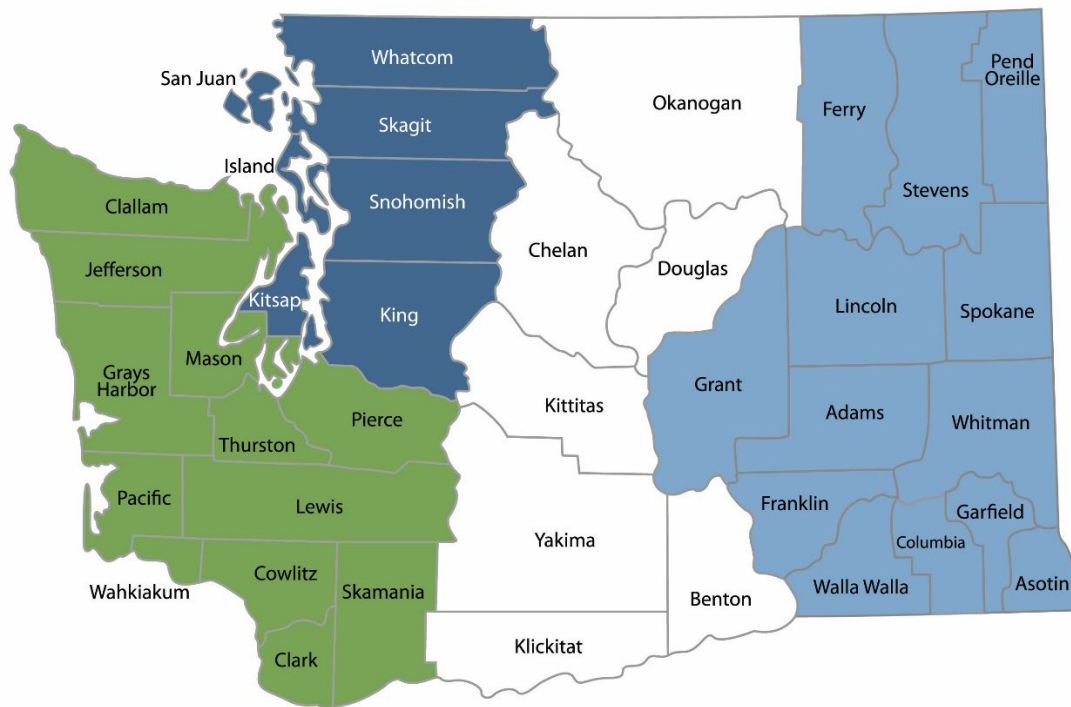
ADA Accessibility

The Department of Ecology is committed to providing people with disabilities access to information and services by meeting or exceeding the requirements of the Americans with Disabilities Act (ADA), Section 504 and 508 of the Rehabilitation Act, and Washington State Policy #188.

To request an ADA accommodation, contact Ecology by phone at 360-407-6831 or email at ecyadacoordinator@ecy.wa.gov. For Washington Relay Service or TTY call 711 or 877-833-6341. Visit Ecology's website for more information.

Department of Ecology's Regional Offices

Map of Counties Served



Southwest Region
360-407-6300

Northwest Region
206-594-0000

Central Region
509-575-2490

Eastern Region
509-329-3400

Region	Counties served	Mailing Address	Phone
Southwest	Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, Wahkiakum	PO Box 47775 Olympia, WA 98504	360-407-6300
Northwest	Island, King, Kitsap, San Juan, Skagit, Snohomish, Whatcom	PO Box 330316 Shoreline, WA 98133	206-594-0000
Central	Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima	1250 W Alder St Union Gap, WA 98903	509-575-2490
Eastern	Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman	4601 N Monroe Spokane, WA 99205	509-329-3400
Headquarters	Across Washington	PO Box 46700 Olympia, WA 98504	360-407-6000

Funding Guidelines 2023 – 2025 Biennium

Oil Spill & Hazardous Materials Response and Firefighting Equipment Grants

Spill Prevention, Preparedness, and Response Program
Washington State Department of Ecology
Olympia, WA

September 2023 | Publication 23-08-016



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Chapter 1: Spills Equipment Grant Overview

In 2015, the Washington State Legislature passed, and Governor Jay Inslee signed, the Oil Transportation Safety Act, directing Ecology to develop and implement an oil spill and hazardous materials response and firefighting equipment grant program to build preparedness and response capacity in Washington State.

The Washington State Department of Ecology (Ecology) is soliciting grant proposals for oil spill and hazardous materials response and firefighting equipment, resources, and trainings that support local, regional, tribal, and statewide emergency response to oil spills and hazardous materials incidents.

These guidelines relate to the 2023 - 2025 Oil Spill & Hazardous Materials Response and Firefighting Equipment Grant (Equipment Grant) only.

This grant is funded through the state's Model Toxics Control Operating Account. The amount of funding available for grants in the 2023 - 2025 biennium is approximately \$3.1 million.

Grant match and ceiling

There are no match requirements of applicants. Grant awards will cover 100 percent of eligible costs of the grant offer amount.

There is currently no ceiling for grant awards. However, projects may be capped at \$100,000 due to funding availability or to distribute funding to more projects throughout the state.

Limitations on use of grant funds

Grant funds may only be used to reimburse approved costs directly associated with the project, and not used to meet existing obligations such as salaries and/or benefits of permanent employees for routine operational support or other regulatory or permit requirements.

Grant timeline

Table 1 shows the expected timeline of the grant cycle for the 2023-2025 biennium.

- Applicants can submit applications beginning **September 12, 2023**.
- **All applications must be submitted by 5:00 p.m. on November 13, 2023.**
- Applications and materials sent as hard copies or by email will not be considered.
- Equipment, training, and other costs awarded through the grant must be received before June 30, 2025.

Table 1: 2023 - 2025 grant cycle timeline

Date	Event
September 13, 2023	Grant application opens
September – October 2023	Grant workshops
November 13, 2023 1700	Deadline to submit grant application
December 2023 – January 2024	Application screening and evaluations
February 2024	Final Offer and Applicant List issued
February 2024	Negotiate and sign funding agreements
June 30, 2025	Projects complete

How to use these guidelines

In these guidelines, Ecology provides information about eligibility requirements, the application process, and general requirements applicable to all grant awards under this grant program.

All grant applicants are responsible for reading and understanding these guidelines along with the “[Administrative Requirements for Recipients of Ecology Grants and Loans](https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2301002.html)”¹ before entering into a grant agreement with Ecology. This document can be found on [Ecology’s Grants & Loans](#)² page.

Complete details on how to apply for a grant are described in [Chapter 4: Applying for funding](#).

¹ <https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2301002.html>

² <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Grant-loan-guidance>

Chapter 2: Funding Program Details

Eligible applicants

Applicants eligible for response equipment funding include:

- Washington counties, cities, and municipalities
- Other state recognized local governments
- Ports
- Public Utility Districts
- Other Special Purpose Districts (i.e., Clean Air Agencies, Fire Protection)
- Federally recognized Tribal governments
- Washington State Agencies

Applicants that received funding during a previous grant cycle are eligible to apply for this grant cycle.

Ineligible applicants

Private entities, nonprofit organizations, and non-government organizations are not eligible to receive funding from the Equipment Grant. However, they may partner with eligible entities to coordinate equipment allocation or training benefits.

Emergency Response Plan

Applicants must have a role outlined in an emergency response plan directly related to hazardous materials. Common emergency response plans that support oil spill and hazardous materials response include, but are not limited to:

- [Washington Comprehensive Emergency Management Plan – Emergency Support Function 10](#)³
- [Northwest Regional Contingency Plan](#)⁴
- [Local Emergency Planning Committee- hazardous materials emergency response plan](#)⁵

Training Requirements

Applicants must demonstrate they have the appropriate training within their organization or agency to respond to oil and hazardous materials incidents. Refer to [WAC 296-824-30005](#)⁶ and [WAC 296-843-200](#)⁷. Fire departments and districts must have certifications at the Hazardous Materials Operations and Hazardous Materials Technician level.

³ <https://mil.wa.gov/asset/610b07efc82b6>

⁴ <https://www.rrt10nwac.com/nwacp/>

⁵ <https://ecology.wa.gov/Regulations-Permits/Reporting-requirements/Emergency-Planning-Community-Right-to-Know-Act/Local-Emergency-Planning-Committees>

⁶ <https://app.leg.wa.gov/WAC/default.aspx?cite=296-824-30005>

⁷ <https://app.leg.wa.gov/wac/default.aspx?cite=296-843-200>

While this training can be requested through the grant to supplement their existing training, the applicant must demonstrate that baseline training be available within the organization, agency, fire department, or fire district at the time of application if they are requesting equipment.

Eligible project types

All projects must support the implementation of local, regional, or statewide emergency response plans and must demonstrate the ability to sustain long-term benefits to multiple stakeholders across a region or statewide.

The terms “equipment” and “resources” are used in the Oil Transportation Safety Act to set parameters on eligible activities for this grant. To be consistent with definitions found in the [“Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL”](#)⁸ guide, equipment and resources will be identified according to the following definitions in the development of grant agreements. However, in this funding guidelines document, the terms “equipment” and “resources” are interchangeable with “equipment, tools, and supplies.”

Equipment includes tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per functional unit or system.

Tools include tangible personal property having a useful life of more than one year and an acquisition cost of less than \$5,000 per unit.

Supplies include all tangible personal property other than tools or equipment necessary to carry out a scope of work (with a useful life of less than one year and an acquisition cost of less than \$5,000).

Conditionally Eligible Projects

Some equipment and resources are conditionally eligible for reimbursement through this grant, as described below.

Communications

Radios and other communication devices are eligible for funding through this grant, however funding replacement of an entire radio system for a response organization is a low priority.

Unmanned Aerial Vehicles (UAV)/Unmanned Aircraft Systems (UAS)

Unmanned Aircraft Systems are a low-cost alternative to helicopters and fixed-wing aircrafts, and offer the ability to assess an oil spill or hazardous materials incident without putting responders in danger. Applicants must be knowledgeable of the process to obtain a Certificate of Authorization (COA) for UAS flights from the Federal Aviation Administration (FAA). There must be at least one employee with a current COA at the time grants are awarded. Applicants must also provide a copy of their Standard Operating Procedures (SOPs) for the use of the UAS both in training and operational environments. To be useable throughout the state,

⁸ <https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2301002.html>

including the use of UAS on federal land, the purchase of the UAS cannot be manufactured or assembled by a foreign entity as described in [OJP Order 2700.1](#)⁹.

Wildlife response

Equipment to aid in the search and collection of oiled wildlife is an eligible project. Removing oiled wildlife prevents further oiling into the environment and protects the public and other wildlife from a potentially agitated animal. If the applicant is requesting equipment and/or training for activities that relate to the search and collection of oiled wildlife, the applicant must have the appropriate authority to collect wildlife and must be an eligible applicant as described above.

Travel costs

Travel costs and per diem associated with training, so long as costs are incurred before June 30, 2025, and are reimbursable at the Washington State travel rate¹⁰ during time of travel (not including salaries and benefits).

Hazardous Materials Training

Hazardous Materials Training is offered at no cost to first responders through the State Fire Marshal's Office¹¹. If the applicant is requesting training available on this website, it is conditionally eligible and may not be approved if capacity for this training exists within the State Fire Marshal's Office.

Maintenance or service packages

Maintenance or service packages must be during the timeframe of the grant agreement and reimbursement submitted monthly for the service provided during that month. Ecology cannot reimburse for services not yet rendered or that go beyond the agreement date.

Ineligible Projects

Ineligible projects or project components include, but are not be limited to:

- Projects that do not support the implementation of emergency response plans for oil spill and hazardous materials response and firefighting.
- Projects that have a primary objective of enabling the applicant to respond to events that are part of their normal operating environment, rather than focusing on emergency response.
- Projects for the purpose of oil spill and/or hazardous materials cleanup or removal, including:
 - Mechanical oil collection equipment, to include but not limited to skimmers, vactor/vacuum trucks, and excavators.
 - Cleaning and decontamination of response equipment.
- Capital construction projects.
- Administrative costs:
 - Project administration or overhead, such as salaries and benefits, of employees for the time worked on the project.
 - Grant application preparation
 - Indirect costs.

⁹ <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/ojporderfundingdrones.pdf>

¹⁰ <http://www.ofm.wa.gov/resources/travel.asp>

¹¹ <https://www.wsp.wa.gov/other-training/>

- Firefighting apparatus, including tenders, quints, and engines.
- Firefighting foam containing per- and polyfluorakyl substances (PFAS).
- Service or maintenance packages with dates beyond the grant agreement.

Partnerships

Applicants are strongly encouraged to form partnerships, as appropriate and needed, to address issues of common concern and to build preparedness and response capacity locally, regionally, and statewide. Eligible partners include, but are not limited to, other emergency response agencies, local emergency planning committees (LEPCs), tribes, state agencies, not-for-profit organizations, non-governmental organizations, and special purpose districts.

Chapter 3: Project Tasks and Scope of Work

There are four tasks that may be included in the Scope of Work for an agreement. These will be added by Ecology for successful applications. However, the application includes questions specific to the last three tasks.

- Project administration
- New response equipment and resources
- Spill response and hazardous materials training
- Maintenance of existing response equipment and resources

Project administration

While costs are not reimbursable under this task, there is a level of administration required during the management of the recipient's grant. Recipients are expected to submit timely progress reports, payment requests, equipment reports, and closeout reports.

New response equipment and resources

Equipment, tool, and supply eligibility is dependent upon demonstration of need to fulfill duties associated with the applicant's role in an oil spill or hazardous materials incident as described in a local, regional, statewide, or tribal emergency response plan.

Funding proposals for this task must be for equipment, tools, and supplies used for oil spill, hazardous materials response and firefighting. Equipment and resources that do not meet these criteria or are not clearly tied to the applicant's role in an emergency response plan may be marked as ineligible. The application may be returned to the applicant for revision and removal of ineligible components.

[Appendix C. New Response Equipment and Resources Budget](#) contains helpful tips for building the applicant's budget. All equipment and resources must be received by the recipient before June 30, 2025. Contact the Fund Coordinator of this grant program if there are questions about the eligibility of requested equipment and/or resources.

Worldwide response resource list

Some equipment purchased with grant money may be listed in the Worldwide Response Resource List (WRRL). The WRRL is a database that stores data on various types of oil spill response equipment in the Pacific Northwest. Successful applicants will be asked to list their equipment on the [Worldwide Response Resource List](#)¹² (WRRL) and/or enroll to be a [Vessel of Opportunity](#)¹³.

Spill response and hazardous materials training

¹² <https://ecology.wa.gov/Regulations-Permits/Plans-policies/Contingency-planning-for-oil-industry/Worldwide-Response-Resource-List>

¹³ <https://apps.ecology.wa.gov/publications/documents/1308003.pdf>

Training and/or certifications for the safe and efficient deployment and use of oil spill and hazardous materials response and firefighting equipment are an eligible activity under this grant.

Applicants are expected to request funds for training and certifications that support the applicant's role in oil spills and hazardous materials incidents as described in a local, regional, or statewide response plan, such as a local emergency response plan, a hazard mitigation plan, a hazardous materials response plan associated with an LEPC, the Northwest Area Contingency Plan, or the Washington State Comprehensive Emergency Management Plan.

Documentation showing the cost, course title, date, number of persons attending, and sponsor organization must be submitted with the funding application.

[Appendix D. Spill Response and Hazardous Materials Training](#) contains helpful tips for building the applicant's budget. All training and certifications must be received by the recipient before June 30, 2025.

Eligible costs:

- Costs to bring an instructor in for training.
- Transportation, lodging, and per diem associated with employee travel for training.
- Other costs associated with hosting a training are conditionally eligible, such as training materials, meals, and snacks. Please consult with the Fund Coordinator to discuss.

Conditionally eligible costs:

Hazardous Materials Training is offered at no cost to first responders through the [State Fire Marshal's Office](#)¹⁴. If the applicant is requesting training available on this website, it is conditionally eligible and may not be approved if capacity exists within the State Fire Marshal's Office.

Ineligible costs:

- Salaries and benefits to backfill employees to attend training.
- Salaries and benefits of employees attending training.

Contact the Ecology Fund Coordinator with questions about eligible trainings and certifications.

Maintenance of existing response equipment and resources

Routine maintenance and replacement of equipment awarded during previous grant cycles is a high priority through this grant to maximize the lifespan of equipment. While the recipient is expected to demonstrate the ability to conduct routine and unexpected maintenance themselves, requests for cost reimbursement are eligible if funding is available.

Eligible costs

- Maintenance and repair to maintain equipment in efficient operating condition.
- Repair and replace equipment that came with the Equipment Cache Trailers.

¹⁴ <https://www.wsp.wa.gov/other-training/>

- Replace parts of equipment from a previous grant, e.g., Calibration gas.
 - Exception: foam is not considered replacement of equipment from a previous grant. It will need to be requested under the New Response Equipment and Resources task.

Ineligible costs

- Costs for work that adds to the permanent value of a property or appreciably extends its designed life.
- Costs for equipment not received through Ecology's Equipment Grant program or for Equipment Cache Trailers.

Contact the Fund Coordinator of this grant program prior to submitting a grant proposal if there are questions about the eligibility of requested maintenance, and repair costs.

Chapter 4: Applying for funding

How to apply

All applications must be submitted electronically via Ecology's Administration of Grants & Loans (EAGL) system.

New users must register for a Secure Access Washington (SAW) account prior to beginning the application process. New user account approval can take up to two weeks. More information about creating SAW accounts and requesting access to EAGL is available at [Ecology's Grants and Loans page](#).¹⁵

Once in the EAGL system, applicants can access the grant application and an EAGL User Manual that provides instructions on accessing and using the system.

Secure Access Washington (SAW) account

The SAW is a secure gateway for many Washington State online services. If the person completing the application already has a SAW account, they may use that username and password.

Each staff member of the applicant's organization who will have a role in the project (e.g., Project Manager, Financial Manager, and grant signatory) must establish their own SAW account before you can apply. Please read and follow the instructions on how to request a SAW account at Ecology's [website for New SAW users](#).¹⁶

Ecology Administration of Grants and Loans (EAGL)

The EAGL is a comprehensive web-based grant and loan management system that allows Ecology's grant and loan clients to apply for and manage grant applications and agreements, request amendments, submit payment requests and progress reports, and submit closeout reports.

Please read and follow the instructions to request access to the EAGL system, which can be found on [Ecology's website for New EAGL Users](#).¹⁷

Information on training and other resources for EAGL can be found in Appendix A.

EAGL is built using the following **seven processes** known as the "Life Cycle" of a grant or loan:

1. Application
2. Agreement
3. Amendment
4. Payment Request and Progress Reports (PRPR)
5. Equipment Purchase
6. Site Visit Report
7. Close Out Report

¹⁵ <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans>

¹⁶ <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Grant-loan-guidance>

¹⁷ <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Grant-loan-guidance>

Once you are validated as a new user by Ecology's EAGL System Administrator, you will have access to EAGL.

The EAGL User Training Manual is located in the top right corner of the EAGL system, under My Training Materials.

Chapter 5: Application Evaluation and Scoring

Ecology will distribute available funds to the applicants with the highest ranked proposal for projects of local, regional, or statewide significance that address the activities described in this guide.

Priority will be given to projects in areas with the greatest need for response and firefighting equipment as determined by Ecology in consultation with the equipment grant workgroup. Ecology and the workgroup will coordinate grants to maximize currently existing equipment and resources that have been put in place by emergency responders and industry.

The evaluation criteria used to award funding are based on the directives of the 2015 Legislature as described in the 2015 Oil Transportation Safety Act to include a review of equipment and resources requests, funding requirements, and coordination with existing equipment and resources in the area of project proposal.

Evaluation process

Screening

The Fund Coordinator, with support from Ecology staff, will screen each application for eligibility after submission. The applicant will be contacted if questions arise or if the application contains ineligible or potentially ineligible project components that result in an application that does not pass the screening process.

The application will be returned to the applicant to remove ineligible components before sending the application for evaluation.

The applicant should plan to submit their application as early as possible. This will give the applicant more time to make any necessary adjustments after screening is complete and before the grant application cycle closes.

Evaluation

Once the application period closes, and screening is complete, the Fund Coordinator will facilitate evaluation of applications with the workgroup consisting of emergency first responders, oil spill response cooperatives, representatives from the oil and rail industries, and businesses that are recipients of liquid bulk crude oil.

Applications are evaluated based on:

- Organizational role in an oil spill and hazardous materials incident, outlined in an existing response plan
- Oil spill and hazmat response risks
- Project and associated budget quality
- Ability to safely deploy and use requested equipment, or request for appropriate training to safely deploy and use requested equipment
- Coordination with existing equipment and response agencies or partners

Refer to [Appendix B. Evaluation Criteria and Methodology](#) for evaluation guidance.

Scoring

After evaluations are complete, the applications will be scored and ranked. The final score is based on a combination of evaluation scores. The maximum points possible in each category are also shown in Table 2.

Table 2: Evaluation categories and points

Evaluation	Maximum points
Prioritization of funding	40
Coordination	35

Chapter 6: Final Funding Decision

Ecology will distribute funds based on three tasks:

- New Response Equipment and Resources
- Spill Response and Hazardous Materials Training
- Maintenance of Existing Response Equipment and Resources

The approximate distribution between the three tasks is shown in Table 3.

Table 3: Distribution of funds through eligible tasks

Task	Distribution
New Response Equipment and Resources	85 percent
Spill Response and Hazardous Materials Training	10 percent
Maintenance of Existing Response Equipment and Resources	5 percent

If there is excess funding from one task after grants are awarded, the excess funds will be applied to eligible projects in another task that are in need of funding.

Ecology will coordinate grants to maximize the benefits of current existing equipment and resources put in place by emergency responders and industry.

The Spills Program's Leadership Team will review the draft prioritization list for final approval.

Chapter 7: Agreement and Grant Management

Agreement

The Ecology Fund Coordinator will notify applicants of the funding decisions after evaluations are complete.

If a project is chosen for funding, the applicant will receive a formal offer letter from the Spill Prevention, Preparedness, and Response (SPPR) Program Manager outlining general expectations about the award and the grant agreement.

The Fund Coordinator will assign an Ecology Project Manager and an Ecology Financial Manager to the application. The status of the application in EAGL will be changed to “Agreement Initiated” and agreement negotiations will begin.

Negotiations

During agreement negotiations, recipients will work with the assigned Ecology Project Manager.

This may include negotiating with applicants for the purchase, maintenance, and/or storage of additional, new, or updated equipment and/or resources to be placed in areas or regions of the state that are in the greatest need for resource and oil spill and hazardous materials response and firefighting equipment.

The agreement, at a minimum, will include:

- An approved scope of work
- Total project costs
- A budget
- Performance schedule
- Ecology General Terms and Conditions

Agreement Finalized

Once negotiations are complete, applicants will receive an email from the assigned Ecology Project Manager or Financial Manager with instructions for the signature process.

Ecology collects electronic signatures via e-mail using the [DocuSign](https://www.docusign.com/)¹⁸ web application. A DocuSign account is not required to provide signatures. If electronic signatures are not acceptable, the agreement can be signed on paper with wet signatures upon request.

The final signed agreement is uploaded into EAGL by the Project Manager or Financial Manager and the status is changed to “Agreement is Executed.”

The Ecology Fiscal department will change the status to “Agreement Active.” This will allow recipients to request amendments and submit progress reports and payment requests.

¹⁸ <https://www.docusign.com/>

Amendment

To initiate an Amendment, the Agreement must be in “Agreement Active” status. An Amendment can be initiated in EAGL by:

- Recipient organization’s Authorized Official
- Ecology’s Project Manager
- Ecology’s Financial Manager

For this grant, with approval from the Fund Coordinator, amendments are typically used for the following:

- Recipient wants to move more than 10 percent of award from one task to another task
- Recipient has gone over budget and funds are available to adjust award amount
- Recipient has funds left over and an amendment is needed to close the agreement

The funds for this grant are available for the biennium only and only in extreme circumstances can the agreement date of the grant be amended past June 30, 2025.

Payment Request/Progress Reports (PRPR)

All Ecology recipients must register as a Statewide Payee through the [Office of Financial Management \(OFM\)](#)¹⁹. OFM issues all payments and maintains a central vendor file for Washington State Agency use to process vendor payments.

This registration process allows a recipient to sign up for direct deposit, also known as Electronic Fund Transfer (EFT), which reduces processing costs and payment delays. If a Recipient already has a Statewide Vendor Number (starts with SWV) and is registered but wants to change payment receipt method from a paper check to direct deposit or update bank account or contact information, these changes can be made through the same process.

See [Appendix A. EAGL Training Tools and Resources](#) for a link to a video that demonstrates the PRPR process step by step.

Incurring Eligible Costs

The effective date of the grant agreement is the earliest date on which eligible costs may be incurred. The effective date is negotiated between the applicant and the Project Management Team during agreement development.

The applicant may incur project costs on and after the effective date and before Ecology’s signature of the final agreement, but expenditures cannot be reimbursed until the agreement has been signed by Ecology. While applicants can incur eligible costs before the agreement is signed, they do so at their own risk.

Ecology distributes grant funds on a cost-reimbursement basis. This means a recipient must incur cost or obligation before it is eligible for reimbursement. The definition of “date cost incurred” is the date the recipient receives the item or the service is performed. Payment requests and progress reports are due 30

¹⁹ <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>

days after the last day of each quarter, as shown in Table 4.

Table 4: Progress Report quarterly deadline

Progress Report	Reporting Period	Progress Report Due
First Quarter	July 1 - September 30	October 30
Second Quarter	October 1 - December 31	January 31
Third Quarter	January 1 - March 31	April 30
Fourth Quarter	April 1 - June 30	July 31

A recipient can begin entering Payment Request/Progress Reports (PRPR) information into EAGL once the grant agreement has been officially signed and is in “Agreement is Executed” status. However, a PRPR cannot be submitted until the grant agreement has been changed to “Agreement Active.” It is best to scan and upload the PRPR supporting back up documentation costs in the order it is entered into EAGL, streamlining the review and reconciliation process for the Ecology Project Manager and Financial Manager.

All eligible costs being claimed on the payment request must have supporting back up documentation uploaded into EAGL, such as:

- Copies of receipts and invoices.
- Meeting expenses, which must include [Form F: Record of Meeting Attendance](#)²⁰ and a meeting agenda.
- Travel documentation that includes purpose of travel, beginning and end points, and mileage calculations. Travel costs shall not exceed State travel rates. For travel policies and a state per diem map, please visit the [Office of Financial Management’s travel reimbursement resource](#)²¹ website.

Reporting on task progress

Ecology requires a progress report for each calendar quarter of the grant period, even if no expenses are claimed for the billing period. A corresponding progress report must accompany each payment request and allows the Project Manager and Financial Manager to:

- Crosscheck information with the itemized expenses in a payment request.
- Verify compliance with the terms of the agreement.
- Stay informed on the progress of the project.

Reporting on outcomes

Data in progress reports must include essential task outcome information to support costs incurred in the corresponding payment request, such as:

- Progress by task, percentage of completion per task, and summary of accomplishments for the reporting period.
- Description and explanations for any delays.
- Description and explanation for cost overruns.
- General comments.

²⁰

<https://fortress.wa.gov/ecy/publications/UIPages/PublicationList.aspx?IndexTypeName=Topic&NameValue=Grants%2Band%2BLoans&DocumentTypeName=Form>

²¹ <http://www.ofm.wa.gov/resources/travel.asp>

Appendix A. EAGL Training Tools and Resources

For EAGL Training Tools & Resources, please visit [Ecology's Grants & Loans homepage](#)²².

There you will find Ecology's Administrative Requirements and other resources, such as:

- [Administrative Requirements for Recipients of Ecology Grants and Loans \(Yellow Book\)](#)²³
 - This publication establishes the administrative requirements for recipients of all grants and loans administered by Ecology. Topics include financial management, expenditure and income reporting, contracting, and record retention.
 - This version applies to all grant and loan agreements in EAGL, with an agreement signature date OR amended agreement signature date of July 1, 2023, or later.
- Submitting a Payment Request/Progress Report (PRPR)
 - [How to submit a PRPR in EAGL video](#)²⁴

²² <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Grant-loan-guidance>

²³ <https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2301002.html>

²⁴ <https://www.youtube.com/watch?v=Lbl7gzh6pgA>

Appendix B. Evaluation Criteria and Methodology

Ecology evaluates applications based on oil and hazmat risk, response resource availability, organization coordination and readiness to proceed. These priorities are divided into six criteria for a total of 75 points, and are summarized below.

Table 5: Evaluation criteria and scoring

Criteria Number	Evaluation Criteria	Maximum points available
1.1	Priority evaluation score from GIS module (see next section for more information).	40
2.1	The project is coordinated to maximize existing equipment and resources put into place by first responders and industry.	10
2.2	The applicant is coordinating a project with outside response partners.	5
2.3	The requested equipment, resources, and/or training is appropriate for the identified role in a hazardous materials or oil spill response.	5
2.4	The budget is well developed with supporting documentation and research to estimate costs.	10
2.5	The applicant is current with training and certifications to respond in the role identified in their application and meet applicable safety standards for hazardous waste in Chapter 296-843 WAC.	5
	Total	75

1. Priority evaluation score

1.1 Priority evaluation GIS module methodology

To objectively rank project priority, Ecology had developed a tool that utilizes publicly available data to create a priority score (40 points maximum). The methodology for this scoring tool is described below.

As part of the grant application process, applicants must map their grant project boundary in the Ecology Administration of Grants and Loans (EAGL) system. This EAGL boundary is used to calculate the Equipment Grant Evaluation Tool score.

Geospatial data sources are used within the tool to measure each of the criteria.

Through geoprocessing, the EAGL boundary is overlaid with each data source to summarize the number of points, length of the lines, or area of the data source within the EAGL boundary. The summarized value is determined by the data source type i.e., is it a point, line, or polygon.

Based on the summarized results, the EAGL boundary is assigned a range of scores for each data source. If needed, each of these scores can be weighted within the tool through applying a multiplier. The final Equipment Grant Evaluation Tool score is the sum of each of these data source scores.

There are four components to the GIS module, described below.

Hazmat team service areas

This data includes the location of Department of Ecology spill response teams and their contractor's hazmat team services. The project area from the applicant is averaged based on the area that is within 0-0.5 hours, 0.5 – 1 hour, 1-1.5 hours, 1.5-2 hours, 2 – 3 hours, and greater than 3 hours from either an Ecology spill response team or their contractor's hazmat team services. This does not include distance from a regional hazmat team, such as the Tri-County Hazmat team or Pierce County Hazardous Incident Team.

Economically distressed communities

The U.S. Census Bureau provides median household income (MHI) data through the American Community Survey (ACS). State and community profiles, including MHI estimates, are released on an annual basis. MHI estimates for states, cities, towns, and census designated places (CDP) are included in the five-year data series produced by ACS. Searches of the ACS database can be conducted at U.S. Census Bureau Fact Finder.

Project areas are mapped over the census data and the percent area that has a MHI less than 80 percent of Washington State's MHI are awarded points for this category.

Environmental Health Disparities

The [Washington Environmental Health Disparities Map](https://doh.wa.gov/data-and-statistical-reports/washington-tracking-network-wtn/washington-environmental-health-disparities-map)²⁵ is an interactive mapping tool that compares communities across our state for environmental health disparities (EHD). The map shows pollution measures such as diesel emissions and ozone, as well as proximity to hazardous waste sites. In addition, it displays measures like poverty and cardiovascular disease.

The project area from the applicant is averaged based on the area that is within each EHD rank region.

Oil spill and hazmat commodities within the project area

There are numerous types of oil and hazardous materials commodities transported throughout the state. This funding cycle looks at the presence of some of those commodities and the prevalence in the community based on the EAGL project area. These commodities were chosen as the having high priority or a high rate of response to the Spills program at Ecology.

- Bulk Oil Storage
- Bulk Chemical Storage (EPCRA Tier 2 facilities)
- Marine recreational moorages
- Marine hazardous commodities- WSDOT ports handling freight cargo
- Rail transfer points – intermodal terminals
- Highway oil & hazmat truck freight corridors handling more than 10 million tons
- Highway oil & hazmat truck freight corridors handling 4 to 10 million tons
- Pipeline that carries oil or petroleum (not natural gas)
- Railroad lines
- Marine bulk oil traffic based on oil vessel traffic volume

²⁵ <https://doh.wa.gov/data-and-statistical-reports/washington-tracking-network-wtn/washington-environmental-health-disparities-map>

2. Coordination evaluation criteria

The following table describes how evaluators will score each of the Coordination criteria questions. It provides the location in the application where evaluators will find the information and guidance on how to score each criterion.

Table 6: Coordination evaluation criteria

Criteria Number	Evaluation Criteria and Application Location	Guidance for evaluators
2.1	The project is coordinated to maximize existing equipment and resources put into place by first responders and industry. <i>Local Emergency Management Coordination form, Question 6 and 7</i> <i>New Response and Equipment and Resources Form, Question 3 and 6</i>	10 pts- the entire request for equipment and/or resources coordinates with exiting equipment and resources in the area, builds equipment cache capacity 5 pts – some of the request for equipment and/or resources coordinates with existing equipment and resources in the area 0 pts – none of the request for equipment and/or resources coordinates with existing equipment and resources in the area
2.2	The applicant is coordinating a project with outside response partners. <i>Local Emergency Management Coordination form, Question 1</i>	5 pts- Local Emergency Management Coordination form – answered yes to question 1 and uploaded supporting documentation 0 pts – answered no to question 1, or did not upload supporting documentation
2.3	The requested equipment, resources, and/or training is appropriate for the identified role in a hazardous materials or oil spill response. <i>Local Emergency Management Coordination form, Question 4</i> <i>New Response and Equipment and Resources Form, Question 2</i> <i>Spill Response and Hazardous Materials Training, Question 2</i>	5 pts- The equipment, resources, and/or training requested are not out of scope based on the role identified. For example, if the applicant identified their role as identifying a spill has occurred but not taking action against it, they are not requesting equipment or training that will have them conducting control and containment of the spill. 0 pts- The equipment, resources, and/or training requested are out of scope based on the role identified.
2.4	The budget is well developed with supporting documentation and research to estimate costs. <i>New Response and Equipment and Resources Form, Question 2 and 7</i> <i>Spill Response and Hazardous Materials Training, Question 2 and 4</i>	10 pts – costs are well defined, supporting documentation is provided, research conducted to estimate costs 5 pts – costs are well defined, minimal to no supporting documentation, minimal research conducted to estimate costs 0 pts – costs are not well defined, no particular methodology put into budget development

Criteria Number	Evaluation Criteria and Application Location	Guidance for evaluators
	<i>Maintenance of Existing Response Equipment and Resources, Question 2 and 4</i>	
2.5	The applicant is current with training and certifications to respond in the role identified in their application and meet applicable safety standards for hazardous waste in Chapter 296-843 WAC. <i>Local Emergency Management Coordination form, Question 3</i>	5 pts - Yes, Fire departments/districts have certification at the Hazardous Materials Operations and Hazardous Materials Technician level. All other organizations have at minimum 8, 24 and/or 40 hr hazwoper training. WAC 296-824-30005, 296-843-200. 0 pts – training does not exist to the required level

Appendix C. New Response Equipment and Resources Budget

Applicants must submit a budget for New Response Equipment and Resources task. The budget is broken down by categories, as described in Table 6. An example budget is provided in Figure 1. Costs are examples only and should not be used to complete the applicant's budget.

Table 7: Equipment category and description

Item(s) Category	Description
Air Monitoring	Eligible equipment and/or resources includes air monitoring tools for responder and/or community safety, including calibration gases and accessories.
Chemical Detection	Eligible equipment and/or resources includes chemical detection equipment used to identify unknown chemicals that pose a threat to responders and/or the community.
Containment	Hard boom that creates a floating barrier used to temporarily corral and contain spilled oil on the water's surface until it can be moved. Sorbents or other material for containing and oil or hazardous materials spill.
Cache Trailer	See Appendix F Equipment Cache trailer for an inventory of standards items in a cache trailer. Eligible costs include purchase, deliver, and decals.
Decontamination	Eligible equipment and resources includes, but is not limited to, resources to be used in decontamination of responders and/or a trailer dedicated to decontamination.
Foam	Eligible equipment and/or resources includes PFAS-free foam, nozzles, and hoses to deploy the PFAS-free foam. See Toxics in firefighting law ²⁶ for more information on the restriction of PFAS firefighting foam and PPE.
PPE	Eligible equipment and/or resources includes personal protective equipment used to respond to an oil spill and/or hazardous materials incident, not limited to bunker gear, boots, hands, eye, skin, and hearing protection, and lifejackets. Ineligible equipment includes SCBA cylinders and harnesses.
Unmanned Aircraft System	Equipment and resources includes Unmanned Aircraft Systems (UAS) and resources needed to assess an oil spill or hazardous materials incident. See Chapter 2: Conditionally eligible projects for more information.
Vehicle	Vehicles must have a direct connection to an oil spill and/or hazardous materials incident. Successful applications in previous grant cycles have requested dedicated vehicles for towing response trailers, decontamination trailers, and/or vessels.
Vessel	Vessels for the purpose of responding to an oil spill and/or hazardous materials incident on the water are eligible. Successful applicants will be asked to list their vessel on the Worldwide Response Resource List ²⁷ (WRRRL) and/or enroll as a Vessel of Opportunity ²⁸

²⁶ <https://ecology.wa.gov/waste-toxics/reducing-toxic-chemicals/washingtons-toxics-in-products-laws/toxics-in-firefighting>

²⁷ <https://ecology.wa.gov/Regulations-Permits/Plans-policies/Contingency-planning-for-oil-industry/Worldwide-Response-Resource-List>

²⁸ <https://apps.ecology.wa.gov/publications/documents/1308003.pdf>

Other	Any equipment and/or resources that does not fit into another category and is not ineligible for funding, including equipment and resources for the search and collection of oiled wildlife and conditionally eligible equipment that doesn't fit into another category.
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Item(s) Category	Description of Item(s)	Amount Requested
Air Monitoring	Handheld responder 4-gas meters, particulate meters, calibration gas	\$97,000.00
	68 of 300	
Chemical Detection	single handheld instrument utilizing FTIR and Raman spectroscopy	\$75,000.00
	64 of 300	
Containment	granular absorbents and Cell Block	\$9,000.00
	34 of 300	
Cache Trailer	NA	\$0.00
	2 of 300	
Decontamination	trailer to house decontamination equipment	\$12,000.00
	42 of 300	
Foam	NA	\$0.00
	2 of 300	
PPE	level B and C suits, gloves, hard hats, safety toe boots and chemical boots, for up to 20 responders	\$10,000.00
	101 of 300	
Vehicle	truck dedicated for towing decontamination trailer, will house some response equipment	\$65,000.00
	86 of 300	
Vessel	NA	\$0.00
	2 of 300	
Other	NA	\$0.00
	2 of 300	
Total		\$268,000.00

Figure 1: Example budget for Equipment and Resources

Appendix D Spill Response and Hazardous Materials Training

Applicants must submit a budget for Spill Response and Hazardous Materials Training. The budget is broken down by categories, described in Table 7. An example budget is provided in Figure 3. Costs are examples only and should not be used to complete the applicant’s budget.

Table 8: Training categories and description

Training	Description
8 hour HAZWOPER	Refer to WAC 296-824-30005 ²⁹ and WAC 296-843-200 ³⁰
24 hour HAZWOPER	
40 hour HAZWOPER	
Conference	Travel, lodging, and per diem are reimbursable. Salaries and benefits are not. The conference must be for oil spill and/or hazardous materials
Equipment training	Training for equipment and/or resources requested in current or previous grant cycle, or obtained outside of the grant program, for response to an oil spill and/or hazardous materials response.
Other	Training that does not fit into another category

Training	Description	Estimate # Attendees	Amount Requested
8 hr hazwoper	Virtual 8 hr hazwoper training	25	\$5,000.00
13 of 300	30 of 300		
Northwest Oil Spill Control Course	Travel, lodging, and per diem to attend control course in August 2024	1	\$1,500.00
34 of 300	69 of 300		
International Hazardous Materials Response Teams Conference 2024	Travel, lodging, per diem, conference fees. This conference provides the latest	2	\$5,000.00
64 of 300	154 of 300		
Boom deployment training	deployment training at marina and river locations. Training will be available to external response partners	50	\$10,000.00
24 of 300	148 of 300		

Figure 2: Example budget for training

²⁹ <https://app.leg.wa.gov/WAC/default.aspx?cite=296-824-30005>
³⁰ <https://app.leg.wa.gov/wac/default.aspx?cite=296-843-200>

Appendix E. Equipment Cache Trailer Inventory

Washington has seen a dramatic shift in oil transportation, both in types of oil and modes of transport. This change includes volatile North Dakota Bakken crude oil traveling by rail through areas of Washington State that have not previously seen these oil volumes. These developments in oil transportation have changed the risk picture. Many communities are unprepared and do not have basic resources for responding to oil spills — the nearest equipment may be hours away.

In 2007, Ecology awarded the first equipment cache grants in the form of Equipment Cache Trailers. These trailers are still in service around the state and provide critical resources during oil spills.

Applicants are encouraged to apply for an Equipment Cache Trailer. Figure 3 contains specifications of the trailer and inventory to aid the applicant during the bid and procurement process.

TRAILER INVENTORY		
BOOM	800 ft	8" x 12" (20" OAH) Oil Spill Response Containment Boom
ANCHOR SYSTEM	4 ea	Anchor Systems (30lb anchors, with 10ft of chain, 150ft rode & with orange 15.5" buoy)
BOOM LIGHTS	5 ea	Navigational Lights, Self-floating, amber lens, 48" tall; to attach on or near boom (batteries in tool box)
TOOL BOX	1 ea	Heavy duty poly tool box. 24" length (contains the below inventory)
	2 ea	8" crescent wrench
	1 ea	8" standard pliers
	1 ea	16 oz. claw hammer
	2 ea	4" C-clamp
	1 ea	Flathead screwdriver, small and large
	2 ea	3/8" SPA galvanized shackles, 1/2" SPA galvanized shackles
	1 ea	Utility knife with extra blade set
	1 ea	Waterproof floatable flashlight with 2 D-cell batteries
	6 sets	Hardware set including: 5/16" x 1 1/4" SS bolts, 2 flat washers, nylock nuts
	1 ea	Duct Tape, Elec Tape
PPE BAGS	4 bags	PPE Waterproof gear bag (each bag contains the below inventory)
	1 ea	Hard hat with ratcheting head band
	1 pr	16" PVC steel toe work boots, size 11, ASTM F2413-05 M I/75 C/75 compliant
	2 pr	PVC gloves, 12" gauntlet, size 11
	2 pr	Leather work gloves, large size
	2 pr	Safety glasses, meeting ANSI and OSHA specifications
	6 pr	Ear plugs
	2 pr	White Tyvek suit without hood
	1 ea	Duct tape, 1 roll
DECON STATION		Decontamination Kit Station (contains the below inventory)
	2 ea	Poly wash tubs
	1 ea	Degreaser detergent for decontamination
	1 bx	Nitrile glove liners, large size
	4 ea	PVC gloves, 12" gauntlet, size 11
	2 ea	Decontamination scrub brushes with long handles
	1 cs	Waste bags, 1 case of 100 bags, 33" x 40", 4 mil
	1 rl	Visqueen sheeting, 20' x 100', 4 mil
	2 ea	Drop tarps, 8' x 10'
	1 ea	5-gallon plastic bucket
ABSORBENTS		
	2 ea	Pads, heavy weight adsorbent pads, 1 bag of 100 pads
	2 ea	Sweep, 100 feet of 19" heavy weight sweep with nylon web strap
	2 ea	Sorbent boom, heavy weight boom containing 4 sections of 5" x 10' (each with poly tension line and quick-clips for connecting)
MISC SUPPLIES		
	1 ea	First aid kit (meets WAC 296-800-15020 for at least 10 people)
	2 ea	5-pound class ABC fire extinguishers
Information book (Spill notification sheet, Job Hazard Analysis, tailgate safety, common MSDS's, trailer inventory)		

Figure 3: Cache trailer inventory

AN EMERGENCY INTERIM ZONING ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.410, 20.810, 20.920, and 20.950 pursuant to RCW 36.70A.390; establishing findings of fact justifying this action and a workplan for related studies; establishing an immediate effective date and providing for severability.

Staff Report: 174-24

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Ordinance for 2024 Housing Code Changes in Advance of the Comprehensive Plan

Key Points

- The code changes would expand ADU and duplex allowances in single family zones, streamline infill standards with smaller lots, and allow smaller cottage cluster developments with clarification that owner-occupied development are allowed.
- The code changes facilitate housing and moves in the direction of more stringent new GMA housing requirements that will be incorporated into the 2025 Comprehensive Plan and zoning code update.
- Adopting the code standards now can facilitate short-term housing production, and allow near-term construction to include smaller and less costly housing.

Strategic Plan Alignment

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

Present Situation

Vancouver zoning code currently allows one ADU per single family lot and generally prohibits duplexes. New GMA requirements under HB 1337 requires allowing two ADUs, and under HB 1110 requires allowing 4-6 unit developments on single family lots.

Vancouver code currently establishes a two-tier system for infill developments including a required neighborhood meeting, allowing infill lots approximately 20-25% smaller than otherwise required by the underlying zoning district. New GMA requirements don't specifically target infill projects per se, but do require allowing ADUs and 4-6 unit developments in single family zones as noted, and also require under HB 1220 that the City of Vancouver provide capacity to accommodate over 30,000 additional housing units citywide, approximately half of these at below market affordability levels. Vancouver code current limits cottage cluster developments to parent parcels of at least 20,000 square feet, and is not fully clear that clusters may include subdivisions, which typically result in smaller and potentially owner occupied lots, are allowed as well as single project site plans, which are more likely to result in rental units. New GMA requirements do not address cluster developments.

Advantage(s)

Facilitates short term housing production of generally smaller and less costly units, many for home ownership, moving in the direction of new GMA requirements to be addressed in the 2025 Comprehensive Plan.

Challenge(s)

Begins to introduce small housing opportunities that over time may result in change in existing neighborhoods.

Budget Impact

No significant impacts anticipated.

Prior Council Review

Council workshop review on July 15, 2024

Communications discussion on March 4, 2024

Action Requested

On September 9, 2024, approve interim zoning ordinance pursuant to RCW 36.70A.390, adopting the 2024 housing code changes and associated workplan leading to public hearing review within 60 days.

Staff Contact

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

Attachments:

1. Presentation
2. Ordinance



CITY OF
Vancouver
WASHINGTON

Emergency Interim Ordinance for 2024 Housing Code Changes Vancouver City Council Public Meeting

Bryan Snodgrass, Principal Planner Community Development Department
September 9, 2024



Interim Ordinance Provisions:

- Expanded ADUs and duplex allowances
- Streamlined infill development standards with small lots
- Amended cottage cluster standards
- Public Hearing to be held within 60 days. Interim Ordinance in effect for one year, to be reviewed through 2025 Comprehensive Plan update process



Expanded ADU and duplex allowances

- HB 1337 requires allowing two 1,000 SF ADUs per SFR lot
- HB 1110 requires allowing 4-6 unit middle housing developments on SFR lots
- Proposed 2024 changes would comply with new ADU requirements, and begin moving towards middle housing compliance by allowing duplexes



Streamlined infill standards

- Currently allows parcels of 2.5 acres or less to be divided into smaller lots than otherwise allowed. Likely rendered moot by new middle housing law.
- 2024 changes eliminate requirement for neighborhood meeting before application submittal (neighborhood participation in pre-apps typically maintains opportunity for consultation); allow smaller lots more consistent with new middle housing laws.





Amended cottage cluster standards

- Currently allows parent parcels of 20,000 SF or more in SFR zones to be divided into small lots with small cottages.
- Update would allow parent parcels of 10,000 SF or more.
- Update would also better clarify that cluster developments can consist of separate individual lots, not only single site plans.

Thank You



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360-487-7946



ORDINANCE NO. M_____

AN EMERGENCY INTERIM ZONING ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.410, 20.810, 20.920, and 20.950 pursuant to RCW 36.70A.390; establishing findings of fact justifying this action and a workplan for related studies; establishing an immediate effective date and providing for severability.

WHEREAS, the City has the authority to adopt an interim zoning ordinance pursuant to RCW 36.70A.390, provided that such action is justified by adopted findings of fact and a public hearing is scheduled and held within 60 days of adopting this interim zoning ordinance; and

WHEREAS, this interim zoning ordinance may be effective for a period of one year, if a work plan is developed for related studies providing for such a period, and may be extended for one or more additional six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal; and

WHEREAS, pursuant to the Growth Management Act (Chapter 36.70A RCW) the City Council has adopted Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the City of Vancouver faces increasing affordable housing challenges and rising housing costs and challenges in providing sufficient housing for all economic segments as documented in the [2016 City of Vancouver Affordable Housing Task Force Report](#) and a March 28, 2022 City Council workshop presentation and discussion; and

WHEREAS, the Washington legislature has amended the Growth Management Act in recent years to establish several new mandates for local government to increase capacity and allowances for additional housing, particularly denser and lower cost housing, through legislation including but not limited to HB 1220, HB 1110 and HB 1337; and

WHEREAS, the City Council conducted duly advertised workshops on July 15, 2024 and duly advertised Communication discussion on March 4, 2024, following which the Council wishes to adopt the interim zoning ordinance; and

WHEREAS, the City has developed a work plan for related studies on residential density zoning changes in conjunction with the 2025 Comprehensive Plan update currently being conducted by the City.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings of Fact. The City Council adopts the following as findings of fact:

- a. Housing affordability and accessibility is a pressing concern for current and future citizens of the City of Vancouver.
- b. The state of Washington has adopted stringent new housing requirements for local governments, including but not limited to legislation through HB 1220, HB 1110 and HB 1137, requiring cities to increase allowance for housing types and densities in single-family zones and to provide long term capacity citywide to meet set housing unit targets.
- c. Adopting changes to Vancouver Municipal Code Title 20 to allow two accessory dwelling units (ADUs) or duplexes on single family lots, streamline infill standards and allow smaller infill lots, and amend cottage cluster standards as set forth in this ordinance will facilitate short term housing production, and move towards partial compliance of new requirements prior to adoption of the City's 2025 Comprehensive Plan and associated zoning standards

Section 2. Workplan. The following workplan and related studies on the associated impacts and proposed locations and land use development standards for increased residential density shall be implemented for final adoption of the interim zoning ordinance on or before September 8, 2025:

- a. 2024 Fourth Quarter – As part of work towards the 2025 Comprehensive Plan and related zoning code update, research regulatory options to comply with new GMA requirements and address local housing needs
- b. 2025 First Quarter – Continue research and engage in outreach as part of 2025 Comprehensive Plan update process
- c. 2025 Second Quarter - Continue research and engage in outreach as part of 2025 Comprehensive Plan update

process - Begin Planning Commission and Council workshops

- d. 2025 Third Quarter - Conclude workshops and hold public hearing

Section 3 Zoning Text Amendments. Amend VMC 20.810, VMC 20.410, VMC 20.920, and VMC 20.950 in accordance with the code changes specified in the following attachments to this ordinance, hereby incorporated by reference:

- A) Attachment A - Amendments to allow two Accessory Dwelling Units or duplexes on single family lots (Chapter 20.810 VMC and Chapter 20.410 VMC)
- B) Attachment B - Amendments to streamline infill development standards and allow smaller lots (Chapter 20.920 VMC)
- C) Attachment C - Amendments to allow smaller cottage cluster parent parcels, and make clearer that land divisions are allowed (Chapter 20.950 VMC)

Section 4. Duration. Because a work plan for related studies has been developed, this interim zoning ordinance shall be in effect for one year following the effective date established herein, or as otherwise renewed in accordance with RCW 36.70A.390.

Section 5. Public Hearing Required. Pursuant to RCW 36.70A.390, a public hearing must be held on this interim zoning ordinance within 60 days of adoption and, if this interim zoning ordinance is to be renewed for a six-month period, a subsequent public hearing must be held on or before September 8, 2025 with findings of fact based on the work plan that justify such an extension.

Section 6. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence paragraph, section or part of this law are hereby declared to be severable.

Section 7. Effective Date. The City Council hereby finds and declares that an emergency exists which necessitates that this interim zoning ordinance become effective immediately in order to preserve the public health, safety, and welfare. This ordinance shall go into effect immediately on passage.

Section 8. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2024.

Anne McEnery Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN EMERGENCY INTERIM ZONING ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.410, 20.810, 20.920, and 20.950 pursuant to RCW 36.70A.390; establishing findings of fact justifying this action and a workplan for related studies; establishing an immediate effective date and providing for severability and effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Ordinance Attachment A - Amendments to allow two Accessory Dwelling Units or duplexes on single family lots

Chapter 20.810 ACCESSORY DWELLING UNITS

Sections:

20.810.010	Purpose.
20.810.020	Definition.
20.810.030	Applicability.
20.810.040	Development Standards.
20.810.050	Submission Requirements.
20.810.060	Conversion of Existing Accessory Structures.

20.810.010 Purpose.

Purpose. The purpose of these code provisions for accessory dwelling units (ADUs) is to: (1) provide homeowners with flexibility in establishing separate living quarters within or adjacent to their homes for the purpose of caring for seniors, providing housing for their children or obtaining rental income; (2) increase the range of housing choices and the supply of accessible and affordable housing units within the community **consistent with statutory requirements**; and (3) ensure that the development of accessory dwelling units does not cause unanticipated impacts on the character or stability of single-family neighborhoods. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3643, 2004)

20.810.020 Definition.

Accessory Dwelling Unit (ADU). One or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit within or attached to a single-family dwelling or in a detached building on the same lot as the primary dwelling unit. **An ADU is distinguishable from a duplex in that, unlike a duplex, it is clearly subordinate to the primary dwelling unit, both in use and appearance.** (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3931 § 25, 2009; Ord. M-3643, 2004)

20.810.030 Applicability.

A. *Accessory dwelling unit applicability.* ADUs shall be allowed as limited uses on all lots that are located in all zoning districts within an urban growth area that allow for single-family homes in all residential zoning districts (R-2, R-4, R-6, R-9, R-17, R-18, R-22, R-30, R-35, and R-50) if in compliance with all of the development standards contained in VMC [20.810.040](#). ADUs shall not be allowed within nonresidential zoning districts or in the following circumstances:

1. On properties not containing a detached single-family dwelling.

2. On properties containing activities requiring a home occupation permit pursuant to Chapter [20.860](#) VMC.

B. *Approval process.* A proposed ADU shall be reviewed by means of a Type I procedure, pursuant to VMC [20.210.040](#), subject to the development standards contained in VMC [20.810.040](#). An ADU use is not subject to site plan review. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017)

20.810.040 Development Standards.

Development standards for accessory dwelling units. An ADU shall comply with the following standards:

A. *Configuration.* An ADU may be located either within, attached to, or detached from the primary structure.

B. *Density.* Only one Up to Two ADUs may be created in conjunction with each parcel ~~single-family residence.~~

C. *Minimum lot size.* An ADU may be established on any legally established parcel meeting applicable standards of this chapter.

D. *Maximum unit size.* The gross floor area, calculated from finished wall to finished wall, ADU shall not exceed 1,000800-square feet or 50 percent of the primary single-family structure, not including garage and/or detached accessory buildings (whichever is less). ADUs created entirely within existing basements may exceed 800 square feet, provided they are not larger than the size of the remainder of the overall home.

E. *Minimum unit size.* The gross floor area of an ADU shall not be less than the requirements of the Washington State Building Code.

F. *Setbacks and lot coverage.* Additions to existing structures, or the construction of new detached structures, associated with the establishment of an ADU shall not exceed the allowable lot coverage or encroach into required setbacks as prescribed in the underlying zone. The applicable setbacks shall be the same as those prescribed for the primary structure, not those prescribed for detached accessory structures.

~~G. *Scale and visual subordination.* New detached ADUs, or ADUs extending from existing structures, shall not comprise more than 50 percent of total visible façade area of the primary structure and other outbuildings not including the ADU, as seen from the front of the lot. ADUs shall be subject to a maximum height of 25 feet.~~

H. *Parking.* No additional on-site parking is required in conjunction with the establishment of an ADU.

~~I. *Design and appearance.* ADUs that are separate or extending from existing structures shall be architecturally compatible with the principal dwelling.~~

J. *Construction standards.* The design and construction of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3959 § 38, 2010; Ord. M-3701 § 24, 2005; Ord. M-3643, 2004)

20.810.050 Submission Requirements.

The following information shall be submitted as part of an application for review:

A. *Application.* Completed and signed application provided by the planning official.

B. *Fee.* Fee pursuant to Chapter [20.180](#) VMC.

C. *Site plan.* To-scale site plan showing the exact location of the primary residence and any accessory structures, parking, landscaping and setbacks.

D. *Floor plan.* Floor plan, drawn to scale, of entire house and accessory unit within the primary residence or within freestanding accessory structure.

E. *Elevations.* Elevations drawn to scale of the accessory unit within the primary residence or within freestanding accessory structure. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3643, 2004)

20.810.060 Conversion of Existing Accessory Structures.

A. *Conversions of an existing structure.* An existing garage structure or other outbuilding may be converted to an ADU; provided, that the structure complies with established setback standards for a primary structure, not accessory structure, as prescribed in the underlying zone, and complies with applicable building codes, and all other standards of this section. Conversion of such garage shall not result in the elimination of the requirement of one legal on-site parking space to serve the single-family residence. Existing structures, including but not limited to detached garages, may be converted even if they violate current code requirements for setbacks or lot coverage.

B. *Conversion of existing garages located in non-conforming setbacks.* Garages constructed before January 1, 2021, that are legally nonconforming as to side or rear yard setback may be eligible to be converted or replaced at their current location; provided, that:

1. All applicable ADU, building, and other standards are met.

2. Conversion or replacement structure or portion of the structure located within the setback does not result in it exceeding 15 feet in height or any taller than the existing structure, whichever is greater. Conversions or replacements of garages shall not result in the elimination of the requirement of one legal on-site parking space to serve the single-family existing residence.

C. *Off-street parking requirements.* The off-street parking requirements for the primary residence shall be provided for elsewhere on the site in conformance with the setback, paving and other development standards described in Chapter [20.945](#) VMC, Parking and Loading. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3701 § 25, 2005; Ord. M-3663 § 20, 2004; Ord. M-3643, 2004)

20.410.030 Uses. {Single Family Zoning Districts}

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in low-density residential districts is presented in Table 20.410.030-1.

Table 20.410.030-1. Lower-Density Residential Districts Use Table

USE	R-2	R-4	R-6	R-9	R-17
RESIDENTIAL					
Household Living	P ¹	P ¹	P ¹	P ¹	P ¹
Group Living	P/X ¹	P/X ¹	P/X ¹	P/X ¹	P/X ¹
Home Occupation	L ²	L ²	L ²	L ²	L ²
Medical Center Residential	L ²³	L ²³	L ²³	L ²³	L ²³
HOUSING TYPES					
Single Dwellings, Attached	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸
Single Dwellings, Detached	P	P	P	P	P
Accessory Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴	L ⁴
Duplexes ²²	PL ²⁴	PL ²⁴	PL ²⁴	PL ²⁴	L ²⁴
Multi-Dwelling Units	X	X	X	X	L ²⁴
Existing Manufactured	L ⁵	L ⁵	L ⁵	L ⁵	L ⁵

USE	R-2	R-4	R-6	R-9	R-17
Home Developments					
Designated Manufactured Homes	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹
New Manufactured Homes	L ²⁰	L ²⁰	L ²⁰	L ²⁰	L ²⁰
Cottage Cluster Housing	p ²⁵	p ²⁵	p ²⁵	p ²⁵	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	X	X	X	X	X
Community Recreation	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Cultural Institutions	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷
Day Care					
– Family Day Care Homes	p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
– Child Care Centers	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
– Adult Day Care	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹

USE	R-2	R-4	R-6	R-9	R-17
Emergency Services (except ambulance services)	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Ambulance Services	X	X	X	X	X
Medical Centers	X	X	X	X	X
Parks/Open Space					
– Neighborhood Parks	P	P	P	P	P
– Community Parks	P	P	P	P	P
– Regional Parks	C	C	C	C	C
– Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Schools	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Social/Fraternal Clubs	X	X	X	X	X
Transportation Facilities	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
COMMERCIAL					

USE	R-2	R-4	R-6	R-9	R-17
Commercial and Transient Lodging	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³
Eating/Drinking Establishments	X	X	X	X	X
Entertainment-Oriented					
– Adult Entertainment	X	X	X	X	X
– Indoor Entertainment	X	X	X	X	X
– Major Event Entertainment	X	X	X	X	X
General Retail					
– Sales-Oriented	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Personal Services	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Repair-Oriented	X	X	X	X	X
– Bulk Sales	X	X	X	X	X
– Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
– Motor Vehicle	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Sales/Rental					
– Motor Vehicle Servicing/Repair	X	X	X	X	X
– Vehicle Fuel Sales	X	X	X	X	X
– EV Basic Charging Stations (accessory only)	P	P	P	P	P
– EV Rapid Charging Stations (accessory only)	P	P	P	P	P
– EV Battery Exchange Stations	X	X	X	X	X
Offices					
– General	X	X	X	X	X
– Medical	X	X	X	X	X
– Extended	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Marinas	C	C	C	C	C

USE	R-2	R-4	R-6	R-9	R-17
INDUSTRIAL					
Bulk Fossil Fuel Storage and Handling Facilities	X	X	X	X	X
Cleaner Fuel Storage and Handling Facilities	X	X	X	X	X
Small Fossil Fuel or Cleaner Fuel Storage and Distribution Facilities	X	X	X	X	X
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵
Detention and Post-Detention Facilities	X	X	X	X	X
Dog Day Care	X	X	X	X	X
Heliports	X	X	X	X	X
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	P	P	P	P	P
Temporary Uses	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

USE	R-2	R-4	R-6	R-9	R-17
Wireless Communication Facilities	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷

1 Residential care homes, state or federally approved, with six or fewer residents and any required on-site residential staff permitted by right; all larger group living uses prohibited.

2 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

3 *Reserved for future use.*

4 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

5 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.410.050\(F\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision.

6 Subject to provisions in VMC [20.895.040](#), Community Recreation and Related Facilities.

7 Libraries only permitted outright; all other cultural institutions are conditional uses.

8 Family day care homes for no more than 12 children are permitted when licensed by the state.

9 Adult day care facilities for six or fewer adults allowed as limited uses subject to compliance with the development standards governing home occupations, per VMC [20.860.020\(B\)\(1\)](#) through [\(B\)\(7\)](#); facilities with seven to 12 adults allowed as conditional uses; and larger facilities are prohibited.

10 *Repealed by M-4289.*

11 Schools, religious institutions, government buildings, fire stations, child care centers, and emergency services facilities that meet all of the criteria contained in VMC [20.410.050\(D\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).

12 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

13 One- and two-bedroom bed-and-breakfast facilities are permitted outright and three- to six-bedroom bed-and-breakfast facilities are allowed as conditional uses, with all bed-and-breakfast facilities subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments. No more than six bedrooms are allowed under any circumstances. All other commercial lodging is prohibited.

14 Retail commercial uses limited to 1,500 gsf per use to a maximum of 5,000 square feet in planned developments of 150 units or more. See VMC [20.260.020\(B\)\(1\)\(b\)\(2\)](#).

15 Subject to provisions in VMC [20.895.030](#).

- 16** Subject to provisions in Chapter [20.885](#) VMC, except sales of fireworks which are prohibited in residential zones.
- 17** Building-mounted antennas are allowed by conditional use on nonresidential buildings in single-family residential zones subject to requirements contained in Chapter [20.890](#) VMC, Wireless Communication Facilities.
- 18** Subject to VMC [20.260.020\(B\)\(1\)\(a\)\(2\)](#), planned development, VMC [20.910.050](#), Zero Lot Line Developments, and Chapter [20.920](#) VMC, Infill Development Standards.
- 19** A “designated manufactured home” is exempt from the development standards of VMC [20.410.050\(F\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufactured home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.
- 20** Subject to VMC [20.410.050\(F\)](#), Development Standards – Criteria for Placement of Manufactured Homes.
- 21** Subject to Chapter [20.920](#) VMC, Infill Development Standards.
- 22** Existing duplexes built on lots meeting the minimum infill lot size standards of Table [20.920.060-1](#) shall be considered conforming uses even if not part of an infill development.
- 23** Medical center residential uses, as defined in VMC [20.160.020](#), are permitted outright if approved through a public facilities master plan per VMC [20.680.040](#).
- 24** Two-family dwellings (duplexes), three-family, or four-family dwellings are permitted subject to density and development standards of the R-17 district.
- 25** Pursuant to Chapter [20.950](#) VMC, Cottage Cluster Housing.

(Ord. M-4380 § 6, 2022; Ord. M-4377 § 2(a), 2022; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4255 § 6, 2018; Ord. M-4254 § 3(BB), 2018; Ord. M-4187 § 5, 2016; Ord. M-4071 § 7, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 2, 2012; Ord. M-4034 § 10, 2012; Ord. M-4024 § 6, 2012; Ord. M-4002 § 5, 2011; Ord. M-3931 § 9, 2009; Ord. M-3922 § 19, 2009; Ord. M-3840 § 18, 2007; Ord. M-3709 § 4, 2005; Ord. M-3663 § 12, 2004; Ord. M-3643, 2004)

Ordinance Attachment B - Amendments to streamline infill development standards and allow smaller lots

Chapter 20.920 INFILL DEVELOPMENT STANDARDS

Sections:

20.920.010	Purpose.
20.920.020	Applicability.
20.920.030	Relationship to Other Development Standards.
20.920.040	Procedures.
20.920.050	Tier 1 Infill Standards.
20.920.060	Tier 2 Infill Standards.

20.920.010 Purpose.

The intent of the infill ordinance is to encourage the development of underutilized and challenged parcels in the R-9, R-6, R-4, and R-2 zoning districts. The infill ordinance accommodates a variety of housing types including single family detached, single family attached, and duplexes. (Ord. M-3643, 2004)

20.920.020 Applicability.

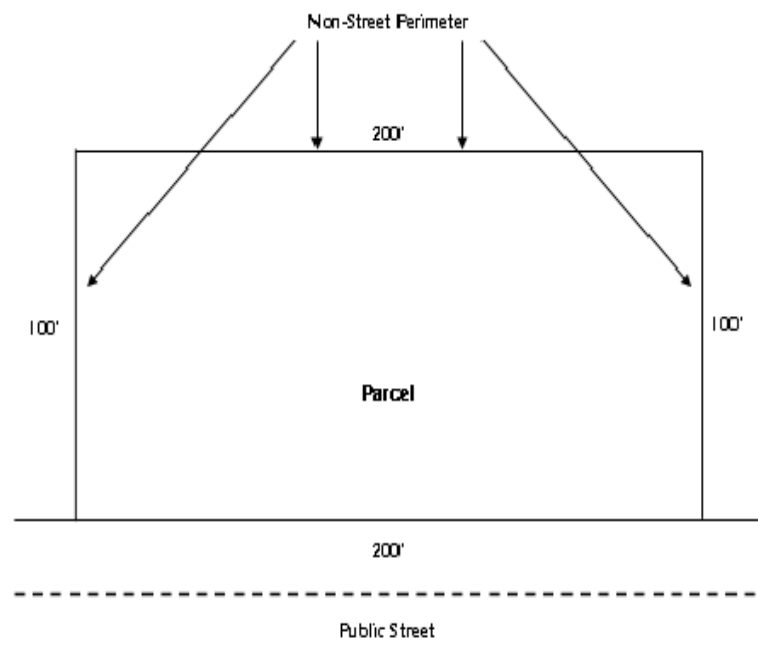
A. *Eligibility Criteria.* This Chapter may be applied to parcels created prior to the adoption date of this ordinance that meet all of the following criteria:

1. The parcel is within the R-9, R-6, R-4, R-2 zoning district; and
2. The **net developable area (excluding any critical areas) of the** parcel is two and one-half (2.5) acres or smaller in area. An infill parent parcel size may be increased by 5% with approval from the Planning Official; and
3. The proposed development can and will be served by urban services at the time of final plat or development approval. For the purposes of this Chapter, “urban services” shall mean public water and sewer service as described in VMC Title [14](#); and
4. There is urban development abutting the subject site on at least 50% of its nonstreet perimeter. For the purposes of this section, “nonstreet perimeter” shall mean that portion of the perimeter of the parcel

that is not abutting a public street. Where there is no abutting public street, the entire perimeter is used for measurement.

a. For the purposes of this Chapter, “urban development” shall mean a parcel that meets at least one of the following criteria:

1. All parcels with existing nonresidential or multi-family structures that are currently receiving urban services (e.g. public sewer and water); or
2. Tax exempt parcels, regardless of development status; or
3. All plats which have received final or preliminary approval within the last five (5) years; or
4. Parcels two and one-half (2.5) acres (net developable area) or smaller in area which have existing residential structures; or



Non-Street Perimeter Example
 $100' + 200' + 100' = 400'$ total non-street perimeter
 50% of non-street perimeter = $.5 \times 400' = 200'$
required abutting urban development

1. Parcels that are designated on the City of Vancouver Comprehensive Plan for multi-family, commercial, or industrial development; or
2. Parcels that are not developable based on a prior development review determination (e.g. park lands, environmentally sensitive lands, properties with utility easements).

~~B. *Applicability of the Standards.* There are two levels of infill standards and incentives: Tier 1 and Tier 2. The Tier 2 infill standards offer greater incentives but require compliance with design standards and a neighborhood meeting. Application of either the Tier 1 or Tier 2 infill provisions of this Chapter is an option available for parcels that meet the eligibility criteria. However, all infill parcels created as a result of the application of this Chapter and the subsequent infill development on those parcels shall be subject to the standards of this Chapter.~~

For the purposes of this chapter, the following definitions apply:

1. An “infill parent parcel” is the larger parcel of land from which infill parcels are divided.
2. “Infill Land Division” is the division of an infill parent parcel using some or all of the standards of this Chapter. ~~Tier 1 Infill Land Divisions are those divisions that utilize only the Tier 1 standards of this Chapter. Tier 2 Infill Land Divisions are those divisions that utilize one or more of the Tier 2 standards of this Chapter.~~
3. “Infill parcels” are either parcels that meet the eligibility criteria of this Chapter or those parcels created by the land division of an infill parent parcel through the application of the standards in this Chapter. ~~Tier 1 Infill Parcels are created as a result of Tier 1 Land Divisions. Tier 2 Infill Parcels are created as a result of Tier 2 Land Divisions.~~
4. “Infill development” is the subsequent residential development on infill parcels.
5. “Duplex” shall mean a building designed or used for residence purposes by not more than two (2) families, and containing two (2) dwelling units and located on one legal parcel.
6. “Infill Development Plan” is a plan that is required to be submitted with infill development which identifies the existing and proposed lot characteristics, including applicable standards and incentives ~~as described under Tier 1 and Tier 2 development as contained in this chapter.~~
7. “Predominant” shall mean the most frequently occurring residential design characteristic along both sides of the road frontage from intersection to intersection (or block face). (Ord. M-3840 § 41, 08/06/2007; Ord. M-3643, 01/26/2004)

20.920.030 Relationship to Other Development Standards.

A. All of the provisions of this code that would apply to a noninfill project shall apply to infill projects except as specifically modified by this chapter. If there is a conflict between the standards of this chapter and the provisions of any applicable overlay districts or plan districts, the overlay district or plan district standards shall supersede the standards of this chapter.

B. Development applications which meet the eligibility criteria for infill development, as outlined in this chapter, must comply with additional transportation standards as provided for in VMC [11.80.060](#) infill development transportation standards. (Ord. M-4354 § 3(J), 2021; Ord. M-3643, 2004)

20.920.040 Procedures.

A. *Infill Land Divisions.* The subdivisions and short subdivision of an infill parent parcel into nine (9) or fewer parcels shall be subject to Type II review. The subdivision of an infill parent parcel into more than nine (9) parcels shall be subject to Type III review. The proposed development shall comply with all applicable land division procedures and standards unless specifically modified pursuant to this Chapter.

B. *Development on Infill Parcels.* All development on infill parcels created pursuant to this Chapter shall be subject to the standards for Infill Development. The applicable Infill Development Standards shall be recorded as a plat note on the final plat as a condition of approval.

C. *Pre-Application Meeting.* The pre-application conference required pursuant to VMC Section [20.210.080](#) (Decision-Making Procedures. Pre-application Conference) may not be waived for ~~Tier I and Tier II infill land division and~~ infill lot development. In addition to the notice requirements of VMC Section [20.210](#) Decision-Making Procedures, the Planning Official or designee shall also mail written notice to all owners of record of property as shown on the most recent property tax assessment roll, located adjacent to and across the street from the subject property. The City shall also notify the appropriate neighborhood association(s) board members. This mailing shall be concurrent with that required by VMC Section [20.210](#) Decision-Making Procedures. Members of the public shall be provided with an opportunity to comment on the proposed project at a specific time during the meeting set aside for public comments. The notice must provide a brief description of the proposed development and a preliminary development plan. (Ord. M-3643, 2004)

20.920.050 ~~Tier 1~~ Infill Standards.

~~Tier 1 infill parcels, infill land divisions and the subsequent infill development on those Tier 1 infill parcels shall be subject to the following standards and incentives.~~

A. *Minimum Parcel Area.* Within an infill land division for single family development, no parcel shall be smaller than the minimum parcel area identified in Table 20.920.050-1, provided no lot shall exceed the maximum required by the underlying zoning district. ~~In Tier 1, minimum parcel areas shall not be further reduced by a variance procedure in VMC Section 20.290. However, this shall not preclude variances to other standards.~~

Table 20.920.050-1. Minimum Parcel Area for Single Family Dwellings

Zoning District	Minimum Parcel Area Single Family Detached (sq. feet)
R-9	2,000 4,000 sf
R-6	3,000 6,000 sf
R-4	4,000 8,000 sf
R-2	8,000 16,000 sf

B. *Minimum Parcel Width and Depth.* Within a ~~Tier 1~~ infill land division, the minimum parcel width and minimum parcel depth standards of Table 20.410.050-1 (Development Standards In Low-Density Residential) may be reduced by up to ~~twenty~~ fifty percent (~~20%~~ 50%). However, subsequent development on infill parcels that were created with less than the minimum width and depth required by Table 20.410.050-1 (Development Standards In Low-Density Residential), shall not be eligible for a variance to the minimum setback or frontage requirements.

C. *Setbacks.* Infill parcels developed under provisions of this Chapter shall comply with setback requirements of Table 20.410-3 (Development Standards In Low-Density Residential) except that front yard and side yard setbacks in all zones shall be as follows:

1. *Minimum Front Yard.*

- a. Eighteen (18) feet for garage or carport structures or other similar vehicular shelter.
- b. Ten (10) feet for all other structures

2. *Minimum Side Yard.*

- a. Side yard shall comply with the standard side setbacks of the applicable zoning district.

D. *Common Areas.* If provided, Common Areas (e.g. landscaping in private tracts, shared driveways, private alleys, and similar uses) shall be maintained by a homeowners association or governed by another legal instrument. A copy of the applicable covenants, conditions and restrictions shall be provided to the City for review and acceptance before recording concurrently with the final plat. (Ord. M-3643, 2004)

20.920.060 Tier 2 Infill Standards.

In addition to the Tier 1 standards and incentives, Tier 2 infill parcels and land divisions and the subsequent development on those Tier 2 infill parcels shall be subject to the following standards and incentives:

A. *Additional Dwelling Types Allowed.* In addition to the uses allowed by VMC Table [20.410.030-1](#) (Lower Density Residential Districts Use Table), duplexes and single-family attached dwellings are allowed on infill parcels subject to the standards of this chapter:

1. Infill developments of three or fewer parcels may have a duplex on a maximum of one parcel. Infill land divisions which result in more than three parcels may have duplexes on a maximum of one-third of the parcels. When the one-third calculation contains a fraction of a housing unit, the applicant must round down to the nearest whole unit. Infill parcels for duplex development shall meet the minimum parcel size area requirements in VMC Table 20.920.060-1 and shall be noted on the face of the plat. The maximum parcel size area standards of VMC Table [20.410.040-1](#) (Minimum and Maximum Densities and Lot Sizes) shall not apply to infill parcels for duplex development. Duplex development is not allowed on an infill parcel if it would result in less than the minimum density for the parcel.

2. *Procedures for Single-Family Attached Dwellings.* Development proposals for single-family attached dwellings utilizing the provision of this chapter shall be subject to the following procedures:

a. Land divisions shall be reviewed according to Chapter [20.320](#) VMC. In addition, if the land is subdivided, development proposals must receive approval of a development plan that demonstrates how the proposal complies with this chapter and all other applicable requirements. The development plan shall be submitted and reviewed in conjunction with the land division application.

b. Preliminary plats may not be approved without approval of the submitted development plan. Both the development plan and preliminary plat must be fully consistent with standards of this and all other applicable ordinances.

c. Preliminary plats may be approved only where conditions of approval are established to ensure that subsequent or existing development on the resultant parcels shall occur consistent with the approved development plan.

d. Building permits may only be approved if consistent with the approved development plan and land division for all units with common walls.

3. *Building Mass Supplemental Standard.* The maximum number of consecutively attached single-family units (i.e., with attached walls at property line) shall not exceed four units.

4. *Existing Public Alley Access.* Single-family attached subdivisions (creation of 10 or more parcels for single-family attached dwellings) shall receive primary vehicle access from a rear alley if a public alley exists within or adjacent to the subdivision.

5. *Pedestrian Pathways.* City may require dedication of right-of-way or easements and construction of pathways between single-family attached parcels (e.g., between building breaks) to provide for pedestrian connectivity between groupings of single-family attached units and from one side of the parcel to another.

~~6. Common Areas---If provided, Common Areas (e.g., landscaping in private tracts, shared driveways, private alleys, and similar uses) shall be maintained by a homeowners association or governed by another legal instrument. A copy of the applicable covenants, conditions and restrictions shall be provided to the city for review and acceptance before recording concurrently with the final plat.~~

~~B. Neighborhood Meeting Required. A neighborhood meeting shall be held prior to submission of a Tier 2 infill development application. The applicant shall hold a public meeting to offer owners of property near the affected property an opportunity to participate in the development process. A preapplication conference cannot substitute for the required neighborhood meeting. The applicant shall follow the neighborhood meeting guidelines established by the city.~~

~~1. The neighborhood meeting shall be held no earlier than 90 days prior to submittal of the application.~~

~~2. The applicant shall send a notice of the meeting at least 15 days prior to the neighborhood meeting to:~~

~~a. The official representative(s) of the city-recognized neighborhood association(s), if applicable, in whose boundaries the affected property is located, based on the list of official neighborhood associations kept by the planning official or designee, and~~

~~b. Neighbors and property owners of record of property within a radius of 500 feet of the subject property. The records of the Clark County assessor shall be used for determining the property owners of record, and~~

~~c. The city of Vancouver planning official or designee.~~

~~3. The notice must identify the date, time and place of the meeting and provide a brief description of the proposed development.~~

4. A copy of the notice, the proposed development plan as presented at the meeting, the mailing list, the sign-in sheet, and a meeting summary from the meeting shall be submitted with the application.

5. The planning official shall include the meeting summary with the notice of application sent to parties pursuant to VMC [20.210.060\(B\)](#), Notification of Public Hearing.

C. *Minimum Parcel Size.*

1. Infill parcels for single-family development (attached, detached and duplexes) shall meet minimum parcel area requirements as shown in Table 20.920.060-1.

Table 20.920.060-1. Minimum Parcel Area for Single-Family Dwellings

(Detached, Attached and Duplexes)

Zoning District	Minimum Parcel Area Single-Family Detached (sq. feet)	Minimum Parcel Area Single-Family Attached (sq. feet)	Minimum Parcel Area Per Duplex (sq. feet)
R-9	2,000 4,000 sf	1,500 3,000 sf	3,000 6,000 sf
R-6	3,000 5,000 sf	2,000 4,000 sf	4,000 8,000 sf
R-4	4,000 7,000 sf	2,500 5,000 sf	5,000 10,000 sf
R-2	8,000 , 14,000 sf	5,000 10,000 sf	10,000 20,000 sf

2. Parcel area may be varied by the planning official upon request. The planning official may grant a variance for up to one percent for proposed lots.

3. Tier 2 infill developments are not eligible to use Chapter [20.940](#) VMC, On-Site Density Transfers, provisions.

D. *Minimum Parcel Width and Depth.* Within a Tier 2 infill land division, the minimum parcel width and minimum parcel depth standards of Table [20.410.050-1](#) (Development Standards in Lower-Density Residential) shall not apply. However, subsequent development on infill parcels that were created with less than the minimum width and depth required by Table 20.410.050-1 (Development Standards In Lower-Density Residential) shall not be eligible for a variance to the minimum setback or frontage requirements

E. *Maximum Lot Coverage.* Maximum lot coverage may be increased 230 percent over the standard for the applicable zone **in a Tier 2 infill development**, as shown in Table 20.920.060-2.

Table 20.920.060-2. Maximum Building Coverage

Zoning District	Current Building Coverage Standard	Building Coverage Standard With 20% Increase
R-9	50%	605%
R-6	50%	605%
R-4	50%	605%
R-2	50%	605%

F. *Setbacks.* Infill parcels developed under provisions of this chapter shall comply with setback requirements of Table [20.410.050-1](#) (Development Standards In Lower-Density Residential); except that minimum front, side **and rear yard** setbacks shall be as follows:

1. *Minimum Front Yard.*

- a. Eighteen feet for garage or carport structures or other similar vehicular shelter.
- b. Ten feet for other buildings.

2. *Minimum Side Yard.*

- a. Single-family attached dwellings – interior side yard between attached buildings may be zero feet.
- b. All other uses shall comply with the standard side setbacks of the applicable zoning district.

3. *Rear Yard.* The minimum rear yard setback shall be 10 feet when the rear yard of the proposed infill development abuts parcels with existing single-family dwellings.

G. ~~Design Requirements for Tier 2 Development.~~

1. *Purpose.* The purpose of this requirement is to ensure compatibility of infill development with the character of existing residential structures while allowing higher density. Specific goals are as follows:

- a. To encourage new infill development that complements the existing neighborhood character.
 - b. To ensure new infill development is consistent with the pattern of established residential structures in the immediate vicinity, while allowing a mix of housing types (e.g., single-family attached, duplexes).
 - c. To provide a process for neighborhood participation in matters of compatibility within the context of these requirements.
2. *Design Criteria.* Tier 2 infill development shall meet the following design criteria as defined by the predominant existing residential character of the block face. The block face shall consist of properties along both sides of the public or private road frontage on which the development is located, from intersection to intersection, or the road end. If no intersection exists within 200 feet from the development site, then the block face shall consist of all properties along both sides of the road frontage within 200 feet of the development. Design requirements as contained in this section shall not apply to multifamily development containing three or more dwelling units. If there is no applicable existing development along a block face, subsections (G)(2)(a) through (G)(2)(f) of this section shall not apply.
- a. Building orientation on proposed lots located on the block face shall be the same as the predominant orientation of buildings along the block face.
 - b. Access and location of off-street parking on proposed lots located on the block face shall be the same as the predominant character for existing development along the block face.
 - c. Recessed entries or porches shall be incorporated to the extent that they present a predominant feature of existing dwellings along the block face.
 - d. Proposed residences shall have no more stories than the average number of stories of existing buildings located along the block face. The number of stories shall be that which is visible from the street of the designated block face. When the average results in a fraction of less than .5, it shall be rounded down to the next story; a fraction of .5 or greater shall be rounded up to the next story.
 - e. Roof pitch shall be within the same roof pitch category as the category within which the highest number of buildings along the block face falls, as follows: flat to slight (0:12 up to 3:12); moderate (greater than 3:12 up to 6:12); or steep (greater than 6:12). Where more than one category contains the highest number of buildings along the block face, the applicant may select from any roof pitch category up to and including the steepest category within which the highest number of buildings along the block face falls. For example, if there are eight homes on the block face and four have a flat to slight roof pitch and four have a moderate roof pitch, new homes may have a roof pitch from either category; however, a roof pitch in the steep category would not be allowed. (See also Figure 20.920.060-1, Categories of Roof Pitch Used to Determine Tier 2 Infill Predominant Character.)

f. ~~Roof overhangs shall be the same as the predominant character for existing development along the block face.~~

3. ~~Waiver. Any of the above compatibility requirements may be waived if 75 percent or more of the residential property owners along both sides of the street of the subject block face agree to alternate design standards.~~

4. ~~Neighborhood meeting (See VMC 20.920.050(B), Tier 2 Infill Standards). In the required neighborhood meeting, the applicant must also discuss and receive input on (but not limited to) the following topics:~~

a. ~~Connected roads and pathways;~~

b. ~~Buffering;~~

c. ~~Landscaping;~~

d. ~~Fencing;~~

e. ~~Facade features;~~

f. ~~Compatibility where there is no applicable existing development.~~

H. *Expedited Development Review Process.* An applicant may request an expedited review process for infill projects. An expedited infill project shall be contingent upon city staffing and other resource availability. Community development department will endeavor to complete review of an infill project within a 60-day time period from fully complete (FC) to issuance of the land use decision for projects that do not require a hearing; and 80 days for projects that require a hearing.

I. ~~*Infill Development Transportation Standards.* Street standards may be reduced as part of an infill development. See VMC 11.80.060. (Ord. M-4402 §§ 3(Z), 3(AA), 2023; Ord. M-3959 § 47, 2010; Ord. M-3840 § 42, 2007; Ord. M-3730 § 32, 2005; Ord. M-3663 § 24, 2004; Ord. M-3643, 2004)~~

Ordinance Attachment C - Amendments to allow smaller cottage cluster parent parcels, and make clearer that land divisions are allowed

Chapter 20.950
COTTAGE CLUSTER HOUSING

Sections:

20.950.010	Purpose.
20.950.020	Applicability.
20.950.030	Site Development and Design Standards.
20.950.040	Approval Process.

20.950.010 Purpose.

These standards are intended to allow groups of small-scale cottages around common areas in single or multifamily zoning districts in a manner promoting accessible housing and community interaction. The individual homes are smaller and shorter than what is allowed in the underlying zoning district, but they may be built at a higher density. (Ord. M-4377 § 2(d), 2022)

20.950.020 Applicability.

A. *Permitted zones and required minimum project size.* Cottage cluster housing developments shall be allowed on properties 210,000 square feet or larger in size in the R-17, R-9, R-6, R-4 and R-2 zoning districts. Lot size minimums of the underlying zone are not applicable to cottage cluster developments.

B. *Permitted Uses.* Cottage cluster development uses shall be limited to attached and detached single-family homes and associated outbuildings, public or private open space, and parking areas. Duplexes or attached single-family homes may constitute no more than 20 percent of the total number of units. Home occupations pursuant to Chapter [20.860](#) VMC shall be permitted only if there are no employees residing off site. Accessory dwelling units pursuant to Chapter [20.810](#) VMC shall be permitted only if located entirely within the single-family homes.

C. The narrow lot development standards in Chapter [20.927](#) VMC and R-17 zoning district standards of Chapter [20.410](#) VMC shall not apply to cottage housing developments. Minimum lot frontage and minimum lot sizes are not applicable to cottage housing developments. (Ord. M-4438 § 4(L), 2023; Ord. M-4377 § 2(d), 2022)

20.950.030 Site Development and Design Standards.

A. General Standards.

1. Cottage housing developments may be allowed at up to two times the maximum density of the underlying zone, including any accessory dwelling units.
2. Cottage housing developments shall contain a minimum of four and a maximum of 12 units in a cluster; provided, that a cottage development may contain up to two clusters.
3. Each single-family cottage shall not exceed 1,600 square feet in total floor area, and each duplex cottage 3,000 square feet. Floor areas of attached or detached garages and outbuildings shall count towards these size limits, with the exception of the first 200 square feet of garage or outbuilding per single-family cottage, or 400 square feet per duplex. Existing single-family homes may remain on site but will be counted toward the total density.
4. Building heights may not exceed 25 feet within 50 feet of the project site perimeter, and 30 feet elsewhere in the site. Roofs higher than 18 feet shall be pitched at a ratio of at least 6:12.
5. Covered porches shall be at least 60 square feet, with no dimension less than five feet.
6. Buildings shall be set back at least 10 feet from the nearest public or private road, and at least five feet from other buildings. Building setbacks to exterior property lines shall be that of the underlying zoning district.

B. Cottage Orientation. Cottages must be clustered around a common courtyard and must meet the following standards:

1. At least 75 percent of the cottage units shall be located within 25 feet of a common courtyard, and shall have covered porches and main entries which face the common courtyard or an adjacent public street.
2. The planning official may at their discretion grant exceptions as needed to allow cottages abutting a public street at the site perimeter to face the street, and as needed in cases of very narrow or unusually configured project parcels may reduce the required percentage of lots located within 25 feet of the common courtyard to 50 percent.

C. Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

1. The common courtyard must contain a minimum of 200 square feet of usable open or congregating space per cottage unit within the associated cluster.
2. The common courtyard must be generally square or round, and no narrower than 15 feet wide at its narrowest dimension.
3. The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 50 percent of the total common courtyard area.
4. Pedestrian paths must be included in a common courtyard. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

D. Required Parking and Parking Design.

1. *Required spaces.* Each dwelling unit shall include at least one parking space within the project area. On-street parking spaces abutting the project area may be counted towards this requirement.
2. *Common Parking Areas.* Parking may be located adjacent to an individual unit or in a common parking area. Common parking areas are subject to the following standards:
 - a. Cottage cluster projects with fewer than 12 cottages are permitted parking clusters of not more than five contiguous spaces.
 - b. Cottage cluster projects with 12 cottages or more are permitted parking clusters of not more than eight contiguous spaces.
 - c. Parking clusters must be separated from other spaces by at least four feet of landscaping.
 - d. Clustered parking areas may be covered.
3. *Parking location, access and screening.*
 - a. Off-street parking areas with five or more spaces shall not be located within 20 feet from any property line that abuts a street other than an alley.
 - b. No off-street parking space or vehicle maneuvering area is permitted between a property line that abuts a street (other than an alley) and the front façade of cottages located closest to that property line.
 - c. No off-street parking space is permitted within 10 feet of any other property line external to the cottage cluster, except property lines abutting an alley. Driveways and drive aisles are permitted within 10 feet of other external property lines.

d. Sight-obscuring landscaping, fencing, or walls at least three feet in height shall separate clustered parking areas and parking structures from common courtyards and property lines external to the cottage cluster.

E. *Pedestrian Access.*

1. A pedestrian path must be provided that connects the main entrance of each cottage to the following:
 - a. The common courtyard;
 - b. Shared parking or solid waste storage areas;
 - c. Community buildings; and
 - d. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
2. The pedestrian path must be hard-surfaced and a minimum of three feet wide.

F. *Community Buildings.* Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, community eating areas, community gardens, or picnic shelters. Community buildings must meet the following standards:

1. Each cottage cluster is permitted one community building.
2. The community building shall have a maximum floor area of 1,200 square feet.

G. *Maintenance of Common Areas.* The development application shall include a plan for ongoing maintenance of shared or common areas, including a mechanism for ensuring that the maintenance plan will be implemented.

H. *Solid Waste and Recycling Access and Collection.*

1. An access plan for solid waste and recycling collection service to all dwellings in the development shall be submitted with the application.
2. The access and collection plan shall show either a designated collection point for each lot or a common solid waste storage area for use by all lots and the ability of collection vehicles to maneuver safely to all points of collection. All circulation and turnaround designs must meet the requirements of VMC [11.80.070](#) and the Transportation Standard Details and be feasible using city-provided solid waste truck turning modeling templates and truck specifications. Collection vehicles shall be able to circulate the development and service receptacles with minimal backing required.

3. Collection points and common solid waste storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street. If only a single access is available to the storage area, adequate turning radius shall be provided to allow collection vehicles to safely exit the site in a forward motion.
4. Where collection is not feasible on each lot, one or more designated common solid waste storage areas, located no further than 150 feet from any dwelling it serves, shall be provided.
 - a. Common outdoor solid waste storage areas must have a smaller gate, door or open walkway entrance for residents in addition to and separate from the service gate(s).
 - b. The dimensions of the common solid waste storage area shall accommodate receptacles consistent with current methods of local collection and allow for pedestrian (driver and residents) access between receptacles. Plans shall show footprints of all intended receptacles using dimensions from city-provided solid waste receptacle standards.
 - c. Outdoor common solid waste storage areas shall be enclosed by a screen comprised of a sight-obscuring wall, fence and/or vegetation. Service gate(s) shall allow access to haulers; they shall be capable of being secured in fully closed and open positions.
 - d. Solid waste storage receptacles shall be clearly labeled to indicate the type of materials accepted.
 - e. Common outdoor solid waste storage areas shall not be located in a side or rear yard setback that abuts property that is not within the same development; i.e., impacts of the location on neighboring properties is an important consideration. Every effort should be made to locate outdoor garbage and recycling areas so as to minimize their impacts on existing neighboring residential properties.
5. Designated collection points shall be located adjacent to alleys or streets but shall not obstruct sidewalks, bike lanes, or vision clearance triangles.
6. Maintenance of any private streets or alleys used for solid waste collection service shall be the responsibility of the property owners, and a maintenance agreement shall be recorded with the plat.
7. Each lot must have adequate storage space for carts when not set out for collection day. If lots do not have garages, driveways, or other suitable features for storing carts, individual or shared enclosure areas must be provided and shown on plans. Receptacles and common storage areas must be screened from view and not located in the right-of-way or adjacent to existing neighboring properties. (Ord. M-4438 § 4(L), 2023; Ord. M-4402 § 3(CC), 2023; Ord. M-4377 § 2(d), 2022)

20.950.040 Approval Process.

Cottage cluster housing projects shall be reviewed under Chapter [20.320](#) VMC, Subdivisions, where individual lots are proposed to be owned separately, or as a Type II review subject to Chapter [20.270](#) VMC, Site Plan Review, where common ownership of lots is proposed. (Ord. M-4377 § 2(d), 2022)

AN ORDINANCE authorizing the execution of a Master Services Agreement with Attachments (MSA) between Clark County, Washington (“County”), the City of Vancouver, Washington (“City”) and Columbia Resource Company (“Contractor”), to provide Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services; providing for severability; and setting an effective date.

Staff Report: 175-24

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Ordinance Authorizing Contract Agreement between Clark County, the City of Vancouver and Columbia Resource Company for long-term Solid Waste Disposal and Processing Services

Key Points

- The City of Vancouver (City) and Clark County (County) have coordinated for over three decades on a variety of solid waste issues, including collaborating on the current 2006 transfer and disposal services contract with the owner and operator – Columbia Resource Company (CRC), which is anticipated to conclude in 2027. In advance of that, City and County staff have partnered to negotiate a new contract that will replace the existing 2006 contract.
- In February 2024, City and County Councils executed an Agreement In Principle with CRC which guided key provisions now contained within the Master Services Agreement and Attachments (MSA). Negotiations were finalized this August with provisions incorporated into the new contract.
- The City is an indirect party to the current contract but will become a more active public agency partner to Clark County in the attached contract, including continuing to serve in both support and advisory roles on key matters.
- This coordinated effort is an efficient way for both public agencies to offer convenient and affordable disposal, recycling and other processing services to residents, businesses and self-haul customers across the region, while providing for appropriate future growth, resiliency and fiscal oversight and continuity of service through August 2038.

Strategic Plan Alignment

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

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

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

Background and Overview

Our region has a long history of leveraging public-private partnerships through long-term waste disposal contracts to provide reliable solid waste transfer station and disposal services that are resilient, environmentally responsible and cost-effective.

At present, the City is a signatory to the current contract, specifically as it relates to directing all waste generated within city limits to the regional disposal system and as the City being a key public customer and stakeholder. This new contract would replace the existing contract.

In February 2024, the City and County Councils approved the [Agreement In Principle](#) (AIP) that served as a framework for this new long-term contract. The AIP outlined how the new contract structure will be in an MSA format with Attachments to include Attachment A.1: transfer station ownership, O&M, waste transport and disposal, specified processing services with a conditional performance-based extension, Attachment A.2: existing MRF operation for up to 4 years, and Attachment A.3: directing how capital improvements would be performed.

Key provisions identified in the AIP and incorporated in the MSA between the County, City and CRC include:

- *Dedicated funding to be used for current needs and future investments.* Outlined in A.1 and Exhibit A.1-6 is a dedicated financial commitment from CRC of \$50 million (in 2023 dollars) in the first four years of a new contract, with an additional \$13 million (2023 dollars) estimated funding in subsequent years of the new contract and conditional extension years. The combined \$63 million in funding for the regional system are contributions from the MSW and Drop Box Tip Fees and contractor to be used for timely investment in capital improvement and select maintenance projects managed and approved by the County with input from the City.
- *Capital Improvement & Maintenance program.* Terms provide that new funding is used promptly to make necessary capital improvements at the existing three transfer station facilities, at a prospective fourth facility as detailed in the County's [Regional System Study](#) and [draft Comprehensive Solid Waste Management Plan](#), and sets standards so that those assets are maintained in an acceptable condition well into the future. A.3 enables the CRC to assist in the delivery of capital projects at each facility and throughout the term of the MSA with timing, direction and oversight from the County.
- *Transparency & Accountability.* Provides assurances to the public and customers served that there will be improved Operations & Maintenance (O&M) standards and performance requirements and remedies for non-compliance or non-performance. Simplified and updated annual tip fee adjustment process as captured in A.1 and Exhibit A.1-7 is the agreed upon new "rate model" to be used for calculating and annually adjusting components of the Tip Fees and other fees under the new contract.
- *System Resiliency.* In recognition of the essential role the regional transfer stations have in protecting public health and the environment, there are additional measures to provide resiliency and plan for major system impacts and natural disasters through provisions in the A.1 and A.2 for Alternative Methods and Uncontrollable Circumstances, as well as adding additional waste containers and equipment to replace old equipment and increase capacity for handling waste tonnage growth and diversion of curbside and commercial organics and food waste, wood and C&D material, and recognition of the new state Organics Management Laws that require diversion of organic materials from the landfill from many of the region's incorporated cities and urban growth areas.
- *Public Ownership/Purchase Option.* Preserves the option for public ownership that is in the current disposal contract with CRC, and specifically includes that the County, or County successor – to be defined and established as a future public entity – has the option to purchase each of the three transfer station facilities, including the two serving Vancouver

(West Van and Central for \$1 dollar each) upon expiration of the initial term of A.1 on December 31, 2032 and to allow for the County, City and regional cities and town to finalize work to develop a future public ownership model for the regional system.

Present Status

In the six months following approval of the AIP, the parties completed negotiations of the MSA with attachments. Key terms include:

MSA

- Finalization of definitions, prevailing wage and records provisions.

A.1

- Agreement on easement or dedication for existing transfer stations, conducting Environmental Site Assessments (ESAs) for identification of any pollution and remediation of properties at the onset of the contract and prior to ownership transfer.
- Implementation of a County approved, one-time adjustment of \$1.60 per ton applied to disposal tip fees for the designated barge contractor, effective January 1, 2025.

A.2

- Maintains status quo for recyclables receiving, processing and marketing/sale of commodities.
- Maintains status quo for revenue distribution among the County, City and CRC from the sale of recyclables.
- Fully incorporates recyclables processing service costs into a consolidated compensation section. Retains existing fee structure for recyclables processing, revenue share from the sale of recyclables among the parties and the County approved processing surcharge implemented in 2018.
- Allows for continued recyclables processing for up to 4 years, (2024-2027, 1-year option) at the current material recovery facility (MRF) located within the West Van Transfer Station.
- Sets the stage for negotiations for a future new, stand-alone MRF / recyclables processing facility contract or procurement that is set to occur after execution of the MSA.

City staff are returning to Council as a third and final touch to request approval by ordinance to enter into the new contract with the County and CRC.

Staff recommend continuing our historic approach to participate as a key partner in the regional solid waste transfer and disposal system, managed by the County, and governed by new, more modern services contract with the CRC.

Next Steps

In recognition of a successful conclusion to negotiations to-date, CRC has signed the attached Master Services Agreement, Attachments A.1, A.2, and A.3. City staff recommend signing the proposed contract. If approved, the new contract will commence on September 1, 2024, with an effective date upon Clark County Council approval and signing by all parties.

Upon City Council approval, the contract is scheduled to be brought to [Clark County Council](#) on

September 17, 2024, for review and motion consideration.

Additional negotiations remain for a separate contract to address the outstanding need for a new recyclables processing services contract, which is anticipated to be formalized in a new Attachment A.4 to eventually replace A.2. Staff anticipate returning to City Council for additional information and action in the coming year.

Advantage(s)

1. Continues the City's Host Fee for West Van between Columbia Resource Company and the City.
2. Keeps system tipping fees low as a result of a long-term guarantee of waste flow.
3. Further positions Vancouver's role as a key participant in the regional solid waste transfer and disposal system and carries forward the purchase option of existing transfer facilities.
4. Secures dedicated funding for capital improvement and maintenance services in the first four years of the contract and provides continued funding mechanism for future regionalization and system needs.
5. Continues to provide funding (through included County Health Fee \$1.43/ton) for regional Solid Waste programs for administration of the solid waste transfer and disposal system, long-term solid waste management planning, as well as education and outreach.
6. Finalizes years of negotiations to reach agreement with the private owner and operator on a more modern and regional solid waste transfer system.

Challenge(s)

All customers of the regional transfer stations will experience a rate increase as part of the one-time barge adjustment, which will be passed through as part of City rate setting for 2025 solid waste rates.

Budget Impact

This proposed contract will not have different budgetary impacts than the current one. However, the proposed MSA is anticipated to contain key provisions and updates that will result in impacts to City garbage customer rates, anticipated to take effect January 2025. The increase in solid waste rates will be evaluated alongside other utility rate increases to ensure that the overall weighted blended rate for all utilities does not exceed 6%.

Prior Council Review

Council Workshop, [August 14, 2023](#)

Council Consent Agenda, [February 26, 2024](#) for the AIP

Action Requested

Advance the ordinance on first reading and set a date of September 16, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to finalize and execute the MSA, Attachment A.1, A.2 and A.3 between Clark County, the City of Vancouver and Columbia Resource Company.

Staff Contact

Julie Gilbertson, Solid Waste Supervisor, Cary Driskell, Assistant City Attorney, Steve Worley, Public Works Director, julie.gilbertson@cityofvancouver.us, cary.driskell@cityofvancouver.us, steve.worley@cityofvancouver.us

Attachments:

1. Ordinance
2. MSA

9/09/24
9/16/24

ORDINANCE M - _____

AN ORDINANCE authorizing the execution of a Master Services Agreement with Attachments (MSA) between Clark County, Washington (“County”), the City of Vancouver, Washington (“City”) and Columbia Resource Company (“Contractor”), to provide Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services; providing for severability; and setting an effective date.

WHEREAS, Contractor has provided transfer, transport, disposal and recyclables processing services to the County and City under prior long term disposal agreements commencing in 1992 and 2006; and

WHEREAS, to ensure continuity of waste handling, disposal and specified processing services into the future, the City and County wish to execute a MSA with the Contractor for services until December 31, 2032, with the ability to extend for an additional five year and eight-month term through August 31, 2038; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to authorize the execution of contracts with a duration of more than five years if done by ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

ORDINANCE - 1

Does not require codification

Section 1. Approval. The City Manager or designee is hereby authorized to execute a contract with the County and Contractor for the provision of solid waste handling, transport, disposal, and specified processing services to the City.

Section 2. Duration. The duration of the contract is authorized for an initial term commencing on September 1, 2024, until no later than December 31, 2032, with a mutual option to extend for an additional period until August 31, 2038.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This Ordinance shall go into effect five days after its recording.

ORDINANCE - 2
Does not require codification

SIGNED this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE authorizing the execution of a Master Services Agreement with Columbia Resource Company, L.P., to provide Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services; authorizing the MSA beyond a five-year duration; providing for severability; and setting an effective date to the City of Vancouver, Washington and Clark County, Washington; authorizing a contract amendment extending the contract beyond its initial term; providing for severability; and setting an effective date. The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification

MASTER SERVICE AGREEMENT
HDC.1818

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666
and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666
and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and
Regional Solid Waste System Capital Improvements
Services

Description: Provision of services related to Regional Solid Waste
System including Regional Transfer Station Services;
Transport Services, Disposal Services; Organics, Yard
Debris, Hazardous Waste, and Other Specified
Processing Services; Recycling Processing Center
Services; and Regional Solid Waste System Capital
Improvements Services.

Supplier Contract Number: N/A
Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818
Initial Contract Period: September 1, 2024 - December 31, 2032

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 564.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 360.397.8415 GCT@clark.wa.gov
Vancouver Contacts		
Program	Fiscal	Contract
Julie Gilbertson 360.487.7162 julie.gilbertson@cityofvancouver.us	Shannon Turk 360.487.7132 shannon.turk@cityofvancouver.us	Anna Vogel 360.487.8429 anna.vogel@cityofvancouver.us
Contractor Contacts		
Program	Fiscal	Contract
Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com	Jason Hudson 503.884.9332 Jason.hudson@wasteconnections.com	Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com

By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 08/27/24
Dan Schooler, Date
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, Date
City Manager

CLARK COUNTY:

Kathleen Otto, Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, Date
City Attorney

Amanda Migchelbrink 08/26/24
Amanda Migchelbrink, Date
Deputy County Prosecuting Attorney

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TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Term. The Contract shall be effective beginning September 1, 2024 at 12:00 AM, Pacific Time and ending December 31, 2032 at 11:59 PM, Pacific Time. Upon extension of any Scope of Services Attachment (Attachment A) per Exhibit A herein, County reserves the right to extend the Contract for five (5) years and eight (8) months, with the same terms and conditions or amended terms and conditions agreed upon in writing by all Parties, by service of written notice of its intention to extend the Contract or any Attachment not later than six (6) months prior to the Contract termination date.
3. Compensation. The Parties mutually agree compensation shall be according to the requirements set forth in Attachment A, which are attached hereto and incorporated herein by this reference.
4. Failure to Perform, Remedies, and Termination. The County and Vancouver expect high levels of customer service and service provision. Performance failures shall be discouraged, to the extent possible, through specific non-performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to non-performance fees and Section 4.2 details default provisions and procedures.

4.1. Non-Performance Fees.

- 4.1.1. The County and Vancouver reserve the right to make periodic, unscheduled inspection visits and/or investigations of Contractor performance to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract and following notice to the Contractor and County attempts to resolve performance issues with the Contractor, the County Program Representative may present a documented incident report to the Contractor detailing such unsatisfactory performance. The Parties agree that upon receiving such report, the Contractor shall pay the dollar amounts set forth in Attachment A, not as a penalty, but as non-performance fees for failure to satisfactorily perform its duties under this Contract.
- 4.1.2. The Parties agree that the County and Cities damages would be difficult to prove in any litigation and that the dollar amounts set forth in

Attachment A are a reasonable estimate of the damages sustained by the County and Cities as a result of the Contractor's failure to satisfactorily perform its duties under this Contract.

- 4.1.3. Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the County and Vancouver reserve the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The non-performance fee schedule set forth in the Contract shall not affect the County's or Vancouver's ability to terminate this Contract as described in Section 4.2.
- 4.1.4. Non-performance fees, if assessed during a given month, shall be invoiced in writing by the County to the Contractor. The Contractor shall be required to pay the County the invoiced amount within thirty (30) calendar days of billing, except to the extent that Contractor disputes the invoiced amounts in good faith and appeals the invoiced amounts in accordance with the paragraph below. Failure to pay non-performance fees shall be considered a breach of this Contract and shall accrue penalty charges of eight (8.0%) percent per month of the amount of any delinquent payments. Any non-performance fees collected by the County shall be deposited in the Regional Solid Waste System Fund (RSWSF) or another County fund if not approved to be deposited in the RSWSF pursuant to Attachment A.
- 4.1.5. Any non-performance fees assessed against the Contractor may be appealed by the Contractor in writing to the County Program Representative within ten (10) business days of being invoiced for assessed non-performance fees. In connection with any such appeal, the Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated. If not appealed within ten (10) business days, the Contractor waives its right to appeal the assessed non-performance fees.
- 4.1.6. The Parties must attempt to resolve an appeal of assessed non-performance fees using the Dispute Resolution procedures outlined in Exhibit A; except that in the event neither good faith negotiations nor non-binding mediation resolves the dispute, the disagreement concerning non-performance fees shall be conclusively settled by arbitration under the laws of the State of Washington, in accordance

with this section and, when not prescribed herein, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

- 4.1.6.1. Contractor shall have ten (10) business days from the date of mediation to initiate the arbitration proceedings by filing a Demand for Arbitration in accordance with the applicable rules and mailing notice of the same to the County.
- 4.1.6.2. If Contractor does not initiate arbitration proceedings within the time allowed by this Section, Contractor waives its right to further contest the assessed non-performance fees.
- 4.1.6.3. The arbitration hearing shall be held in Clark County, Washington, unless all Parties agree otherwise.
- 4.1.6.4. The Contractor shall be required to pay the County the amount of assessed non-performance fees as determined appropriate within thirty (30) calendar days following resolution of the appeal.

4.2. Contract Default.

- 4.2.1. The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:
 - 4.2.1.1. The Contractor fails to commence services or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 21;
 - 4.2.1.2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the County, Cities, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
 - 4.2.1.3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;

- 4.2.1.4. The Contractor causes uncontaminated Recyclables or Organics to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the County and Vancouver;
 - 4.2.1.5. The Contractor fails to make any required payment to the County and Vancouver, as specified in this Contract; or
 - 4.2.1.6. The Contractor is assessed non-performance fees pursuant to Section 4.1 in excess of twenty-five thousand dollars (\$25,000) during any consecutive six (6) month period.
- 4.2.2. The County and Vancouver reserve the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the County Program Representative shall give the Contractor ten (10) business days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) business days prior written notice, the County Program Representative shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the County and Vancouver to remedy the stated reason and the efforts continue in good faith, the County Program Representative may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period or does not undertake efforts reasonably satisfactory to the County and Vancouver to remedy the stated reason, then the County Program Representative may at its option terminate this Contract effective immediately.
- 4.2.3. If the Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the County and Vancouver for noncompliance, and fails to correct the same, the County Program Representative, after the initial notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and Surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly

discontinue the services provided under this Contract. The Surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the County Program Representative has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

4.2.4. In the event that the Surety on the Contractor's performance bond fails to exercise its option within the ten (10) business day period, the County and Vancouver may complete the services provided under this Contract or any part thereof, either through contract with another party or any other means.

4.2.5. The County and Vancouver shall be entitled to recover from the Contractor and the Surety on the Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the County and Vancouver. A Surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract services provided by the Surety and shall otherwise be subject to the same rights and obligations with respect to the Contract services furnished by the Surety as would be applicable if the Contract services were to be performed by the Contractor. The County's and Vancouver's obligation to pay for such Contract services shall be subject to satisfactory performance by the Surety as well as to setoffs or recoupments for sums, if any, owed by Contractor to County and Vancouver on account of Contractor's abandonment or default and for all costs incurred by the County and Vancouver as a result of the Contractor's default.

4.2.6. If the County and Cities employees provide services to be performed by Contractor under the Contract, the actual incremental costs of County and Cities labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the Surety on the Contractor's performance bond.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County or Vancouver and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.

6. Indemnification/Hold Harmless.

6.1. General.

6.1.1. Except as expressly provided in this Section, the Contractor shall at all times during the term of this Contract indemnify, hold harmless and defend the County, Vancouver, and any other City, their elected officials, officers, employees, agents, and representatives, from and against any and all losses, damages, costs, charges, expenses, judgments, liabilities (except to the extent resulting from the County's, Vancouver's or other City's negligence or willful conduct) and reasonable attorneys' fees (including those fees to establish the right to indemnification), (collectively the "losses"), to the extent directly or indirectly resulting from, arising out of, or related to one or more claims described in this Section.

6.1.2. The term "claims" as used in this Section shall mean all claims, lawsuits, causes of action, demands, damages, penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including but not limited to lawsuits, causes of action, and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the County, Vancouver, other City, the Contractor, or any other person, and all property owned or claimed by the County, Vancouver, other City, the Contractor, any affiliate of the Contractor, or any other person), to the extent such claims are in any way connected with:

- 6.1.2.1. The performance or non-performance of any provision or requirement of this Contract by Contractor, its officers, employees, subcontractors, agents, or servants;
- 6.1.2.2. Any negligent act or omission or willful misconduct of Contractor, its officers, employees, subcontractors, agents, or servants at any of the Facilities;
- 6.1.2.3. The failure of Contractor, its officers, employees, subcontractors, agents, or servants to comply in any respect with the provisions and requirements of Applicable Law including all applicable permits, licenses, laws, statutes, regulations, ordinances, codes, orders, and all other legal requirements of federal, state, and local government

authorities and agencies having jurisdiction over the Facilities or relevant activities of the Contractor;

6.1.2.4. Any release(s) or emissions, or threatened release(s) or emissions of Solid Waste, Unacceptable Waste, or any dangerous substance by any person(s) at, onto, into, above, under, through, or from any of the Facilities subject to the limitations and conditions in Section 6.2, below; or

6.1.2.5. Defects in or damage to the Facilities caused by the Contractor, its employees, agents, or subcontractors as result of negligence or failure to maintain the Facilities in accordance with the manufacturer's instructions or schedules.

6.2. Notice to Contractor Legal Defense. In the event an action is brought against the County for which indemnity may be sought against the Contractor, the County shall promptly notify the Contractor in writing. The Contractor shall have the right to assume and control the investigation and defense including the employment of counsel and the payment of all expenses of claims against which it must provide indemnity under this Section. On demand of the County, the Contractor shall at its own cost and expense, defend and provide qualified attorneys reasonably acceptable to the County under service contracts reasonably acceptable to the County to defend the County, its officers, employees, agents, and servants against all claims subject to the Contractor's indemnity obligations.

6.3. Applicability of RCW 4.24.115. If a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then the Contractor's duty to indemnify the County or any other indemnitees (or any of their agents or employees) for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from concurrent negligence of the Contractor or the Contractor's agents or employees and the County or any other indemnitees (or any of their agents or employees) shall be limited to the extent of the Contractor's negligence.

6.4. Waiver of Industrial Insurance. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the Contractor's waiver of immunity under industrial insurance and Title 51 RCW, as respects the County and Vancouver only, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

- 6.5. Royalties; License Fees; Patents. The Contractor shall pay royalties and license fees, shall defend all suits or claims for patent infringements that may occur in the performance of this Contract and shall hold the County and Vancouver harmless from any loss on account thereof.
- 6.6. No Waiver. Except as otherwise expressly stated herein, the Parties do not under this Section waive or surrender immunity available under any federal, state, or local law. This Section shall survive termination or expiration of the Contract.
7. Wage and Hour Compliance. The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County and other Cities free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
8. Prevailing Wage.
- 8.1. To the extent any work performed by the Contractor or any subcontractors hired by the Contractor requires the payment of prevailing rates of wage pursuant to chapter 39.12 RCW, then the Contractor shall ensure that, pursuant to chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of such “public work” shall be paid not less than the applicable prevailing rate of wage.
- 8.2. In the event that Contractor or any of its subcontractors are required to pay prevailing rates of wage, Contractor shall comply, and shall cause its subcontractors to comply, with the following provisions:
- 8.2.1. Look up the prevailing rates of pay, benefit, and overtime codes from this link:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.
- 8.2.2. For prevailing wage questions, contact the Dept. of Labor and Industries at PW1@Lni.wa.gov or 360-902-5335.
- 8.2.3. Required Prevailing Wage Documents:

8.2.3.1. On forms approved by the Industrial Statistician of Washington State Dept. of Labor & Industries (L&I), the Contractor shall submit to Clark County Public Health the following for itself and for each Subcontractor covered under chapter 39.12 RCW that provided Work and materials for the Contract:

8.2.3.1.1. A copy of an approved "Statement of Intent to Pay Prevailing Wages" required by RCW 39.12.040. The Contractor and all Subcontractors will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been provided.

8.2.3.1.2. A copy of an approved "Affidavit of Prevailing Wages Paid", required by RCW 39.12.040. The Contractor will not grant Completion (acceptance of the contract) until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by L&I and a copy of all the approved forms provided.

8.2.3.1.3. The Contractors and Subcontractors must submit certified payroll records to L&I as required by RCW 39.12.120.

8.2.3.1.4. The Contractor shall be responsible for any form filing fees required by L&I.

9. Payment of Taxes. The Contractor assumes full responsibility for the payment of all taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any federal, state, or local legislation that is now or may during the term of this Contract be enacted as to all persons employed and property or equipment owned or used by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and

may be promulgated in connection therewith. The extent, if any, to which the Contractor will be permitted to adjust Tip Fees for cost increases due to the imposition of or increase in the rates of taxes, fees, or surcharges is set forth in Attachment A.1 Section 18.

10. Contract Documents. The contract documents included in this Contract include:

- Master Service Agreement,
- Attachment A.1,
- Attachment A.2,
- Attachment A.3,
- and any future Attachments with accompanying Exhibits as agreed by the Parties in writing.

If there is a conflict between the provisions of these documents, the order of precedence as it relates to interpretations between the aforementioned documents is that the Master Services Agreement shall control over the Attachments.

11. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.

12. Changes. The County or Vancouver may, from time to time and as permitted by the Contract, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County, Vancouver, and the Contractor, shall be in writing, signed by the Parties, and incorporated in the written amendments to the Contract.

13. Inspection of Documents; Proprietary Documents; Public Record Act. The County and Vancouver have the right to inspect books and records of Contractor which are reasonably necessary to monitor Contractor's compliance with the Contract. Within ten (10) business days of receipt of written notice from the County or Vancouver to inspect Contractor's books and records related to the performance of this Contract, Contractor and County or Vancouver shall determine a mutually agreeable date, time, and location to accommodate the request by the County or Vancouver without unreasonably interfering with Contractor's business operations. If the Contractor and County or Vancouver cannot agree on a date, time, and location within those ten

(10) business days, Contractor shall make the requested records available to the County and Vancouver at Contractor's premises located at 6601 NW Old Lower River Road, Vancouver, WA 98660 on a date and time determined by the requesting entity.

13.1. The County and Vancouver have the right to request a copy of Contractor's books and records related to the provision of services by Contractor; provided, however, that Contractor's obligation to provide financial information shall be governed by Section 2.4 of Exhibit A.

13.2. The County or Vancouver shall have a right to inspect but the Contractor shall not be required to release information that Contractor reasonably deems to be proprietary or confidential in nature; provided, that this shall not prevent the release of such proprietary or confidential documents for purposes of any enforcement proceeding where appropriate legal steps are available to address Contractor's concerns regarding confidentiality. In the event Contractor asserts that certain information is proprietary or confidential in nature, Contractor shall identify generally the information which it deems proprietary and confidential and the reasons for its confidentiality in writing to the County or Vancouver. Each page of such information provided will be clearly marked as proprietary and confidential. The County or Vancouver will not dispute Contractor's designation of information as proprietary or confidential. The County or Vancouver will treat any information disclosed or provided for inspection by Contractor as confidential or proprietary and only disclose it to those employees, representatives, and agents of the County and Vancouver that have a need to know in order to enforce the Contract, and who agree to maintain the confidentiality of all such information, to inspect the information identified by Contractor as confidential or proprietary.

13.3. Any public record related in any way to this Contract may be subject to inspection and copying under the Washington Public Record Act, chapter [42.56](#) RCW. The County or Vancouver shall timely provide Contractor with a copy of any public record request to inspect or copy documentation/information relating to this Contract, including for public records provided to the County or Vancouver and marked as proprietary and confidential prior to allowing any inspection and/or copying as well as provide Contractor with a time frame, consistent with RCW [42.56.520](#), to provide the County or Vancouver with its written basis for nondisclosure of the requested documentation/information. In the event the County or Vancouver disagrees with Contractor's basis for nondisclosure, the County or Vancouver agrees to withhold release of the requested documentation/information in dispute for a

reasonable amount of time to allow Contractor an opportunity to file a legal action pursuant to RCW [42.56.540](#) as adopted or amended.

14. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Insurance.

16.1. General.

16.1.1. The Contractor shall provide, maintain and pay for from an insurance company or companies having a Best's Rating of A- VII or better, and authorized in the states of Washington and Oregon, the insurance coverage designated in this Section and shall satisfy the pollution liability coverage obligations under this Section by maintaining pollution liability insurance coverage as set forth in this Section.

16.1.2. Thirty (30) days before commencement of services, the Contractor shall provide the County with copies of the insurance certificate(s), required under this Section that name the County and Vancouver as an additional named insured (except the insurance required under Section 17.3.1) and designate the type and amount of insurance, class of operations covered, effective date(s) and expiration date(s). Copies of insurance policy declaration pages and specific endorsements shall be available to the County on reasonable request. In addition, each certificate shall contain substantially the following statements:

(A) This policy is primary insurance and exclusive of any insurance carried by Clark County or Vancouver and the insurance evidenced by this certificate shall be exhausted first, even if Clark County or Vancouver has other valid and collectible insurance covering the same risk.

(B) Contractor shall provide at least sixty (60) days written notice of any cancellation or material reduction or alteration in coverage of any

policy required herein, such notice shall be sent to both the Clark County Director of Public Health at P.O. Box 9825, Vancouver, Washington 98666 and the City of Vancouver Director of Public Works at P.O. Box 1995, Vancouver, Washington 98668.

(C) This policy consists only of insurance on an occurrence basis, not on a claims-made basis except the insurance required under Section 17.3.4; however, if occurrence basis policies are not available then include a statement that this policy includes tail coverage unless tail coverage becomes unavailable in the marketplace.

16.1.3. The Contractor shall maintain the insurance coverage required under this Section for the Term of the Contract. The Contractor immediately shall increase the amount of insurance required to reflect any changes in the maximum limits under the Oregon Tort Claims Act, or any other applicable tort claims act. Any such increase may be considered in Tip Fee rate setting for the subsequent year.

16.2. Replacement Insurance. In the event the Contractor fails to provide and maintain the insurance coverage required pursuant to this Section, the County and Vancouver at its discretion, may procure and maintain, at the Contractor's sole expense, insurance to the extent the County and Vancouver deems proper but not in excess of that which the Contractor is required to provide under this Section.

16.3. Designated Insurance Requirements Minimum Limits.

16.3.1. Workers' Compensation.

- (A) Workers' Compensation covering all employees who are engaged in any work under the Contract: Statutory (State/Federal)
- (B) Employers' Liability including bodily injury caused by disease: \$1,000,000

16.3.2. Commercial General Liability.

16.3.2.1. Bodily injury and Broad Form Property Damage and Broad Form Property Damage including Completed operations, and shall include coverage for Explosion, Collapse, and Underground: \$1,000,000 Each Occurrence

16.3.2.2. Personal Injury Limit: \$1,000,000 Each Occurrence

16.3.2.3. Products/Completed Operations Aggregate: \$2,000,000

16.3.2.4. General Aggregate: \$2,000,000

16.3.2.5. County's and Contractor's Protective Liability:

16.3.2.5.1. Bodily injury (inc. death): \$1,000,000 Each Occurrence

16.3.2.5.2. Property Damage and Broad Form Property Damage including Completed Operation that shall include coverage for Explosion, Collapse, and Underground: \$1,000,000 Each Occurrence

16.3.2.5.3. General Aggregate: \$1,000,000

16.3.3. Property Insurance including coverage for fire, floods, explosion, vandalism and Extended Coverage for the full replacement value of the Regional Transfer Station Sites including but not limited to the buildings and equipment.

16.3.4. Pollution Liability covering remediation, bodily injury and property damage to third parties resulting from sudden or gradual pollution from any Facility provided or activity performed under the Contract including but not limited to Transfer Stations, Loading Facilities, Unloading Facilities, and Disposal Site(s). The pollution policy shall cover Site Pollution, Transportation, and Non-owned Sites with minimum limits of \$10,000,000 Per Occurrence and \$20,000,000 Annual Aggregate. All subcontractors shall maintain the same pollution coverage and limits.

16.3.5. Comprehensive Automobile Liability including owned, non-owned and hired vehicles for Bodily Injury/Property Damage, Combined Single Limit: \$1,000,000

16.3.6. Contractor or the barge subcontractor shall provide proof of Protection and Indemnity covering loss of life/personal injury, damage to property or other vessels for vessels used for the Project. Coverage shall include clean-up expenses and liability to third parties for pollution damage resulting from sudden discharges in water for vessels used for the Project. The policy shall include coverage for all hazardous substances, including discharge of fuel and other hazardous materials used in the

operation or service of the vessel along with cargo. Minimum limit of \$10,000,000 Per Occurrence and \$10,000,000 Annual Aggregate. If circumstances require over the road transport of hazardous materials, Contractor shall use commercially reasonable efforts to ensure that any contractor or subcontractor carries the same coverage and limits as required in Section 16.3.4.

16.3.7. Excess/Umbrella Coverage including but not limited to General Liability, Employer's Liability, Automobile Liability and Contractor's Protective Liability: \$25,000,000 Each Occurrence; \$25,000,000 Aggregate

16.4. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to or otherwise waive subrogation against County and Vancouver, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Contractor hereby waives its own right of recovery against County and Vancouver for amounts covered by the insurance required herein to be carried, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.

17. Bonding and Irrevocable Letter of Credit.

17.1. At the execution of the Contract, the Contractor shall provide and maintain for the term of the Contract, a performance bond from a bonding company, financial institution or other entity approved by the County and Vancouver and an Irrevocable Letter of Credit as required herein. Said bond shall be any other financial guarantee or type of bond that is approved by the County and Vancouver. Excluding Attachment A.3, the Contractor shall maintain the bond in an amount equal to \$2,000,000.00 and an Irrevocable Letter of Credit equal to twenty-five percent (25%) of the total revenues paid to the Contractor estimated for the initial year of the Contract for the previous year of operations for all years excluding the initial year. Excluding Attachment A.3, the bond shall be issued for a period of not less than one (1) year; the Contractor shall provide a new bond, or evidence satisfactory to the County and Vancouver of the bond's renewability, at least one hundred eighty (180) calendar days before the bond then in effect expires. For Attachment A.3, the Contractor shall maintain the bond in an amount and for a period as specified in Attachment A.3.

17.2. Any bond under this Section shall automatically terminate on the expiration of the Contract. Notwithstanding that termination, at any time within two (2) years after the date any bond terminates, the County, Vancouver, and other Cities may make a claim against the bond to compensate for the Contractor's failure to perform its obligations under the Contract. For purposes of this Section the word "bond" shall mean any bond, letter of credit or other financial guarantee referred to in this Section and provided to guarantee or provide the funds to guarantee the performance of the Contractor's obligations under this Contract. All bonds given under this Section that are signed by the Surety's agent must be accompanied by a certified copy of that agent's authority to act for the Surety at the time the bond is signed. The County and Vancouver must approve in writing the Surety providing, and the form and substance of, all bonds. The Contractor may satisfy the bond obligations under this Section by providing bonds from one or more bonding companies meeting the qualifications set forth in this Section.

18. Approval of Subcontractors. The Contractor shall submit to the County Program Representative for approval any subcontractor, including the names, addresses, qualifications, scope of services, and other information requested by County or Vancouver, for items and services (i) equal to or exceeding \$250,000 per year and with a contract term longer than twelve (12) months and (ii) for all items and services paid from the Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) and the Regional Solid Waste System Fund (RSWSF). The Contractor shall submit such information to County Program Representative for approval at least thirty (30) calendar days (except in an emergency) prior to the execution of a subcontract.

19. Assignment of Subcontracts. All contracts or agreements entered into by the Contractor with its subcontractors, officers, employees, and agents for performance of the Contract, including but not limited to all contracts or agreements relating to the operation or ownership of the Disposal Site and any other Facilities, shall include and be consistent with all terms and conditions of the Contract. All subcontracts shall include a clause that if the Contractor defaults in performance of the Contract and the County accepts assignment of the subcontract, the subcontractor shall recognize the County or County successor as the Contractor and the County or County successor shall have all the rights, remedies, and responsibilities of the Contractor under the relevant subcontract. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and suppliers and of the subcontractors' suppliers, employees, firms, agents, servants, or subcontractor as it is for the acts or omissions of its own employees or agents.

20. Consent and Understanding. This Contract contains a complete and integrated understanding of the Contract between the Parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by all Parties.

21. Uncontrollable Circumstances.

21.1. General. The Parties agree an Uncontrollable Circumstance occurs only if an Uncontrollable Circumstance Event (i) directly and substantially affects the operations of a Facility; (ii) directly and substantially affects any Party in performing its obligations under this Contract; and (iii) the affected Party has no available Alternative Method for the services under this Contract.

The Parties agree an Uncontrollable Circumstance Event means the following:

21.1.1. riot,

21.1.2. war,

21.1.3. civil disturbance,

21.1.4. insurrection,

21.1.5. act of terrorism,

21.1.6. local impacts caused by an epidemic or pandemic including restrictions imposed by governmental authorities in response thereto,

21.1.7. landslide,

21.1.8. wildfires,

21.1.9. volcanic eruption,

21.1.10. earthquake,

21.1.11. flood,

21.1.12. FEMA declared disaster at or near a Facility,

21.1.13. simultaneous shutdowns of roadways and waterways as a result of 21.1.1 thru 21.1.12 above, or

21.1.14. Other events that are:

21.1.14.1. Similar in nature of 21.1.1 thru 21.1.12 above and meet the criteria set forth in Section 21.1; and

21.1.14.2. Approved by the County, acting reasonably, to be included as an Uncontrollable Circumstance Event.

21.1.15. The Parties agree an Uncontrollable Circumstance Event shall not include any other events other than those listed above.

21.2. Obligations In the Event of an Uncontrollable Circumstance. As soon as possible after the commencement of an Uncontrollable Circumstance Event, but not later than forty-eight (48) hours following the time a Party becomes aware that the Uncontrollable Circumstance Event is likely to cause an Uncontrollable Circumstance, the Party shall notify the other Parties in writing to the Parties' Program Representatives of the Uncontrollable Circumstance Event.

21.2.1. As promptly as possible, but not later than two (2) weeks following such written notice, the Party issuing notice of the Uncontrollable Circumstance Event shall provide to the other Parties in writing to the Parties' Program Representatives a description of (1) the Uncontrollable Circumstance Event, (2) the date the Uncontrollable Circumstance Event began and its estimated duration, and (3) the estimated impact on any Party's obligations under this Contract.

21.2.2. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties agree the occurrence of an Uncontrollable Circumstance will not result in an automatic termination of this Contract.

21.2.3. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties may allow for the temporary suspension or modification of service for a specified time period but not longer than the duration of the Uncontrollable Circumstance. This suspension or modification will not be a breach of the Contract or result in liability for loss, damage, or delay so long as:

21.2.3.1. The affected Party has in place a contingency plan to minimize the disruption of services required under this Contract and the plan has been approved by County and the appropriate regulatory agencies;

- 21.2.3.2. The affected Party works with the other Parties at the start of the Uncontrollable Circumstance to develop and implement alternatives to minimize disruption and continue providing all possible services required under this Contract; and
- 21.2.3.3. The affected Party shall, as promptly as possible, use commercially reasonable efforts to eliminate the cause of the Uncontrollable Circumstance and reduce the costs of any alternatives.
- 21.2.4. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties agree the Contractor shall not receive additional compensation for any such increase in the Contractor's direct costs of services resulting from such Uncontrollable Circumstance if such direct costs are less than 4% of the then current Tip Fees over a consecutive three (3)-month period.
- 21.2.5. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties agree the County, Vancouver, or County successor reserves the right to purchase the Regional Transfer Station Site(s) affected by the Uncontrollable Circumstance if the any such estimated increase in the Tip Fees resulting from such Uncontrollable Circumstance is more than 25% of the then current Tip Fees over a consecutive twelve (12)-month period. Upon exercising the right to purchase, the County shall have the first right to purchase followed by Vancouver followed by County successor to purchase one or both the West Van and CTR Regional Transfer Station Site(s) for a purchase price of one dollar (\$1) per Regional Transfer Station Site, and the City of Washougal shall have the first right to purchase followed by the County followed by the County successor to purchase the Washougal Regional Transfer Station Site for the purchase price specified in that separate agreement between the Contractor and the City of Washougal (collectively, the "Purchase Option"). Notwithstanding the foregoing, the County or successor may require the Contractor to repair or rebuild those Facilities and recover the Cost of that work by means of an increase in Tip Fee.
- 21.2.6. For any Uncontrollable Circumstance which the Contractor requests additional compensation, the Contractor shall fully demonstrate and document the need for the additional compensation to the County Program Representative's satisfaction and approval, acting

reasonably, as a precedent to the Contractor's right to a compensation increase under this contract.

21.2.7. If the Parties do not mutually agree to allow for the temporary suspension or modification of service as stated above or the occurrence of an Uncontrollable Circumstance that has an estimated duration that is longer than thirty (30) calendar days, the Parties shall pursue one or more of the following courses of action:

21.2.7.1. Amend the Contract until expiration of the Uncontrollable Circumstance;

21.2.7.2. Resolve any disputes related to the Uncontrollable Circumstance in accordance with Section 2.13 Dispute Resolution; or

21.2.7.3. Terminate the Contract.

21.2.8. If the Parties mutually agree to amend the Contract until expiration of the Uncontrollable Circumstance, the Parties shall, as promptly as possible, use commercially reasonable efforts to eliminate the cause and reduce costs thereof. The Parties shall mutually agree to include recordkeeping and reporting requirements relating to the Uncontrollable Circumstance in the amendment to the Contract.

21.2.9. Upon any Party's awareness of cessation of such Uncontrollable Circumstance, such Party shall promptly notify the other Parties in writing to the Parties' Program Representatives of cessation of the Uncontrollable Circumstance.

22. Severability. If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

23. Time is of the Essence. Time is of the essence in this Contract. The Contractor agrees to work promptly and fully complete the work within the limits as described herein. Time is of the essence with respect to all obligations under this Contract. The County's or Cities' failure to object to timely performance or the continued payment of compensation is not and shall not be construed as a waiver of this provision.

24. No Third-Party Beneficiaries. No provision of this Contract is intended to, nor will it be construed to, create any third-party beneficiary, or provide any rights or benefits to any person or entity other than the County, Cities, and the Contractor.

EXHIBIT A STATEMENT OF WORK

1. **Definitions.** For the purposes of the Contract and the contract documents, the following terms shall have the following meanings:
 - 1.1. **Acceptable Waste** means any materials or substances that are currently or in the future are included in the definition of “solid waste” under Applicable Law excluding Unacceptable Waste.
 - 1.2. **Administrative/Regulatory Fee** means any County-imposed fee, charge or surcharge to pay costs related to Regional Solid Waste System, including but not limited to, planning, administration, environmental improvements, Regional Transfer Stations, closure, and post-closure of previously operating facilities in the County, financing for any of those purposes or related activities.
 - 1.3. **Agreed Maximum Price (AMP)** means the agreed maximum cost of Phase Two Services to complete final design, permitting, environmental review if applicable, construction and commissioning of a specific Capital Improvement Project that is being implemented using some form of Alternative Project Delivery, including the Contractor’s contingency, negotiated support services, allowances, and all applicable taxes and fees. The AMP may be modified as agreed upon by all Parties through approved amendments or change orders.
 - 1.4. **Alternative Project Delivery (ADP)** means a project delivery method that could be led by a General Contractor – Construction Manager (GCCM) or by a Design-Build (DB) contractor pursuant to chapter 39.10 RCW, or RCW 36.58.090.
 - 1.5. **Appliances** means solid waste that is a device utilized for residential functions including but not limited to refrigerators, freezers, stoves and ranges, ovens, cook tops, dishwashers, washing machines, dryers, water heaters, air conditioners and dehumidifiers, and other residential large devices containing and not containing chlorofluorocarbons (CFCs).
 - 1.6. **Applicable Law** means all federal, state, or local statutes, rules, codes, regulations, resolutions, and ordinances that relate to or affect the County, Vancouver, other Cities, Contractor, any equipment, or properties (including any component thereof) utilized by the Contractor or the performance of any Party’s obligations hereunder.
 - 1.7. **Asbestos** means “asbestos” or “asbestos-containing waste materials,” or any successor term, as provided in 40 CFR § 61.141 (found in Chapter 1

Environmental Protection Agency Subchapter C Air Programs Part 61 National Emissions Standards for Hazardous Air Pollutants Subpart M National Emission Standard for Asbestos).

- 1.8. **Ash** means Municipal refuse ash and sewage sludge incinerator ash disposed in accordance with applicable laws and permits.
- 1.9. **Biosolids** means “biosolids,” or any successor term, as provided in RCW 70A.226.010 and regulations promulgated thereunder.
- 1.10. **Bulky Waste** means solid waste too large to be pushed directly into the compactor and may require special handling on the tipping floor by heavy equipment.
- 1.11. **Business Day** means Monday through Friday, from 8:00 A.M., Pacific Time to 5:00 P.M., Pacific Time, and excludes Saturday, Sunday, and Washington State legal holidays.
- 1.12. **Capital Improvement Project or Project** means a facility improvement project identified by the County and Vancouver in the RSWFP.
- 1.13. **Chassis** means a Tractor-drawn trailer that conforms to the Contract and is designed for over-the-road Transport of a Container.
- 1.14. **City or Cities** means one or more incorporated cities or towns in the County that participate in the CSWMP and has a current Interlocal Agreement with the County related to use of the Regional Solid Waste System.
- 1.15. **City Representative** means the person, or a designee, designated by a City to receive notices related to this Contract.
- 1.16. **Commercial Drop Box** means a detachable steel-body container, with a capacity of 10 yards or greater, that is designed for transport of solid waste from a single customer from a single location and is transported by a commercial vehicle.
- 1.17. **Commercial Vehicle** means a self-unloading vehicle, with a capacity of 10 yards or greater, that is designed for transport of solid waste.
- 1.18. **Comprehensive Solid Waste Management Plan (CSWMP)** means the County's Comprehensive Solid Waste Management Plan adopted in accordance with chapter 70A.205 RCW.

- 1.19. **Construction, Demolition, and Land-clearing Waste** means solid waste that is dry waste that results from construction, renovation, repair, or demolition of buildings, roads, or other structures, or from land-clearing activities.
- 1.20. **Consumer Price Index (CPI)** means the Consumer Price Index computed by the United States Department of Labor, Bureau of Labor Statistics (BLS), for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area, or a successor index produced by the United States government. In the event that BLS no longer publishes the identified index, the Parties will agree to a substitute successor index.
- 1.21. **Container** means any steel-body container that conforms to the specifications of this Contract and that is designed for transport of solid waste. Containers shall be tightly sealed; shall not allow the release of solid waste, including liquids, or allow the attraction or release of vectors; shall not allow the infiltration of liquids into or leakage of leachate or other liquids or any solid waste or odors from the container; and shall be capable of withstanding the expected heavy use from handling compacted solid waste to the Disposal Site.
- 1.22. **Contaminated Soils** means any soils that are currently or in the future are included in the definition of “contaminated” under Applicable Law.
- 1.23. **Contract** and **Contract Documents** means this Contract, including attachments and exhibits, that may be amended, modified, and supplemented from time to time in writing by mutual agreement of the Parties.
- 1.24. **Contractor** means Columbia Resource Co., L.P., its successors or assigns.
- 1.25. **County** means Clark County, a political subdivision of the State of Washington, its successors or assigns.
- 1.26. **County Solid Waste Fund (Fund 4014)** means the designated County operations and administrative enterprise fund maintained by the County. All revenue received from the Administrative/Regulatory fees and the County Health Fee as adopted or amended paid to the County by the Contractor under the Contract, all Solid Waste Implementation revenue received by the County from the Washington Department of Ecology under its Local Solid Waste Financial Assistance (LSWFA) grant program or other programs intended to support regional planning, outreach, and other implementation efforts of the Regional System. This fund also collects administrative fees paid to the County from Yard Debris or Recycling Collection contracts administered by the County, the County’s allocation of the Residential Recycling Revenue (based on

volumes collected from County generators), and the Solid Waste Enforcement allocation of the Ecology LSWFA grants.

- 1.27. **Design-Bid-Build (DBB)** means a project delivery method in which the Contractor directly employs a Design Professional for the design of a Capital Improvement Project and separately employs a construction team led by a General Contractor for the construction of the Capital Improvement Project, as set forth in chapter 39.04 RCW.
- 1.28. **Design-Build (DB)** means a range of project delivery methods that are led by a General Contractor (GC) who is responsible for hiring a Design Professional and construction Subcontractors to implement a Capital Improvement Project's design and construction, as set forth in chapter 39.10 RCW.
- 1.29. **Design Documents** means the plans and specifications developed for the Contractor by a Design Professional and reviewed and accepted by the County.
- 1.30. **Design Professional** means a licensed firm or individual employed by the Contractor or by the General Contractor and approved by the County and Vancouver responsible for design of a Capital Improvement Project.
- 1.31. **Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF)** means a restricted interest-bearing fund approved by the County and established and maintained by the Contractor for the sole purpose of funding select capital improvement and maintenance explicitly authorized by Attachment A.1. Any interest earned must remain within the fund. Accessing resources from the Designated Capital Improvement and Maintenance Restricted Fund, including both contributions and any interest, requires formal written approval from the County.
- 1.32. **Designated Capital Improvement and Maintenance Restricted Fund Contribution** means the Contractor's payment to the Designated Capital Improvement and Maintenance Restricted Fund that shall be directed to the Regional Solid Waste System as explicitly authorized by Attachment A.1.
- 1.33. **Disposal or Dispose** means all work, services, or operations performed by the contractor under the Contract on or after the time that solid waste enters the boundaries of Regional Transfer Stations and until it is left or deposited at the Disposal Site.
- 1.34. **Disposal Site** means a landfill or other type of solid waste handling facility legally permitted and operated in compliance with applicable law designed to

safely dispose of any solid waste managed under this Contract and as specified in Exhibit A.1-2.

- 1.35. **Drop-off Area** means the area within the Regional Transfer Stations for use by Small Quantity Generators for delivery of Program Drop-off Materials.
- 1.36. **Electronics** means computer monitors, computer CPUs, computer laptops, televisions, and other electronics accepted under the State of Washington's E-Cycle Washington program.
- 1.37. **Facility or Facilities** means the facility or facilities including all real property and equipment owned, operated, or used by the Contractor to perform its obligations under the Contract including, but not limited to, the Regional Transfer Stations, transport facilities, Disposal Site, and any other facilities or capital equipment described in the Contract.
- 1.38. **Fee** means the rates or other charges explicitly authorized by the Contract.
- 1.39. **Final Completion** means the date established in an amendment to Attachment A.3 for a specific Capital Improvement Project for final completion of construction services for that Project.
- 1.40. **Food Waste** means "food waste", or any successor term, in RCW 70A.205.715 and regulations promulgated thereunder.
- 1.41. **Fuel Index** means the fuel index computed by the U.S. Energy Information Administration, for West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5, or a successor index produced by the United States government.
- 1.42. **General Contractor (GC)** means a qualified construction contractor employed by the Contractor or subcontractor and approved by the County and Vancouver responsible for construction of a Capital Improvement Project.
- 1.43. **Hazardous Waste** means any waste, material, or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

- a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
- b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
- c) is designated a "dangerous waste" or "extremely hazardous waste" by regulations adopted pursuant to chapter 70A.300 RCW or applicable Oregon law.

Certain waste that is not classified as Hazardous Waste as of the effective date of the Contract within one of subsections a) through c), above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material, or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections a) through c) above at any time during the life of this Contract.

1.44. **Host Fee** means a Fee charged by jurisdiction where a Facility is located.

1.45. **Household Hazardous Waste (HHW)** means any source-separated substance that customarily is produced or distributed for sale or used by individuals in or around a residence, is ignitable, corrosive, reactive, or toxic as defined in or contains a substance listed in 40 CFR part 261 and "Appendices". The term does not include waste produced, used, stored, or disposed by commercial, industrial, and other non-residential persons, or solid waste that is not Household Hazardous Waste as defined in regulations or guidance issued under chapter 70A.300 RCW. Household Hazardous Waste does not include waste generated by Small Quantity Generators as that term is used in chapter 70A.300 RCW.

1.46. **Interlocal Agreement** means any Solid Waste Interlocal Agreements entered into between the County and municipalities located within the County for the contracted disposal of Solid Waste generated within the County.

1.47. **Load** means the process by which, and the status of a container after which solid waste is placed inside a container or trailer and prepared for transport.

- 1.48. **Loading/Unloading Facility** means the Facility used to load or unload containers of solid waste on or off barges for transport to or from the Disposal Site and to unload empty containers on or off barges for transport to the Regional Transfer Stations.
- 1.49. **Maintenance** means any and all routine and non-routine activities, including but not limited to inspection, service, repair, renewal, and replacement, required or recommended by the manufacturer, or by industry standards of practice.
- 1.50. **Minimum Fee** means a weight-based Fee that County may require to be charged at Regional Transfer Station customers established by the County that includes a Transaction Fee plus the weight of the load up to a certain weight threshold. The Minimum Fee does not apply to loads above the weight threshold.
- 1.51. **Medical Waste** means “Medical waste”, or any successor term, in WAC 173-304-100 et seq. or successor provisions.
- 1.52. **Non-Performance Fee** means any fee, charge, or surcharge to Contractor for failure to perform services in accordance with the Contract.
- 1.53. **Notice to Proceed** means a written directive issued by the County to the Contractor to commence work on a Capital Improvement Project.
- 1.54. **Open Top Container** means any Container that is open on top and equipped with a tarp or cover system that conforms to the specifications of this Contract and is designed for trucking and barge shipment.
- 1.55. **Organic Materials** means “organic materials”, or any successor term, in RCW 70A.205.015 and regulations promulgated thereunder.
- 1.56. **Person or Persons** means any individual, firm association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity.
- 1.57. **Phase One Services** means planning, design, permitting, environmental, and cost estimating services performed by the Contractor on a Capital Improvement Project that is implemented using an Alternative Project Delivery method.
- 1.58. **Phase Two Services** means final design, pricing, and construction services performed by the Contractor on a Capital Improvement Project that is implemented using an Alternative Project Delivery method.

- 1.59. **Pre-packed Waste** means any pre-loaded waste that is marketed by the Contractor for transport from Regional Transfer Stations and has been accepted and received at Regional Transfer Stations ready for Transport.
- 1.60. **Processing Site** means a Recycling Processing Center or other type of facility permitted and operated in compliance with applicable law designed to transform or remanufacture waste materials into usable or marketable materials for use other than for landfill disposal or incineration.
- 1.61. **Program Drop-off Materials** shall include, at a minimum the material listed in Exhibit A.1-4.
- 1.62. **Program Food Waste Materials** shall include, at a minimum those food waste listed in Exhibit A.1-4.
- 1.63. **Program Organics Materials** shall include, at a minimum those organics listed in Exhibit A.1-4.
- 1.64. **Program Recyclable Materials** shall include, at a minimum those recyclables approved by the County listed in Exhibit A.1-4 and Exhibit A.2-6.
- 1.65. **Program Representative** means the one person, or a designee, designated by each of the County and Vancouver, on the one hand, and Contractor, on the other hand, to administer and monitor the provisions of this Contract.
- 1.66. **Program Yard Debris Materials** shall include, at a minimum those yard debris listed in Exhibit A.1-4.
- 1.67. **Project Amendment** means a written amendment to the Attachment A.3 that incorporates Phase One Services for a Project implemented using an Alternative Project Delivery method, or that incorporates design and/or construction services under a Design-Bid-Build delivery method.
- 1.68. **Project Criteria** means Capital Improvement Project objectives, goals, standards and other technical requirements that are defined by the County and Vancouver.
- 1.69. **Purchase Option** means the option by one or more public entity(ies) to purchase an existing or future to-be-built transfer station, whether owned by another public entity or private owner.
- 1.70. **RCW** means the Revised Code of Washington.

- 1.71. **Receive or Receiving** means all work, services, or operations performed by the Contractor pursuant to this Contract on or after the time that solid waste enters the boundaries of Regional Transfer Stations or Recycling Processing Center until the solid waste exits the boundaries of such facility pursuant to the Contract.
- 1.72. **Recovered Materials** means those materials that are either source-separated or recovered from solid waste delivered to the Transfer Stations including the Recycling Processing Center and are prepared for reuse or sale.
- 1.73. **Recycling Collection Contractor** means any person delivering Source-Separated Recyclables to the Regional Solid Waste System Facilities pursuant to a contract with the County or Cities to collect Recyclables.
- 1.74. **Recyclables** means materials that are source-separated for recycling or reuse and delivered to the Regional Solid Waste System Facilities.
- 1.75. **Recycling** means the transformation or remanufacture of solid waste into usable or marketable materials for reuse or sale rather than Disposal including but not limited to the removal of Recyclable Materials from the waste stream. Recycling shall include all work, services, or operations performed by the Contractor pursuant to this Contract on or after the time that Recyclable Materials enter the boundaries of a Facility until they are left or deposited at a Recycling Site.
- 1.76. **Recycling Processing Center** means a Facility permitted and operated in compliance with applicable law designed to transform or remanufacture waste materials into usable or marketable materials for use other than for landfill disposal or incineration.
- 1.77. **Recycling Rebate** means a rebate established by the County applied to residential customer or Small Quantity Generator customer simultaneously delivering a load of Acceptable Waste for disposal and Source-Separated Recyclables for recycling to the Drop-off Area. The Recycling Rebate may be applied towards the disposal fee (by weight) and cannot be applied towards the Transaction Fee for a single transaction.
- 1.78. **Regional Solid Waste System Facility Master Plan (RSWSFMP)** means a capital improvement planning document prepared by the County and Vancouver for Capital Improvement Projects at the Regional Transfer Stations.

- 1.79. **Regional Solid Waste System or Regional System** means the County system for collection, transportation, transfer, disposal of solid waste and processing of recyclables and other materials as described in the Plan.
- 1.80. **Regional Solid Waste System Fund (RSWSF)** means the designated County Fund 6318 and is an interest-bearing special revenue fund established and maintained by the County or County successor for the sole purpose of funding the Regional Solid Waste System explicitly authorized by Attachment A.1. Any interest earned must remain within the fund.
- 1.81. **Regional Solid Waste System Fund Contribution** means the Contractor's payment to County that shall be directed to the RSWSF as explicitly authorized by Attachment A.1.
- 1.82. **Regional Transfer Stations** means the designated transfer facilities and parcel(s) upon which the Station facilities sit and identified in the CSWMP or RSWSFMP including Central Transfer Station, West Vancouver Transfer Station and Processing Center, Washougal Transfer Station, and any additional transfer stations to be constructed for the Regional System.
- 1.83. **Regional Transfer Buildings** means the primary enclosed operations building at Regional Transfer Stations used for receiving, processing, and loading of solid waste as required under this Contract.
- 1.84. **Renewal and Replacement** means, as it pertains to Maintenance of Facilities, the removal of subject facility component material, equipment, or element and installation of an equal or better material, equipment, or element as approved by the County and Vancouver.
- 1.85. **Residual Recycling Waste** means solid waste generated during the processing of Recyclable Materials.
- 1.86. **Sealed Container** means any fully enclosed Container equipped with rear doors that conforms to the specifications of this Contract and is designed for trucking and barge shipment.
- 1.87. **Sharps** means household sharps, including medical instruments such as needles, acupuncture needles, IV tubing with needles, scalpel blades, lancets, glass tubes, and syringes that are segregated from other Accepted Waste, placed in a designated intermodal container, placed in a segregated area of the Regional Transfer Station Site.

- 1.88. **Small Quantity Generators** means “Small quantity generator”, or any successor term, in WAC 173-303-040 et seq. or successor provisions.
- 1.89. **Solid Waste** means “Solid waste”, or any successor term, under RCW 70A.205.015 and regulations promulgated thereunder.
- 1.90. **Source-Separated** means Recyclable Material that is kept separate from non-recyclable solid waste by the original generator of that solid waste.
- 1.91. **Special Handling Fee** means an additional fee for customers with waste material requiring special handling based on the resources required for proper disposal or processing, unless otherwise specified in Exhibit A.1-7.
- 1.92. **Special Waste** Special Waste means any waste (even though it may be part of a delivered load of waste), that is otherwise considered Acceptable Waste but by virtue of its unique properties, requires special handling and are collected, processed, recycled and/or disposed of separately from other Acceptable Wastes as defined and is thereby subject to special compensation as specified in Exhibit A.1-7. Special Waste includes but is not limited to:
- a) Dead animals over 200 pounds;
 - b) Tires;
 - c) Batteries;
 - d) Used motor oil and antifreeze;
 - e) Medical Waste;
 - f) Discarded or abandoned vehicles or parts thereof;
 - g) Discarded White Goods Appliances and industrial appliances;
 - h) Discarded furniture and mattresses;
 - i) Asbestos packaged and handled in accordance with applicable laws and permits;
 - j) Wastes listed under Section 1.104 e;
 - k) Municipal refuse ash and sewage sludge incinerator ash disposed in accordance with applicable laws and permits;

- l) Residue or debris from the cleanup of a spill or release of chemical substances, commercial products, or wastes that require special approval by the Oregon Department of Environmental Quality;
 - m) Soil, water, residue, debris, or articles that are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, transport, or disposal of wastes that require special approval by the Oregon Department of Environmental Quality;
 - n) Sewage sludge dewatered in accordance with applicable state and federal regulations;
 - o) Restaurant waste grease;
 - p) Residue and debris from wastewater treatment plant operations; or
 - q) Other wastes that because of a change in applicable law may no longer be treated as Acceptable Waste but may be handled under special requirements set forth in an applicable statute, rule or permit, or as otherwise approved by the County Program Representative.
- 1.93. **State/Local Fee** means a governmentally imposed fee, tax, surcharge or similar charge on solid waste handling services, including but not limited to solid waste transportation and disposal services. The term does not include: federally imposed fees, taxes, surcharges or other charges levied equally on solid waste handling in all states; the County's Administrative/ Regulatory Fee or Fees; taxes, surcharges or other charges imposed on Waste handling by any city or county in which a Disposal Site is located; or state corporate or personal income taxes.
- 1.94. **Stormwater Management System** means the stormwater drainage collection, holding, pumping, and management system at Facilities.
- 1.95. **Subcontractor** means any entity, supplier, or other vendor contracted directly or indirectly by the Contractor to complete Work required under this Contract and shall include any General Contractor unless otherwise specified.
- 1.96. **Substantial Completion** means the date on which the Work of a Capital Improvement Project is sufficiently complete in accordance with the Supplemental Project Amendment for that Project so that the Project can be used for its intended purposes.

- 1.97. **Supplemental Project Amendment** means a written amendment to Attachment A.3, in a form mutually agreeable and executed by the County and Contractor, for a specific Capital Improvement Project that sets forth, among other things, the scope, budget, and schedule for Phase Two Services of a Capital Improvement Project implemented by an Alternative Project Delivery method.
- 1.98. **Surety** means the Person approved by the County that provides a performance bond, letter of credit, or other similar instrument required under the Contract guaranteeing or providing funds to guarantee performance of the Contractor's obligations under the Contract.
- 1.99. **Surface Water Management System** means the surface drainage collection, holding, pumping, and management system at Facilities. Surface Water Management System and Stormwater Management System are used interchangeably.
- 1.100. **Tires** mean any commercial or passenger vehicle tire on or off rim.
- 1.101. **Trailer** means any steel-body container, closed-top or open-top, equipped with axle sets and licensed for use on public roadways that conforms to the specifications of this Contract and that is designed for transport of loaded solid waste.
- 1.102. **Transaction Fee** means the Contractor collected and retained payment for each qualified transaction at a Regional Transfer Station except as excluded in Exhibit A.1-7.
- 1.103. **Transfer Station Services** means operation, including but not limited to loading solid waste into containers, services Drop-off Areas, and hauling waste to the Transport Facilities, of the Regional Transfer Stations and maintenance of the Regional Transfer Stations.
- 1.104. **Transport, Transport Services, or Transporting** means all work, services, or operations performed by the Contractor pursuant to this Contract on or after the time that solid waste exits the boundaries of Regional Transfer Stations until the solid waste enters the boundaries of the Disposal Site pursuant to the Contract.
- 1.105. **Unacceptable Waste** means solid waste that is not acceptable for management at Regional Transfer Stations or disposal at Disposal Site based on applicable law or by written notice by County Program Representative. Unacceptable Waste shall include:

- a) Hazardous Waste;
 - b) Substances or materials used for fertilizer or other agricultural purposes including but not limited to crop production or raising fowl or animals;
 - c) Septic tank pumpings;
 - d) Other wastes prohibited from Disposal at the designated Disposal Site by Applicable Law including but not limited to permit or permit condition; or
 - e) Acceptable Waste that because of its size, weight, or shape, cannot be handled by Regional Transfer Station or Transport Facilities including but not limited to concrete, rocks or stumps over three feet in diameter, construction debris (large structural timber or steel), or other materials designated by the County.
- 1.106. **Unsecured Load** means a load of solid waste that has not been securely fastened, covered, or both to prevent the covering or any part of the load from becoming loose, detached, or leaving the vehicle while the vehicle is moving.
- 1.107. **Unsecured Load Fee** means a fee or surcharge for litter control applied to an Unsecured Load delivered by a customer to a staffed Regional Transfer Station Site and pursuant to applicable Washington State law, such as RCW 46.61.655 and RCW 70A.200.120 as adopted or amended.
- 1.108. **Vancouver** means the City of Vancouver, a Charter City of the First Class and a municipal corporation of the State of Washington, and its successors or assigns.
- 1.109. **WAC** means the Washington Administrative Code.
- 1.110. **Wood Waste** means “Wood waste”, or any successor term, in WAC 173-304-100 et seq. or successor provisions.
- 1.111. **Work** means all design, construction, and other services required by Attachment A.3, including, as context indicates, the management of design, construction procurement, and furnishment of all materials, equipment, services, and labor reasonably necessary to fulfill its obligations under the Contract.
- 1.112. **Work Product** means the drawings, specifications, cost estimates, schedules, and other planning, design, and construction documents (including record drawings) provided to the County and Vancouver by the Contractor for a Capital Improvement Project.

1.113. **Yard Debris** means “Yard debris”, or any successor term, in RCW 70A.205.015 and regulations promulgated thereunder.

2. **Mandatory/Minimum Requirements**

The Parties agree the following are mandatory/minimum requirements for the Contract. If mutually agreed to by all Parties hereto, the Parties may agree additional and/or more stringent requirements may be set-forth in the Contract Documents including but not limited to the Attachments.

2.1 **Quality of Performance.** The Contractor and its officers, employees, agents, and Subcontractors shall perform every act or service to be performed under the Contract in a timely, skillful, and competent manner in accordance with the terms of this Contract and the standards of the transportation, solid waste, and recycling industry at the time the services are performed. The Contractor shall provide courteous customer service. The Contractor shall comply with all applicable health, safety, and environmental regulatory requirements. The Contractor shall be responsible to the County and Vancouver for any errors, deficiencies, or failures of the Contractor to perform in accordance with the Contract.

2.2 **Facilities and Personnel Minimum Requirements.** The Contractor warrants that the Facilities and personnel used in the performance of the Contract shall conform to the requirements of the Contract and the requirements of applicable law. The Contractor shall operate all Facilities in a safe and efficient manner. The Contractor shall supply and maintain all Facilities, including equipment, in reasonably good quality and condition (reasonable wear and tear excepted) and in sufficient quantities to facilitate the successful performance of the Contract. The Contractor shall control access to all Facilities in order to control access, prevent unauthorized traffic, eliminate illegal dumping, and other similar issues. The Contractor shall have sufficient skillful and competent personnel on-site at all Facilities during hours of operation. If any personnel are, in the opinion of Program Representative, incompetent, disorderly, or otherwise unsatisfactory, the Program Representative shall promptly document the conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. If the conduct that is in the subject of a complaint is repeated, the Program Representative may require that the person be prohibited from performing any additional work under this Contract.

2.3 **Permits Minimum Requirements.** Unless otherwise provided in the Contract, the Contractor shall obtain, maintain, and pay for, at the Contractor's sole

expense, all permits required by law for its operations and activities under this Contract; provided, however, that the cost of building permits contemplated pursuant to Attachment A.3 shall be paid using the funds set aside in the DCIMRF and/or RSWSF. Permits shall include temporary and/or permanent governmental authorizations, approvals, licenses, certificates, inspection fees, surcharges, or other approvals required for the performance of this Contract. The Contractor shall provide to the County a list of all permits required for this Contract designating the issuing agency and the permits' respective dates of issuance and expiration, copies of all current permits, and the Contractor's schedule for obtaining or renewing all permits required during the term of the Contract. The Contractor shall be liable for all fines or civil penalties that may be imposed by any regulatory agency for the Contractor-caused violations of permits, laws, or regulations. Neither the County nor Vancouver shall be liable for and shall not reimburse the Contractor for payment of those fines or civil penalties. Nothing herein is intended to restrict the Contractor's right to contest any fine in an administrative proceeding or in court.

- 2.4 Recordkeeping and Reporting Minimum Requirements.** The Contractor shall keep accurate records of those matters required to be reported pursuant to Attachments, which reports shall be provided directly to the County and Vancouver in accordance with the provisions of this Contract and the applicable Attachments hereto. Except for non-GAAP reports, statements and/or other information requested by the County or Vancouver or otherwise required by this Contract, the Contractor shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted work, in connection with this Contract. Contractor accounting records will be in a format that allows the County or Vancouver to review revenues and expenditures generated by each transfer facility and/or by business lines (MSW, Special Waste etc.) For purposes of this Contract, accounting records for each facility are to be maintained as individual facilities. The Contractor shall provide open book financial reporting for all items and services funded by the DCIMRF or RSWSF. Any other financial information of the Contractor requested by the County or Vancouver shall be provided to an independent third party, including the Washington State Auditor's Office, at whose facilities the County or Vancouver may review such financial information; provided, however, that the County or Vancouver shall not be permitted to make copies of such other financial information except as otherwise provided for in Section 13 of the Master Service Agreement.

2.5 Vectors and Pests, Spillage, Leakage, Litter and Odor, and Other Nuisances Minimum Requirements.

- 2.5.1 **Vectors and Pests.** The Contractor shall ensure the provision of services and operations in connection to this Contract shall be in a manner as to prevent vectors and pests including but not limited to coyotes, cats, possums, racoons, rodents, birds, and insects. The Contractor shall take reasonable steps to mitigate vectors and pests. The Contractor shall retain a vector and pest control contractor to develop and implement an Integrated Pest Management approach to control vectors. The Contractor shall take reasonable steps to prevent vectors and pests including but not limited to use of a vector and pest control contractor that services each Facility site on a regular basis, prohibit storage of materials, excluding recovered materials, outside of containers for lengthy periods (more than 24 hours).
- 2.5.2 **Spillage and Leakage.** The Contractor shall immediately clean up any spillage or leakage including leakage of fluids spilled from the Contractor's equipment, spillage of materials by the Contractor's employees or subcontractors, or any other spillage or leakage caused by the provision of services or operations in connection to this Contract. The Contractor shall maintain spill response kits at each facility. If a spill or leak occurs, the Contractor shall utilize absorbents to prevent the released substance from entering the surface water runoff collection system or the sanitary sewer system. The Contractor shall dispose of used absorbents properly, depending upon the composition of the spill.
- 2.5.3 **Litter.** The Contractor shall routinely, in a timely manner, pick up any litter caused by the provision of services or operations in connection to this Contract including but not limited to litter around facility buildings, facility areas, the site fence, parking areas, entrance gates, on-site roadways, and along the main transportation routes. The Contractor shall not allow litter to accumulate at the facility. The Contractor shall take reasonable steps to ensure all materials shall be contained, covered, and enclosed so that blowing of material or litter does not occur. The Contractor shall maintain Regional Transfer Station Building and Materials Recovery Building enclosed in a manner to prevent the release of material or litter outside of building or onto neighboring public property or private property with written approval from private property owner. To the extent open-topped Trailer Trailers are used, the Contractor shall tarp all open-topped Transfer Trailers prior to leaving the Facility and when Transfer Trailers

containing any materials are parked outside the Transfer Station Building. The Contractor shall conduct a daily litter cleanup at all Transfer Station sites each working day and consistent with Facility operations plan.

2.5.4 Odor. The Contractor shall maintain the Facilities and equipment found in the County in a manner that minimizes odors.

2.5.5 Other Nuisances. The Contractor shall ensure the provision of services or operations in connection to this Contract shall take reasonable measures to prevent nuisances, such as but not limited to vectors, spillage and leakage, litter, odor, noise, or other nuisances. The Contractor must immediately address and shall, in a timely manner, resolve any nuisance complaints made by the County, Vancouver, other Cities, and/or the public.

2.6 Facility Capacity. For any Regional Transfer Station operating in excess of daily capacity per Applicable Law, the Contractor shall at a minimum manage the daily capacity of solid waste generated in the County and implement reasonable measures to manage excess solid waste generated in the County. For all other Facilities, the Contractor shall manage all solid waste generated in the County. The Parties shall work cooperatively to implement reasonable measures to maximize queueing areas at each Facility to minimize the queueing of vehicles off the Facility Site, including but not limited to roadways.

2.7 Right to Inspection and Entry. Excluding as otherwise stated herein, the County and Vancouver shall have access to Facilities at all times, without cost and be granted without prior notification. The County and Vancouver shall have access to all books, records, electronic files, data, and documents related to this Contract. Such access to all books, records, electronic files, data, and documents related to this Contract shall, at all times, be without cost and be granted with reasonable prior notification; provided, however, that such review shall be conducted in accordance with all Attachments. The County shall have access to inspect the Regional Transfer Station Sites, Loading Facilities and Disposal Sites, and other property and equipment associated with the Contractor's operations, and to observe the Contractor's compliance with the provisions of the Contract. Such access shall, at all times, be without costs and be granted without prior notification. All inspections and observations shall be conducted in a manner to minimize interference with the Contractor's operations.

2.8 Not a Put or Pay Contract. The Parties agree this is not a “put or pay” contract. The Parties agree there is no minimum tonnage that is required to deliver to Contractor under this Contract.

2.9 Compensation. Compensation for the Contractor’s services will be as stated in Attachments A.

2.10 County and Cities Right to Establish Diversion Programs. The Parties agree that the County and Cities reserve the right to establish diversion programs. The Contractor agrees that nothing contained in this Contract shall be construed to prevent the County, Cities and/or other persons from establishing diversion programs that recycles, composts, or otherwise diverts all or a portion of solid waste that would have otherwise been delivered to Facilities under this Contract.

2.11 County and Cities Right to Award Other Contracts. The Contractor, the County and Vancouver agree that the County, Vancouver, and other Cities reserve the right to grant other contracts for the Solid Waste services and Recycling services, so long as those contracts do not conflict with the obligations to the Contractor under this Contract. The Contractor shall cooperate with other firms, contractors, or subcontractors engaged by the County, Vancouver, and other Cities, and with County and/or City municipal, contracted, or franchised haulers so that any project and the CSWMP may be implemented in the most efficient and timely manner, without interfering with work on related projects.

2.12 Successors and Assignment. The terms, provisions, and conditions of this Contract shall extend to, be binding upon, and inure to the benefit of the Parties, their respective successors, permitted assigns, and legal representatives. No Party may make any assignment or other transfer of the rights and/or obligations under this Contract without the prior written consent of the other Parties hereto, such approval to not be unreasonably withheld. In the instance of any assignment permitted hereunder, the assignor shall be released from further liability hereunder only upon the execution of an assignment and assumption document reasonably acceptable to the other Parties. Any assignment or other transfer in contravention of the terms and provisions of this Contract shall be void and of no force or effect.

2.13 DISPUTE RESOLUTION

2.13.1 Dispute Resolution Process. All claims, disputes, and other matters in question between the County, Vancouver, and the Contractor arising out of, or relating to, this Contract (except those matters specifically

identified in Section 2.13.6 as Major Disputes) shall be resolved in accordance with the following procedure: (A) negotiation, followed by (B) mediation, followed by (C) reference to the Independent Panel or, in the event of a Major Disputes, judicial resolution. During any dispute process, the timeframes herein may be modified as needed by written agreement of the parties without the need for a formal amendment of this Contract.

2.13.2 **Negotiation.**

- (A) The County, Vancouver, and the Contractor acknowledge the benefits of resolving, and attempting to resolve, all disputes by negotiation between themselves, without resort to any third parties, and agree therefore to negotiate in good faith to resolve all disputes before invoking any other method of dispute resolution as provided for in this Contract, provided, however, that the period of time for good faith negotiations shall not exceed thirty (30) days, unless a longer period is agreed to in writing by the parties.
- (B) In the event any dispute cannot be resolved within the thirty (30)-day period provided for negotiations, any party may serve upon any other party a Dispute Notice. Service of a Dispute Notice by Parties is a condition to the initiation of additional dispute resolution procedures under this Contract. A Dispute Notice shall describe the claim, dispute, or matter in question in detail sufficient to inform the mediator or Independent Panel of the relevant facts, issues and concerns, and describe the relief requested.

2.13.3 **Mediation.** Within seven (7) days of the service of a Dispute Notice, the parties shall by agreement select and designate a trained mediator to serve as a mediator in the dispute. If the parties cannot agree on the selection of a mediator, either party may request that the American Arbitration Association administer the mediation and select a mediator under its Commercial Mediation Procedures. The mediator so designated shall fix a time and place for the mediation, which date shall not be later than fourteen (14) days from the date the mediator was selected, unless the mediator's schedule cannot accommodate fourteen (14) days, in which case the mediation shall be schedule as soon thereafter but in no event more than thirty (30) days after the mediator is selected. The mediator shall give the parties at least five (5) business days written notice of the initial mediation session.

The mediator shall meet with the parties until either (A) the dispute is resolved or (B) the mediator or any party decides that further meetings will not likely result in a resolution by agreement. All costs and expenses incurred at mediation shall be shared equally between the County, Vancouver, and the Contractor.

2.13.4 Independent Panel. The parties agree to establish, within forty-five (45) days after issuance of any Dispute Notice or fifteen (15) days after the conclusion of any mediation, whichever date is later, an Independent Panel to arbitrate all disputes which the parties have been unable to resolve by negotiation and mediation. In the event of any dispute between the parties which the parties cannot otherwise resolve, either party may invoke the services of the Independent Panel by giving written notice to the other of its intent to invoke the Independent Panel. The Independent Panel shall consist of three (3) members chosen by agreement of the County, Vancouver, and the Contractor. Should the parties be unable to agree on all three, each party shall select one member and those two members shall select the third member. The Independent Panel shall consist of persons with expertise and experience in the operation of private or public solid waste transfer systems. It is intended that the members of the Independent Panel shall have expertise regarding the subjects raised by the Dispute Notice. All costs and expenses incurred by the Independent Panel in the performance of its duties and responsibilities shall be shared equally between the County, Vancouver, and the Contractor.

2.13.5 Independent Panel Arbitration. In the event the dispute is not resolved by mediation, the dispute may be referred to the Independent Panel for arbitration by its three (3) members. The Independent Panel shall set a hearing date at the earliest agreeable time.

The Independent Panel shall conduct itself in accordance with the Federal Rules of Evidence and Rules of the American Arbitration Association. The Independent Panel shall render its decision regarding the dispute within thirty (30) days of the notice of referral, unless the Independent Panel shall determine that additional time is necessary. In all matters other than Major Disputes, the decision of the Independent Panel in the matter shall be final and binding on the parties, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

2.13.6 Judicial Review. The parties acknowledge that there may be certain disputes that are of sufficient magnitude or involve matters of sufficient public interest such that they should be resolved in the public forums provided by the state or courts of Clark County, Washington having appropriate jurisdiction ("Major Disputes"). The parties shall first attempt to resolve Major Disputes by negotiation and mediation unless the parties agree that the nature of the dispute or other matters justify direct access to the courts. Major Disputes shall include but are not limited to (a) those in which the actual amount in controversy exceeds \$250,000, (b) disputes in which matters of public concern or interest (such as public health or safety) provide a reason for resolution of the dispute in a public forum, (c) disagreements arising from legal interpretation of this Contract or applicable laws, and (d) any alleged breach or violation of this Contract that may entitle the County or Vancouver to terminate this Contract. If there is a dispute regarding whether a dispute is a Major Dispute under this subparagraph, that matter shall be resolved by the Independent Panel.

3. Scope of Work

- 3.1 Regional Solid Waste System Transfer Station Services, Transport Services, Solid Waste Disposal Services, and Organics, Yard Debris, Hazardous Waste, and other specified Processing Services.** The Contractor shall perform Regional Solid Waste System Transfer Services, Transport Services, Solid Waste Disposal Services, and specified Recycling Services as set forth in Attachment A.1.
- 3.2 Recycling Processing Center Services.** The Contractor shall perform Recycling Processing Center Services as set forth in Attachment A.2.
- 3.3 Regional Solid Waste System Capital Improvements Services.** The Contractor shall perform Regional Solid Waste System Capital Improvements Services as set forth in Attachment A.3.
- 3.4 Other Regional Solid Waste System Transfer Services; Transport Services, Solid Waste Disposal Services; Recycling, Organics, Yard Debris, Hazardous Waste, and Other Material Processing Services; and Regional Solid Waste System Capital Improvements.** The Parties may agree to amend the Contract to include other Regional Solid Waste System Transfer Services; Transport Services, Solid Waste Disposal Services; Recycling, Organics, Yard Debris, Hazardous Waste, and Other Material

Processing Services; and Regional Solid Waste System Capital Improvements in addition to the services to be performed under Attachment A.1, A.2 and A.3.

MASTER SERVICE AGREEMENT**ATTACHMENT A.1****HDC.1818**

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666

and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services

Description: Regional Solid Waste System Transfer Station Services, Transport Services, Solid Waste Disposal Services, and Organics, Yard Debris, Hazardous Waste, and Other Specified Processing Services

Supplier Contract Number: N/A
 Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818
 MSA Contract Period: September 1, 2024 - December 31, 2032
 Attachment A.1 Term: September 1, 2024 - December 31, 2032

County Contacts		
Program	Fiscal	Contract
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By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 08/27/24
Dan Schooler, Date
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, Date
City Manager

CLARK COUNTY:

Kathleen Otto, Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, Date
City Attorney

Amanda Migchelbrink 08/26/24
Amanda Migchelbrink, Date
Deputy County Prosecuting Attorney

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1. INITIAL TERM AND EXTENSIONS

- 1.1. Initial Term.** This Contract shall commence on September 1, 2024, at 12:00 AM, Pacific Time and shall terminate on December 31, 2032 at 11:59 PM, Pacific Time. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during the initial term pursuant to the Master Services Agreement Terms and Conditions Section 4 and Uncontrollable Circumstance Section 21.
- 1.2. Conditional Extension Term.** Irrespective of the ownership per Section 14, the County or County successor shall extend this Attachment A.1 upon substantial compliance with the Contract, including but not limited to meeting performance requirements herein, for an additional five (5) year and eight (8) months term commencing on January 1, 2033 at 12:00 AM, Pacific Time and shall terminate on August 31, 2038 at 11:59 PM, Pacific Time or the Parties may mutually agree to terminate this Attachment A.1 and the County or County successor may re-procure services. The Parties shall provide written notice of agreement to extend Attachment A.1 no later than one (1) calendar year prior to the termination of the then current term. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during the conditional extension term pursuant to the Master Services Agreement Terms and Conditions Section 4.

2. REGIONAL TRANSFER STATION SERVICES

- 2.1. Regional Transfer Station Service Hours of Operation.** The Contractor shall provide Regional Transfer Station Services in compliance with the Conditional Use Permit, Operations Plan and zoning for each Regional Transfer Station except when approved in writing by the County Program Representative and excluding holidays per this Section 2.1.2.
- 2.1.1. Conditional Use Permit as to Hours of Operation.** To the extent a current Conditional Use Permit for any Regional Transfer Station does not allow the hours of operation contemplated by this Contract (including this Section 2.1 and Section 2.4.1), the Contractor shall within thirty (30) calendar days following the effective date of this Contract submit necessary documentation to amend such Conditional Use Permit to the applicable jurisdiction and shall complete such amendment within a reasonable period of time. In the event the applicable jurisdiction does not grant the amendment to such Conditional Use Permit, the Parties agree that the failure to amend such Conditional Use Permit shall not constitute a breach or violation of this Contract, provided that such failure to amend is not caused by the Contractor's failure to respond to or comply with a reasonable request or condition of the applicable jurisdiction.

2.1.2. **Holidays.** The following shall be holidays for purposes of this Contract: New Year's Day, Thanksgiving Day, and Christmas Day. The Contractor shall observe all of the above-mentioned holidays by suspension of Regional Transfer Station Services on a holiday.

2.2. **Security of Regional Transfer Stations.** The Contractor is solely responsible for securing the Regional Transfer Station sites twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Contractor shall secure Regional Transfer Station sites during and after hours of operation such that no unauthorized entry is allowed. The Contractor shall surround Regional Transfer Station sites with a woven metal, masonry, or other fence of at least 6-foot height with lockable gates, to provide visual screening and security and such must be reasonably approved by the County Program Representative.

2.3. **Fire Protection and Life Safety of Regional Transfer Stations.** Within three (3) months following execution of the Contract and/or following completion of any significant facility modifications or for changes in existing operational procedures (regarding Hazardous Waste), the Contractor shall: submit to the Fire Marshal (of the Authority Having Jurisdiction) a comprehensive fire safety analysis that addresses the fire hazards of the facility and develops specific recommendations regarding fire hazards, facility operations, emergency response, fire watch protocols, fire detection systems, and fire protection systems. The analysis shall address the requirements of all applicable codes/standards and is subject to Fire Marshal (of the Authority Having Jurisdiction) approval. The fire safety analysis shall include but is not limited to these sections:

2.3.1. Fire Emergency Response Plan including: a site plan, water supply/fire hydrants, emergency access/security gates, fire lanes, fire department aerial road access locations, Knox box locations, building layout with access doors, locations of the fire sprinkler riser room and fire alarm panel location.

2.3.2. Shall cross-reference or incorporate elements of the Regional Transfer Station Operations Plan which shall detail site locations and procedures for proper storage of hazardous materials, battery collection/recycling, fire separation walls, emergency lighting, fire detection/fire watch, etc.

2.3.3. Shall establish a policy and procedures for a fire watch during and after hours of operation and fire watch protocol, which includes but is not limited to staffing and/or remote monitoring and alarm technology which must be approved by the jurisdictional Fire Marshal.

2.3.4. Shall establish a policy and procedure for off-spec or unique waste, and for vigilance in maintaining the inventory that can be protected by the fire protection system as designed and maintaining required separation of fire susceptible materials.

- 2.3.5. Demonstrate employee emergency response training, notification and evacuation planning procedures, maintain records of employee training.
- 2.3.6. Demonstrate compliance with Washington State Fire/Building Code, related national standards and local ordinances/development review standards.
- 2.3.7. Demonstrate compliance with NFPA 25 and NFPA 72 Inspection, Testing and Maintenance (ITM) reports for all fire protection systems on site.

2.4. Delivery of Materials.

- 2.4.1. **Delivery of Solid Waste Generated in the County and Cities to Regional Transfer Stations.** The Contractor shall accept all Solid Waste generated in the County and Cities delivered to any Regional Transfer Station. The County and Vancouver shall deliver all Solid Waste generated in the County and Vancouver and collected by County and Vancouver municipal, contracted, or franchised hauler to the Regional Transfer Stations. The County shall require any City served by the CSWMP to deliver all Solid Waste generated in such City and collected by such City's municipal, contracted, or franchised hauler to the Regional Transfer Stations.
- 2.4.2. **Delivery of Materials from Other Sources to Regional Transfer Stations.** The Contractor may accept materials generated from other sources and delivered to any Regional Transfer Station which is not included in Section 2.4.1 with prior written approval of the County Program Representative and subject to the written negotiated terms between the Parties. The Contractor shall not accept materials generated from sources and delivered to any Regional Transfer Station that is not included in Section 2.4.1 without prior written approval of the County Program Representative and compliance with the written negotiated terms between the Parties.

2.5. Receiving Services.

- 2.5.1. **Receiving Service Hours of Operation.** Except as otherwise provided herein, the Contractor shall accept all materials delivered to Regional Transfer Stations during Receiving services hours of operation.
 - 2.5.1.1. **Materials Other Than Household Hazardous Waste.** Excluding Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Regional Transfer Stations, excluding Washougal Regional Transfer Station, shall be from 6:00 A.M. to 6:00 P.M., Pacific Time on Monday, Tuesday, Wednesday, Thursday, and Friday and from 8:00 A.M. to 4:00 P.M., Pacific Time on Saturday at both Central

Regional Transfer Station and West Van Regional Transfer Station, and from 8:00 A.M. to 4:00 P.M., Pacific Time on Sunday at Central Regional Transfer Station. Excluding Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Washougal Regional Transfer Station shall be from 7:00 A.M. to 5:00 P.M., Pacific Time on Wednesday and Friday and from 8:00 A.M. to 4:00 P.M., Pacific Time on Saturday.

2.5.1.2. Household Hazardous Waste. For Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Regional Transfer Stations, excluding Washougal Regional Transfer Station, shall be from 8:00 A.M. to 4:00 P.M., Pacific Time on Friday, Saturday, and Sunday at Central Regional Transfer Station and from 8:00 A.M. to 4:00 P.M., Pacific Time on Friday and Saturday at West Van Regional Transfer Station. For Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Washougal Regional Transfer Station shall be 8:00 A.M. to 4:00 P.M., Pacific Time on the first and third Saturday of every month.

2.5.2. Modification of Receiving Service Hours of Operation. The County, with input from Vancouver and other Cities, reserves the right to modify the Receiving services hours of operation, including days of operation, if the Parties agree, including agreement to any changes in Receiving services, changes or implementation of Fees, or other agreed upon terms pursuant to Section 18.4.4 and Section 20.

2.5.3. Inclement Weather or Other Unforeseen Circumstance. In certain instances, due to inclement weather, higher than typical set outs, or other unforeseen circumstance, the Parties shall work cooperatively to shorten or extend the Receiving services hours of operation for County and Cities' municipal, contracted, or franchised hauler for any or all Regional Transfer Stations. If the Parties agree to shorten or extend the Receiving services hours of operation for County and Cities' municipal, contracted, or franchised hauler for any or all Regional Transfer Stations, the Contractor shall provide prompt written notice to County Program Representative and City Representatives of any changes to Receiving services hours of operation for any or all Regional Transfer Stations.

2.5.4. Location of Receiving Services. Excluding Program Drop-off Materials, Yard Debris, Hazardous Waste, and other material delivered for processing, the Contractor shall accept all Solid Waste and Organics inside the Regional Transfer Station Buildings. For Program Drop-off Materials, the Contractor shall accept such Program Drop-off Materials,

Yard Debris, Hazardous Waste, and other material delivered for processing at the designated areas per the approved Facility Operations Plan.

2.5.5. **Priority Access.** The Contractor shall provide priority access at Regional Transfer Stations to the County and Cities municipal, contracted or franchised hauler or department. Priority access means that the Contractor shall always provide service to the County and Cities municipal, contracted, or franchised hauler or department prior to all other Persons delivering materials.

2.5.6. **Vehicle Wait and Turnaround Time.** The Parties understand and agree vehicle wait and turnaround time impacts the operations of the Regional System. Therefore, the Parties shall work cooperatively to minimize vehicle wait and turnaround time. The Parties shall use reasonable efforts to achieve average times on site of no more than the average times referred to in Sections 2.5.6.1 and 2.5.6.2. The Parties agree the average vehicle turnaround times set forth herein may be adjusted by mutual agreement upon implementation of capital improvements to Regional Transfer Station sites.

2.5.6.1. **Commercial Vehicle Turnaround Time.** The Parties shall work cooperatively to achieve weekly average times on site of no more than twenty (20) minutes from the time the inbound commercial vehicle leaves the scalehouse and the time such commercial vehicle returns to the scalehouse including any time spent in the outbound scale house queue.

2.5.6.2. **Other Customers Vehicle Turnaround Time.** The Parties shall work cooperatively to achieve weekly average times on site of no more than thirty (30) minutes from the time the inbound non-commercial vehicle leaves the scalehouse and the time the non-commercial vehicle returns to the scalehouse including any time spent in the outbound scale house queue.

2.5.7. **Minimum Annual Recycling Requirement.** The Contractor shall use commercially reasonable efforts to recycle a minimum of ten percent Waste delivered to Regional Transfer Stations. The County and Vancouver reserve the right to prioritize materials to be targeted for the minimum annual recycling requirement ("MARR"). The Contractor shall calculate based on the inbound tonnage delivered to Regional Transfer Stations and the outbound tonnage from Regional Transfer Stations for Transport to Disposal Sites. The MARR will be reported annually and in accordance with Exhibit A.1-1.

2.5.8. **Inspection of Loads.** As part of Receiving services, the Contractor shall inspect in accordance with this Section the contents of all loads of

material delivered to Regional Transfer Stations to confirm such material does not contain Unacceptable Waste.

2.5.8.1. Timing of Inspection of Loads. The Contractor shall conduct inspections while a route vehicle or Person is unloading material at the Regional Transfer Station and prior to such route vehicle or Person leaving the Regional Transfer Station. The County Program Representative or City Representative for where such material was generated may be present to observe any inspection and may at its sole discretion and cost also inspect such material delivered to the Regional Transfer Station. If the County Program Representative or the City Representative for where such material was generated is not present, the Contractor shall notify the County Program Representative or City Representative for where such material was generated of the presence of Unacceptable Waste promptly upon discovery.

2.5.8.2. Rejection of Material. If the Contractor rejects any material, the Contractor shall provide the Person delivering such material with education as to the proper handling and management of such materials at the time such material is rejected. If the Contractor discovers Unacceptable Waste prior to delivering Person leaving the Regional Transfer Station, the Contractor may reject the material or return the Unacceptable Waste to such Person if deemed safe due to the nature of the material. If return to such Person is deemed unsafe due to the nature of the material, the Contractor shall coordinate for the safe management of the Unacceptable Waste and seek reimbursement from such Person for the actual reasonable cost of that disposal. The Contractor shall gather information and evidence, including photographs of any and all Unacceptable Waste and report to City Representative for where such material was generated, the County Program Representative and Vancouver Program Representative.

2.5.9. Ownership of Materials. Excluding rejected material in accordance with Section 2.5.8.2, ownership of the materials within a load shall remain with the Person delivering such material while the Person is at the Regional Transfer Station Site and shall pass to the Contractor immediately upon such Person leaving the Regional Transfer Station Site.

2.6. Transport Services.

2.6.1. Preparation for Transport. The Contractor shall prepare all material received at the Regional Transfer Stations in accordance with each

Facility's Operations Plan, prepared and submitted by Contractor to County Program Representative and approved by County Program Representative.

2.6.2. **Transport Destination.** The Contractor shall Transport all material received at Regional Transfer Stations to the designated Disposal Sites and designated Processing Sites, specified in Exhibit A.1-2, unless an alternative is required per the Contract or approved in writing by the County Program Representative and Vancouver Program Representative.

2.6.3. **Minimum Transport Equipment Requirements, Annual Adjustment and Condition.** The Contractor shall be solely responsible for any and all costs in the provision of transport equipment in sufficient quantities and condition to facilitate the successful performance of the Contract except as specified herein. The Contractor shall comply with the minimum transport equipment requirements and annual adjustment specified in Exhibit A.1-3. The Contractor shall store the Containers required by the minimum transport equipment requirements at one or more locations in Clark County.

2.6.3.1. **Initial Year Minimum Transport Equipment Requirements.** The Contractor shall comply with the minimum transport equipment requirements specified in Exhibit A.1-3. The Contractor shall acquire any and all additional transport equipment to comply with the minimum transport equipment requirements specified in Exhibit A.1-3 within three months of execution of the Contract unless the Contractor provides reasonable justification for not meeting the timeframe and justification for a longer period is agreed to in writing by the Parties.

2.6.3.2. **Annual Adjustment to Minimum Transport Equipment Requirements.** The Parties agree the minimum transport equipment requirements shall be increased annually based on any increase in Solid Waste outbound tonnages accepted from the prior July 1st to June 30th. The Parties agree the minimum transport equipment requirements shall not be decreased unless approved by the County in its sole discretion. The Parties also agree the Contractor will account for obsolete containers and ensure that minimum transport equipment requirements are not reduced by attrition each year and that the minimum transport equipment and containers shall be dedicated for the exclusive use by the Regional Solid Waste System serving the County, Vancouver, and cities during the term of the agreement and any extension thereof. For calendar year 2025 and onward, the Contractor shall acquire any and all

additional new transport equipment to comply with the minimum transport equipment adjustments specified in Exhibit A.1-3 on or before April 1st unless the Contractor provides reasonable justification for not meeting the timeframe and justification for a longer period is agreed to in writing by the Parties. The Parties agree that the Contractor may postpone Container orders until a sufficient number of new Containers are needed to meet the manufacturer's minimum order requirements. The Parties agree that the County and Vancouver may direct the Contractor to reallocate the estimated purchase price from a type of equipment to an alternative type of equipment.

2.6.3.3. Minimum Transport Equipment Condition Requirements.

The Contractor shall maintain all transport equipment in a safe, and efficient working condition (normal wear and tear excepted) throughout the term of this Contract. All equipment used in performance of the obligations of Contract shall comply with USDOT and US Coast Guard requirements. The Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on transport equipment. All road transport vehicles used by the Contractor or subcontractor in performance of this Contract shall prominently display in letters three inches or taller the Contractor's or subcontractor's name and a unit number and/or telephone number.

2.6.4. Transport Routes. The Contractor shall submit to the County Program Representative and applicable agencies for approval the transport routes, including primary and any alternative transport routes. Primary and alternative transport routes will be detailed in the Operations Plan for each Regional Transfer Station. The Contractor shall use commercially reasonable efforts to ensure that routes minimize the impact of traffic on the public and avoid residential neighborhoods. The Contractor shall not make any changes to approved transport routes without prior approval of the County Program Representative and applicable agencies. Notwithstanding the foregoing, the Contractor may, without prior approval, temporarily use alternate transport routes in the event of unannounced and temporary street, road, or highway construction or closures.

2.7. Disposal and Specified Processing Services.

2.7.1. Solid Waste Disposal Services. The Contractor shall dispose of all Solid Waste received at Regional Transfer Stations at the designated Disposal Site, specified in Exhibit A.1-2. The designated Disposal Site, or any agreed upon alternative Disposal Site, must, at all times for the duration of this Contract, be compliant with the design criteria of WAC

173-351-300(2)(a) and 40 CFR § 258.40, or the equivalent requirements if the Disposal Site is in a state other than Washington. The designated Disposal Site, or any agreed upon alternative Disposal Site, must not have been nominated or proposed for the National Priorities List (“NPL”) of contaminated sites, or have been nominated or proposed for inclusion in a list of contaminated sites under another program similar to the NPL. If the designated Disposal Site or any agreed upon alternative Disposal Site is located in a Washington jurisdiction that is required to prepare a Comprehensive Solid Waste Management Plan, or the equivalent if the designated Disposal Site is located outside the State of Washington, the Contractor shall not dispose of Solid Waste at such Disposal Site unless the Comprehensive Solid Waste Management Plan, or the equivalent, of the receiving jurisdiction allows Solid Waste imported to the Disposal Site.

2.7.2. Specified Processing Services. The Contractor shall process all Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing received at the Regional Transfer Stations in accordance with the Facility’s Operations Plan. The Contractor shall process all Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing received at Regional Transfer Stations for diversion at the designated Processing Site, specified in Exhibit A.1-2, unless an alternative is required per the Contract or approved in writing by the County Program Representative and Vancouver Program Representative.

2.7.3. Minimum Processing Requirements. The Contractor shall process all Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing received at the Regional Transfer Stations in accordance with the minimum processing requirements specified in the Facility’s Operations Plan and consistent with Section 2.5.7 MARR and Exhibit A.1-1.

2.7.3.1. Household Hazardous Waste Receiving, Handling and Processing Services. The Contractor shall provide a Facility at each Regional Transfer Station site for the public to drop off small quantities of Program Household Hazardous Waste Materials, specified in Exhibit A.1-4. The Contractor shall accept, Transfer, Transport, and Dispose of source-separated Household Hazardous Waste delivered to Contractor at the Regional Transfer Station sites in the Contractor or Subcontractor’s receiving area.

2.7.3.1.1. The Facility shall be appropriate for the usage intended and designed, operated, and maintained according to all federal, state, and local

requirements including appropriate screening, fencing, curbing and spill containment; safety eyewash and shower; receiving, storage, and work areas. Each Facility shall be fitted with a secure gate or door and is to be located in an area readily accessible but secure from inappropriate usage. Each Facility shall be emptied and cleaned by the Contractor or Subcontractor weekly (unless otherwise approved by the County Program Representative and all materials properly disposed in accordance with all federal, state, and local laws and regulations. All materials removed shall be taken to a fully permitted Hazardous Waste treatment or disposal Facility as specified in Exhibit A.1-2.

- 2.7.3.1.2. The Household Hazardous Waste drop off Facilities shall be used only for the drop off by residential generators of small quantities of Household Hazardous Wastes generated within the County unless otherwise approved by the County Program Representative. The Contractor shall not charge the public for using the Household Hazardous Waste drop off Facilities.
- 2.7.3.1.3. The Contractor shall provide the County and Vancouver on the thirtieth day of each month with records as to the amount and types of materials received, the dates the facilities were emptied and cleaned, and receipts from the Hazardous Waste disposal facility, consistent with reporting requirements as specified in Section Exhibit A.1-5.
- 2.7.3.1.4. **Household Hazardous Waste; Compensation.** All costs associated with the furnishing and operation of a Household Hazardous Waste facility, including cost of disposal, shall be included in the Fees paid to the Contractor and no additional compensation shall be paid.

3. STORAGE OF SOLID WASTE

- 3.1. The Contractor shall store Solid Waste in compliance with the Applicable Law, including but not limited to the solid waste handling permit, and Facility Operations Plan. The Contractor shall store Solid Waste in sealed or covered Containers/Trailers, or within the Transfer Station Building during operating hours. Loaded Containers and trailers shall not be stored longer than forty-eight

(48) hours at the Regional Transfer Stations and no more than two (2) days' worth of loaded Containers and trailers shall be stored at the Regional Transfer Stations at any one time. This provision may be temporarily waived by the County Program Representative if weather or other conditions should preclude safe Transport of loaded Containers and Trailers from the Regional Transfer Stations.

- 3.2. The Contractor shall not store Solid Waste other than in Containers, Trailers, or within the Regional Transfer Station Building or other structures approved by the County Program Representative during operating hours. Once the Regional Transfer Stations are closed each day, the Contractor shall continue operations until all Solid Waste is removed from the tip floor, has been processed, compacted, and containerized. There shall be no Solid Waste remaining on the tip floor outside of operating hours pursuant to Section 2.1.

4. DROP-OFF AREA REQUIREMENTS

The Contractor understands that the County and Vancouver's intent is for the Contractor to provide convenient, safe, and high-quality customer service to all persons or entities utilizing Drop-off Areas. The Contractor shall operate a Drop-off Area at each Regional Transfer Station. The Contractor shall be solely responsible for the Drop-off Areas including but not limited to:

- 4.1. The Contractor shall provide and maintain safe access to all Drop-off Areas and provide a means for customers, including reasonable accommodations, to deliver materials to Drop-off Areas in any vehicle including but not limited to box trucks, pick-up trucks, vehicles with trailers, SUV, cars, or other vehicles. The Contractor will provide reasonable mobility accommodations for customers delivering materials to Drop-off Areas.
- 4.2. The Contractor shall be solely responsible for all maintenance, including aesthetics, of the Drop-off Areas including but not limited to removing contamination periodically throughout the day from containers and immediately cleaning up spillage, leakage, litter, and other nuisances.
- 4.3. The Contractor shall provide sufficient quantity of color-coordinated containers that are accessible to customers, in good condition and aesthetics, and signed appropriately. The Contractor shall utilize containers that are designed for collection and preservation of material quality such as slotted containers for cardboard or Program Recyclable Materials and Program Drop-off Materials. The Contractor shall service containers as to provide sufficient capacity during hours of operation and prevent nuisances.
- 4.4. The Contractor shall provide and maintain permanent signage including but not limited to wayfinding signage to direct traffic within the Regional Transfer Station Sites and messaging to inform customers of delivery, preparation, or sorting requirements for materials delivered for diversion.

- 4.5. The Contractor shall provide and maintain lighting at each Regional Transfer Station and all Drop-off Areas outside of buildings.

5. OPERATIONS PLAN FOR EACH REGIONAL TRANSFER STATION

- 5.1. **Initial Operations Plans.** No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative and Vancouver Program Representative for County and Vancouver approval of a complete and detailed Operations Plan for each Regional Transfer Station. The approval of the Operations Plans shall not be construed as a limitation on Contractor's obligation pursuant to the provisions of the Contract. The Operations Plans shall be of sufficient detail to satisfy the County and Vancouver of the Contractor's ability to continue operations for the term of the Contract including but not limited to the following:

- 5.1.1. Capacity assurance
- 5.1.2. Personnel requirements
- 5.1.3. Receiving services by material type
- 5.1.4. Transport services by material type
- 5.1.5. Disposal and processing services by material type
- 5.1.6. Minimum processing requirements by material type
- 5.1.7. Recordkeeping and reporting
- 5.1.8. Equipment requirements
- 5.1.9. Facility and equipment maintenance plans
- 5.1.10. Contingency plans including specific measures to be employed when the normal operating resources including when transportation equipment is unavailable
- 5.1.11. Environmental controls
- 5.1.12. Vectors and pests, spillage, leakage, litter and odor, and other nuisance plans
- 5.1.13. Health and safety procedures
- 5.1.14. Security plan
- 5.1.15. Fire protection and life safety plan
- 5.1.16. Other information requested by the County or Vancouver

5.2. Revisions to Operations Plans. The Contractor shall annually review and revise, as necessary, each required Operations Plan to maintain the information contained in those plans current and reflect any substantive changes to activities, information, or other material included in those plans. The Contractor agrees such revisions shall be subject to prior approval by the County Program Representative. Beginning in 2024 the annual review and revision shall be completed no later than September 30th. The County Program Representative and Vancouver Program Representative shall be promptly notified of any revisions to Operations Plans.

6. ALTERNATIVE METHODS

- 6.1. No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative for approval a complete and detailed Alternative Methods Plan for each Facility, including but not limited to each Regional Transfer Station. The Alternative Methods Plan shall be of sufficient detail to satisfy the County Program Representative and Vancouver Program Representative of the Contractor's ability to continue operations during an Alternative Method event for the term of the Contract including but not limited to timeline and process for transitioning from primary to contingency plan.
- 6.2. Except as set forth herein, the Contractor shall be solely responsible for any and all additional costs related to the utilization of Alternative Methods including but not limited to operation, receiving, transport, disposal, or processing methods. The Contractor shall be responsible for procuring any Alternative Methods including but not limited to equipment, labor, permits, and other resources associated with Alternative Methods.
- 6.3. If the Contractor notifies the County that it must implement Alternative Methods that may allow for additional or reduction in compensation as set forth herein, the Contractor shall as soon as practicable submit to the County and Vancouver a plan for continuing operations under Alternative Methods and any estimated increases or decreases in costs to carry out the plan. The Parties agree the Contractor shall not receive additional compensation for any increase in direct costs of services to Contractor of less than 4% of the then current Tip Fees over consecutive three (3)-month period.
- 6.4. Upon Parties mutual agreement to implement Alternative Methods, the Parties agree the County or County successor reserves the right to purchase the Facilities affected by the Alternative Methods if any such estimated increase in the Tip Fees resulting from such Alternative Methods is more than 25% of the then current Tip Fees over a consecutive twelve (12)-month period. Notwithstanding the foregoing, the County or County successor may require the Contractor to repair or rebuild those Facilities and recover the cost of that work by means of an increase in Tip Fee.

- 6.5. The Contractor shall not use Alternative Methods for which the Contractor requests additional compensation without written approval from County Program Representative. For any Alternative Method which the Contractor requests additional compensation, the Contractor shall fully demonstrate and document the need for the additional compensation to the County Program Representative's satisfaction and approval, acting reasonably, as a precedent to the Contractor's right to a compensation increase under this Contract. For any Alternative Method for which the County requests a reduction in compensation, the Contractor shall be fully responsible to demonstrate and document the need for the reduced compensation to the County's satisfaction and approval, acting reasonably.
- 6.6. The Parties agree that transitioning from primary to back-up plan may be applicable to one, multiple, or all Facilities.
- 6.7. If the barge system goes down, the Contractor shall not transition to contingency plan until after two (2) days of storage of Solid Waste tonnages at Regional Transfer Stations or barge loading site are utilized, unless the initial assessment indicates the barge system will be closed longer than two (2) days. The Contractor shall work with subcontractors to best utilize storage equipment. The Contractor agrees this flexibility will ensure that containers loaded with Solid Waste tonnages are not being stored longer than necessary.
- 6.8. If a compactor goes down, the Contractor shall immediately transition to contingency plan for the Facility impacted and promptly notify the County Program Representative. The Contractor shall promptly discontinue utilizing the contingency plan as soon the compactor is repaired.

7. ADDITION OR DELETION OF APPROVED MATERIALS DELIVERED FOR PROCESSING FROM PROGRAM

The County, with input from Vancouver and other Cities, reserves the right to add or delete Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing as specified in Exhibit A.1-4 to the program if the Parties agree it is economically and technically feasible. An increase or decrease in Fees, if any, for addition or deletion of materials shall be negotiated and implemented by an amendment to this Contract.

8. COMMINGLING OF MATERIALS DELIVERED FOR PROCESSING PROHIBITED

Except, when approved in writing by the County Program Representative, the Contractor shall not mix streams such as Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing with other materials such as Solid Waste. The Contractor may be permitted to mix Program Food Waste, Organics and/or Yard Debris when such materials are being delivered to the same designated Processing Site, and when

commingling materials is permitted by the Processor for no additional cost and material quality is not adversely impacted.

9. LIABILITY FOR UNACCEPTABLE WASTE

9.1. Responsibility for Unacceptable Waste. If the Contractor receives Unacceptable Waste, including but not limited to Hazardous Waste, the Contractor may at its option return that waste to the Person who delivered it in accordance with the Operations Plan and Regional Transfer Station regulations approved by County Program Representative or the Contractor may dispose of that Unacceptable Waste in accordance with all applicable laws and regulations and charge the Person responsible for that delivery for the cost of that disposal, plus an amount equal to 10% of the cost of handling the Unacceptable Waste or Special Handling Fee. If the Contractor is unable to identify the Person responsible for the nonconforming delivery and return the Unacceptable Waste to that Person, the Contractor shall at the Contractor's sole expense, dispose of that Unacceptable Waste in accordance with applicable law. The Contractor shall pay all costs, consequential damages, or liability related to Unacceptable Waste not returned in accordance with this Section to the Person delivering that waste except that the Contractor may pursue any available remedies against Person(s) later identified as responsible for delivering that Unacceptable Waste per Section 2.

9.2. Prosecution of Persons Delivering Unacceptable Waste. The County shall assist the Contractor in identifying Persons responsible for delivering Unacceptable Waste to the Regional Transfer Stations and shall, subject to the County Prosecuting Attorney's direction, diligently prosecute Persons who illegally deposit Unacceptable Waste at any Facilities within the County.

10. DISPOSAL OF MATERIAL DELIVERED FOR DIVERSION PROHIBITED

The Contractor shall not dispose of any Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing or other material recovered by Contractor for diversion, or market such materials to brokers and end markets that the Contractor knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the County Program Representative.

11. FACILITY SCALE HOUSE SERVICES

At commencement of the Contract, the Contractor shall be responsible for operation of the scale house at the Regional Transfer Stations. After the initial term as specified in Section 1.1, terminating on December 31, 2032, the County or County successor reserves the right to assume responsibility, including costs, for operation of the scale house at any or all Regional Transfer Stations. The Party responsible for operation of the scale house shall be responsible for all activities related to the scale house including but not limited to weighing all vehicles, maintenance and calibration

of the scale in accordance with the scale manufacturer's recommendations, billing and collection of payment, and ensuring the average vehicle turnaround times identified in Section 2.5.6.

12. FACILITY SURFACE WATER AND STORMWATER MANAGEMENT

The Contractor is responsible for surface water and stormwater management and compliance with all surface water and stormwater management regulations and ordinances for the Regional Transfer Station sites, including but not limited to, stormwater collection, detention, treatment and control of all surface water run-off from buildings, impervious surfaces, and disturbed areas. The Contractor must comply with all local and state regulations related to surface water and stormwater management. Where surface water or stormwater is allowed to discharge offsite, appropriate erosion protection must be provided to protect the downstream drainage system from damage. The Contractor shall prevent erosion of existing drainage channels and meet requirements for erosive velocities.

13. FACILITY MAINTENANCE REQUIREMENTS

13.1. The Contractor shall be solely responsible for all Maintenance related to Contract services, including but not limited to all Facilities and equipment maintenance, servicing, and renewal and replacement, including routine and non-routine Maintenance, except as specified herein in Section 13.2 or 13.3.

13.2. The Parties agree to reimburse the Contractor from the Regional Solid Waste System Fund (RSWSF) or Designated Capital Improvement Fund (DCIMRF), to be determined by the County, for approved resurfacing/paving within Regional Transfer Station sites related to routine wear and tear of transfer station operations that occurred from January 1, 2023 through the commencement date of the Contract pursuant to Section 19.1 and 19.6.

13.3. The County or County successor shall be responsible for the cost of all Maintenance related to only the following provided such has been maintained in compliance with manufacturers' instructions and recommendations and the requirements of the Contract:

13.3.1. Replacement of solid waste compactors;

13.3.2. Replacement of truck scales;

13.3.3. Replacement of compactor infeed conveyer;

13.3.4. Replacement of compactor main cylinder;

13.3.5. Resurfacing/paving within Regional Transfer Station sites related to the routine wear and tear of station operations; and

13.3.6. Other major items that are:

13.3.6.1. Identified in the Capital Improvement Plan or during Triennial Inspections; and

13.3.6.2. Approved by the County Program Representative and Vancouver Program Representative.

13.4. No later than sixty (60) calendar days after execution of the Contract and annually by March 31st thereafter, the Contractor shall submit to the County Program Representative for approval a maintenance plan, including schedule, for all building and fixed equipment elements by Facility including, but not limited, all maintenance inspections and servicing, preventive maintenance all anticipated renewal and replacements, and resurfacing/paving.

13.5. The Contractor shall make available for inspection by the County Program Representative by March 31st annually a record of maintenance activity (inspections, servicing, preventive maintenance, and renewal and replacements) completed during the previous calendar year. The Contractor shall provide prompt access to the County, Vancouver, and its consultant to review such records.

14. **REGIONAL TRANSFER STATION SITE OWNERSHIP, ACCESS, EASEMENT, AND ASSESSMENTS**

14.1. **Ownership of Existing Regional Transfer Stations at Commencement of Contract.** For the initial term of the Contract, the Contractor shall continue to own the existing three (3) Regional Transfer Stations: Central, West Van, and Washougal or unless authorized pursuant to the Master Service Agreement.

14.2. **Public Ownership of Transfer Stations.** In recognition that the Parties desire to continue to move toward a more regionalized and standardized solid waste management system.

14.2.1. The County and Vancouver are committed to public ownership of the existing Central, West Van, and any future to-be-built Transfer Station(s) (excluding the existing transfer station in Washougal). These parties, along with any other municipal entity within the County that chooses to participate, will create a regional, multi-jurisdictional entity County successor to own and provide solid waste disposal and transfer services to those participating jurisdictions. As a statement of intent, both the County and Vancouver assert their strong preference for regional-entity ownership by a County successor, and that ownership by County or Vancouver is disfavored.

14.2.2. In furtherance of this, the County and Vancouver shall negotiate the terms of an interlocal agreement pursuant to chapter 39.34 RCW that identifies a statutory mechanism for formation of the entity to be the County successor, a general initial framework for shared, representational governance by all participating jurisdictions, and

establishes a transparent and accountable timeline for formation of the entity by December 31, 2029.

14.2.3. In the event the County, Vancouver, and other participating jurisdictions are unable to form this anticipated regional entity by December 31, 2030, the County and Vancouver agree to meet and determine in good faith how one or both entities will temporarily own and govern the solid waste transfer facilities until such time as the regional entity can be formed and become operational, which is not anticipated to take longer than 24 months.

14.3. Right to Purchase Existing Regional Transfer Stations. Effective December 31, 2032, the County shall have the first right to purchase followed by County successor to purchase one or both of the West Van (Clark County parcel numbers 153108000 and 153110000) and Central (Clark County parcel numbers 200211000, 200212000, and 200213000) Regional Transfer Station sites for a purchase price of one dollar (\$1) per Regional Transfer Station site, and the City of Washougal shall have the first right to purchase followed by the County followed by the County successor to purchase the Washougal Regional Transfer Station site for the purchase price specified in a separate 2005 or successor agreement between the City of Washougal and its contractor. Notice of exercise of this of the right to purchase by the County or the County successor with payment of the purchase price, shall be delivered to Contractor no later than December 31, 2031. In the event neither the County, the County successor, nor the City of Washougal exercise the Purchase Option within the notice period, the right to purchase shall expire unless the Parties agree to an extension of the Purchase Option period. The right to purchase by the County, the County successor, or the City of Washougal shall be enforceable through specific enforcement.

14.4. Ownership of Any Future To-Be-Built Regional Transfer Stations. The Parties agree the County followed by the County successor shall own any future to-be-built Regional Transfer Station Site funded by the County out of the RSWSF. Such future to-be-built Regional Transfer Station(s) shall remain in public ownership consistent with Section 14.2.

14.5. Regional Transfer Station Site Access. County staff and Vancouver staff shall be able to access and use the Regional Transfer Station lunchrooms, parking, and other areas for the purpose of providing tours of the Facilities and conducting other business matters related to the Regional Transfer Station operations. Any access and use of these areas by the County or Vancouver shall not create an impact on the Contractor's operation of the Regional Transfer Stations.

14.6. Easement for Central Regional Transfer Station: The Contractor shall obtain an irrevocable surface easement from the owner of Clark County real property parcel number 200153000, property location address of 11010 NE 117th

Avenue, Vancouver, WA 98662. This easement shall allow vehicular ingress and egress generally from the property for private road purposes to provide circuitry of travel for solid waste haulers relating to operation of the Central Regional Transfer Station site around the perimeter of the easement parcel; to allow for staging of Containers and Trailers, construction and maintenance of any roadway structures and driveway apron. The owner of parcel 200153000 shall not pay the cost of any improvements by Contractor or County, including the maintenance of any such improvements, unless otherwise agreed to by the parties. This is not intended to be an exclusive list of conditions.

The Contractor shall obtain the surface easement within sixty (60) days of execution of the Contract, or sooner in the event of an Uncontrollable Circumstance(s) Event pursuant to the Master Services Agreement Section 21. The easement shall benefit Clark County real property parcels 200211000, 200212000, and 200213000 and shall run with the land. In the event ownership of parcels 200211000, 200212000, and 200213000 is transferred to public ownership, the easement shall contemporaneously be transferred to the public entity for the amounts set forth below for continued use of the easement area related to the operation of the Central Regional Transfer Station site.

Following the transfer of parcels 200211000, 200212000, and 200213000 to public ownership and the granting of the easement contemplated above, and for so long as Contractor continues to operate the Central Regional Transfer Station on behalf of the County or County successor, the County or County successor shall pay to [insert name of owner of easement property] an annual easement payment of One Dollar (\$1). In the event Contractor ceases to operate the Central Regional Transfer Station, the annual easement payment shall be increased to a fair market rate excluding the value and inflationary increases associated with any capital improvements paid for by the Contractor or County pursuant to the Contract as determined by an independent appraiser and that amount of such easement payment shall increase annually thereafter to reflect any increases in the Consumer Price Index. In the event the County or subsequent operator of the Central Regional Transfer Station, as applicable, fails to make such easement payments, the easement shall terminate after providing the County or County successor a reasonable opportunity to cure with 30, 60, and 90 day written notice. After 90 days without cure by County or County successor, the Parties agree the easement shall be terminated. The appraiser shall be mutually agreeable to the Parties and paid for by Contractor.

14.7. Easement or Dedication for West Van Regional Transfer Station: The Parties shall participate in good faith efforts for the transfer or dedication of property (parcels 152804000 and 153108000) from the Contractor and other potential neighboring property owners to Vancouver for construction of a public road to provide appropriate ingress and egress from West Van Regional Transfer Station site by all users of the site. The Parties intend that said easement or dedication for public road and related purposes be completed by December 31, 2025.

14.8. Transfer of Property. In the event of the County, the County successor, or the City of Washougal exercises the right to purchase, Contractor shall convey the Regional Transfer Station sites to the public entity free of any lien, encumbrance, or security interest; and shall deliver to such by January 31, 2033 a bill-of-sale for and statutory warranty deed to each of the Regional Transfer Station sites purchased.

At any time during the term of this Contract, the County, the County successor, or the City of Washougal may perform a due diligence assessment of the Regional Transfer Station sites as part of the determination of whether to exercise the right to purchase. This due diligence assessment may include but is not limited to a Phase I and/or Phase II Environmental Site Assessments (“ESAs”) and title search. The cost of performing such due diligence assessments will be borne by the County. The County will initiate Phase I and Phase II ESAs within nine months of execution of the Contract to establish a baseline for type and extent of contaminants at the existing Regional Transfer Station sites. To the extent the initial round of Phase I and/or Phase II ESAs results in or otherwise triggers any legally required environmental cleanup or remediation of any environmental contamination at the existing Regional Transfer Station sites, the cost of any such environmental cleanup or remediation shall be funded by the DCIMRF.

The Contractor agrees to operate the existing and any future to-be-built Regional Transfer Station sites in a manner that does not degrade the environmental conditions of the sites and agrees to bear the cost for environmental cleanup and remediation if later ESAs indicate that site degradation occurred as to the type and extent of contaminants after the initial round of ESAs. The intent of the Parties is to identify in subsequent ESAs if any degradation of the environment has occurred compared to the baseline ESAs. In the event environmental contamination is found and determined to be related to any baseline contamination, remediation shall not be the responsibility of the Contractor. If test results show that, on a more likely than not basis, the contamination resulted from Contractor’s use of the site after the baseline ESAs, then remediation shall be paid by Contractor.

14.9. Regional Transfer Station Site Assessments.

14.9.1. The County or County successor will retain and pay for an independent consultant to inspect and assess the condition of any or all Regional Transfer Station Sites in calendar year 2023 and every third (3rd) year thereafter as well as the final year prior to transition of ownership or expiration of Contract. The inspections will assess the condition of the facilities and identify overlooked or incomplete facility maintenance, if any. The inspections will include a review of the facility maintenance records and reporting. An inspection report will be prepared by the independent consultant and will include a maintenance backlog tracking

list that will assign a reasonable time frame for completing each of the backlog work items. The results of the inspections will be advisory and the Parties will discuss and agree on what maintenance backlog work items, if any, will be corrected and the schedule for any such agreed-upon corrections. The Parties agree the cost of any maintenance shall be paid for in accordance with Section 13.

14.9.2. Upon transfer of ownership of a Regional Transfer Station, the Contractor shall surrender the Regional Transfer Station Site in a condition and state of repair as on the effective date of this Contract, or most recent Capital Improvement Project completion, normal wear and tear excepted. However, the Contractor shall be liable to the County and Vancouver for failure to adhere to the requirements set forth herein. All maintenance on the most recent mutually agreed-upon inspection backlog list must be completed before the termination date of the Contract consistent with Section 1. The County's or County successor's cost of completing any incomplete work by the Contractor based on the mutually agreed-upon inspection backlog list at the termination date will be paid by the Contractor to the County or County successor.

15. UTILITIES

15.1. The Contractor shall be responsible for the cost of all utilities including but not limited to the water and sewer service, power, natural gas or electric service, and phone and internet service.

15.2. Excluding the Washougal Regional Transfer Station Site, the Contractor shall be responsible to equip each Regional Transfer Station with an emergency backup power system, so as to ensure power, lights, and safety in the event of a power shortage. This should include, as a minimum, auxiliary lighting, as well as adequate power to continue to operate the scale house facilities.

15.3. No emergency backup power system (i.e. generator) shall be required at the Washougal Regional Transfer Station Site. The Contractor shall be responsible to equip the Washougal Regional Transfer Station Site with an emergency battery backup power for safety lighting, scale house operation, and other essential functions. The battery backup capability for the scale house must be sufficient for a minimum of four (4) hours of operation. In the event that a power outage exceeds four hours, waste shall be routed to other facilities. The Parties agree that, subject to Capital Improvement Plan, the Contractor may be required to comply with Section 15.2 for the Washougal Regional Transfer Station site.

16. PROPERTY TAXES

The Contractor shall be responsible for any and all property taxes associated with a Regional Transfer Station but only for so long as the Contractor owns such Regional

Transfer Station. The County or County successor shall be responsible for any and all property taxes associated with a Regional Transfer Station but only for so long as the County, Washougal, or the County successor owns such Regional Transfer Station.

17. RECORDKEEPING AND REPORTING

17.1. The Contractor shall provide to the County Program Representative and the Vancouver Program Representative by the thirtieth (30th) day of each month a report for the preceding month in accordance with Exhibit A.1-5. The Contractor shall provide the County Program Representative and the Vancouver Program Representative quarterly, semi-annual, and annual reports in accordance with Exhibit A.1-5. The Contractor shall provide reports in an electronic file format and report organization format approved by the County and Vancouver. The Contractor shall provide reports in an editable format unless requested by the County and Vancouver.

17.2. The Contractor shall comply with all reporting requirements of the permitting agencies and permits and provide copies of all reports to the County Program Representative and the Vancouver Program Representative.

18. COMPENSATION PROVISIONS

18.1. **Fees.** The Contractor shall charge Fees in accordance with this section. The Contractor shall not charge any Fees other than those specifically authorized in this section. The Contractor shall pay Fees and taxes to Cities, County, and State in accordance with this section and Master Services Agreement Section 9. All Fees shall remain fixed except as provided herein. Each load of Acceptable Waste delivered to the Regional Transfer Stations will be assessed a Transaction Fee as defined in the Master Service Agreement. The Transaction Fee shall not be subject to adjustment under this section unless mutually agreed upon in writing by all Parties. All other Fees shall be adjusted, increased or decreased, in accordance with this section, and may at no time exceed the charges set forth in Exhibit A.1-7. The Fees are the exclusive compensation to the Contractor for all services provided under the Contract.

18.1.1. **Approved Fees.** The Parties agree that the Fees in Exhibit A.1-7 are the approved Fees. The Contractor shall not charge any Fees other than those specifically authorized in Exhibit A.1-7 or approved in accordance with Section 18.1.2. In addition, the Contractor shall pay the Fees to Cities, County, and State in accordance with Exhibit A.1-7 or approved in accordance with Section 18.1.2.

18.1.2. **Other Fees.** For Acceptable Waste or Special Waste not included in Exhibit A.1-7 and requiring special handling due to the quantity, type, or other factor significantly increasing costs, the Contractor shall propose service parameters and develop a Fee schedule subject to prior written

approval of the County Manager as a condition precedent to the Contractor's right to charge the Fee. The Contractor must fully demonstrate and document the need for the requested Fee to the reasonable satisfaction of the County Manager in consultation with the jurisdiction where such waste was generated.

18.2. One-Time Barge Transportation Adjustment. Effective January 1, 2025, the Parties agree to a one-time barge transportation adjustment to the MSW Tip Fee and Drop Box Tip Fee to compensate for the increased barge transportation costs and capital investments including but not limited to a new MSW barge, two electric cranes, additional MSW containers, paving for yard improvements. The Parties agree the Contractor shall not receive carrying cost reimbursement for the improvements.

18.2.1. The Parties agree to a one-time barge transportation adjustment of \$47.95 per container (2024 dollars) shall be converted to a per ton equivalent, calculated by dividing the per container rate by 29.9 tons, (\$1.60/ton as of January 1, 2024) and apply to all MSW and Drop Box tons received effective January 1, 2024.

18.2.2. The Parties agree that the Contractor's guaranteed contribution to the DCIMRF per Section 19.2 will be reduced by the actual amount of the barge transportation adjustment paid by the Contractor to the designated barge subcontractor in 2024. The Contractor shall not receive any reimbursement for the Contractor's payment of the barge transportation adjustment in 2024.

18.2.3. The Parties agree the one-time barge transportation adjustment \$1.60/ton shall be embedded within the then current rate for MSW Tip Fee and Drop Box Tip Fee and apply before the annual fee adjustment to the Transport Fee for 2025 rate setting, as specified in Exhibit A.1-7. After the one-time barge transportation adjustment is embedded into the MSW Tip Fee and Drop Box Tip Fee annual contract adjustments will apply going forward.

18.2.4. The Parties agree the Contractor shall pay the barge transportation adjustment in 2024 (i.e., approximately \$599,344). The Parties agree the Contractor's payment of the barge transportation adjustment in 2024 includes the current payment of \$25 per container and the remaining equivalent of \$22.95 per container for a total of \$47.95 per container (2024 dollars).

18.2.5. The Parties agree the Contractor may pass the barge adjustment to the designated barge subcontractor using a per container fee.

18.2.6. The County reserves the right to amend the per ton barge transportation adjustment if the average per container weight, on a contract annual basis, is less than 29.9 tons.

18.3. Annual Fee Adjustments

18.3.1. **Schedule for Annual Fee Adjustment.** The Contractor shall submit a request for annual fee adjustment in accordance with this section on or before September 1, 2024 and every August 1st thereafter subject to approval by County Manager. The Parties agree the annual fee adjustments shall be effective on January 1, 2025 and every January 1st thereafter. Fees shall not be adjusted per the annual fee adjustment prior to January 1, 2025.

18.3.2. **Annual Fee Adjustments.** The Parties agree the annual fee adjustment shall apply to those select Fees specifically included and calculated in accordance with Exhibit A.1-7 and made in units of \$0.01, rounded to the nearest whole cent. The Parties agree to the calculations as shown in Exhibit A.1-7. After compensation adjustments are determined by the Parties, the County will document the changes made and notify the Contractor and Vancouver for the adjustments described herein.

18.3.2.1. **Annual Inflation Adjustment for Tip Fees.** The Tip Fees are comprised of two components, an Operating Fee and a Transport Fee, each subject to annual adjustment described herein, and incorporated as a blended and weighted annual Inflation Adjustment Factor ("IAF"). Beginning with the annual fee adjustment scheduled to take effect January 1, 2025, and in each following year.

18.3.2.1.1. **Operating Fee Adjustment.** The Operating Fee component comprised of Transfer & Disposal or Transfer & Processing costs within the specified Tip Fee shall be adjusted each year up to the rate of 82% of the percentage point increase or decrease in the CPI as specified herein.

18.3.2.1.1.1. Should the CPI decrease any year, the Operating Fee shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual Operating Fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Parties agree to the calculation as shown in Exhibit A.1-8.

18.3.2.1.1.2. Beginning July 1, 2023, if the tonnage of Acceptable Waste exported for disposal increases by three percent (3%) or more over the prior year's exported Acceptable Waste tonnage, the allowable percentage increase in the CPI applied to the Operating Fee shall be reduced to 75%. Tonnage shall be calculated based on the first six (6) months of the previous year and the last six (6) months of the year preceding that year, from July 1st through June 30th.

18.3.2.1.2. **Transport Fee Adjustment.** The Transport Fee component comprised of a blend of 80% Operational & Capital costs and 20% Fuel costs within the specified Tip Fee shall be adjusted each year up to the rate of 100% of the percentage point increase or decrease in the associated CPI and Fuel Index as specified herein.

18.3.2.1.2.1. **CPI Factor.** Eighty Percent (80%) of the Transport Fee shall be adjusted each year by 100% of the percentage point increase or decrease in the CPI that occurred during the first six (6) months of the previous year and the last six (6) months of prior year. Should the CPI decrease any year, the Fees shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted.

18.3.2.1.2.2. **Fuel Factor.** Twenty Percent (20%) of the Transport Fee shall be adjusted each year by 100% of the percentage point increase or decrease in the Fuel Index with monthly reference values for twelve (12) months averaged over the prior period from July of one year through June of the following year.

18.3.2.1.2.3. Together the CPI and Fuel Factor are incorporated as a weighted Transport Fee adjustment.

The following formula summarizes the IAF calculation process for determining the annual inflation adjustment for Tip Fees as modeled in Exhibit A.1-7

$$= 1 + \left\{ \left[\frac{(CPI_y - CPI_{py})}{CPI_{py}} \times 0.82 \right] \times 0.80 \right\} + 1 + \left\{ \left[\frac{(CPI_y - CPI_{py})}{CPI_{py}} \times 0.80 \right] + \left[\frac{(EIA_y - EIA_{py})}{EIA_{py}} \times 0.20 \right] \times 0.20 \right\}$$

where CPI_y = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Current Year, or successor indices;

where CPI_{py} = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Prior Year, or successor indices;

where CPI_y = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Current Year, or successor indices;

where CPI_{py} = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Prior Year, or successor indices;

**Figure may be adjusted to (0.75) 75% based on tonnage growth pursuant to Section 18.3.2.1.1.2*

where EIA_y = the average of the last 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Current Year;

where EIA_{py} = the average of the prior year's 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Prior Year.

18.3.2.2. Annual Inflation Adjustment for Special Waste Tip Fees.

Fees classified as Special Waste that are weighted, on a per ton basis, and identified in Exhibit A.1-7 shall be subject to an annual inflationary adjustment as specified herein. The inflation adjustment for Special Waste Tip Fees shall be adjusted on the same date and by the same Inflationary Adjustment Factor as

the MSW Tip Fee (see formula in Section 18.3.2.1.2.3) and in accordance with this section.

18.3.2.3. Annual Inflation Adjustment for Fixed Fees. Fees that are fixed and non-weighted, charged on a per unit or per item basis, and identified in Exhibit A.1-7 shall be subject to an annual inflationary adjustment as specified herein. Fixed Fees shall be annually adjusted by CPI only and shall be adjusted on the same date and by the same CPI adjustment applied to the Operating Fee component (see Section 18.3.2.1.1) of the MSW Tip Fee.

18.3.2.4. Fees Excluded from Annual Inflation Adjustment. The Parties acknowledge the Contractor may hold separate agreements with the County, Cities, or other public entity for specific programs or municipal services pursuant to the Master Services Agreement Sections 2.10 and 2.11. Fees established under separate agreements shall be incorporated in Exhibit A.1-7 and are not subject to annual inflation adjustment as specified herein. The Contractor shall provide notice to the County upon entering separate agreements.

18.3.3. Changes in Federal, State or Local Law

18.3.3.1. Subject to Master Services Agreement Terms and Conditions Section 4, the Contractor or County Program Representative may temporarily adjust Tip Fee components for actual increased or decreased costs resulting from changes in federal, state, or local laws applicable to persons or entities engaged in the solid waste or recycling handling industry. For purposes of determining the amount, if any, costs have increased or decreased under this section, the costs incurred to satisfy federal, state, and local laws law in effect as of January 1, 2024, shall constitute the baseline costs. The Contractor or County Program Representative may mutually agree to increase or decrease Tip Fee components for reasonable actual increased costs due to changes in federal and local laws applicable to persons engaged in the solid waste or recycling handling industry. However, the Contractor may not increase Tip Fee components for increased costs due to changes in local laws in the jurisdiction in which the Disposal Site or Processing Site is located that in purpose or effect are applicable only to the Contractor or Contractor's activities under the Contract. For purposes of this section, the term "change in law" means any new, changed or revised law, statute, rule, regulation or ordinance effective at any time after January 1,

2024, including but not limited to (i) new or revised regulations issued after the Contract is executed but pursuant to a statute in effect prior to execution of the Contract and (ii) changes in the definitions of Hazardous Waste, Household Hazardous Waste or the substances that comprise those terms as defined in the Contract.

18.3.3.2. Subject to Section 18.3.3.1, the Contractor or County Program Representative may increase or decrease Tip Fee components for reasonable actual increased or decreased costs caused by the imposition or removal of or increases or decreases in the rates of State/Local fees or surcharges applicable primarily to Persons engaged in the solid waste handling industry. Applicable Oregon Department of Environmental Quality (“DEQ”) Fees total \$1.89 per ton as of January 1, 2024, and the Contractor shall be entitled to recover ninety percent (90%) of any future increase in the DEQ Fee through an MSW Tip Fee or Drop Box Tip Fee increase.

18.3.3.3. The County may cause the Contractor to reduce Tip Fee components to reflect the reduced cost of Contractor’s performance under the Contract if the reduced cost is attributable to a change in law or change in taxes, fees, surcharges or other causes for which the Contractor may increase Tip Fee components. The County may at any time notify the Contractor and Vancouver of the County’s intent to reduce tip fee components including the reasons for that deduction. Within thirty (30) days of that notice, the Contractor shall respond to the County and Vancouver in writing; the written response shall state whether or not the Contractor believes the tip fee components reduction is justified and shall itemize the reductions in cost of performing the Contract. The Contractor shall fully document and otherwise support its response to the County’s notice. On petition of the Contractor, the County may on thirty (30) days’ written notice to the Contractor cancel Tip Fee components reductions if the County determines that the need for the reduction has expired or that a reduction was made in error. The Contractor shall at all times inform the County of whether a reduction due to a change in law is appropriate and whether any reduction in Tip Fee components is no longer appropriate.

18.4. Other Fee Adjustments

18.4.1. Admin/Regulatory Fee, Host Fee, County Health Fee.

18.4.1.1.Admin/Regulatory Fee. On or before the fifteenth day of each month, the Contractor shall pay to the County a monthly Admin/Regulatory fee (\$182,194.26 as of January 1, 2024) as specified in Exhibit A.1-7 and as long as the Contract is in effect. The monthly Admin/Regulatory Fee shall be adjusted on the same date and by the same percentage point increase in the CPI / Inflation Adjustment applied to the Operating Fee component of the MSW Tip Fee and in accordance with this section.

18.4.1.2.Host Fee. On or before the fifteenth day of each month, the Contractor shall pay to Vancouver a Host Fee (\$15,457.06 as of January 1, 2024) as specified in Exhibit A.1-7 and as long as Vancouver uses the Facilities. The monthly Host Fee shall be adjusted on the same date and by the same percentage point increase in the CPI / Inflation Adjustment applied to the Operating Fee component of the MSW Tip Fee and in accordance with this section.

18.4.1.2.1. The Parties acknowledge the Contractor's separate agreement with the City of Washougal for payment of Fees to that City ("Transfer Station Payment") or Host Fee.

18.4.1.3.Annual Admin/Regulatory Fee and Host Fee Adjustments. The Contractor's payments to the County and Cities or Local Health Jurisdiction shall be adjusted on the same date and by the same percentage as the Operating Fee component of the MSW Tip Fee.

18.4.1.3.1. Should the CPI decrease any year, Admin/Regulatory Fee and Host Fee shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual adjustment in subsequent years until any and all CPI decreases are fully accounted. The Parties agree to the calculation as shown in Exhibit A.1-8.

18.4.1.3.2. Notwithstanding the foregoing, the Contractor shall not increase the MSW Tip Fee or Drop Box Tip Fee or otherwise be entitled to compensation under this Contract for Admin/Regulatory or Host Fees not otherwise permitted under Section or other payments to Cities in the County (including those referenced in this Section), or to cities or counties in the state of Oregon or Washington as applicable.

18.4.1.4. **County Health Fee.** The County Health Fee applied to the MSW Tip Fee and Drop Box Tip Fee as adopted (\$1.43 per ton as of January 1, 2024) after annual rate adjustments to Tip Fee components are applied, as specified in Exhibit A.1-7.

18.4.2. **Schedule for Other Fee Adjustments.** As part the annual fee adjustment per Section 18.3 and excluding Section 18.4.1, the Contractor may request for other extraordinary fee adjustments in accordance with Section 18.4 on or before August 1, 2024 and every August 1st thereafter subject to approval by County Manager.

18.4.3. **Uncontrollable Circumstances Fee Adjustments.** Subject to Master Services Agreement Terms and Conditions Section 4 and Section 21, the Contractor or County Program Representative may temporarily adjust tip fee components for reasonable actual increased or decreased costs resulting from Uncontrollable Circumstances. For purposes of determining the amount, if any, costs have increased under this Section, the costs shall be limited to reasonable actual increased or decreased costs resulting from Uncontrollable Circumstances.

18.4.4. **Additional Services Fee Adjustment.** The Contractor may increase or decrease Tip Fee for additional services in accordance with this section and Section 20. Any request for an adjustment pursuant to this section shall be at the County's request and the Contractor shall fully document the basis for determining an increase or decrease in compensation subject to County Manager approval. The County shall review the request promptly and may, at its sole discretion, allow the Contractor to increase or decrease the specified Tip Fee or implement a Fee for the County approved amount to compensate for justified increase or decrease in costs pursuant to Section 20.

18.4.5. **Additional Fee Schedules.** The Contractor shall develop a special Fee schedule subject to written approval of the County Program Representative, acting reasonably. The Contractor may calculate those Fees in accordance with basis approved by the County Program Representative that may be incorporated in Exhibit A.1-7.

18.4.6. **"Most Favored Customer" Fee Adjustments.** If the Waste disposed using the Contractor's Finley Buttes Disposal Site or the Wasco County Landfill Disposal Site is substantially similar to the County's Waste and the Tip Fee charged that other customer for disposal (whether a separate disposal fee is charged or is combined in one total Tip Fee that includes disposal) is lower than the applicable disposal Tip Fee charged to the County, then that disposal Tip Fee charged to the County shall be reduced as set forth below. By way of example but without the intention of excluding any waste from the list, dredge spoils, sludge, and homogeneous commercial/industrial Waste are not "substantially

similar” to the County’s Waste for purposes of this subsection. For purposes of this section only, the Contractor and the County agree that the current disposal component of the MSW Tip Fee and Drop Box Tip Fee is Twenty Dollars (\$20.65) per ton effective January 1, 2024.

18.5. General Conditions and Limitations on Tip Fee Increases. The County shall allow increases or decreases in Tip Fee components under this Section only for costs incurred that are the most cost-effective means of ensuring full compliance with a relevant change in law or responding to events of Uncontrollable Circumstances. In determining “most cost-effective means,” prevailing wages determined by the U.S. Department of Labor or the State Department of Labor and Industries, and wages paid under union contracts applicable to employers additional to the Contractor or its subcontractors, shall be considered reasonable and cost effective. No Tip Fee component increases shall be allowed for any cost increases that are in any way attributable to adverse conditions, defective structures, deficient operations or activities at the Facilities that are caused by the Contractor or its subcontractors, employees, agents, or servants, or are otherwise within Contractor’s control.

18.6. Documentation of Need for Tip Fee Increase. The Contractor must fully demonstrate and document the need for the requested Tip Fee component increase to the County, Vancouver and its consultant reasonable satisfaction and approval as a condition precedent to the Contractor’s right to any increase Tip Fee component under this Section.

18.7. Cancellation of Tip Fee Increases or Decreases. On the County’s request, the Contractor immediately shall provide the County, subject to the confidentiality provisions of the Master Services Agreement Section 13, with all documents, information or other evidence in Contractor’s possession or control that the County requests to determine whether there is a continuing need for tip fee component increases or a reduction of tip fee component due to a reduction in Contractor Costs. The County may at any time, acting reasonably, cancel any Tip Fee component increase or decrease made under this Section. The Contractor shall adjust Tip Fees within thirty (30) days of the County’s written notice to the Contractor that the need for the Tip Fee increase or decrease has expired or that the original Tip Fee increase, or decrease was made in error. The Contractor shall promptly notify the County and Vancouver upon learning of the cessation of conditions which justified a Tip Fee increase or decrease.

18.8. Fee Review. On the County’s or Vancouver’s request, the Contractor shall perform at Contractor’s cost a Fee review acting reasonably and to the satisfaction of County and Vancouver upon extension of Contract, change in scope of services, request for other Fee adjustment, or similar events. The County, Vancouver or Cities may perform a Fee review after commencement of the Contract for Fees incorporated in Exhibit A.1-7 with the exception of MSW and Drop Box Tip Fees.

19. FUNDS AND CONTRACTOR CONTRIBUTIONS

19.1. Money Market Account. The Contractor shall maintain the funds in the money market fund owned by the Contractor with signatory approvals from the County and Vancouver for disbursements from the account in accordance with Exhibit A.1-6. The County shall have the right to check the balance of fund at any time or call on funds and direct to the County's Regional Solid Waste System Fund (RSWSF) based on Contractor unsatisfactory or non-performance. Within ten (10) business days of execution of the Contract, the Contractor shall deposit a total collectively of \$10,000,000 (2023 dollars) in accordance with the amount and schedule established in Exhibit A.1-6 into the Designated Capital Improvement and Maintenance Fund (DCIMRF) managed by the Contractor and into the RSWSF managed by the County. In January 2025, the Contractor shall transfer and deposit all remaining funds, including interest accrued, in the money market into the RSWSF managed by the County.

19.2. Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF). The Contractor shall deposit in accordance with the amount and schedule established in Exhibit A.1-6 the DCIMRF Contribution into a new money market fund owned by the Contractor with signatory approvals from the County and Vancouver for disbursements from the account for approved maintenance and capital improvement projects. The County, Vancouver, or County successor shall have the right to check the balance of fund at any time or call on funds and direct to the RSWSF based on the Contractor's unsatisfactory or non-performance. The DCIMRF Contribution shall be annually adjusted starting January 1, 2024 through expiration of the Contract in accordance with Section 19.5. Upon ownership transfer of Central, West Van, or Washougal Regional Transfer Stations to the County or County successor, the Contractor shall transfer and deposit all remaining funds, including interest accrued, in the DCIMRF into the RSWSF managed by the County or County successor. DCIMRF funds will not be invested in current MRF (Attachment A.2) or new MRF.

19.3. Regional Solid Waste System Fund (RSWSF). The County established an interest-bearing special revenue fund (6318), exclusively for Regional System investments. Upon January 1, 2024, the Contractor shall deposit monthly the RSWSF Contribution in accordance with Exhibit A.1-6 for all MSW and Drop Box tonnage received beginning January 1, 2024 through expiration of the Contract including any extension thereof directly into the RSWSF. The per ton contribution for all MSW and Drop Box tonnage shall be annually adjusted starting January 1, 2024 through expiration of the Contract in accordance with Section 19.5. The Parties mutually agree any and all funds in the RSWSF are for the sole purpose of funding the Regional Solid Waste System to be maintained by the County or County successor. Any interested earned must remain in the fund. RSWSF funds will not be invested in current MRF (Attachment A.2) or new MRF.

19.4. Pollution Liability Self-Insurance Fund (PLF). The Parties agree to release the PLF at the onset of the Contract for the purchase of additional Containers to be owned and maintained by the Contractor or its subcontractors. This purchase represents a portion of the storage equipment requirement for the Regional System as specified in Exhibit A.1-3. The Parties agree to release funds equal to the remaining balance of the Additional Work fifteen (15) business days from the execution of the Contract subject to written authorization to release PLF funds by the Contractor and County Program Representatives, from the PLF as final compensation for any and all approved or pending Additional Work under the 2006 agreement with the Contractor. Due to RSWSF restrictions, the County and Vancouver agree to designate the \$0.51 (2023 dollars) within the MSW Tip Fee and Drop Box Tip Fee as contribution to Maintenance services performed under this Contract and effective upon commencement.

19.5. Initial Year and Annual Adjustment to RSWSF & DCIMRF Contributions. Exhibit A.1-6 contains an example of how the RSWSF Contribution is included in the MSW Tip Fee and lists the Contractor's DCIMRF contribution through the term of the Contract. Customers shall not be separately charged an itemized for either contribution.

19.5.1. The Contractor's contributions included in Exhibit A.1-6, as modified during the term of this Contract, include the initial year RSWSF Contribution of \$5,800,000 and the initial year DCIMRF Contribution of \$4,200,000.

19.5.2. Any adjustments to the RSWSF and DCIMRF Contributions, MSW Tip Fee and tonnages and shall be calculated in a manner consistent with the example shown in Exhibit A.1-6.

19.5.3. Annual adjustments to RSWSF and DCIMRF Contributions under this Contract shall be made in accordance with this section and Exhibit A.1-6 whenever there is an annual increase or decrease in CPI. Contributions shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue WA. Series 20 Id: CWURS49DSA0, or successor indices. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual Contribution adjustment in subsequent years until any and all CPI decreases are fully accounted.

19.6. Initial Contribution. Within sixty (60) calendar days of the Contractor's deposit of the initial Ten Million Dollars (\$10,000,0000) in accordance with Exhibit A.1-6 as required within ten (10) business days of execution of the Contract into the

RSWSF managed by the County and the DCIMRF managed by the Contractor for approved reimbursement pursuant to Section 13.2.

19.7. Right to Transfer Funds. The County reserves the right to transfer funds between the RSWSF and DCIMRF.

20. ADDITIONAL SERVICES

20.1. Additional Services. All requests for compensation for work under the Contract shall be made only under the conditions and procedures of this Section and Section 18. For purposes of this Section, the term “additional services” means services that are in addition to the Contract defined scope of services but reasonably related to the scope of the Contract, or other work required to be performed under the Contract or any amendments thereof, including but not limited to the delivery of Source-Separated commercial/industrial Waste, services required to comply with a change in law, statute, rule, regulation, ordinance, permit, permit condition, or regulatory provision. Nothing in this Section is intended to change any other precondition to or procedure for payment or reimbursement required in the Contract.

20.2. Request for Proposal for Additional Services; Obligation to Perform.

20.2.1. County Request; Contractor Proposal. The County shall submit to the Contractor a written request for additional services that includes information regarding a description of the services to be performed. Within twenty-one (21) days after the Contractor receives that request, the Contractor shall submit to the County an itemized proposal stating the costs for performing the additional services. The Contractor’s proposal shall be based on the most cost-effective method for performing the additional services in accordance with the Contract.

20.2.2. Written Authorization by County Required. A request for proposal for additional services from the County shall not be construed as an authorization for the Contractor to perform the additional services covered by that proposal; the Contractor must receive from the County written authorization to perform the additional services before the Contractor may perform and be compensated for that additional scope of work. If the County does not order the Contractor to perform the additional services, the Contractor shall not be entitled to compensation unless the Contractor performed work to remedy what a reasonable person would consider an emergency.

20.2.3. Contractor Compensation for Additional Services. The Contractor may increase the appropriate Tip Fee or implement a new Fee for additional services performed under this Section in accordance with Section 18.

21. CORPORATE STRUCTURE AND ACCOUNTING SYSTEMS

21.1. The Contractor shall operate the districts providing service under this Contract separately from any other company, division or district affiliated with the Contractor. The County does not object to a district manager, district controller, assistant district controller, or clerical positions with combined responsibilities for the separate entities.

21.2. The Contractor shall maintain an accounting system for all operations and maintenance activities, separate from other divisions and districts of the parent company using generally accepted accounting principles to account for all services rendered and materials supplied by Contractor, including additional and deleted work. Open-market commercial recycling customer accounts are specifically excluded from the requirements of this Section.

21.3. The Contractor's accounting system shall separately track cost and all other financial data for each of the Regional Transfer Stations and this information shall be reported separately by the Contractor to the County and Vancouver.

22. NON-PERFORMANCE FEES

22.1. The Contractor acknowledges that if the Contractor does not perform in a timely or quality manner its obligations pursuant to the terms of the Contract, the County, Vancouver, and Cities may suffer damages which are difficult to determine and adequately specify.

22.2. The Contractor agrees, in addition to any other remedies available to the County, Vancouver, and Cities, that the County and Vancouver may demand and receive payment from the Contractor in the amounts specified in Exhibit A.1-9 as non-performance fees for failure of the Contractor to fulfill its obligations.

22.3. The procedure for assessing and appealing non-performance fees shall be as set forth in Section 4.1 of the Master Service Agreement.

EXHIBIT A.1-1
MINIMUM ANNUAL RECYCLING REQUIREMENTS (MARR).

1. Minimum Annual Recycling Requirement. The Contractor shall satisfy a minimum annual recycling requirement or waste reduction goal of ten percent of the Waste delivered to the Regional Transfer Stations or Recycling Processing Center.
2. Calculating Compliance with Recycling Requirement.
 - A. The County Program Representative shall determine future compliance with the MARRs based on the MARR Narrative. The County Program Representative shall retain authority on behalf of the County to modify the MARR Narrative, provided, however, that any such modifications shall be agreed to in writing by the Contractor. Modifications may specifically include changes to the classification of recycle categories within the MARRs calculation. The 10% MARR Bonus shall be calculated based on the materials identified as MARRs Bonus Items in the MARR Narrative. The Contractor shall be entitled to a bonus when the MARRs Bonus Items exceed the 10% MARR. Penalties for failing to meet the 10% MARRs shall be calculated based on the materials identified as MARRs Bonus Items and MARRs Recovered Items in the MARR Narrative. Contractor shall be subject to the penalty provisions when the combined recovery rate from the MARRs Bonus Items and MARRs Recovery Items fail to meet the 10% MARRs.
 - B. By April 1 of each year, the Contractor shall provide the County Program Representative with the necessary documentation as determined by the most recent MARR Narrative which will allow the County Program Representative to determine the Contractor's compliance or noncompliance with the Recycling requirement for the past calendar year. The first calculation shall be based on the time period from January 1, 2024, to December 31, 2024. Recyclable Materials removed from the Waste stream and shall be considered Recycled for purposes of calculations under this Section.
3. Adjustment of Recycling Requirement. It is recognized that the effects of other Waste stream reduction and recycling measures and market conditions, which are beyond the control of the Contractor, may impact the Contractor's ability to meet the 10% recycling requirement, therefore, the County and Contractor agree that upon notice and demonstration by the Contractor of a substantial change in the waste stream condition, the parties shall negotiate in good faith to adjust the percentage Recycling requirement to reflect the changed conditions. The effective date of any adjustment shall be a part of the negotiations.

4. Non-Performance Fees for Failure to Comply with Recycling Requirement. For any year in which the Contractor falls below the Recycling requirement then in effect, the Contractor shall pay to the County Non-Performance Fees in accordance with Exhibit A.1-9 of the Contract.
5. Removal of Recyclable Materials Not Required: Storage of Recyclable Materials; Reporting; Recycling Reinstigated.
 - A. Removal of Recyclable Materials Not Required. Subject to the prior written approval of the County, the Contractor may stop removing certain Recyclable Materials from the Waste stream. The County shall grant that approval if the Contractor meets the following conditions: (1) the Contractor notifies the County thirty (30) days before it stops removing those materials; and (2) the Contractor documents from at least two (2) market sources acceptable to the County, that prices paid for the material have been insufficient to cover Costs such that the net Cost of processing, transporting, and marketing the material has been greater than the Cost of processing, transporting, and disposing of the material at the Disposal Site for the five (5) consecutive months preceding the notice or Contractor documents that a change of law, lack of markets, or other circumstances have made the material non-recyclable.
 - B. Storage of Recyclable Materials. Contractor may store Recyclable Materials removed from the Waste stream, Any Recyclable Material that is in storage at the time the County authorizes the Contractor to stop removing that material from the Waste stream shall be Recycled unless otherwise approved by the Director.
 - C. Quarterly Market Reports. Once the Contractor is authorized by the County to stop removing a Recyclable Material from the Waste stream under this Section, the Contractor shall provide to the County quarterly reports of the current market for that material from at least two (2) market sources acceptable to the County, acting reasonably.
 - D. Recycling Reinstigated. When the market value of a Recyclable Material that is no longer being removed from the Waste stream under this Section exceeds projected Costs such that the net Cost of processing, transporting, and marketing the material is less than the Cost of processing, transporting, and disposing of the material at the Disposal Site for two (2) consecutive quarters, Contractor shall within ten (10) days of the second (2nd) quarterly report remove that material from the Waste stream for Recycling and the

material shall again be considered a Recyclable Material for purposes of this Contract.

6. Recyclable Wood

- A. Processing into Fuel. The Contractor may process wood into fuel. For purposes of this Section, “wood” means wood or woody debris for energy recovery. The County shall grant that approval if the net Cost of processing or composting, transporting, and marketing the material is more than the Cost of processing, transporting, and disposing of the material at the Disposal Site for any thirty (30)-day period.
- B. Notice to County. The Contractor shall notify the County thirty (30) days before it changes the initial allowance to process wood into fuel. The notice shall include an explanation for the change in process that includes the market prices paid for composting wood from at least two (2) market sources acceptable to the County versus the cost of processing for fuel.
- C. Processing Into Fuel Considered Recycling. If the County approves the processing of wood into fuel, that processing shall be considered a recovered item for the purposes of calculating the MARRs.
- D. Reports. The County may request the Contractor to provide to the County monthly reports of the current market prices. for wood from at least two (2) market sources acceptable to the County, acting reasonably.
- E. Recycling Reinstated. When the market for wood exceeds projected Costs such that the net Cost of processing or composting, transporting, and marketing the material is less than the Cost of processing, transporting, and disposing of the material at the Disposal Site for two (2) consecutive months, the Contractor and County shall mutually agree on the process for processing wood.

Minimum Annual Recycling Requirements Calculation

1. Failure to recycle Waste in amounts required by the Contract with regard to the MARR.

$N = S \times T \times P$, where

N = Non-Performance Fees

S = Number of shortfall tons from the amount to be recycled in the applicable year

T = The per ton Tip Fee for the applicable year minus the Administrative/Regulatory Fee

P = Penalty factor, applied incrementally as follows:

Percentage Points Below

Recycling Requirement:	P Value
0 to 1	0.15
1 to 2	0.20
2 to 3	0.30
3 to 4	0.40
Greater than 4	0.50

EXHIBIT A.1-2
DESIGNATED DISPOSAL SITES AND DESIGNATED PROCESSING
SITES

Designated Facility Name and Address	Materials Accepted	Back-up Facility Name and Address	Minimum Processing Requirements
Finley Buttes Landfill 73221 Bombing Range Road Boardman, OR 97818	Solid Waste for disposal (Central and West Van), Tires	Wasco County Landfill OR Headquarters Landfill 3434 S Silver Lake Rd, Castle Rock, WA 98611	
Wasco County Landfill 2550 Seele Road The Dalles. OR 97058	Solid Waste for disposal (Washougal)	Finley Buttes Landfill OR Headquarters Landfill 3434 S Silver Lake Rd, Castle Rock, WA 98611	
West Van Materials Recovery Center 6601 NW Old Lower River Road Vancouver, WA 98660	Source Separated Recyclables for processing	Pioneer Recycling Services 16810 SE 120th Ave, Clackamas, OR 97015 OR Pioneer Recycling Services 4109 192nd St E Tacoma, WA 98446	Clark County Acceptable Materials List (Exhibit A.1-4)
Dirt Hugger 111 E Rockland Road Dallesport, WA 98617	Source Separated Organics, Food Waste for processing	Silver Springs Organics 13835 Military Rd SE Rainier, WA 98576	0-20 Gallons or 0-50 Picks per truckload
Burlington Environmental LLC, dba Clean Earth 625 S 32nd St. Washougal, WA 98671	Household Hazardous Waste, Batteries, Motor Oil, Antifreeze,		

	cooking oil for processing		
Metro Metals Northwest Inc. 2401 St. Francis Ln Vancouver, WA 98660	Electronics (Product Stewardship) for processing		
Clean Earth (through Paint Care) 625 S 32nd St. Washougal, WA 98671	Paint (Product Stewardship) for processing		
Nippon Dynawave Packaging 3401 Industrial Way Longview, WA 98632 WestRock Paper Mill 300 Fibre Way Longview, WA 98632 McKinley Paper Company 1902 Marine Dr Port Angeles, WA 98363	Wood Waste, Yard Debris for processing as hog fuel		

EXHIBIT A.1-3
MINIMUM TRANSPORT EQUIPMENT REQUIREMENTS

Refer to attached Minimum Transport Equipment Requirements Excel File.

Table A.1-3.1: Minimum Transport Equipment Annual Adjustment Summary by Contract Year

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	thru 8/31/38
Annual Tonnage Prior Year		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Annual Tonnage Current Year		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Annual Tonnage Percent Increase		-	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Containers</u>															
Sealed Containers (Compactor)	374	374	374	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00
Open Top Intermodal (Top Load)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Chassis</u>															
Assigned to System for CRC (Transport from CTR)	20	20	20	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Assigned to System for TW (FB Landfill Short Haul)	12	12	12	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
<u>Tractors</u>															
Highway	6	6	6	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Yard	5	5	5	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<u>Possum Belly Trailers</u>															
Possum Belly Trailers	10	10	10	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
<u>50 Yard Open Top (Organics Waste Transport)</u>															
Assigned to WVAN	6	6	6	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
			-	-	-	-	-	-	-	-	-	-	-	-	-
Total	433	433	433	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

Delayed Purchase	Adjusted Total														
Sealed Containers (Compactor)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Open Top Intermodal (Top Load)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unallocated Funds	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2024

PLF Fund:

	Commencement	Assumed PLF		Total Funding	Adjusted Count
	Date	Allocation	Unit Cost		
Annual Tonnage Prior Year					
Annual Tonnage Current Year					
Annual Tonnage Percent Increase					
<u>Containers</u>					
Sealed Containers (Compactor)	374		\$	-	374
Open Top Intermodal (Top Load)	-		\$	-	-
<u>Chassis</u>					
Assigned to System for CRC (Transport from CTR)	20		\$	-	20
Assigned to System for TW (FB Landfill Short Haul)	12		\$	-	12
<u>Tractors</u>					
Highway	6		\$	-	6
Yard	5		\$	-	5
<u>Possum Belly Trailers</u>					
Possum Belly Trailers	10		\$	-	10
<u>50 Yard Open Top (Organics Waste Transport)</u>					
Assigned to WVAN	6		\$	-	6
Total	433	-	\$	-	433
Unallocated Funds to Be Deposited into RSWSF and DCIMRF as determined by the County			\$	-	

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2025

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -
Summary of Delayed Purchase/Funds and Unallocated Funds to Date								
Delayed Purchase		Current Year Adjustments	Adjusted Total					
Sealed Containers (Compactor)	-	-	-					
Open Top Intermodal (Top Load)	-	-	-					
Unallocated Funds	\$ -	\$ -	\$ -					

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2026

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -
Summary of Delayed Purchase/Funds and Unallocated Funds to Date								
Delayed Purchase		Current Year Adjustments	Adjusted Total					
Sealed Containers (Compactor)	-	-	-					
Open Top Intermodal (Top Load)	-	-	-					
Unallocated Funds	\$ -	\$ -	\$ -					

Key:

Yellow Highlight is Data Entry

Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2027

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase		
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$-	\$ -

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2028

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ 300	\$ 1,800	-		6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key:

Yellow Highlight is Data Entry

Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2029

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2030

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2031

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2032

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase		
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$-	\$ -

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2033

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2034

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2035

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2036

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2037

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year Ending 8/31/2038

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -
Summary of Delayed Purchase/Funds and Unallocated Funds to Date								
Delayed Purchase		Current Year Adjustments	Adjusted Total					
Sealed Containers (Compactor)	-	-	-					
Open Top Intermodal (Top Load)	-	-	-					
Unallocated Funds	\$-	\$ -	\$ -					

Key:

Yellow Highlight is Data Entry

Red Highlight notes Cell Targeted to be Zero or Close to Zero

**EXHIBIT A.1-4
APPROVED PROGRAM MATERIALS FOR PROCESSING**

PROGRAM DROP-OFF MATERIALS AT TRANSFER STATIONS

1. Mixed waste paper
2. Newspaper
3. Cardboard
4. Milk Cartons and drink or liquid boxes (typically aseptic or gable top containers)
5. Narrow neck plastic bottles, jugs, and jars (typically PET (#1) and HDPE (#2) resins but can be manufactured with other resins)
6. Plastic yogurt and margarine tubs (typically polypropylene PP #5 resin)
7. Plastic buckets and nursery pots five gallons or less (typically ridged HDPE resins)
8. Aluminum containers (typically UBCs)
9. Steel and tin containers, including empty aerosols
10. Ferrous and nonferrous scrap metal
11. Glass food and beverage containers, all colors
12. Source separated shredded paper
13. Film Plastic (typically HDPE #2 and LDPE #4)
14. EPS (#6) Block Foam (subject to market availability)
15. White Goods (non-freon containing)
16. Vehicle Batteries
17. Used motor oil and antifreeze (delivered in sealed clear plastic jugs)
18. Propane tanks and isobutane fuel canisters
19. Sharps

20. Materials covered by State EPR laws, including Paint covered by Paint Care, electronic products covered by E-cycle Washington program, Mercury Containing CFLs and Florescent Tube Lights covered by LightRecycle WA, batteries covered by EPR, and any future material covered by local or state producer responsibility laws

PROGRAM DROP OFF MATERIALS FOR A FEE AT TRANSFER STATIONS

1. Freon containing White Goods
2. Passenger and commercial tires (on and off rim)
3. Document shredding services
4. Asbestos or Potentially Asbestos Containing Material (PACM)
5. Select electronic products not covered by E-cycle Washington but banned in Oregon landfills
6. Oversized items or large volumes of material requiring special handling and/or a Special Waste permit for disposal such as (wastewater treatment plant solids, boats, trailers, etc.)

PROGRAM FOOD WASTE MATERIALS

1. All pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, and eggshells. Food Scraps may include select compostable plastic or paper bags used to contain materials, as approved by the designated Organics or Food Waste processor
2. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the designated Organics or Food Waste processor. Does not include compostable service ware, soiled paper, or other materials prohibited by the processor (or composting facility)

PROGRAM HOUSEHOLD HAZARDOUS WASTE (HHW) MATERIALS

1. Adhesives, glues, caulk, epoxy resins, sealants
2. Aerosols

3. Antifreeze*
4. Batteries (single-use, alkaline, rechargeable, lithium ion, etc.)
5. Chemical fertilizers
6. Cleaners, bleach, degreasers, polishes, waxes
7. E-cigarette/vaping devices and nicotine liquids (limited to 1 gallon per visit)
8. Fire extinguishers*
9. Fuel, gasoline, propane, white gas, lighter fluid, diesel oil
10. Lead-acid vehicle batteries*
11. Sharps* (in a puncture-proof container)
12. Mercury-containing lights*, thermostats, thermometers, switches
13. Motor oil*
14. Non-controlled medications
15. Paints, inks, stains, primers
16. Pesticides, insecticides, fungicides, herbicides
17. Solvents, thinners, paint strippers

**Item can be dropped off during all Receiving services hours Regional Transfer Stations, not just designated Household Hazardous Waste Receiving services hours.*

PROGRAM ORGANICS MATERIALS

1. Any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Food Scraps generated by any Residential or Commercial customers

PROGRAM RECYCLABLE MATERIALS

1. Mixed waste paper (clean mixed waste paper, newspaper, colored paper, magazines, phone books, catalogues, advertising supplements, paperboard, paper towel and toilet paper rolls, brown or kraft paper)
2. Cardboard
3. Milk Cartons and drink or liquid boxes (typically aseptic or gable top containers)
4. Narrow neck plastic bottles, jugs, and jars (typically PET (#1) and HDPE (#2) resins but can be manufactured with other resins)
5. Plastic yogurt and margarine tubs, (typically polypropylene PP #5 resin)
6. Plastic buckets and nursery pots five gallons or less (typically ridged HDPE resins)
7. Aluminum containers, (typically UBCs)
8. Steel and tin containers, including empty aerosols
9. Ferrous and nonferrous scrap metal
10. Glass food and beverage jars and bottle containers, all colors
11. Source separated shredded paper
12. Motor Related Fluids – used motor oil and antifreeze (contained in sealed clear plastic jugs)
13. Household Batteries – collected from curbside
14. Other Material(s) designated as being part of a Residential or Commercial Recycling collection program under County or City collection contract

PROGRAM WOOD WASTE MATERIALS

1. Branches, stumps, wood chips
2. Clean wood, lumber, plywood, OSB, clean pallets
3. Does not include pressure-treated, painted or stained wood, particle boards, plastic lumber, or

PROGRAM YARD DEBRIS MATERIALS

1. Leaves, grass, prunings, garden trimmings, branches, and small trees
2. Materials larger than four (4) inches in diameter or four (4) feet in length
3. Un-flocked, undecorated whole Christmas trees
4. Does not include sod, dirt, rocks, soil

EXHIBIT A.1-5 REPORTING REQUIREMENTS

The Contractor shall submit to the County Program Representative and Vancouver Program Representative no later than the thirtieth (30th) day after each month or on such other schedule agreed to by the Parties a monthly report that includes, but is not limited to, the following information related to the operation of the system (as applicable and unless otherwise required by the County Program Representative and Vancouver Program Representative):

1. Daily and monthly tonnages of solid waste, by material type and jurisdiction, brought into the Regional Transfer Stations, separately and combined;
2. Daily and monthly totals of incoming vehicles utilizing the Regional Transfer Stations, separately and combined;
3. Daily and monthly tonnage of containerized and other Solid Waste categories leaving the Regional Transfer Stations, separately and combined;
4. Daily and monthly totals of Containers leaving the Regional Transfer Stations, separately and combined;
5. Household Hazardous Waste information by Regional Transfer Station site;
6. Drop Off Area and Recycling activity information;
7. A summary of any suspicious and unacceptable waste incidents and actions taken;
8. A summary of any complaints and actions taken or recommended actions;
9. Any extraordinary occurrences affecting the Contractor or Subcontractor(s);
10. Status of facilities and operating equipment;
11. Any substantive correspondence between the Contractor and regulatory agencies relevant to the Contract;
12. Other items as deemed necessary by the County Program Representative and Vancouver Program Representative for its record-keeping and other Contract performance evaluation purposes; and

13. Daily and monthly tonnages of Waste delivered to the Regional Transfer Stations by Commercial Vehicle, separately and combined, originating from outside the County.

**EXHIBIT A.1-6
FUND CONTRIBUTIONS**

Refer to attached Fund Contributions Excel File.

Exhibit A.1-6: Capital Fund Calculator (MSW Tip Fee)											Key: Yellow Cells are Data Entry
Initial Term	Note	Commencement Date	2024	2025	2026	2027	2028	2029	2030	2031	2032
Contract Year											
MSW Tip Fee	A	\$ 111.94	\$ 111.94								
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)		\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
CPI Adjustment (actual to be entered)		6.55%									
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)	B	\$ 15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46
MSW Tip Fee Less Portion Directed to RSWSF		\$ 95.96	\$ 95.96	\$ (15.98)	\$ (15.98)	\$ (15.98)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)
Guaranteed Minimum Contractor Contribution (2023 dollars)	C	\$ 10,000,000	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700					
CPI Adjustment (actual to be entered)		6.55%	0.00%	0.00%	0.00%	0.00%					
Guaranteed Minimum Contractor Contribution (2023 dollars)	C	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700					
Estimated Additional DCIMRF Contribution	D	\$ 4,854,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700					
MSW and Drop Box Annual Tonnage Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Actual Tonnage (to be adjusted annually)	E	399,639									
Estimated Tip Fee Directed to RSWSF (2023 dollars)	E	\$ 5,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Due Date to RSWSF	F	Execution of Contract	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F
Estimated Additional DCIMRF Contribution	E	\$ 4,200,000	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700					
Payment Due Date to DCIMRF	D	Execution of Contract	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D
Cumulative Contractor Contribution		\$ 10,000,000	\$ 20,654,700	\$ 31,309,400	\$ 41,964,100	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800
Table Notes A: Current MSW tip fee effective January 1, 2024 as defined in A.1. Approved MSW tip fee as defined in A.1 shall be used for 2025 through the expiration of Contract. B: Regional Solid Waste System Fund (RSWSF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute (i) an estimated lump sum payment of \$5,800,000 into the RSWSF; (ii) an estimated lump sum payment of \$4,200,000 into the DCIMF; and (iii) a per ton RSWSF contribution for monthly tonnages from January 1, 2024 through the commencement date into the RSWSF. Upon execution of the New Contract, Contractor's per ton contribution that shall be for monthly tonnages through the contract expiration date to RSWSF as defined in A.1 except as otherwise specified in Agreement in Principle. Per ton Contractor RSWSF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The per ton Contractor RSWSF contribution has been adjusted for 2024 as shown above. C: Guaranteed Minimum Contractor Contribution shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Guaranteed Minimum Contractor Contribution has been adjusted for 2024 as shown above. D: Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute a lump sum payment of \$4,200,000 into the DCIMRF. DCIMRF contribution that shall be paid in January of the subsequent contract year to RSWSF as defined in A.1. DCIMRF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter as defined in A.1. The per ton DCIMRF contribution has been adjusted for 2024 as shown above. E: Actuals, not estimates as shown above, shall be used for calculation purposes. F: For 2023, the per ton RSWSF contribution shall be paid within 10 business days of execution of the contract. For January 1, 2024 thru August 31, 2024, the per ton RSWSF contribution shall be paid in January 2025. The RSWSF contribution shall be paid monthly through the contract expiration date including any extension thereof. G: The Contractor's guaranteed contribution to the DCIMRF in January 2025 will be reduced by the actual amount paid by the Contractor to the designated barge subcontractor for the barge transportation adjustment in 2024 (approximately \$599,344), pursuant to A.1.											

**Exhibit A.1-6: Capital Fund Calculator (MSW Tip Fee)
Conditional Extension**

Key: Yellow Cells are Data Entry

	Note					
Contract Year	2033	2034	2035	2036	2037	thru 8/31/2038
MSW Tip Fee	A					
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)	\$ -					
CPI Adjustment (actual to be entered)	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)	B					
MSW Tip Fee Less Portion Directed to RSWSF	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46
	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)
Guaranteed Minimum Contractor Contribution (2023 dollars)	C					
CPI Adjustment (actual to be entered)	C					
Guaranteed Minimum Contractor Contribution (2023 dollars)	D					
Estimated Additional DCIMRF Contribution						
MSW and Drop Box Annual Tonnage Calendar Year	2033	2034	2035	2036	2037	2038
Actual Tonnage (to be adjusted annually)	E					
Estimated Tip Fee Directed to RSWSF (2023 dollars)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Due Date to RSWSF	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F
Estimated Additional DCIMRF Contribution	E					
Payment Due Date to DCIMRF	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D
Cumulative Contractor Contribution	\$52,618,800	\$52,618,800	\$52,618,800	\$52,618,800	\$52,618,800	\$52,618,800

Table Notes

- A:** Current MSW tip fee as defined in A.1. Approved MSW tip fee as defined in A.1 shall be used for 2025 through the expiration of Contract.
- B:** Regional Solid Waste System Fund (RSWSF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute (i) an estimated lump sum payment of \$5,800,000 into the RSWSF; (ii) an estimated lump sum payment of \$4,200,000 into the DCIMRF; and (iii) a per ton RSWSF contribution for monthly tonnages from January 1, 2024 through the commencement date into the RSWSF. Upon execution of the New Contract, Contractor's per ton contribution that shall be for monthly tonnages through the contract expiration date to RSWSF as defined in A.1 except as otherwise specified in Agreement in Principle. Per ton Contractor RSWSF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The per ton Contractor RSWSF contribution has been adjusted for 2024 as shown above.
- C:** Guaranteed Minimum Contractor Contribution shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Guaranteed Minimum Contractor Contribution has been adjusted for 2024 as shown above.
- D:** Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute a lump sum payment of \$4,200,000 into the DCIMRF. DCIMRF contribution that shall be paid in January of the subsequent contract year to RSWSF as defined in A.1. DCIMRF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter as defined in A.1. The per ton DCIMRF contribution has been adjusted for 2024 as shown above.
- E:** Actuals, not estimates as shown above, shall be used for calculation purposes.
- F:** For 2023, the per ton RSWSF contribution shall be paid within 10 business days of execution of the contract. For January 1, 2024 thru August 31, 2024, the per ton RSWSF contribution shall be paid in January 2025. The RSWSF contribution shall be paid monthly through the contract expiration date including any extension thereof.
- G:** The Contractor's guaranteed contribution to the DCIMRF in January 2025 will be reduced by the actual amount paid by the Contractor to the designated barge subcontractor for the barge transportation adjustment in 2024 (approximately \$599,344), pursuant to A.1.

Exhibit A.1-6: Capital Fund Calculator (Drop Box Tip Fee)			Key: Yellow Cells are Data Entry									
Initital Term			Note									
			Commencement									
Contract Year			Date	2024	2025	2026	2027	2028	2029	2030	2031	2032
Drop Box Tip Fee	A	\$	99.43	\$ 99.43								
Portion of Drop Box Tip Fee Directed to RSWSF (2023 dollars)		\$	15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
CPI Adjustment (actual to be entered)			6.55%									
Portion of Drop Box Tip Fee Directed to RSWSF (2023 dollars)	B	\$	15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46
Drop Box Tip Fee Less Portion Directed to RSWSF		\$	83.45	\$ 83.45	\$ (15.98)	\$ (15.98)	\$ (15.98)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)
MSW and Drop Box Annual Tonnage Calendar Year			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Actual Tonnage (to be adjusted annually)	E		399,639									

EXHIBIT A.1-7
ANNUAL FEE ADJUSTMENT AND FEE SCHEDULE

Refer to attached Annual Fee Adjustment and Fee Schedule Excel File.

Exhibit A.1-7**CPI for Urban Wage Earners and Clerical Workers (CPI-W)**Source: <https://data.bls.gov/cgi-bin/srgate>

Series Id: CWURS49DSA0

Not Seasonally Adjusted

Series Title: All items in Seattle-Tacoma-Bellevue, WA, urban wage

Area: Seattle-Tacoma-Bellevue WA

Item: All items

Base Period: 1982-84=100

Years: 2013 to Current

Key: Yellow Highlight are Data Entry

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013		236.542		237.405		238.963		239.343		239.363		238.021	238.129	237.271	238.987
2014		239.607		243.690		244.293		244.471		244.289		240.726	242.732	242.006	243.458
2015		240.735		243.165		246.925		247.500		246.307		246.146	244.933	243.104	246.761
2016		246.464		249.396		251.848		252.393		252.639		252.286	250.523	248.769	252.277
2017		255.471		257.648		259.487		259.528		261.218		262.485	258.847	256.646	261.049
2018		264.477		266.720		268.957		267.757		269.719		269.470	267.550	265.898	269.203
2019		271.039		272.393		273.488		274.520		274.358		274.954	273.272	271.825	274.720
2020		278.081		276.427		276.244		281.131		280.152		279.308	278.476	277.012	279.941
2021		282.795		286.700		293.607		295.410		297.873		301.139	291.704	286.125	297.283
2022		305.702		310.928		321.626		322.664		325.897		324.906	317.403	310.691	324.114
2023		328.615		332.082		336.135		339.034		340.260		338.852	334.911	331.032	338.790
2024		342.387													
2025															
2026															
2027															
2028															
2029															
2030															
2031															
2032															
2033															
2034															
2035															
2036															
2037															
2038															

Exhibit A.1-7

Data 1: West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

[Source](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R50_DPG&f=M) https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R50_DPG&f=M

Key: Yellow Highlight are Data Entry

Sourcekey
Date

2DXL0_PTE_R50_DPG
West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Month	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
January	3.587	3.147	4.454	5.085	4.555														
February	3.481	3.304	4.666	5.006	4.672														
March	3.304	3.622	5.733	4.865	4.652														
April	3.007	3.648	5.807	4.702	4.672														
May	2.897	3.721	6.076	4.605															
June	2.928	3.809	6.465	4.435															
July	2.956	3.916	6.193	4.529															
August	2.960	4.004	5.648	5.110															
September	2.947	4.024	5.633	5.577															
October	2.926	4.177	5.838	5.528															
November	2.979	4.398	5.736	5.116															
December	3.082	4.392	5.249	4.755															
Mid Year Average		3.258	4.843	5.250	4.917														
Change			48.62%	8.40%	-6.34%														

	Mid 20 thru Mid 21	Mid 21 thru Mid 22	Mid 22 thru Mid 23	Mid 23 thru Mid 24	Mid 24 thru Mid 25	Mid 25 thru Mid 26	Mid 26 thru Mid 27	Mid 27 thru Mid 28	Mid 28 thru Mid 29	Mid 29 thru Mid 30	Mid 30 thru Mid 31	Mid 31 thru Mid 32	Mid 32 thru Mid 33	Mid 33 thru Mid 34	Mid 34 thru Mid 35	Mid 35 thru Mid 36	Mid 36 thru Mid 37	Mid 37 thru Mid 38	Mid 38 thru Mid 39
July	295.6	391.6	619.3	452.9															
August	296.0	400.4	564.8	511.0															
September	294.7	402.4	563.3	557.7															
October	292.6	417.7	583.8	552.8															
November	297.9	439.8	573.6	511.6															
December	308.2	439.2	524.9	475.5															
January	314.7	445.4	508.5	455.5															
February	330.4	466.6	500.6	467.2															
March	362.2	573.3	486.5	465.2															
April	364.8	580.7	470.2	467.2															
May	372.1	607.6	460.5																
June	380.9	646.5	443.5																

Avg (12 mo.)	325.8	484.3	525.0	491.7	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	(Cents Per Gallon)
Change	-4.75%	48.62%	8.40%	-6.34%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Exhibit A.1-7: Annual Fee Adjustments (Rate Model)**Key:** Yellow Highlight are Data Entry

This model calculates the MSW Tip Fee. The rate is comprised of transfer & disposal and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Disposal costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

The One-Time Barge Transportation Adjustment will be incorporated into the Transport operations and capital costs effective January 1, 2025 pursuant to Section 18.2

Tip Fee Components	MSW Current Year	Index	Factor	Index %	Difference	MSW New
Current MSW Tip Fee (Published)	\$ 111.94					
(less County Health Fee)	\$ (1.43)					
Net MSW Tip Fee	\$ 110.51					
Transfer & Disposal (80%)	\$ 88.41	CPI	82%	6.55%	\$ 4.75	\$ 93.15
Transport (20%)	\$ 22.10					
One-Time Barge Transportation Adjust.	\$ 1.60					
Transport Ops & Capital	\$ 19.28	CPI	100%	6.55%	\$ 1.26	\$ 20.54
Transport Fuel	\$ 4.42	PADD 5	100%	8.40%	\$ 0.37	\$ 4.79
Totals	\$ 112.11					\$ 118.49
Percent Rate Change						5.69%
Transfer & Disposal Factor Adjustment						
Prior 12 month Period Landfilled Tons	399,639					County Health Fee \$ 1.43
Current 12 month Period Landfilled Tons	406,833					New MSW Tip Fee \$ 119.92
Tonnage Change	7,194					
Percentage Change	1.80%					Difference \$ 7.98
Seattle-Tacoma-Bellevue CPI-W						
Previous Year CPI 1st half	310.691					
Current Year CPI 1st half	331.032					
CPI Percent Change	6.55%					
PADD 5 Fuel Index						
Prior Period Index	4.8427					
Current Period Index	5.2496					
Fuel Index Percent Change	8.40%					

Exhibit A.1-7: Annual Fee Adjustment (Continued)
Key: Yellow Highlight are Data Entry

This model calculates the Drop Box Tip Fee. The rate is comprised of transfer & disposal and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Disposal costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

The One-Time Barge Transportation Adjustment will be incorporated into the Transport operations and capital costs effective January 1, 2025 pursuant to Section 18.2.

Tip Fee Components	Drop Box Current Year	Index	Factor	Index %	Difference	Drop Box New
Current Drop Box Tip Fee (Published)	\$ 99.43					
(less County Health Fee)	\$ (1.43)					
Net Drop Box Tip Fee	\$ 98.00					
Transfer & Disposal (80%)	\$ 78.40	CPI	82%	6.55%	\$ 4.21	\$ 82.61
Transport (20%)	\$ 19.60					
One-Time Barge Transportation Adjust.	\$ 1.60					
Transport Ops & Capital	\$ 17.28	CPI	100%	6.55%	\$ 1.13	\$ 18.41
Transport Fuel	\$ 3.92	PADD 5	100%	8.40%	\$ 0.33	\$ 4.25
Totals	\$ 99.60					\$ 105.27
Percent Rate Change						5.69%
Transfer & Disposal Factor Adjustment						
Prior 12 month Period Landfilled Tons	399,639				County Health Fee	\$ (1.43)
Current 12 month Period Landfilled Tons	406,833				New Drop Box Tip Fee	\$ 106.70
Tonnage Change	7,194				Difference	\$ 7.27
Percentage Change	1.80%					
Seattle-Tacoma-Bellevue CPI-W						
Previous Year CPI 1st half	310.691					
Current Year CPI 1st half	331.032					
CPI Percent Change	6.55%					
PADD 5 Fuel Index						
Prior Period Index	4.8427					
Current Period Index	5.2496					
Fuel Index Percent Change	8.40%					

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)**Key:** Yellow Highlight are Data Entry

This model calculates the Yard Debris Tip Fee at CTR. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Yard Debris Current	Index	Factor	Index %	Difference	Yard Debris New
Yard Debris @ CTR (Published)	\$ 79.49					
Transfer & Processing (80%)	\$ 63.59	CPI	82%	6.55%	\$ 3.41	\$ 67.01
Transport (20%)	\$ 15.90					
Transport Ops & Capital	\$ 12.72	CPI	100%	6.55%	\$ 0.83	\$ 13.55
Transport Fuel	\$ 3.18	PADD 5	100%	8.40%	\$ 0.27	\$ 3.45
Totals	\$ 79.49					
Percent Rate Change						5.68%
Transfer & Disposal Factor Adjustment					Difference \$	4.51
Prior 12 month Period Landfilled Tons	399,639					
Current 12 month Period Landfilled Tons	406,833					
Tonnage Change	7,194					
Percentage Change	1.80%					
Seattle-Tacoma-Bellevue CPI-W						
Previous Year CPI 1st half	310.691					
Current Year CPI 1st half	331.032					
CPI Percent Change	6.55%					
PADD 5 Fuel Index						
Prior Period Index	4.8427					
Current Period Index	5.2496					
Fuel Index Percent Change	8.40%					

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)**Key:** Yellow Highlight are Data Entry

This model calculates the Wood Waste Tip Fee at CTR. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Wood Waste	Index	Factor	Index %	Difference	Wood Waste New
Wood Waste @ CTR (Published)	\$ 79.49					
Transfer & Processing (80%)	\$ 63.59	CPI	82%	6.55%	\$ 3.41	\$ 67.01
Transport (20%)	\$ 15.90					
Transport Ops & Capital	\$ 12.72	CPI	100%	6.55%	\$ 0.83	\$ 13.55
Transport Fuel	\$ 3.18	PADD 5	100%	8.40%	\$ 0.27	\$ 3.45
Totals	\$ 79.49					\$ 84.00
Percent Rate Change						5.68%

Transfer & Disposal Factor Adjustment

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Difference \$ 4.51

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)**Key:** Yellow Highlight are Data Entry

This model calculates the Yard Debris Tip Fee at West Van. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Yard Debris Current	Index	Factor	Index %	Difference	Yard Debris New
Yard Debris @ West Van (Published)	\$ 79.01					
Transfer & Processing (80%)	\$ 63.21	CPI	82%	6.55%	\$ 3.39	\$ 66.60
Transport (20%)	\$ 15.80					
Transport Ops & Capital	\$ 12.64	CPI	100%	6.55%	\$ 0.83	\$ 13.47
Transport Fuel	\$ 3.16	PADD 5	100%	8.40%	\$ 0.27	\$ 3.43
Totals	\$ 79.01					\$ 83.50
Percent Rate Change						5.68%

Transfer & Disposal Factor Adjustment

Difference \$ 4.49

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)**Key:** Yellow Highlight are Data Entry

This model calculates the Clean Wood Waste Tip Fee at West Van. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Wood Waste Current	Index	Factor	Index %	Difference	Wood Waste New
Wood Waste @ West Van (Published)	\$ 79.01					
Transfer & Processing (80%)	\$ 63.21	CPI	82%	6.55%	\$ 3.39	\$ 66.60
Transport (20%)	\$ 15.80					
Transport Ops & Capital	\$ 12.64	CPI	100%	6.55%	\$ 0.83	\$ 13.47
Transport Fuel	\$ 3.16	PADD 5	100%	8.40%	\$ 0.27	\$ 3.43
Totals	\$ 79.01					
					New West Van Wood Waste Tip Fee	\$ 83.50
Percent Rate Change						5.68%

Transfer & Disposal Factor Adjustment

Difference \$ 4.49

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)**Key:** Yellow Highlight are Data Entry

This model calculates the Organics and Food Waste Tip Fee at West Van. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Organics / FW Current	Index	Factor	Index %	Difference	Organics / FW New
Organics / FW @ West Van (Published)	\$ 97.50					
Transfer & Processing (80%)	\$ 78.00	CPI	82%	6.55%	\$ 4.19	\$ 82.19
Transport (20%)	\$ 19.50					
Transport Ops & Capital	\$ 15.60	CPI	100%	6.55%	\$ 1.02	\$ 16.62
Transport Fuel	\$ 3.90	PADD 5	100%	8.40%	\$ 0.33	\$ 4.23
Totals	\$ 97.50					\$ 103.04
Percent Rate Change						5.68%

New West Van Organics/FW Tip Fee

Transfer & Disposal Factor Adjustment

Difference \$ 5.54

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

A.1-7: Fee Schedule**Effective** 1-Jan-24**Fees By Type****Tip Fees (per ton)**

	<u>2024</u>	<u>Unit (Weight or Item)</u>
MSW	\$ 111.94	per ton
Drop Box	\$ 99.43	per ton
Yard Debris (CTR)	\$ 79.49	per ton
Wood Waste (CTR)	\$ 79.49	per ton
Yard Debris (West Van)	\$ 79.01	per ton
Wood Waste (West Van)	\$ 79.01	per ton
Organics / Food Waste (West Van)	\$ 97.50	per ton

Special Waste Tip Fees (per ton)

Asbestos / PACM	\$ 310.72	per ton
Contaminated Soils	\$ 111.94	per ton

Additional Fees

Special Handling Fee	\$ 80.00	per load, plus tonnage charge
Extra Labor (hourly rate)	\$ 30.00	per load, plus tonnage charge
Transaction Fee "TF"	\$ 10.00	per trip
White Goods (i.e. large appliances that do not contain freon)	\$ 6.13	per item
Appliances (freon containing)	\$ 23.64	per item
Tires*		
Car Tire (on rim)	\$ 2.98	per item
Car Tire (off rim)	\$ 5.66	per item
Truck Tire (on rim)	\$ 11.03	per item
Truck Tire (off rim)	\$ 21.77	per item

* Transaction Fee not applied to first 4 tires. A transaction Fee will not be charged on the FIRST FOUR TIRES brought in separately.
A \$5.25 minimum applies.

Document Shredding Services	\$ 9.34	per unit (banker box)
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Other / Drop Off

Recycling / Program Drop Off Materials at Transfer Stations	FREE
E-Cycle WA covered electronics	FREE
Program HHW for Drop Off	FREE Limited to 200 lbs., per trip
Other Special Waste Drop Off: Sharps, Motor Oil, Car Batteries	FREE
State EPR Programs: Pharmaceuticals, Paint	FREE

>>\$2 recycling rebate if delivering 40 lbs. of separated recyclables	\$ (2.00) per trip
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State Refuse Tax	3.6% per applicable law
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Fee Schedule published on CRC's website: [Rates and Fees | Columbia Resource Company](#)

A.1-7: Approved Fees Paid to State or Local Governments

<u>Fee Paid to LG</u>		<u>2024</u>	<u>Basis for Fee</u>	<u>Notes / Basis for Annual Adjustment</u>
County Admin Fee	\$	5.13	per ton	Adjusts based on CPI/Inflation Factor
County Health Fee	\$	1.43	per ton	Fixed Fee, does not adjust
Host Fees				
Vancouver	\$	14,669.53		Adjusts based on CPI/Inflation Factor
Washougal	\$	X.XX	blurry btwn - WCW/CRC	Adjusts based on Washougal agreement

EXHIBIT A.1-8 METHODOLOGY FOR DEALING WITH ANY FUTURE DECREASE IN THE CONSUMER PRICE INDEX

If the net CPI indices percent change (after applying the 80% CPI or other applicable weighting factor) is negative for the prescribed reference period (most recent year compared to previous year), then the annual Tip Fee increase shall be deemed “zero” percent and shall not be negative. In the subsequent year(s) the ending “base year” net value that last produced a positive change in the tip fee shall remain the “base year” until such year that the new percent change becomes positive. Subsequent years that do not produce a positive percent change will continue to result in a “zero” percent adjustment to the tipping fee. The following example is used to illustrate this calculation:

FORMULA

$$\frac{(\text{Most Recent Index} - \text{Base Year Index})}{\text{Base Year Index}} \times \text{Applicable Weighting Factor} = \% \text{ Increase in Tip Fee}$$

Where Base Year = Most Recent Year with a Positive Increase in the Index above the previous high point

Example

Year 1: Net Index =	1000	
Year 2: Net Index =	1010	
Year 3: Net Index =	950	
Year 4: Net Index =	990	
Year 5: Net Index =	1050	
Year 6: Net Index =	1060	
Year 2 percent change:	((1010-1000)/1000) x 0.82 = <u>+0.82%</u>	
Year 3 percent change:	((950-1010)/1010) x 0.82 = -4.87%	call it <u>ZERO</u>
Year 4 percent change:	((990-1010)/1010) x 0.82 = -1.62%	call it <u>ZERO</u>
Year 5 percent change:	((1050-1010)/1010) x 0.82 = <u>+3.25%</u>	
Year 6 percent change:	((1060-1050)/1050) x 0.82 = <u>+0.78%</u>	

Example Applied to Prior CPI Index for Disposal Contract			
June 2007 Index =	201.217		
June 2008 Index =	209.456	Percent change 2008/07	$((209.456-201.217)/201.217) \times 0.82 = \underline{+3.358}$
June 2009 Index =	207.898	Percent change 2009/08	$((207.898-209.456)/209.456) \times 0.82 = -0.610 \underline{\text{ZERO}}$
June 2010 Index =	213.036	Percent change 2010/09	$((213.036-209.456)/209.456) \times 0.82 = \underline{+1.402}^*$
June 2011 Index =	218.872	Percent change 2011/10	$((218.872-213.036)/213.036) \times 0.82 = \underline{+2.246}$
<i>* The following calculation was used for setting the 2011 MSW Tip Fee:</i> $((213.036-207.898)/207.898) \times 0.82 = \underline{+2.027}$			

EXHIBIT A.1-9 NON-PERFORMANCE FEES

The following acts or omissions shall be considered non-compliance with the Contract and the County Program Representative and Vancouver Program Representative have the right to require payment by the Contractor of the fees set forth for each act or omission separate from the Contractor's costs related to resolving the non-performance instance:

Receiving

1. Failure to accept materials during scheduled hours of operation – \$500 per hour, up to \$5,000 per day per facility

General Operations

2. Failure to achieve commercial collection vehicle truck turn around time upon implementation of a Fee or Capital Improvement Project(s) to impact traffic - \$50 per vehicle.
3. Failure to comply with notice requirements regarding transitioning from primary plan to back up plan - \$250 per instance per day
4. Failure to clear tip floor per work day - \$3,000 per facility per day
5. Failure to comply with any material prescribed procedures or requirements of a facility Operations Plan –
 - 5.1. 1st instance in Contract year- written notice
 - 5.2. 2nd instance in Contract year- \$250 per instance per facility
 - 5.3. Every additional instance in Contract year- \$500 per instance per facility

General Equipment, Maintenance, and Facility Condition

6. Failure to comply with equipment maintenance or operation requirement –
 - 6.1. 1st instance in Contract year- written notice
 - 6.2. 2nd instance in Contract t year- \$250 per instance per facility
 - 6.3. Every additional instance in Contract year- \$500 per instance per facility
7. Failure to comply with facility maintenance or operation requirement –

- 7.1. 1st instance in Contract year- written notice
- 7.2. 2nd instance in Contract year- \$250 per instance per facility
- 7.3. Every additional instance in Contract year- \$500 per instance per facility

Disposal/Processing Facilities

- 8. Disposal or incineration of uncontaminated source-separated organics, yard debris or recyclables without the prior written permission of the County/Vancouver Representative and/or State of Oregon- \$250 per ton
- 9. Causing any material delivered to the Contractor via the Contract to be delivered to any backup or other facility without the written consent of the County Program Representative in accordance with the procedures in this Contract: \$2,000 for the first occurrence and \$5,000 per occurrence thereafter

Planning and Reporting

- 10. Failure to comply with drafting and updating Operations Plans as required- \$100 per instance per day
- 11. Failure to comply with Contract and regulatory reporting as required- \$100 per instance per day

Customer Service

- 12. Failure to maintain and publish accurate Tip Fees, charges, and rates at the scale house, online, in publications, on billing statement, etc.- \$100 per instance per day
- 13. Failure to comply with Drop-off Area requirements -
 - 13.1. 1st instance in Contract year- written notice
 - 13.2. 2nd instance in Contract year- \$250 per instance per facility
 - 13.3. Every additional instance in Contract year- \$500 per instance per facility

Accounting / Billing Errors

- 14. Failure to bill accounts accurately:
 - 14.1. 1st instance in Contract year- written notice

- 14.2. 2nd instance in Contract year- \$100 per instance per account
- 14.3. Every additional instance in Contract year- \$200 per account
- 15. Failure to maintain accounting by facility and business line.
 - 15.1. 1st instance in Contract year- written notice
 - 15.2. 2nd instance in Contract year- \$250 per instance
 - 15.3. Every additional instance in Contract year- \$500 per instance

MASTER SERVICE AGREEMENT**ATTACHMENT A.2****HDC.1818**

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666

and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and
Regional Solid Waste System Capital Improvements
Services

Description: Regional Recyclables Processing Services

Supplier Contract Number: N/A
Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818
MSA Contract Period: September 1, 2024 - December 31, 2032
Attachment A.2 Term: September 1, 2024 - December 31, 2027

County Contacts		
Program	Fiscal	Contract
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Vancouver Contacts		
Program	Fiscal	Contract
Julie Gilbertson 360.487.7162 julie.gilbertson@cityofvancouver.us	Shannon Turk 360.487.7132 shannon.turk@cityofvancouver.us	Anna Vogel 360.487.8429 anna.vogel@cityofvancouver.us
Contractor Contacts		
Program	Fiscal	Contract
Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com	Jason Hudson 503.884.9332 Jason.hudson@wasteconnections.com	Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com

By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 08/27/24
 Dan Schooler, Date
 Western Region Vice President

CITY OF VANCOUVER:

 Eric Holmes, Date
 City Manager

CLARK COUNTY:

 Kathleen Otto, Date
 County Manager

APPROVED AS TO FORM ONLY:

_____ Jonathan Young, Date City Attorney	<u>Amanda Migchelbrink</u> 08/26/24 Amanda Migchelbrink, Date Deputy County Prosecuting Attorney
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1. INITIAL TERM AND EXTENSIONS

- 1.1. **Initial Term.** This Contract shall commence on September 1, 2024, at 12:00 AM, Pacific Time and shall terminate on December 31, 2027 at 11:59 PM, Pacific Time or sooner upon successful negotiations for services at a new Recycling Processing Center. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during the initial term pursuant to the Master Services Agreement Terms and Conditions Section 4.
- 1.2. **Conditional Extension Term.** Upon successful negotiations for services at a new Recycling Processing Center on or before December 31, 2025, the County or County successor shall extend this Attachment A.2. for an additional one (1) year term, if necessary, commencing on January 1, 2028 and shall terminate no later than December 31, 2028 at 11:59 PM, Pacific Time. The County or County successor, and with input from Vancouver, shall provide written notice of intent to extend this Attachment A.2 no later than sixty (60) calendar days prior to the termination of the then current term. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during any optional conditional extension term pursuant to the Master Services Agreement Terms and Conditions Section 4.

2. RECYCABLES PROCESSING SERVICES

- 2.1. **Recycling Processing Center Hours of Operation and Holidays.** The Contractor shall provide Recyclables Processing Services in compliance with the conditional use permit for the Recycling Processing Center and West Van Regional Transfer Station Operations Plan and zoning except when approved in writing by the County Program Representative and excluding holidays per Section 2.1.2.
- 2.1.1. **Conditional Use Permit as to Hours of Operation.** To the extent the current Conditional Use Permit for the Recycling Processing Center at the West Van Regional Transfer Station does not permit the hours of operation contemplated by this Contract (including this Section 2.1 and Section 2.3.1), the Contractor shall within thirty (30) calendar days following the effective date of this Contract submit necessary documentation to amend such Conditional Use Permit to the applicable jurisdiction and shall complete such amendment within a reasonable period of time. In the event the applicable jurisdiction does not grant the amendment to such Conditional Use Permit, the Parties agree that the failure to amend such Conditional Use Permit shall not constitute a breach or violation of this Contract, provided that such failure to amend is not caused by the Contractor's failure to respond to or comply with a reasonable request or condition of the applicable jurisdiction.

2.1.2. **Holidays.** The following shall be holidays for purposes of this Contract: New Year's Day, Thanksgiving Day, and Christmas Day. The Contractor shall observe all of the above-mentioned holidays by suspension of Recyclables Processing on a holiday.

2.2. **Security of Recycling Processing Center.** The requirements for security required for the West Van Regional Transfer Station set forth in Section 2 of Attachment A.1 shall apply to the Recycling Processing Center.

2.3. **Fire Protection and Life Safety of Recycling Processing Center.** The requirements for fire protection and life safety required for the West Van Regional Transfer Station set forth in Section 2 of Attachment A.1 shall apply to the Recycling Processing Center.

2.4. **Delivery of Materials.**

2.4.1. **Delivery of Recyclables Generated in the County and Cities to Recycling Processing Center.** The Contractor shall accept all recyclables generated in the County and Cities delivered to the Recycling Processing Center. The County and Vancouver shall deliver recyclables generated in the County and Vancouver and collected by County and Vancouver municipal, contracted, or franchised hauler to the Recycling Processing Center. The County shall require any other City served by the Plan to deliver all recyclables generated in such City and collected by such City's municipal, contracted, or franchised hauler to the Recycling Processing Center.

2.4.2. **Delivery of Materials from Other Sources to Recycling Processing Center.** The Contractor may accept deliveries of materials generated from other sources not included in Section 2.4.1 with prior written approval of the County Program Representative and subject to the written negotiated terms between the County, Vancouver, and the Contractor. The Contractor shall not accept materials generated from sources out-of-state, excluding the State of Oregon, and delivered to the Recycling Processing Center that is not included in Section 2.4.1 without prior written approval of the County, Vancouver, and compliance with the written negotiated terms between the County, Vancouver, and the Contractor.

2.5. **Receiving Services.**

2.5.1. **Receiving Services Hours of Operation.** Except as otherwise provided herein, the Contractor shall accept all approved Program Recyclables delivered to Recycling Processing Center during Receiving services hours of operation.

2.5.1.1. **Recyclables.** The Parties agree that the Receiving services hours and days of operation at Recycling Processing Center

shall be from 6:00 A.M.to 6:00 P.M., Pacific Time on Monday, Tuesday, Wednesday, Thursday, and Friday.

2.5.1.2. **Inclement Weather or Other Unforeseen Circumstance.** In certain instances, due to inclement weather, higher than typical set outs, or other unforeseen circumstance, the Parties shall work cooperatively to shorten or extend the receiving services hours and days of operation for County and Cities' municipal, contracted, or franchised hauler for the Recycling Processing Center. If the Parties agree to shorten or extend the receiving services hours of operation for County and Cities' municipal, contracted, or franchised hauler for the Recycling Processing Center, the Contractor shall provide prompt written notice to City Representatives of any changes to Receiving Services hours and days of operation for the Recycling Processing Center.

2.5.2. **Location of Receiving Services.** The Contractor shall accept all Recyclables within the Recycling Processing Center Building at the West Van Regional Transfer Station site and in accordance with the approved Facility Operations Plan.

2.5.3. **Priority Access.** The Contractor shall provide priority access at the Recycling Processing Center to County and Cities municipal, contracted, or franchised hauler. Priority access means that Contractor shall always provide service to County and Cities municipal, contracted, or franchised hauler prior to all other persons delivering materials.

2.5.4. **Vehicle Wait and Turnaround Time.** The Contractor understands and agree vehicle wait and turnaround time impacts the Regional System. Therefore, the Parties shall work cooperatively to minimize wait and vehicle turnaround time. The Parties shall use reasonable efforts to achieve average times on site of no more than the average times referred to in Sections 2.5.4.1 and 2.5.4.2. The Parties agree the average vehicle turnaround times set forth herein may be adjusted by mutual agreement upon implementation of capital improvements to the West Van Regional Transfer Station or upon implementation of Contractor improvements to the Recycling Processing Center site paid by the Contractor.

2.5.4.1. **Commercial Vehicle Turnaround Time.** The Parties shall work cooperatively to achieve weekly average times on site of no more than twenty (20) minutes from the time the inbound commercial vehicle leaves the scale house and the time such commercial vehicle returns to the scale house including any time spent in the outbound scale house queue.

2.5.4.2. **Other Customers.** The Parties shall work cooperatively to achieve weekly average times on site of no more than thirty (30) minutes from the time the inbound non-commercial vehicle leaves the scale house and the time the non-commercial vehicle returns to the scale house including any time spent in the outbound scale house queue.

2.5.5. **Inspection of Loads.** As part of receiving services, the Contractor shall inspect in accordance with this Section the contents of all loads of material delivered to the Recycling Processing Center to confirm such material does not contain Unacceptable Waste.

2.5.5.1. **Timing of Inspection of Loads.** The Contractor shall conduct inspections while a route vehicle or person is unloading material at the Recycling Processing Center and prior to such route vehicle leaving the Recycling Processing Center. The County Program Representative or City Representative for where such material was generated may be present to observe any inspection and may at its sole discretion and cost also inspect such material delivered to the Recycling Processing Center. If the County Program Representative or the City representative for where such material was generated is not present, the Contractor shall notify the County Program Representative or City representative for where such material was generated of the presence of Unacceptable Waste promptly upon discovery.

2.5.5.2. **Rejection of Material.** If the Contractor rejects any material, the Contractor shall provide the Person delivering such material with education as to the proper handling and management of such materials at the time such material is rejected. If the Contractor discovers Unacceptable Waste prior to delivering Person leaving the Recycling Processing Center, the Contractor may reject the material or return the Unacceptable Waste to such Person if deemed safe due to the nature of the material. If return to such Person is deemed unsafe due to the nature of the material, the Contractor shall coordinate for the safe management of the Unacceptable Waste and seek reimbursement from such Person for the actual reasonable cost of that disposal. The Contractor shall gather information and evidence, including photographs of any and all Unacceptable Waste and report to City representative for where such material was generated and County Representative and Vancouver Representative.

2.5.6. **Ownership of Materials.** Excluding rejected material in accordance with Section 2.5.5.2, ownership of the materials within a load shall

remain with the Person delivering such material while the Person is at the Recycling Processing Center and shall pass to the Contractor immediately upon such Person leaving the Recycling Processing Center.

- 2.6. **Processing Services.** The Contractor shall process all material received at the Recycling Processing Center in accordance with the Facility's Operations Plan. The Contractor shall process all recyclables received at Regional Transfer Stations Drop-off Areas for diversion at the Recycling Processing Center unless an alternative is required per the Contract or mutually agreed to in writing by the County Program Representative, Vancouver Contract Representative, and the Contractor Contract Representative.

3. **MINIMUM RECYCLABLES PROCESSING REQUIREMENTS**

- 3.1. For the current Recycling Processing Center, the Contractor shall use commercially reasonable effort to recover a minimum of eighty-five percent (85%) or higher based on weight of approved Program Recyclables recovered divided by weight of total approved Program Recyclables Received at the Recycling Processing Center and delivered by County, Vancouver, and Cities' municipal, contracted, or franchised hauler from residential customers. The Parties agree the above calculation excludes residuals.

4. **RECYCLABLES ALLOCATION STUDY AND RESIDUE STUDY**

- 4.1. **Allocation Study.** The Parties agree that the materials composition information derived from the annual Allocation Study shall be used for calculating the quarterly revenue share between the Parties. If agreed and approved by the County Program Representative and Vancouver Contract Representative, CRC may complete the study using existing staffing, the cost of which the parties acknowledge is already included in the Processing Tip Fee calculation pursuant to Exhibit A.2-4. Alternatively, the County and Vancouver may request the Contractor, at Contractor's sole expense, to retain a third party approved by County Contract Representative and Vancouver Contract Representative to conduct the Allocation Study in accordance with the protocol set forth in Exhibit A.2-2. The Allocation Study shall be completed annually and conducted between May 1st and June 30th of each year. If requested and approved by the County Program Representative and Vancouver Contract Representative, the Parties agree that the cost of retaining a third party to perform the annual Allocation Study will be an allowable expense included in the Processing Tip Fee calculation pursuant to Exhibit A.2-4.
- 4.2. **Residue Study.** If requested and approved by the County and Vancouver, the Contractor may retain a third party approved by the County and Vancouver to perform a residue study. If approved, the Parties agree that the cost of retaining a third party to perform a residue study will be an allowable expense included in

the Processing Tip Fee calculation pursuant to Exhibit A.2-4 or an expense to be reimbursed by the County.

5. RECYCLING PROCESSING CENTER OPERATIONS PLAN

5.1. Initial Operations Plans. No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative and Vancouver Contract Representative for County approval of a complete and detailed Operations Plan for the Recycling Processing Center within the West Van Regional Transfer Station site. The Contractor agrees such revisions shall be subject to prior approval by the County Public Health Solid Waste Enforcement and any other applicable regulatory agency. The approval of the Operations Plans shall not be construed as a limitation on Contractor's obligation pursuant to the provisions of the Contract. The Operations Plans shall be of sufficient detail to satisfy the County and Vancouver of the Contractor's ability to continue operations for the term of the Contract including but not limited to the following:

- 5.1.1. Capacity assurance
- 5.1.2. Personnel requirements
- 5.1.3. Receiving services by material type
- 5.1.4. Processing services by material type
- 5.1.5. Minimum processing requirements by material type
- 5.1.6. End markets information by material type
- 5.1.7. Recordkeeping and reporting
- 5.1.8. Equipment requirements
- 5.1.9. Facility and equipment maintenance plans
- 5.1.10. Contingency plans including specific measures to be employed when the normal operating resources including when transportation equipment is unavailable
- 5.1.11. Environmental controls
- 5.1.12. Vectors and pests, spillage, leakage, litter and odor, and other nuisance plans
- 5.1.13. Health and safety procedures
- 5.1.14. Facility security and fire safety assessment plan

5.1.15. Other information requested by the County or Vancouver

5.2. Revisions to Operations Plans. The Contractor shall annually review and revise, as necessary, any required Operations Plan to maintain the information contained in those plans current and reflect any substantive changes to activities, information or other material included in those plans. The annual review and revision shall be completed no later than September 30th each year. The Contractor agrees such revisions shall be subject to prior approval by the County Public Health Solid Waste Enforcement and any other applicable regulatory agency. The County Program Representative and Vancouver Contract Representative shall be copied regarding any proposed revisions submitted to County Public Health. The County Program Representative and Vancouver Contract Representative shall be promptly notified of any revisions to the Operations Plan approved by County Public Health.

6. ALTERNATIVE METHODS

- 6.1. No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative for approval a complete and detailed plan for Alternative Methods event(s) for the Recycling Processing Center to be incorporated into the approved Operations Plan. The plan shall be of sufficient detail to satisfy County Public Health Solid Waste Enforcement and any other regulatory agency, the County Program Representative, and Vancouver Contract Representative of the Contractor's ability to continue operations during an Alternative Methods event(s) for the term of the Contract including but not limited to timeline and process for transitioning from primary to contingency plan.
- 6.2. Except as set forth herein, the Contractor shall be solely responsible for any and all additional costs related to the utilization of Alternative Methods including but not limited to operation, receiving, transport, and/or processing methods. The Contractor shall be responsible for procuring any Alternative Methods including but not limited to equipment, labor, permits, and other resources associated with Alternative Methods.
- 6.3. The Contractor shall not use Alternative Methods for which the Contractor requests additional compensation without written approval from County Program Representative. For any Alternative Method which the Contractor requests additional compensation, the Contractor shall fully demonstrate and document the need for the additional compensation to the County Program Representative and Vancouver Contract Representative's satisfaction and approval, acting reasonably, as a precedent to the Contractor's right to a compensation increase under this Contract. For any Alternative Method for which the County or Vancouver requests a reduction in compensation, the Contractor shall be fully responsible to demonstrate and document the need for the reduced compensation to the County and Vancouver's satisfaction and approval, acting reasonably.

- 6.4. If a baler or other major processing system component goes down, the Contractor shall immediately transition to the contingency plan described in the Operations Plan for the Facility and promptly notify the County Program Representative, Vancouver Contract Representative, and County Public Health Solid Waste Enforcement. The Contractor shall promptly discontinue utilizing the contingency plan as soon the system component is repaired and notify the County Program Representative, Vancouver Contract Representative, and County Public Health Solid Waste Enforcement.
- 6.5. Under no circumstances is the Contractor allowed to store bales of unprocessed, commingled recyclables outside the Recycling Processing Center Building as a result of a major system component failure. Storage of unprocessed, commingled recyclables outside the Recycling Processing Center Building is not considered an approved Alternative Method. Storage of processed material baled for market is acceptable when stored in a covered area outside the Recycling Processing Center Building. In the event of a major market disruption the Contractor shall notify County Public Health Solid Waste Enforcement, County Program Representative, and Vancouver Contract Representative that no market is available, and no Alternative Method can be implemented. Upon notification and approval from the County and Vancouver, the Contractor may store bales of marketable material outside the Recycling Processing Center Building in an uncovered area.

7. ADDITION OR DELETION OF APPROVED RECYCLABLES

The County and Vancouver reserve the right to add or delete Program Recyclables from the program as shown in Exhibit A.2-7 if the Parties mutually agree it is economically and technically feasible. An increase or decrease in compensation pursuant to Section 18, if any, for addition or deletion of materials shall be negotiated between the Parties and implemented by an amendment to this Contract.

8. COMMINGLING OF RECYCLABLES PROHIBITED

The Contractor shall not mix unsorted or processed recyclables with other materials such as Solid Waste. The Contractor may mix unsorted commingle with processed Recyclables or residuals with high quantities of recyclables generated from the Recycling Processing Center for additional Processing, as necessary, and for no additional cost and so long as material quality is not adversely impacted.

9. LIABILITY FOR UNACCEPTABLE WASTE

- 9.1. **Responsibility for Unacceptable Waste.** If the Contractor receives Unacceptable Waste, the Contractor may at its option return that waste to the Person who delivered it in accordance with the operating and Recycling Processing Center regulations approved by County Program Representative or the Contractor may dispose of that Unacceptable Waste in accordance with all applicable laws and regulations and charge the Person responsible for that

delivery for the cost of that disposal, plus an amount equal to 10% of the cost of handling the Unacceptable Waste or Special Handling Fee. If the Contractor is unable to identify the person responsible for the nonconforming delivery and return the Unacceptable Waste to that Person, the Contractor shall at the Contractor's sole expense, dispose of that Unacceptable Waste in accordance with applicable law. The Contractor shall pay all costs, consequential damages, or liability related to Unacceptable Waste not returned in accordance with this Section to the Person delivering that waste except that the Contractor may pursue any available remedies against Persons later identified as responsible for delivering that Unacceptable Waste per Section 2.

9.2. Prosecution of Persons Delivering Unacceptable Waste. The County shall assist the Contractor in identifying Persons responsible for delivering Unacceptable Waste to the Recycling Processing Center and shall, subject to the County Prosecuting Attorney's direction, diligently prosecute Persons who illegally deposit Unacceptable Waste at the Recycling Processing Center within the County.

10. DISPOSAL OF MATERIAL DELIVERED FOR DIVERSION PROHIBITED

The Contractor shall not dispose of any approved Program Drop-off or Recyclables delivered by County, Vancouver, other Cities, or other material recovered by Contractor for diversion, or market such materials to brokers and end markets that the Contractor knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the County Program Representative and City Representative when material is derived from within such City or under such City's collection services contract. The Contractor may dispose of allowable thresholds of residuals generated from the Recycling Processing Center.

11. FACILITY SCALE HOUSE SERVICES

The Contractor shall be responsible for operation of the scale house at the West Van Regional Transfer Station to perform scale house services for the Recycling Processing Center. The Contractor shall be responsible for all activities related to the scale house including but not limited to weighing all vehicles, maintenance and calibration of the scale in accordance with the scale manufacturer's recommendations, and billing and collection of payment, and ensuring the average vehicle turnaround times targeted in Section 2.5.4 and consistent with scale house services as outlined in Attachment A.1.

12. FACILITY MAINTENANCE REQUIREMENTS

The Contractor shall be solely responsible for all Maintenance related to Contract services, including but not limited to the Recycling Processing Center and equipment maintenance, servicing, and renewal and replacement, including routine and non-routine maintenance. The Parties agree no Funds pursuant to the Master Services

Agreement and Attachment A.1 Section 19 shall be used or invested in the Recycling Processing Center.

13. RECYCLING PROCESSING CENTER SITE OWNERSHIP AND ACCESS

13.1. Recycling Processing Center Site Ownership. The Parties agree the County and Vancouver shall have the right to purchase the West Van Regional Transfer Station Site, including but not limited to the Recycling Processing Center (but excluding all material processing equipment within the Recycling Processing Center), pursuant to the Master Services Agreement and Attachment A.1 Section 14.

13.2. Recycling Processing Center Site Access. Upon reasonable advance notice to the Contractor, County staff, and Vancouver staff shall be able to access and use the West Van Regional Transfer Station Site, including the Recycling Processing Center, during normal operating hours excluding Allocation Study and Residue Study or otherwise agreed upon, for the purpose of providing tours of the facility and conducting other business matters related to the Recycling Processing Center services and operations. Any access and use of these areas by the County or Vancouver shall not create an impact on the Contractor's operation of the Recycling Processing Center. The only additional exception is for County or other regulatory staff conducting regular inspections.

14. RECYCLING PROCESSING CENTER EQUIPMENT OWNERSHIP, REMOVAL, AND BUILDING REPAIRS UPON EQUIPMENT REMOVAL

14.1. The Contractor owns all of the material processing equipment within the Recycling Processing Center and is responsible for all costs for equipment Maintenance. The Contractor is responsible for all costs associated with removal of the equipment and building repairs when a new material recovery facility is in operation.

14.2. Building repairs required upon removal of the processing equipment include, but are not limited to, the following:

14.2.1. Concrete floor will be clean, safe, and level surface for future operations.

14.2.2. Any processing equipment and its attachments that are supported from the roof structure shall be removed.

14.2.3. Remove the entire processing equipment system and remove anchor rods and floor penetrations. Anchor rods may be cut off at the concrete floor surface and ground down level with the concrete floor surface.

- 14.2.4. Access platforms, fire sprinklers below the platforms, platform supports, steel embeds, guardrails, bunkers, and bollards, but not limited to, are considered as part of the system and shall be removed.
- 14.2.5. Bollards that are in place to protect the building columns shall not be removed.
- 14.2.6. All conveyor pits shall be filled with suitable structural engineered fill and leveled to the concrete floor elevation with minimum 8" reinforced concrete floor slabs.
- 14.2.7. All dust suppression systems, ventilation, and fire suppression systems supported by the roof structure shall be cleaned and rendered fully operational.
- 14.2.8. All building electrical systems and the dust control bag house shall be fully operational.
- 14.2.9. Electrical power and control systems that supply the removed material processing equipment and systems shall be removed.
- 14.2.10. Permits and inspections by permitting agencies for the demolition and removal work shall be obtained and paid for by the Contractor.

15. UTILITIES

- 15.1. The Contractor shall be responsible for the cost of all utilities including but not limited to the water, sewer or septic service, power natural gas or electric service, and phone and internet service.
- 15.2. The Contractor shall be responsible to equip the Recycling Processing Center with an emergency backup power system, so as to ensure power, lights, and safety in the event of a power shortage. This should include, as a minimum, auxiliary lighting, as well as adequate power to continue to operate the Facility.

16. PROPERTY TAXES

The Contractor shall be responsible for any and all property taxes for the current Recycling Processing Center but only for so long as the Recycling Processing Center is located in the West Van Transfer Station and the West Van Transfer Station is owned by the Contractor.

17. RECORDKEEPING AND REPORTING

- 17.1. The Contractor shall provide to the County Program Representative and the Vancouver Contract Representative by the fifteenth (15th) day of each month a report for the preceding month in accordance with Exhibit A.2-3. The Contractor shall provide the County Program Representative and Vancouver

Contract Representative quarterly, semi-annual, and annual reports in accordance with Exhibit A.2-3. The Contractor shall provide reports in an electronic file format and report organization format approved by the County and Vancouver. The Contractor shall not provide reports in a non-editable format unless requested by the County and Vancouver.

- 17.2. The Contractor shall comply with all reporting requirements of the permitting agencies and permits and provide copies of all reports to the County Program Representative and the Vancouver Contract Representative.

18. COMPENSATION PROVISIONS

- 18.1. **Contractor Compensation for Recyclables Processing.** The Contractor shall receive compensation for processing Recyclables delivered to the Recycling Processing Center in accordance with this section. The Contractor shall pay taxes to Cities, County, and State in accordance with this section and Master Services Agreement Section 9. All Fees shall remain fixed except as provided herein.

- 18.1.1. The Contractor receives compensation for Recyclables Processing through a Fee structure that consists of (i) revenue retained from the sale of Recyclables as described herein and (ii) a County approved Processing Tip Fee. This Fee structure is passed through to County, Vancouver, and Cities Single Family and Multi-family residents subject to separate collection contract terms pursuant to Section 2.4.1.

- 18.1.2. Commercial Recyclables collected within Clark County and delivered by companies affiliated with the Contractor and/or private entities not affiliated with the Contractor shall not be subject to the Fee structure described by this Contract.

- 18.1.3. Out-of-county Recyclables delivered to the Recycling Processing Center under Section 2.4.2 by companies affiliated with the Contractor shall be subject to a fee structure described by the Contractor and approved by the County.

- 18.1.4. The Contractor shall not charge any Fees for Receiving and Processing Recyclables from public Drop-off areas at the Regional Transfer Stations.

- 18.1.5. The Contractor shall weigh all Recyclables delivered to the Recycling Processing Center and Regional Transfer Stations by collection contractors. The Contractor shall maintain records of the weight of Recyclables and the Persons delivering the Recyclables by location and submit those records to the County and Vancouver each month. The Contractor is not required to pay Persons for any Recyclables delivered to Recycling Drop-off Areas.

- 18.2. **Allocation Study.** As described in Section 4.1 and Exhibit A.2-2 and A.2-4, Contractor or an agreed-upon third party shall conduct an Allocation Study to determine the percentage of each type of marketable recycling commodity included in each ton of Recyclables delivered to the Recycling Processing Center by recycling collection contractor(s) from the County, Vancouver and Cities.
- 18.3. **Revenue from the Sale of Recyclables.** The Contractor is responsible for Processing, marketing, and the sale of Recyclables delivered to the Recycling Processing Center by recycling collection contractor(s) operating under separate collection contracts with the County, Vancouver, and Cities. Contractor is required to submit quarterly reports to the County and Vancouver as described herein. The County and Vancouver are entitled pursuant to this Contract to receive their proportionate share of revenue from the sale of Recyclables as described herein.
- 18.3.1. **Calculation of Quarterly Revenue from the Sale of Recyclables.**
- 18.3.1.1. The Contractor is required to maintain records of delivery of Recyclables from recycling collection contractor(s) operating under separate collection contracts with the County, Vancouver, and Cities.
 - 18.3.1.2. On a quarterly basis, the Contractor shall calculate and report to the County and Vancouver the tons of Recyclables delivered to the Recycling Processing Center by the recycling collection contractor(s) operating under contract with the County and Vancouver.
 - 18.3.1.3. Quarterly reports will be submitted for the periods: January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31, and gross revenue therefrom, within thirty (30) days of the end of each quarter.
 - 18.3.1.4. Quarterly tons processed by commodity type is calculated by multiplying total tons delivered by the County and Vancouver for Processing by the annual allocation study material commodity percentages by for each commodity type processed. An example of the allocation study is attached as Exhibit A.2-4 (A).
 - 18.3.1.5. Quarterly revenue by commodity type is calculated by multiplying the quarterly tons processed by commodity type by the average per ton market price for each commodity type.
 - 18.3.1.6. Total quarterly revenue from the sale of Recyclables is calculated as the sum of all quarterly revenues generated by each commodity type. Total revenue is then shared between

the County and Vancouver based on a proportionate share of the tons of Recyclables delivered from each jurisdiction to the Recyclables Processing Center.

18.3.1.7. An example of a quarterly report is attached as Exhibit A.2-4 (B).

18.3.1.8. Following County and Vancouver review of the quarterly revenue report and direction to the Contractor to proceed with distribution of quarterly revenue share, Contractor shall promptly distribute payments as directed to the County and Vancouver within twenty-one (21) days of County notice to proceed.

18.3.1.9. An example of an Annual Report for Allocated Revenue from the sale of Recyclables by commodity type is attached as Exhibit A.2-4 (D).

18.3.2. Distribution of Revenue from Sale of Recyclable Materials.

Revenue received from the sale of Recyclables delivered to the Recycling Processing Center from collection contractor(s) of the County and Vancouver shall be distributed as follows:

18.3.2.1. Beginning January 1, 2024, Contractor shall retain (i) a per ton Base Fee for Processing Recyclables delivered to the Recycling Processing Center and (ii) an initial percentage of the revenue from the sales of recyclables for compensation in an amount equal to:

- i. Base Fee for Recycling Processing: (\$42.66 per ton as of January 1, 2024) of Recyclables received; and
- ii. After subtracting the Base Fee for Recycling Processing, 18.3.2.1(i) above, the Contractor shall retain thirty percent (30%) of the remaining revenue derived from the sale of those Recyclables materials.

18.3.2.2. Contractor shall pay the County and Vancouver any amount of revenue remaining after Contractor retains the initial amounts described in 18.3.2.1 (i) and (ii) pursuant to the revenue share procedures set forth in Section 18.3.1.6.

18.3.3. Annual Calculation of Revenue Retained from the Sale of Recyclables.

18.3.3.1. The annual review period for the calculation of revenue retained from the sale of Recyclables is based on the first six

(6) months of the previous year and the last six (6) months of the year preceding that year, from July 1st through June 30th.

18.3.3.2. The Contractor will provide a report for the review period based on the prior four quarterly revenue reports submitted to the County and Vancouver. An example of the annual report is attached as Exhibit A.2-4 (C).

18.3.3.3. The Contractor will provide the County and Vancouver an annual report providing details on revenue from the sale of Recyclables for those materials included in the list of approved Recyclable materials pursuant to Exhibit A.2-7. The intent of the report is to allow the County and Vancouver to verify that the Contractor has correctly applied the results of the Allocation Study to derive average quarterly and average annual revenue per ton. An example of annual report is attached as Exhibit A.2-4 (D).

18.4. Annual Inflationary Adjustment for Base Fee for Recycling Processing.

The Base Fee for Recycling Processing, as described in 18.3.2, may be adjusted each year up to the rate of 82% of the percentage point increase or decrease in the CPI as specified in the Contract.

18.4.1. Should the CPI decrease any year, the Base Fee for Recycling Processing shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual adjustment in subsequent years until any and all CPI decreases are fully accounted. The Parties agree to the calculation as shown in Exhibit A.2-5.

18.4.2. Notwithstanding the foregoing, the Contractor shall not increase the Base Fee for Recycling Processing or otherwise be entitled to compensation under this Contract for other payments to Cities in the County (including those referenced in this Section), or to cities or counties in the state of Oregon.

18.5. Annual Calculation of Processing Tip Fee

18.5.1. **Processing Tip Fee Authorized.** The County authorizes the Contractor to establish and charge a per ton Processing Tip Fee for processing of every ton of eligible Recyclables delivered to the Recycling Processing Center. The intent of the Processing Tip Fee is to compensate the Contractor for Processing costs that exceed annual revenue retained from the sale of Recyclables from the County and Vancouver. The Processing Tip Fee is not subject to an annual inflationary adjustment. Contractor shall submit a request to the County and Vancouver to be reviewed and approved annually. The Processing

Tip Fee must be approved by the County and Vancouver prior to being implemented on January 1st of the subsequent year. An example of the calculation is attached as Exhibit A.2-4 (E).

18.5.2. **Annual Processing Cost Summary.**

18.5.2.1. The Contractor shall hire a third-party accountant to conduct an annual review of the cost to process Recyclables, at the Contractor's sole expense, and subject to approval by the County. The Contractor shall compile all actual costs and information associated with the review period, July 1st of the prior year to June 30th of the current year. A list of acceptable expenses allowed to be included in the annual Processing Tip Fee review is attached as Exhibit A.2-4 (F). Any extraordinary expenses not described in Exhibit A.2-4 (A) incurred by the Contractor during the annual review period must be approved in writing by the County and Vancouver, acting reasonably, before being included in the cost summary.

18.5.2.2. The annual review period shall be for the prior four quarters from July 1st of the prior year to June 30th of the current year. The third-party accountant shall submit a summarized cost report for the Parties review. Contractor is required to provide the results to the County and Vancouver no later than August 1st of the current year for the preceding year.

18.5.2.3. The County and Vancouver reserve the right to request, to review and to clarify the detailed cost information utilized to develop the cost summary. The County and Vancouver, acting reasonably, reserve the right to dispute or deny costs submitted by Contractor based on the applicability of the cost to actual Processing expenses and/or the basis for the expenditure.

18.5.2.4. An example of the Annual Processing Cost Summary is attached as Exhibit A.2-4 (F).

18.5.3. **Processing Tip Fee Calculation.** The annual Processing Tip Fee is calculated as follows:

Revenue retained from the sale of Recyclables

Less: Per ton Base Fee for Recyclables Processing retained from sale of recyclable.

Less: 30% Gross/Net revenue retained from sale of recyclables.

Equals total revenue from sales of recyclables retained

Cost to process Recyclables provided by third party accountant.

Less: Depreciation.

Equals Processing Cost *to be evaluated annually*

Processing Cost less depreciation.

Equals Allowed costs to be included in Processing Tip Fee.

Allowed Costs/total tons processed = per ton Processing Tip Fee.

18.5.4. Required Financial Data and Schedule for Annual Processing Tip Fee Calculation. The Contractor shall submit all the financial data as specified in Exhibit A.2-4 to the County and Vancouver on or before August 1, 2024 and every August 1st thereafter for the applicable review period. The Parties agree the Processing Tip Fee adjustments shall be effective on January 1, 2025 and every January 1st thereafter. The Processing Tip Fee shall not be adjusted prior to January 1, 2025.

18.5.5. Processing Tip Fee Discontinued. If the combined revenue retained for Processing from the sale of Recyclables exceeds the Processing cost for four consecutive quarters, the County and Vancouver have the option to discontinue the Processing Tip Fee. The County will provide the Contractor and Vancouver with written notice of the intent to discontinue the Processing Tip Fee no later than September 30th for the following year or with 3 months prior notice if contemplating a mid-year reduction or discontinuance of the Processing Tip Fee.

18.6. Fee Review. On the County's or Vancouver's request, the Contractor shall perform at Contractor's sole expense a Processing Fee review acting reasonably and to the satisfaction of County and Vancouver upon extension of A.2, change in scope of services, request for other Recyclables Processing Fee adjustment, or similar events. The County, Vancouver, or Cities may perform a Fee review after commencement of the Contract pertaining to compensation received for Recyclables processing.

19. CORPORATE STRUCTURE AND ACCOUNTING SYSTEMS

19.1. The Contractor shall operate the districts providing service under this Contract separately from any other company, division, or district affiliated with the Contractor. The County does not object to a district manager, district controller, assistant district controller, or clerical positions with combined responsibilities for the separate entities.

19.2. The Contractor shall maintain an accounting system for all operations and maintenance activities, separate from other divisions and districts of the parent company using generally accepted accounting principles to account for all

services rendered and materials supplied by Contractor, including additional and deleted work. Open-market commercial recycling customer accounts are specifically excluded from the requirements of this Section.

- 19.3. The Contractor's accounting system shall separately track cost and all other financial data for the Recycling Processing Center and this information shall be reported separately by the Contractor to the County and Vancouver.

20. NON-PERFORMANCE FEES

- 20.1. The Contractor acknowledges that if the Contractor does not perform in a timely or quality manner its obligations pursuant to the terms of the Contract, the County, Vancouver, and Cities may suffer damages which are difficult to determine and adequately specify.
- 20.2. The Contractor agrees, in addition to any other remedies available to the County, Vancouver, and Cities, that the County and Vancouver may demand and receive payment from the Contractor in the amounts specified in Exhibit A.2-6 as non-performance fees for failure of the Contractor to fulfill its obligations.
- 20.3. The procedure for assessing and appealing non-performance fees shall be as set forth in Section 4.1 of the Master Service Agreement.

**EXHIBIT A.2-1
DESIGNATED RECYCLING PROCESSING CENTER**

Designated Facility Name and Address	Materials Accepted	Back-up Facility Name and Address	Minimum Processing Requirements
West Van Materials Recovery Center 6601 NW Old Lower River Road Vancouver, WA 98660	Source Separated Recyclables	Pioneer Recycling Services 16810 SE 120th Ave Clackamas, OR 97015 OR Pioneer Recycling Services 4109 192nd St E Tacoma, WA 98446	Clark County Acceptable Materials List

EXHIBIT A.2-2 ALLOCATION STUDY PROTOCOL

An Allocation Study shall be conducted between May 1st and June 30th each year. The Parties shall agree on a timeframe for performing the Allocation Study. The Allocation Study will not be conducted immediately after a holiday or during inclement weather. Unless agreed to via email or other writing by the County and Vancouver, the Parties shall agree on an audit date a minimum of thirty (30) calendar days in advance.

The Contractor, at the Contractor's sole expense, shall conduct the Allocation Study in accordance with the following procedures:

Allocation Study

1. The study will be monitored by the Contractor, and the County and Vancouver if desired. The County and Vancouver may take pictures and video prior to and during the study.
2. The Recycling Processing Center scales, including the vehicle and baler scales, shall be calibrated within ninety (90) calendar days of the Allocation Study. Upon request, the Contractor shall provide documentation to the County and Vancouver of the scales calibration.
3. The Parties will agree to the description of each commodity, including Program Recyclable Materials and other Recyclable Materials Processed into Recovered Materials, in advance of the Allocation Study. Any Recyclables marketed by the Recycling Processing Center shall be included in the description of recyclables material commodity and accepted Program Recyclables; Exhibit A.2-7.
4. The Allocation Study will be conducted based on at least two (2) random Loads per each scheduled Collection day for a calendar week from the Single or Dual Stream Program Recyclables collected from both Single Family and Multi Family Service Customers via Curbside County and Vancouver Program unless more loads are agreed by the Parties. The total tonnage used for the Allocation Study will be approximately three hundred (300) tons.
5. The Parties will agree upon a day to randomly draw routes from each collection day at least two (2) weeks in advance of the Allocation Study.
6. The vehicles selected for the Allocation Study will be weighed full, after glass dumping, and empty to capture the tare weight of the truck and the weight of the load. All weights shall be recorded to a hundredth of a ton. On-file tare weights will not be acceptable during the Allocation Study.
7. The Contractor shall store the loads from the selected routes under cover in a segregated area of the Recycling Processing Center or West Van Regional Transfer Station site. The segregated area will have physical barriers in place to

separate Allocation Study materials from any other materials that are delivered to the Recycling Processing Center.

8. Immediately prior to Processing the Allocation Study materials, the Contractor will empty, clean, and free of debris the system, including but not limited to the sort line, bunkers, balers, compactors, bins, waste containers, dust system etc.
9. The Contractor will ensure the number of employees available for the Allocation Study is appropriate to sort material and conduct the Allocation Study. The number of employees utilized for sorting materials will be consistent with typical operations of the Recycling Processing Center.
10. After approval of County to commence the Allocation Study, the Contractor shall load the materials onto the Processing line and run at normal Processing speed (15-20 tons per hour, or as designed) or slower. Contractor will Process the materials into the various commodity categories and Residue and Contamination.
11. The Contractor will bale, weigh, and record the weight of each material by Recyclables material commodity categories and Residual/Contamination (for material that is not enough to make a full bale, Contractor will place the material in "Gaylord" type box or other container to fully account for 100% of each material type).
12. Once the audit material is processed, the Contractor will empty, clean and remove any and all debris from the system, including but not limited to the sort line, bunkers, balers, compactors, bins, waste containers, dust system etc., consistent with efforts prior to the Allocation Study (see item 9). The material resulted from the cleanup of the equipment will be considered as contamination.

The County, at the County's sole expense, may conduct the Residual Study in accordance with the following:

Residual Study

1. Each Residual Study will be monitored by Contractor and County and Vancouver if County and Vancouver desires.
2. The Residual Study will be conducted based on a minimum of two (2) samples collected a minimum of (10) minutes apart from the trash piles at the end of belt and fines/pulled material. Each sample shall weigh approximately one hundred (100) pounds. Trimmings cut out from the sorting screens will also be included in the audit.
3. The collection of samples shall be mutually agreed upon by the Parties, the sample point shall be always the trash compactor.

4. The Contractor shall store the Residual Study samples in a segregated area. The segregated area will have barriers in place to separate Residual Study materials from any other materials that are delivered to the Recycling Processing Center.
5. The Contractor performing the Residual Study ("Residue Contractor") will classify the materials into the proposed material categories, but at a minimum each commodity utilized for the Allocation Study, and contamination and place the materials into the individual bins/cans for each category with the exception of the materials listed below that will be considered contamination.

The recoverable materials are subject to the following size and quality parameters: SIZE:

- A. Fiber (ONP/MP) – is based on materials being whole, un-shredded, and larger than 24 square inches. Recovery rate applies only to 2-dimensional paper that is larger than 8 inches in both dimensions. Wet, crumpled, contaminated and/or 3-dimensional materials will be excluded from the residue audit for purposes of calculating recovery rate. Film plastic is not considered a contaminant as removal of these are sorter dependent.
- B. OCC - Recovery rate applies only to 2-dimensional flattened OCC larger than 256 square inches with at least one outside dimension being 16 inches or larger. Wet, crumpled, contaminated, and/or 3-dimensional materials will be excluded from the residue audit for purposes of calculating recovery rate.
- C. Plastic Containers – is based on 3-dimensional objects larger than 16 square inches. Clumped plastic and interlocked items that are not plastic containers shredded or torn containers, black or very dark colored containers, containers that are muddy, dirty, or obscured more than 66% by a label, containers smaller than 2 inches in more than one-dimension, indeterminate polymer types (not marked with a recycling symbol #1-#7) will be excluded from test results. Bottles with liquid in them are excluded from the recoverable materials in the residue.
- D. Glass containers – mixed broken glass contained in the residue should be minimized, but is not included in the calculation of Recoverable Material in the residue
- E. Tin/steel cans – is based on pieces between 2" and 8" having a ferrous metal content of >60%. Clumped, interlocked, contaminated, and multi-material objects or items that are not steel food or beverage cans will be excluded from the residue audit for purposes of calculating recovery rate.
- F. Aluminum (AL) – is based on all pieces between 2" and 8" having a substantial Non-Ferrous portion or element in their construction. Clumped,

interlocked, and multi material items that are not Aluminum will be excluded from test results.

- G. Any recoverable material in unopened bags or containers within the residue will be excluded from the test results.
 - H. Any Recyclables in the “mixed broken glass”, which is the 2” minus fraction is excluded from the missed recyclable count (small recyclables and pieces of recyclables go with the 2” minus fraction). Since they end up in the trash, anything in the unders of the fine screen/glass breaker is excluded.
 - I. Residue - Any 2D fibers less than 8” on one side, or 64 square inches will be considered residue. Glass is not considered a recyclable item and is part of the residue. 3D fiber is excluded as it should be recovered by manual sorting. Unopened bags or containers that contain Recyclables will be excluded from the recyclable part of the audit and included in the residue. Containers must be free and clear of liquid. These containers will be part of the residue, not the recyclables.
- 6. The Residue Contractor will assign a bins/cans to each material category and weigh to a pound and record the weight of each bin/can empty. All weights shall be documented with County Program Representative or Vancouver Contract Representatives present.
 - 7. Once all the materials from the sample have been sorted into their designated bins/cans, the Residue Contractor will check all bins/cans to confirm materials are placed in the appropriate bin/can. After the Residue Contractor has performed a quality control check, the County or Vancouver may check all bins/cans to confirm materials are placed in the appropriate bin/can. The Vancouver will communicate any issues immediately to the Residue Contractor.
 - 8. Each commodity and contamination shall be weighed to a pound. All weights shall be documented with County Program Representative or Vancouver Contract Representative present.
 - 9. At the end of the Residual Study day, tally sheets of all weights for each sample shall be provided to County Program Representative or Vancouver Contract Representative present.

General Allocation Study Reporting Protocol

- 1. Following the Allocation Study, the Contractor will calculate the estimated annual tonnage by material category and residue and contamination based on the Allocation Study.

2. Then, the Contractor will calculate the estimated annual tonnage by material category and contamination in the total residue and contamination reported by the Allocation Study by applying the composition based on the Residue Study.
3. Then, the County or Vancouver aggregate the tonnage by recovered material category from the Allocation Study to the tonnage by material category from the Residual Study.
4. The composition of the aggregated tonnage by recovered material category from the Allocation Study will be used for calculation of the quarterly recyclables revenue share.
5. Within thirty (30) business days of the completed Allocation Study, the Contractor will provide the County and Vancouver with the data and a report detailing the Allocation Study results.
6. If the audit results are disputed, then the County or Vancouver may request a new audit to be completed at Contractor's sole cost, within thirty (30) working days after receiving the Allocation Study report.

EXHIBIT A.2-3 REPORTING REQUIREMENTS

The Contractor shall submit to the County Program Representative and Vancouver Contract Representative no later than the 15th day of each month or on such other schedule as the County Program Representative and Vancouver Contract Representative may determine a report on the Contractor's Recycling activity for the previous month that shall contain the following information unless otherwise required by the County Program Representative and Vancouver Contract Representative:

1. Daily and monthly tonnages of Recyclable materials, by specific material and in the aggregate, received at the Drop-off Areas at Regional Transfer Stations and Recycling Processing Center by customer.
2. Estimated daily and monthly tonnage of Recyclable material, by specific material and in the aggregate, received at the Regional Transfer Stations in public recycling bins.
3. Estimated daily and monthly tonnage of Recyclable material, by specific material and in the aggregate, placed in storage.
4. Estimated value of stored Recyclable materials.
5. Tonnage of each Recyclable material sold or conveyed for Recycling.
6. Revenue received from the sale of each Recyclable material.
7. Total tonnage of Waste received at the Recycling Processing Center.
8. A summary of any suspicious and Unacceptable Waste incidents and actions taken.
9. A summary of any complaints and actions taken or recommended actions.
10. Any extraordinary occurrences affecting the Contractor or Subcontractor(s).
11. Status of Facilities and operating equipment.
12. Any substantive correspondence between the Contractor and regulatory agencies relevant to the Contract.
13. Other items as deemed necessary by the County Program Representative and Vancouver Contract Representative for its record-keeping and other Contract performance evaluation purposes.

EXHIBIT A.2-4
PROCESSING COMPENSATION PROVISIONS

- A.** Annual Allocation Study
- B.** Quarterly Recycling Revenue Report
- C.** Annual Report – Revenue Retained from Sales of Recyclables
- D.** Annual Report – Allocated Revenue from Sales of Recyclables by Commodity Type
- E.** Processing Fee Calculation Model (see Section 18.5.3)
- F.** Third Party Accountant Processing Cost Summary / List of Allowed Costs for Processing Fee Calculation

Refer to attached references.

EXHIBIT A.2-4 (A)

CRC Annual Allocation Study of Recyclable Materials

TONS SORTED	Camas	Rural/ Ridge	Single: UGA	Single: COV	Single: BG	Total SF		Multi Family		Total Tons	Overall %	2022 Comp		
	79.53	108.39	90.78	56.06	43.34	378.10				416.95		Total Tons	Overall %	YOY Change
SUMMARY														
OCC	19.65	29.41	21.50	15.40	11.52	97.47	25.8%	6.67	17.2%	104.14	25.0%	69.37	19.7%	5.3%
Mixed Paper	7.08	9.93	7.60	4.84	3.14	32.59	8.6%	2.72	7.0%	35.31	8.5%	20.09	5.7%	2.8%
ONP	13.07	13.54	11.67	7.64	4.36	50.27	13.3%	6.51	16.8%	56.78	13.6%	47.84	13.6%	0.0%
Aluminum	1.61	1.92	1.44	1.05	0.75	6.76	1.8%	0.31	0.8%	7.07	1.7%	5.41	1.5%	0.2%
Tin	3.28	4.08	2.71	2.32	0.91	13.29	3.5%	0.95	2.5%	14.24	3.4%	7.95	2.3%	1.2%
Misc Metals	1.26	1.48	1.00	0.68	1.01	5.43	1.4%	0.29	0.7%	5.72	1.4%	3.37	1.0%	0.4%
PET	2.13	2.21	2.21	1.33	0.94	8.82	2.3%	0.83	2.1%	9.65	2.3%	7.51	2.1%	0.2%
HDPE	0.53	0.91	0.80	0.53	0.33	3.09	0.8%	0.50	1.3%	3.60	0.9%	2.84	0.8%	0.1%
Col HDPE	0.38	0.67	0.63	0.35	0.16	2.18	0.6%	0.28	0.7%	2.47	0.6%	2.90	0.8%	-0.2%
Rigid/Butter	0.10	0.00	0.04	0.04	0.01	0.20	0.1%	0.04	0.1%	0.24	0.1%	0.64	0.2%	-0.1%
MCDB	0.00	0.01	0.01	0.03	0.01	0.06	0.0%	0.02	0.0%	0.08	0.0%	0.15	0.0%	0.0%
Glass	12.76	18.45	16.36	9.60	6.60	63.77	16.9%	7.75	20.0%	71.52	17.2%	60.58	17.2%	-0.1%
Glass Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.0%
Oil/Trans Fluid/Batt	0.78	1.43	1.01	0.85	0.62	4.69	1.2%	0.21	0.6%	4.90	1.2%	4.00	1.1%	0.0%
Reject	16.90	24.35	23.80	11.40	12.98	89.44	23.7%	11.76	30.3%	101.20	24.1%	119.33	33.9%	-9.8%
	79.54	108.39	90.75	56.06	43.33	378.07	100.0%	38.85	100.0%	416.916	99.8%	660.09	100.1%	
Reject %	21.3%	22.5%	26.2%	20.3%	30.0%	23.7%		30.3%		24.3%		24.3%		
2022 Reject %	<u>31.8%</u>	<u>31.8%</u>	<u>39.5%</u>	<u>28.7%</u>	<u>39.5%</u>	<u>33.0%</u>		<u>41.4%</u>		<u>33.9%</u>		<u>33.9%</u>		
	-10.54%	-9.31%	-13.26%	-8.40%	-9.52%	-9.35%		-11.10%		-9.63%		-9.63%		

EXHIBIT A.2-4 (B)

Example of CRC Quarterly Recycling Revenue Share Report

**2nd Quarter 2023 Clark County and City of Vancouver Recycling Revenue Share
Tons Processed and Sold by Columbia Resource Company**

		Apr	May	Jun	Total	
City Tons						
	SF	841.85	973.41	921.42	2,736.68	36.0%
	MF	124.93	132.11	127.25	384.29	76.4%
	MF OCC Cage	161.10	154.55	157.22	472.87	79.0%
		1,127.88	1,260.07	1,205.89	3,593.84	
Total Adjusted City Tons					3,593.84	
County Tons						
	SF	1,475.65	1,735.34	1,644.43	4,855.42	64.0%
	MF	39.30	41.56	37.87	118.73	23.6%
	MF OCC Cage	42.62	41.15	41.86	125.63	21.0%
		1,557.57	1,818.05	1,724.16	5,099.78	
Total Adjusted County Tons					5,099.78	
Total Adjusted Tons					8,693.62	
Total Tons Delivered						
	SF	7,592.10				
	MF	503.02				
SF MF Delivered For Processing		8,095.12				
MF OCC Cages		598.50				
SF MF Delivered For Processing		8,693.62				
County/City Percentage Split						
	City	41.34%				
	County	58.66%				
Q2-23 Revenue After Processing		\$ 77,780.41				
City Share		\$ 32,153.50				
County Share		\$ 45,626.90				
		\$ 77,780.41				

EXHIBIT A.2-4 (C)

Annual Report - Revenue Retained from Sales of Recyclables

	2023-Q2	2023-Q1	2022-Q4	2022-Q3	Average	Total
Revenue	\$ 463,120	\$ 412,625	\$ 321,588	\$ 659,186	\$ 464,130	\$ 1,856,519
Total Tons	8,694	8,873	8,444	9,080	8,772.70	35,091
Processing Fee (\$37.83/ton 2022) (\$40.49/ton 2023)	\$ 352,005	\$ 359,268	\$ 319,453	\$ 343,487	\$ 343,553.14	\$ 1,374,213
Net Revenue	\$ 111,115	\$ 53,357	\$ 2,135	\$ 315,700	\$ 120,576.64	\$ 482,307
Rev Share 30% to CRC	\$ 33,334	\$ 16,007	\$ 641	\$ 94,710	\$ 36,172.99	\$ 144,692
Rate/Ton	\$ 44.32	\$ 42.29	\$ 37.91	\$ 48.26	\$ 43.20	N/A
Processing Fee	\$ 40.49	\$ 40.49	\$ 37.83	\$ 37.83	\$ 39.16	N/A
Variance	\$ 3.83	\$ 1.80	\$ 0.08	\$ 10.43	\$ 4.04	N/A
Remainder to the County (portions to City and Vancouver Hauling)	\$ 77,780	\$ 37,350	\$ 1,495	\$ 220,990	\$ 84,403.65	\$ 337,615

EXHIBIT A.2-4 (D)**Processing Fee MOA****Annual Report-Allocated Revenue from Sales of Recyclables by Commodity Type**

Tons Processed and Sold (See Note 1)

Commodity Type	Allocation Study Percentage	Allocated Tons	Average Market Value	Actual Revenue/ Cost
MWP	5.9%	2,082	\$6.09	\$12,671
OCC	21.8%	7,648	\$69.36	\$530,483
ONP	11.6%	4,084	\$63.09	\$257,619
Oil	1.0%	364	\$0.00	\$0
Tin	1.8%	642	\$144.95	\$93,113
Milk Jug (HDPE)	0.7%	250	\$1,024.53	\$256,112
Colored HDPE	0.8%	264	\$161.60	\$42,643
PET	1.6%	544	\$84.64	\$46,069
Rigid	0.2%	58	\$34.74	\$2,020
Aluminum	1.1%	396	\$1,300.38	\$515,182
Glass	18.4%	6,460	(\$12.75)	-\$82,368
Tetra (MCDB)	0.0%	12	\$0.00	\$0
Scrap Metal	0.7%	259	\$169.31	\$43,822
Reject/Residual	34.3%	12,023	\$0.00	\$0
Annual Total/Average	100.0%	35,087	\$48.95	\$1,717,365

Notes:

1. Sold Materials may include inventory from 2nd Quarter of prior year
2. Total Allocated Tons from Exhibit D

EXHIBIT A.2-4 (D)									
Jul 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
44743MWP	189.98	\$ 36.25	\$ 6,669.66	328.87 Newsprint	31.42 ONP	20.60%	5.81 ONP	2.85%	617.59
44743OCC	562.98	\$ 150.00	\$ 84,447.48	176.08 Mixed Fiber	7.91 Mixed Fiber	5.16%	4.89 MWP	2.20%	162.65
44743Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
44743News	360.29	\$ 108.25	\$ 38,281.15	544.10 Cardboard	18.87 OCC	12.32%	126.06 OCC	61.81%	18,909.22
44743OI	33.04	-	-	405.14 Glass	19.00 Glass	12.39%	0.00 Glass	0.00%	-
44743Tin	57.35	\$ 132.27	\$ 7,585.69	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
44743Mik Jug (HDPE)	22.21	\$ 1,050.00	\$ 23,119.33	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
44743Colored Mik Jug (HDPE)	22.47	\$ 410.00	\$ 9,623.70	54.27 Tin cans	3.02 Tin cans	2.01%	0.69 Tin	0.31%	91.72
44743PET	48.52	\$ 125.00	\$ 6,065.59	34.63 aluminum	1.10 aluminum	0.72%	0.27 aluminum	0.13%	37.82
44743Rigid	5.28	-	-	46.01 Pet plastic	2.52 Pet plastic	1.64%	0.67 PET	0.33%	84.13
44743Aluminum	35.73	\$ 1,420.00	\$ 50,913.57	22.39 Col Mik Jug (HDPE)	1.08 Col Mik Jug (HDPE)	0.70%	0.41 Colored HDPE	0.20%	167.24
44743Glass	424.35	\$ (12.75)	\$ (5,407.81)	20.99 Mik Jug (HDPE)	1.22 Mik Jug (HDPE)	0.80%	0.37 Mik Jug (HDPE)	0.18%	385.47
44743Glass Plant	0.00	-	-	0.98 MCOB	0.08 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
44743Tetra (MCOB)	1.08	-	-	22.33 Ferrous	0.44 Ferrous	0.29%	0.78 Scrap Metal	0.38%	140.08
44743Scrap Metal	2.77	\$ 180.75	\$ 4,116.35	5.08 Rigid	0.20 Rigid	0.13%	0.00 Rigid	0.00%	-
44743Reject/Residual	1,017.24	-	\$ 36,820	33.33 Oil	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL	2,798.39	\$ 225,614.72	\$ 80,6230	950.92 Reject	68.32 Reject	43.27%	64.35 Reject/Residual	31.55%	-
				2,645.11	100.00%	153.28	203.95	100.00%	\$ 102,652.2
Aug 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
44774MWP	189.07	\$ 24.91	\$ 4,709.46	337.41 Newsprint	33.47 ONP	20.60%	5.50 ONP	2.85%	561.76
44774OCC	578.33	\$ 141.29	\$ 81,711.17	180.64 Mixed Fiber	8.43 Mixed Fiber	5.16%	4.25 MWP	2.20%	105.83
44774Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
44774News	370.87	\$ 102.08	\$ 37,851.67	568.21 Cardboard	20.87 OCC	12.32%	119.37 OCC	61.81%	16,866.13
44774OI	34.21	-	-	415.65 Glass	20.24 Glass	12.39%	0.00 Glass	0.00%	-
44774Tin	58.96	\$ 121.37	\$ 7,155.82	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
44774Mik Jug (HDPE)	22.83	\$ 930.00	\$ 21,234.73	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
44774Colored Mik Jug (HDPE)	24.12	\$ 210.00	\$ 5,065.36	55.68 Tin cans	3.22 Tin cans	2.01%	0.66 Tin	0.31%	79.70
44774PET	49.88	-	-	35.53 aluminum	1.17 aluminum	0.72%	0.25 aluminum	0.13%	324.21
44774Rigid	5.42	-	-	47.20 Pet plastic	2.68 Pet plastic	1.64%	0.84 PET	0.33%	-
44774Aluminum	36.70	\$ 1,291.31	\$ 47,389.64	22.97 Col Mik Jug (HDPE)	1.15 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	81.11
44774Glass	425.89	\$ (12.75)	\$ (5,557.60)	21.53 Mik Jug (HDPE)	1.35 Mik Jug (HDPE)	0.80%	0.35 Mik Jug (HDPE)	0.18%	323.30
44774Glass Plant	0.00	-	-	1.00 MCOB	0.09 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
44774Tetra (MCOB)	1.09	-	-	22.91 Ferrous	0.47 Ferrous	0.29%	0.73 Scrap Metal	0.38%	117.42
44774Scrap Metal	23.38	\$ 160.00	\$ 3,741.07	5.21 Rigid	0.21 Rigid	0.13%	0.00 Rigid	0.00%	-
44774Reject/Residual	1,046.23	-	\$ 36,376	34.19 Oil	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL	2,877.00	\$ 203,301.95	\$ 70,6646	975.58 Reject	70.65 Reject	43.27%	60.93 Reject/Residual	31.55%	-
				2,713.72	100.00%	163.28	287.70	100.00%	\$ 95,580.5
Sep 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
44805MWP	184.69	\$ 36.25	\$ 6,694.89	329.36 Newsprint	33.15 ONP	20.60%	5.50 ONP	2.80%	605.46
44805OCC	564.83	\$ 101.17	\$ 57,143.81	176.34 Mixed Fiber	8.35 Mixed Fiber	5.16%	4.25 MWP	2.16%	154.02
44805Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
44805News	382.51	\$ 110.00	\$ 39,875.52	544.91 Cardboard	19.82 OCC	12.32%	119.37 OCC	60.74%	12,077.06
44805OI	33.39	-	-	405.74 Glass	20.04 Glass	12.39%	0.00 Glass	0.00%	-
44805Tin	57.80	\$ 122.27	\$ 7,042.75	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
44805Mik Jug (HDPE)	22.31	\$ 850.00	\$ 18,961.19	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
44805Colored Mik Jug (HDPE)	23.87	\$ 170.00	\$ 4,006.05	54.36 Tin cans	2.69 Tin cans	2.01%	0.66 Tin	0.31%	80.29
44805PET	48.73	\$ 48.40	\$ 2,358.59	34.68 aluminum	1.16 aluminum	0.72%	0.25 aluminum	0.13%	297.52
44805Rigid	5.29	-	-	46.08 Pet plastic	2.73 Pet plastic	1.64%	0.84 PET	0.32%	30.85
44805Aluminum	36.42	\$ 1,050.00	\$ 42,471.17	22.43 Col Mik Jug (HDPE)	1.14 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	65.56
44805Glass	425.79	\$ (12.75)	\$ (5,428.78)	21.02 Mik Jug (HDPE)	1.29 Mik Jug (HDPE)	0.80%	0.35 Mik Jug (HDPE)	0.18%	295.49
44805Glass Plant	0.00	-	-	0.98 MCOB	0.09 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
44805Tetra (MCOB)	1.07	-	-	22.36 Ferrous	0.47 Ferrous	0.29%	0.73 Scrap Metal	0.37%	129.01
44805Scrap Metal	22.83	\$ 175.78	\$ 4,013.27	5.09 Rigid	0.21 Rigid	0.13%	0.00 Rigid	0.00%	-
44805Reject/Residual	1,022.30	-	\$ 36,376	33.38 Oil	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL	2,810.74	\$ 177,138.67	\$ 63,0221	952.33 Reject	69.97 Reject	43.27%	60.93 Reject/Residual	31.00%	-
				2,649.03	100.00%	161.71	196.53	100.00%	\$ 98,894
Oct 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
44835MWP	144.50	\$ (13.75)	\$ (1,986.86)	253.88 Newsprint	34.04 ONP	20.60%	5.51 ONP	2.85%	385.99
44835OCC	440.48	\$ 38.88	\$ 17,124.49	135.92 Mixed Fiber	8.57 Mixed Fiber	5.16%	4.26 MWP	2.20%	(58.53)
44835Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
44835News	287.92	\$ 70.00	\$ 20,154.35	420.03 Cardboard	20.49 OCC	12.32%	119.59 OCC	61.81%	4,649.24
44835OI	25.74	-	-	465.35 Glass	20.58 Glass	12.39%	0.00 Glass	0.00%	-
44835Tin	45.23	\$ 112.27	\$ 5,078.22	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
44835Mik Jug (HDPE)	17.53	\$ 750.00	\$ 13,144.21	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
44835Colored Mik Jug (HDPE)	18.46	\$ 110.00	\$ 2,030.19	41.89 Tin cans	3.34 Tin cans	2.01%	0.66 Tin	0.34%	73.85
44835PET	34.24	\$ 35.00	\$ 1,338.51	26.73 aluminum	1.19 aluminum	0.72%	0.25 aluminum	0.13%	314.41
44835Rigid	4.13	-	-	35.52 Pet plastic	2.73 Pet plastic	1.64%	0.84 PET	0.33%	22.35
44835Aluminum	32.92	\$ 1,250.00	\$ 41,095.06	17.79 Col Mik Jug (HDPE)	1.17 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	42.17
44835Glass	465.93	\$ (12.75)	\$ (6,305.60)	16.20 Mik Jug (HDPE)	1.33 Mik Jug (HDPE)	0.80%	0.35 Mik Jug (HDPE)	0.18%	261.20
44835Glass Plant	0.00	-	-	0.76 MCOB	0.09 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
44835Tetra (MCOB)	0.85	-	-	17.24 Ferrous	0.48 Ferrous	0.29%	0.74 Scrap Metal	0.38%	124.72
44835Scrap Metal	17.72	\$ 169.64	\$ 3,002.63	3.92 Rigid	0.21 Rigid	0.13%	0.00 Rigid	0.00%	-
44835Reject/Residual	805.93	-	\$ -	25.73 Oil	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL	2,360.59	\$ 88,598.19	\$ 37,5322	734.07 Reject	71.86 Reject	43.27%	61.04 Reject/Residual	31.55%	-
				2,194.52	100.00%	166.67	193.48	100.00%	\$ 30,058.9
Nov 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
44866MWP	167.32	\$ (13.75)	\$ (2,300.60)	294.98 Newsprint	37.28 ONP	20.60%	5.51 ONP	2.85%	62.02
44866OCC	510.42	\$ 76.15	\$ 38,867.36	157.93 Mixed Fiber	9.38 Mixed Fiber	5.16%	4.26 MWP	2.20%	(58.52)
44866Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
44866News	332.24	\$ 11.25	\$ 3,736.98	488.02 Cardboard	22.40 OCC	12.32%	119.58 OCC	61.81%	9,105.56
44866OI	29.91	-	-	557.00 Glass	21.71 Glass	12.39%	0.00 Glass	0.00%	-
44866Tin	52.33	\$ 102.27	\$ 5,351.86	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
44866Mik Jug (HDPE)	20.27	\$ 850.00	\$ 17,232.73	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
44866Colored Mik Jug (HDPE)	21.37	\$ 110.00	\$ 2,350.22	48.67 Tin cans	3.66 Tin cans	2.01%	0.66 Tin	0.34%	67.27
44866PET	21.22	\$ 34.00	\$ 1,548.79	31.06 aluminum	1.21 aluminum	0.72%	0.25 aluminum	0.13%	288.03
44866Rigid	4.79	-	-	41.27 Pet plastic	2.98 Pet plastic	1.64%	0.84 PET	0.33%	22.34
44866Aluminum	32.38	\$ 1,050.00	\$ 38,352.08	20.08 Col Mik Jug (HDPE)	1.28 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	42.56
44866Glass	579.53	\$ (12.75)	\$ (7,389.03)	18.82 Mik Jug (HDPE)	1.45 Mik Jug (HDPE)	0.80%	0.35 Mik Jug (HDPE)	0.18%	295.99
44866Glass Plant	0.00	-	-	0.88 MCOB	0.10 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
44866Tetra (MCOB)	0.98	-	-	20.03 Ferrous	0.52 Ferrous	0.29%	0.74 Scrap Metal	0.38%	113.95
44866Scrap Metal	20.55	\$ 155.00	\$ 3,185.93	4.55 Rigid	0.24 Rigid	0.13%	0.00 Rigid	0.00%	-
44866Reject/Residual	931.58	-	\$ -	29.89 Oil	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL	2,747.91	\$ 10,036.31	\$ 36,7320	852.91 Reject	78.60 Reject	43.27%	61.04 Reject/Residual	31.55%	-
				2,566.11	100.00%	181.80	193.46	100.00%	\$ 51,427.6
Dec 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
44898MWP	168.80	\$ (14.04)	\$ (2,341.39)	292.90 Newsprint	39.63 ONP	20.60%	5.49 ONP	2.85%	268.23
44898OCC	508.41	\$ 53.75	\$ 27,328.07	156.82 Mixed Fiber	9.98 Mixed Fiber	5.16%	4.23 MWP	2.20%	(59.44)
44898Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
44898News	332.54	\$ 48.90	\$ 16,260.06	484.59 Cardboard	23.82 OCC	12.32%	118.97 OCC	61.81%	6,395.01
44898OI	29.70	-	-	568.20 Glass	22.17 Glass	12.39%	0.00 Glass	0.00%	-
44898Tin	52.22	\$ 114.34	\$ 5,970.99	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
44898Mik Jug (HDPE)	20.23	\$ 1,027.00	\$ 20,785.79	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
44898Colored Mik Jug (HDPE)	21.31	-	-	48.33 Tin cans	3.89 Tin cans	2.01%	0.65 Tin	0.34%	74.83
44898PET	44.15	\$ 40.70	\$ 2,194.31	30.84 aluminum	1.39 aluminum	0.72%	0.25 aluminum	0.13%	323.60
44898Rigid	4.77	-	-	40.86 Pet plastic	3.17 Pet plastic	1.64%	0.84 PET	0.33%	31.57
44898Aluminum	32.23	\$ 1,203.23	\$ 45,679.37	19.94 Col Mik Jug (HDPE)	1.38 Col Mik Jug (HDPE)	0.70%	0.38 Colored HDPE	0.20%	-
44898Glass	592.17	\$ (12.75)	\$ (7,550.11)	18.69 Mik Jug (HDPE)	1.54 Mik Jug (HDPE)	0.80%	0.35 Mik Jug (HDPE)	0.18%	355.92
44898Glass Plant	0.00	-	-	0.87 MCOB	0.11 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
44898Tetra (MCOB)	0.98	-	-	19.89 Ferrous	0.58 Ferrous	0.29%	0.73 Scrap Metal	0.38%	157.90

44958Aluminum	Feb-23 Aluminum	23.97	\$ 1,585.00	\$	37,986.12	1.17%	14.83 Col Milk Jug (HDPE)	0.78%	1.02 Col Milk Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	42.77
44958Glass	Feb-23 Glass	436.11	\$ (12.75)	\$	(5,560.41)	21.32%	13.89 Milk Jug (HDPE)	0.73%	1.15 Milk Jug (HDPE)	0.80%	0.35 Milk Jug (HDPE)	0.18%	367.45
44958Glass Plant	Feb-23 Glass	0.00	\$	\$	-	0.00%	0.65 MCD8	0.00%	0.08 MCD8	0.00%	0.04 Tetra (MCD8)	0.02%	-
44958Tetra (MCD8)	Feb-23 Tetra (MCD8)	0.73	\$	\$	-	0.04%	14.79 Ferrous	0.78%	0.42 Ferrous	0.29%	0.74 Scrap Metal	0.38%	140.37
44958Scrap (Ferrous)	Feb-23 Scrap Metal	15.20	\$ 190.00	\$	2,888.62	0.74%	3.36 Rigid	0.18%	0.19 Rigid	0.13%	0.00 Rigid	0.00%	-
44958Reject	Feb-23 Reject/Residual	692.17	\$	\$	-	33.83%	22.07 Oil	1.16%	0.01 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL		2,045.87	\$	\$ 100,765.15	100%	\$	620.63 Reject	31.11%	62.53 Reject	43.37%	61.34 Reject/Residual	31.55%	-
							1,901.35	100.00%	144.52	100.00%	2,045.87	0.00	OK
											194.42	100%	\$ 9,816.04 \$ 50.4888
Mar 23													
		WCI Received	Rate				Waste Conn		WCMultifamily		WCI MF Cags	Type	Alloc Revenue
44986MWP	Mar-23 MWP	193.53	\$ (1.79)	\$	(688.25)	6.00%	323.08 Newsprint	11.43%	41.94 ONP	20.50%	4.54 ONP	2.85%	284.12
44986OCC	Mar-23 OCC	559.71	\$ 75.00	\$	41,978.31	18.47%	172.97 Mixed Fiber	6.12%	10.56 Mixed Fiber	5.16%	4.28 MWP	2.20%	(16.05)
44986Magazines	Mar-23 ONP	0.00	\$	\$	-	0.00%	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-
44986News	Mar-23 ONP	365.01	\$ 51.25	\$	18,706.83	12.04%	534.51 Cardboard	18.91%	25.21 OCC	12.32%	120.23 OCC	61.81%	9,017.46
44986OI	Mar-23 Oi	32.78	\$	\$	-	1.08%	625.67 Glass	22.14%	25.38 Glass	12.38%	0.00 Glass	0.00%	-
44986Tin	Mar-23 Tin	57.42	\$ 209.26	\$	12,016.74	1.89%	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-
44986Mik Jug (HDPE)	Mar-23 Mik Jug (HDPE)	22.25	\$ 1,130.00	\$	25,140.79	0.73%	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-
44986Colored HDPE	Mar-23 Colored HDPE	23.44	\$ 100.00	\$	3,515.87	0.77%	53.31 In cans	1.86%	4.11 In cans	2.81%	0.66 Tin	0.34%	138.40
44986PET	Mar-23 PET	48.56	\$ 75.00	\$	3,641.68	1.60%	34.02 aluminum	1.20%	1.47 aluminum	0.72%	0.25 aluminum	0.13%	350.23
44986Rigid	Mar-23 Rigid	5.25	\$ 41.60	\$	218.53	0.17%	45.20 Pet plastic	1.60%	3.36 Pet plastic	1.64%	0.64 PET	0.33%	48.14
44986Aluminum	Mar-23 Aluminum	35.49	\$ 1,385.00	\$	49,148.81	1.17%	22.00 Col Milk Jug (HDPE)	0.78%	1.44 Col Milk Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	58.36
44986Glass	Mar-23 Glass	651.03	\$ (12.75)	\$	(8,300.40)	21.48%	20.62 Milk Jug (HDPE)	0.73%	1.63 Milk Jug (HDPE)	0.80%	0.35 Milk Jug (HDPE)	0.18%	395.65
44986Glass Plant	Mar-23 Glass	0.00	\$	\$	-	0.00%	0.96 MCD8	0.03%	0.11 MCD8	0.05%	0.04 Tetra (MCD8)	0.02%	-
44986Tetra (MCD8)	Mar-23 Tetra (MCD8)	1.07	\$	\$	-	0.04%	21.94 Ferrous	0.78%	0.59 Ferrous	0.29%	0.74 Scrap Metal	0.38%	162.62
44986Scrap (Ferrous)	Mar-23 Scrap Metal	22.53	\$ 220.00	\$	4,956.14	0.74%	4.99 Rigid	0.18%	0.26 Rigid	0.13%	0.00 Rigid	0.00%	-
44986Reject	Mar-23 Reject/Residual	1,029.68	\$	\$	-	33.74%	32.74 Oil	1.16%	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL		3,030.73	\$	\$ 100,334.84	100%	\$	934.15 Reject	33.06%	88.53 Reject	43.27%	61.37 Reject/Residual	31.55%	-
							2,826.14	100.00%	204.59	100.00%	3,030.73	0.00	OK
											194.52	100%	\$ 10,438.94 \$ 53.6651
Apr 23													
		WCI Received	Rate				Waste Conn		WCMultifamily		WCI MF Cags	Type	Alloc Revenue
45017MWP	Apr-23 MWP	150.14	\$ (2.55)	\$	(382.27)	4.95%	264.59 Newsprint	9.36%	33.66 ONP	16.45%	6.81 ONP	2.98%	297.56
45017OCC	Apr-23 OCC	457.98	\$ 80.00	\$	36,638.50	15.11%	141.66 Mixed Fiber	5.01%	8.48 Mixed Fiber	4.14%	4.48 MWP	2.30%	(11.41)
45017Magazines	Apr-23 ONP	0.00	\$ 54.00	\$	-	0.00%	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-
45017News	Apr-23 ONP	298.25	\$ 51.25	\$	15,285.58	9.84%	437.75 Cardboard	16.49%	20.23 OCC	9.89%	125.92 OCC	64.73%	10,073.55
45017OI	Apr-23 Oi	28.83	\$	\$	-	0.89%	515.36 Glass	18.24%	20.30 Glass	9.89%	0.00 Glass	0.00%	-
45017Tin	Apr-23 Tin	46.96	\$ 253.96	\$	11,926.87	1.55%	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-
45017Mik Jug (HDPE)	Apr-23 Mik Jug (HDPE)	18.19	\$ 1,170.00	\$	21,287.54	0.60%	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-
45017Colored HDPE	Apr-23 Colored HDPE	19.17	\$ 100.00	\$	2,875.91	0.83%	43.66 In cans	1.54%	3.30 In cans	1.81%	0.69 Tin	0.36%	175.91
45017PET	Apr-23 PET	39.71	\$ 85.00	\$	3,375.48	1.31%	27.86 aluminum	0.99%	1.18 aluminum	0.58%	0.26 aluminum	0.14%	331.50
45017Rigid	Apr-23 Rigid	4.30	\$ 41.60	\$	178.79	0.14%	37.02 Pet plastic	1.31%	2.70 Pet plastic	1.32%	0.67 PET	0.35%	57.14
45017Aluminum	Apr-23 Aluminum	29.04	\$ 1,251.72	\$	36,348.32	0.96%	18.02 Col Milk Jug (HDPE)	0.64%	1.16 Col Milk Jug (HDPE)	0.87%	0.41 Colored HDPE	0.21%	61.12
45017Glass	Apr-23 Glass	535.72	\$ (12.75)	\$	(6,830.41)	17.68%	16.88 Milk Jug (HDPE)	0.65%	1.31 Milk Jug (HDPE)	0.64%	0.37 Milk Jug (HDPE)	0.19%	429.03
45017Glass Plant	Apr-23 Glass	0.00	\$	\$	-	0.00%	0.79 MCD8	0.03%	0.09 MCD8	0.04%	0.04 Tetra (MCD8)	0.02%	-
45017Tetra (MCD8)	Apr-23 Tetra (MCD8)	0.88	\$	\$	-	0.03%	17.97 Ferrous	0.64%	0.47 Ferrous	0.23%	0.77 Scrap Metal	0.40%	158.70
45017Scrap (Ferrous)	Apr-23 Scrap Metal	18.44	\$ 205.00	\$	3,780.25	0.61%	4.09 Rigid	0.14%	0.21 Rigid	0.10%	0.00 Rigid	0.00%	-
45017Reject	Apr-23 Reject/Residual	836.11	\$	\$	-	27.59%	26.81 Oil	0.86%	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL		2,481.73	\$	\$ 124,484.57	92%	\$	765.05 Reject	27.07%	71.06 Reject	34.73%	64.27 Reject/Residual	33.04%	-
							2,317.96	92.00%	164.23	80.27%	2,481.73	0.00	OK
											205.72	100%	\$ 11,573.09 \$ 56.8088
May 23													
		WCI Received	Rate				Waste Conn		WCMultifamily		WCI MF Cags	Type	Alloc Revenue
45047MWP	May-23 MWP	175.38	\$ 1.25	\$	219.24	5.79%	310.83 Newsprint	11.00%	35.60 ONP	17.40%	6.58 ONP	2.87%	285.84
45047OCC	May-23 OCC	535.65	\$ 85.00	\$	45,530.10	17.67%	166.42 Mixed Fiber	5.89%	8.97 Mixed Fiber	4.38%	4.31 MWP	2.21%	5.38
45047Magazines	May-23 ONP	0.00	\$ 54.00	\$	-	0.00%	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-
45047News	May-23 ONP	340.43	\$ 51.25	\$	17,754.66	11.83%	514.25 Cardboard	18.20%	21.40 OCC	10.40%	120.86 OCC	62.18%	10,281.78
45047OI	May-23 Oi	31.52	\$	\$	-	1.04%	591.66 Glass	20.84%	21.53 Glass	10.62%	0.00 Glass	0.00%	-
45047Tin	May-23 Tin	54.78	\$ 160.69	\$	9,296.15	1.81%	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-
45047Mik Jug (HDPE)	May-23 Mik Jug (HDPE)	21.22	\$ 1,270.00	\$	26,950.04	0.70%	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-
45047Colored HDPE	May-23 Colored HDPE	22.39	\$ 190.00	\$	4,253.67	0.74%	51.29 In cans	1.81%	3.49 In cans	1.71%	0.67 Tin	0.34%	112.91
45047PET	May-23 PET	46.34	\$ 426.16	\$	19,746.17	1.53%	32.73 aluminum	1.16%	1.25 aluminum	0.61%	0.25 aluminum	0.13%	332.01
45047Rigid	May-23 Rigid	5.02	\$ 135.80	\$	682.27	0.17%	43.48 Pet plastic	1.54%	2.85 Pet plastic	1.39%	0.65 PET	0.33%	275.22
45047Aluminum	May-23 Aluminum	33.98	\$ 1,305.00	\$	44,338.14	1.12%	21.16 Col Milk Jug (HDPE)	0.75%	1.22 Col Milk Jug (HDPE)	0.80%	0.39 Colored HDPE	0.20%	74.37
45047Glass	May-23 Glass	613.18	\$ (12.75)	\$	(7,818.10)	20.23%	19.83 Milk Jug (HDPE)	0.79%	1.39 Milk Jug (HDPE)	0.69%	0.35 Milk Jug (HDPE)	0.18%	447.37
45047Glass Plant	May-23 Glass	0.00	\$	\$	-	0.00%	0.93 MCD8	0.03%	0.09 MCD8	0.05%	0.04 Tetra (MCD8)	0.02%	-
45047Tetra (MCD8)	May-23 Tetra (MCD8)	1.02	\$	\$	-	0.03%	21.11 Ferrous	0.75%	0.50 Ferrous	0.24%	0.74 Scrap Metal	0.38%	73.15
45047Scrap (Ferrous)	May-23 Scrap Metal	21.61	\$ 98.37	\$	2,125.50	0.71%	4.80 Rigid	0.17%	0.22 Rigid	0.11%	0.00 Rigid	0.00%	-
45047Reject	May-23 Reject/Residual	973.90	\$	\$	-	32.33%	31.90 Oil	1.11%	0.62 Oil	0.31%	0.02 Reject/Residual	0.01%	-
TOTAL		2,882.42	\$	\$ 163,077.84	95%	\$	898.75 Reject	31.80%	75.15 Reject	36.73%	61.74 Reject/Residual	31.74%	-
							2,708.75	95.85%	173.67	84.89%	2,882.42	0.00	OK
											195.70	100%	\$ 11,888.03 \$ 60.7462
Jun 23													
		WCI Received	Rate				Waste Conn		WCMultifamily		WCI MF Cags	Type	Alloc Revenue
45078MWP	Jun-23 MWP	165.46	\$ 24.10	\$	3,987.55	5.46% MWP	293.13 Newsprint	10.37%	33.84 ONP	16.64%	5.67 ONP	2.92%	332.59
45078OCC	Jun-23 OCC	505.31	\$ 80.05	\$	40,447.20	16.67% OCC	156.94 Mixed Fiber	5.55%	8.52 Mixed Fiber	4.17%	4.38 MWP	2.25%	105.55
45078Magazines	Jun-23 ONP	0.00	\$ 54.00	\$	-	0.00% ONP	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-
45078News	Jun-23 ONP	326.98	\$ 58.62	\$	19,166.69	10.79% Oil	484.96 Cardboard	17.14%	20.34 OCC	9.94%	123.05 OCC	63.26%	9,849.65
45078OI	Jun-23 Oi	29.72	\$	\$	-	0.98% Tin	569.34 Glass	20.15%	20.47 Glass	10.00%	0.00 Glass	0.00%	-
45078Tin	Jun-23 Tin	51.89	\$ 144.89	\$	7,479.01	1.71% Milk Jug (HDPE)	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-
45078Mik Jug (HDPE)	Jun-23 Mik Jug (HDPE)	20.02	\$ 1,370.00	\$	27,430.04	0.65% Colored HDPE	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-
45078Colored HDPE	Jun-23 Colored HDPE	21.12	\$ 210.00	\$	4,435.64	0.70% PET	46.37 In cans	1.71%	3.32 In cans	1.62%	0.68 Tin	0.35%	97.94
45078PET	Jun-23 PET	43.72	\$ 35.00	\$	1,530.15	1.44% Rigid	30.86 aluminum	1.09%	1.19 aluminum	0.58%	0.26 aluminum	0.13%	317.03
45078Rigid	Jun-23 Rigid	4.74	\$ 198.40	\$	940.35	0.16% Aluminum	41.01 Pet plastic	1.48%	2.71 Pet plastic	1.32%	0.66 PET	0.34%	22.99
45078Aluminum	Jun-23 Aluminum	32.05	\$ 1,225.00	\$	39,361.38	1.06% Glass	19.96 Col Milk Jug (HDPE)	0.71%	1.16 Col Milk Jug (HDPE)	0.87%	0.40 Colored HDPE	0.20%	83.61
45078Glass	Jun-23 Glass	589.81	\$ (12.75)	\$	(7,520.02)	19.46% Tetra (MCD8)	18.70 Milk Jug (HDPE)	0.66%	1.32 Milk Jug (HDPE)	0.64%	0.36 Milk Jug (HDPE)	0.18%	490.93
45078Glass Plant	Jun-23 Glass	0.00	\$	\$	-	0.00% Scrap Metal	0.87 MCD8	0.03%	0.09 MCD8	0.04%	0.04 Tetra (MCD8)	0.02%	-



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Independent Consultant's Report

Mr. Derek Ranta

District Manager, Waste Connections of Vancouver

12115 NE 99th St.

Vancouver, WA 98682

I have completed a cost and operational analysis, as discussed below, of the accounting and operational records of Waste Connections (the Company) as of June 1, 2018, solely to assist the Company in connection with the Clark County and the City of Vancouver recycling processing contract.

My site visit to the material recovery facility in West Vancouver as well as meetings with the Company's accounting staff was coordinated to ensure access to required information, availability of Company managers and supervisors, and needed assistance from office staff. The primary basis for the analysis was from the accounting and operational records of Waste Connections from January 1, 2018 to April 1, 2018.

The processing cost for commingled recycling at the West Vancouver facility was \$127.34 per ton. This amount is expected to remain stable for the remainder of the year if the sorting operations and regulatory requirements remain unchanged.

My work does not constitute an audit conducted in accordance with generally accepted auditing standards, an examination of internal controls or other attestation or review services in accordance with standards established by the American Institute of Certified Public Accountants. Accordingly, I do not express an opinion or any other form of assurance on the reporting or compliance of Waste Connections. It is understood that this report is solely for the Company's information and is not to be referred to or distributed for any purpose to anyone who is not affiliated with the recycling contract review for Clark County and the City of Vancouver.

Bell & Associates, Inc. is pleased to have assisted the Company and appreciate the cooperation received during this engagement from Derek Ranta and the staff at Waste Connections in Vancouver.

Christopher Bell

President, Bell & Associates, Inc.

Bell & Associates, Inc. is not a public accounting firm

EXHIBIT A.2-5

METHODOLOGY FOR DEALING WITH ANY FUTURE DECREASE IN THE CPI

If the net CPI indices percent change (after applying the 82% or other applicable weighting factor) is negative for the prescribed reference period (most recent year compared to previous year), then the annual tipping fee increase shall be deemed “zero” percent and shall not be negative. In the subsequent year(s) the ending “base year” net value that last produced a positive change in the tip fee shall remain the “base year” until such year that the new percent change becomes positive. Subsequent years that do not produce a positive percent change will continue to result in a “zero” percent adjustment to the tipping fee. The following example is used to illustrate this calculation:

FORMULA

$$\frac{(\text{Most Recent Index} - \text{Base Year Index})}{\text{Base Year Index}} \times \text{Applicable Weighting Factor} = \% \text{ Increase in Tip Fee}$$

Where Base Year = Most Recent Year with a Positive Increase in the Index above the previous high point

Example

Year 1: Net Index =	1000	
Year 2: Net Index =	1010	
Year 3: Net Index =	950	
Year 4: Net Index =	990	
Year 5: Net Index =	1050	
Year 6: Net Index =	1060	
Year 2 percent change:	$((1010-1000)/1000) \times 0.82 = \underline{+0.82\%}$	
Year 3 percent change:	$((950-1010)/1010) \times 0.82 = -4.87\%$	call it <u>ZERO</u>
Year 4 percent change:	$((990-1010)/1010) \times 0.82 = -1.62\%$	call it <u>ZERO</u>
Year 5 percent change:	$((1050-1010)/1010) \times 0.82 = \underline{+3.25\%}$	
Year 6 percent change:	$((1060-1050)/1050) \times 0.82 = \underline{+0.78\%}$	

Example Applied to Prior CPI Index for Disposal Contract			
June 2007 Index =	201.217		
June 2008 Index =	209.456	Percent change 2008/07	$((209.456-201.217)/201.217) \times 0.82 = \underline{+3.358}$
June 2009 Index =	207.898	Percent change 2009/08	$((207.898-209.456)/209.456) \times 0.82 = -0.610 \underline{\text{ZERO}}$
June 2010 Index =	213.036	Percent change 2010/09	$((213.036-209.456)/209.456) \times 0.82 = \underline{+1.402}^*$
June 2011 Index =	218.872	Percent change 2011/10	$((218.872-213.036)/213.036) \times 0.82 = \underline{+2.246}$
<i>* The following calculation was used for setting the 2011 Actual Tipping Fee:</i> $((213.036-207.898)/207.898) \times 0.82 = \underline{+2.027}$			

EXHIBIT A.2-6 NON-PERFORMANCE FEES

The following acts or omissions shall be considered non-compliance with the Contract and the County Program Representative and Vancouver Contract Representative have the right to require payment by the Contractor of the fees set forth for each act or omission separate from the Contractor's costs related to resolving the non-performance instance:

Receiving

1. Failure to accept materials during scheduled hours of operation – \$500 per hour, up to \$5,000 per day per Facility

General Operations

2. Failure to comply with notice requirements regarding transitioning from primary plan to back up plan – \$250 per instance per day
3. Failure to clear tip floor per work day - \$3,000 per Facility per day. Except as approved by Operations Plan.
4. Failure to comply with any material prescribed procedures or requirements of a Facility Operations Plan –
 - 4.1. 1st instance in Contract year – written notice
 - 4.2. 2nd instance in Contract year – \$250 per instance per Facility
 - 4.3. Every additional instance in Contract year – \$500 per instance per Facility

General Equipment, Maintenance, and Facility Condition

5. Failure to comply with equipment maintenance or operation requirement –
 - 5.1. 1st instance in Contract year – written notice
 - 5.2. 2nd instance in Contract year – \$250 per instance per Facility
 - 5.3. Every additional instance in Contract year – \$500 per instance per Facility
6. Failure to comply with Facility maintenance or operation requirement –
 - 6.1. 1st instance in Contract year – written notice
 - 6.2. 2nd instance in Contract year – \$250 per instance per Facility

6.3. Every additional instance in Contract year – \$500 per instance per Facility

Disposal/Processing Facilities

7. Disposal or incineration of uncontaminated source-separated Recyclables without the prior written permission of the County Program Representative or Vancouver Contract Representative, and/or State of Oregon- \$250 per ton
8. Causing any material delivered to the Contractor via the Contract to be delivered to any backup or other Facility without the written consent of the County Representative in accordance with the procedures in this Contract: \$2,000 for the first occurrence and \$5,000 per occurrence thereafter
9. Improper storage of bales pursuant to the Operations Plan - \$250 per bale, per day

Planning and Reporting

10. Failure to comply with drafting and updating Operations Plans as required- \$100 per instance per day
11. Failure to comply with Contract and regulatory reporting as required- \$100 per instance per day

Customer Service

12. Failure to maintain and publish accurate Fees, charges and rates at the scale house, online, in publications, on billing statement, etc.- \$100 per instance per day
13. Failure to comply with Drop-off Area requirements –
 - 13.1. 1st instance in Contract year- written notice
 - 13.2. 2nd instance in Contract year- \$250 per instance per Facility
 - 13.3. Every additional instance in Contract year- \$500 per instance per Facility

Accounting

14. Failure to maintain accounting by Facility –
 - 14.1. 1st instance in Contract year – written notice
 - 14.2. 2nd instance in Contract year – \$250 per instance
 - 14.3. Every additional instance in Contract year – \$500 per instance

EXHIBIT A.2-7
APPROVED RECYCLABLE MATERIALS TO BE PROCESSED
AT RECYCLING PROCESSING CENTER

1. Mixed waste paper
2. Newspaper
3. Cardboard
4. Source separated shredded paper
5. Milk Cartons and drink or liquid boxes (aseptic containers)
6. Narrow neck plastic bottles, jugs, and jars (typically PET and HDPE resins but can be manufactured with other resins)
7. Plastic yogurt and margarine tubs (typically polypropylene (PP) resin)
8. Plastic buckets and nursery pots five gallons or less (typically ridged HDPE resins)
9. Aluminum containers (typically ABCs)
10. Steel and tin containers, including empty aerosols
11. Ferrous and nonferrous scrap metal
12. Glass food and beverage containers, all colors
13. White Goods (non-freon containing)
14. Vehicle Batteries
15. Used motor oil and antifreeze (delivered in sealed clear plastic jugs)
16. Film Plastic (typically HDPE and LDPE, subject to market availability)
17. Propane tanks and canisters
18. Materials covered by State EPR, including Paint covered by Paint Care, E-Waste covered by WA E-cycles program
19. Sharps
20. EPS Block Foam (subject to market availability)

MASTER SERVICE AGREEMENT
ATTACHMENT A.3

HDC.1818

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666

and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and
Regional Solid Waste System Capital Improvements
Services

Description: Regional Solid Waste System Capital Improvements Services

Supplier Contract Number: N/A

Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818

MSA Contract Period: September 1, 2024 - December 31, 2032

Attachment A.3 Term: September 1, 2024 - December 31, 2032

County Contacts		
Program	Fiscal	Contract
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City Contacts		
Program	Fiscal	Contract
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Contractor Contacts		
Program	Fiscal	Contract
Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com	Jason Hudson 503.884.9332 Jason.hudson@wasteconnections.com	Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com

By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 08/27/24

Dan Schooler, Date
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, Date
City Manager

CLARK COUNTY:

Kathleen Otto, Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, Date
City Attorney

Amanda Migchelbrink 08/26/24

Amanda Migchelbrink, Date
Deputy County Prosecuting Attorney

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1. INITIAL TERM AND EXTENSIONS

- 1.1. **Initial Term and Extensions.** This Attachment A.3, herein referred to as “A.3” shall commence on September 1, 2024, at 12:00 AM, Pacific Time and shall terminate on the same termination timeline of Attachment A.1 including any conditional extension term pursuant to Section 1. This provision in no way limits the County’s or Vancouver’s authority to terminate A.3, in its entirety or in part, at any time during the conditional extension term pursuant to the Master Services Agreement Terms and Conditions Section 4.

2. REGIONAL SOLID WASTE SYSTEM CAPITAL IMPROVEMENTS PROCESSES AND RESPONSIBILITIES

- 2.1. **General.** The Parties agree that the Capital Improvement Projects may be implemented using (1) any process permitted in RCW 36.58.090; (2) a conventional Design-Bid-Build (DBB) process pursuant to chapter 39.04 RCW; or (3) some form of Alternative Project Delivery (APD) method pursuant to chapter 39.10 RCW such as General Contractor-Construction Manager (GCCM), Design-Build (DB), or Progressive Design-Build (PDB) depending on the size, scope, and complexity of the projects.
- 2.1.1. The preliminary step in the implementation of Capital Improvement Projects will be the development of a Regional Solid Waste System Facility Master Plan by the County with participation from the Cities, which is intended to help the County and the Contractor understand the relationship between the Projects and the most efficient order of construction.
- 2.1.2. As the next step, the County may develop preliminary Design Documents for a project or elect to have Contractor be responsible for preliminary design development.
- 2.1.3. The implementation method selected in 2.1, above, for each Project will be determined by mutual agreement of the County and Contractor.
- 2.1.4. Under any selected implementation process the Contractor will serve in an owner role for each Project undertaken consistent with the terms of A.3.
- 2.1.5. Under the selected implementation process, the Parties will discuss the need for and priority of Projects, but the County will make the final decision on the selection of which Projects to move forward with and when, taking into account input from the City of Vancouver and the Contractor.
- 2.1.6. As each Project is selected, amendments to the project-specific CIP Agreement will be executed by the County and the Contractor to provide

additional design and construction details, obligations of the County and Contractor, and costs as described below.

2.1.7. The following discussion sets out in general the details of the DBB and APD processes. The County and Contractor will adjust these details through discussion and mutual agreement on a Project-by-Project basis as the Capital Improvement Program is implemented. If the Parties choose to utilize a process permitted in RCW 36.58.090, the Parties shall comply with the requirements that the Parties determine are appropriate for each project.

2.2. **Conventional Design-Bid-Build Process.** If the County and Contractor agree to use a DBB approach, the County and Contractor will work together to facilitate the development and completion of selected Projects during the term of the Contract.

2.2.1. When a Project has been selected for development, the County and Contractor will negotiate a CIP Agreement similar to Exhibit A.3-1 for design and construction management services for that Project with the intent to create or confirm the Project's: (i) basis of design; (ii) the County's needs and objectives for the Project; and (iii) the steps to advance the Project. Depending on the complexity of the project, the scope and budget for design, and construction management services may be developed in more than one amendment as the County and Contractor mutually agree.

2.2.2. In the DBB process the Contractor will engage a qualified Design Professional firm or firms pursuant to chapter 39.80 RCW, who will prepare project Design Documents.

2.2.3. When Project design is complete, the Contractor will solicit competitive bids from not less than three qualified General Contractor (GC) teams and award a construction contract for the Project to the GC team pursuant to chapter 39.04 RCW.

2.2.3.1. Bids may be lump sum, time and materials, or some combination of the two as the Contractor and the County agree is appropriate given the nature of the Project work. This determination shall be made prior to issuance of the bid package.

2.2.3.2. At the time of construction contract award, the cost of the Project construction will be added to the CIP Agreement by Amendment.

2.2.4. Following construction contract award, the Contractor will oversee and manage the construction phase. The Contractor will utilize other

qualified subcontractors such as testing and inspection consultants to assist with the oversight and quality control of the construction work.

2.2.5. The roles and responsibilities of the Contractor and the County throughout the DBB process shall be more or less as described under the APD process below and as may be modified by mutual agreement of the County and the Contractor.

2.3. **Alternative Project Delivery Process.** If the County and the Contractor agree, the County and Contractor will work together using an APD approach to facilitate the development and completion of selected Projects during the term of the Contract pursuant to chapter 39.10 RCW or to chapter 36.58.090 RCW.

2.3.1. The preliminary step in the APD process will be negotiation of Phase One Services for that Project (generally design tasks), as further described below. The final step will be negotiation of Phase Two Services (generally construction tasks) for the Project as described below.

2.3.2. **Phase One Services.** When a Project has been selected for development, the Parties will negotiate a CIP Agreement similar to Exhibit A.3-1 for Phase One Services for that Project with the intent to create or confirm the Project's: (i) basis of design; (ii) the County's needs and objectives for the Project; and (iii) the steps to advance the Project.

2.3.3. Phase One Services will include design development, preconstruction services, preliminary environmental review (if applicable), and negotiation for Phase Two Services.

2.3.3.1. All design and other Project decisions will be based on cost, schedule, quality, operability, life cycle, and other considerations, with the Contractor's design and construction team providing ongoing, transparent cost estimates as required in A.3.

2.3.3.2. At the point in time where the design has been advanced to an appropriate level of definition that aligns with the County's requirements and as otherwise agreed in the CIP Agreement, the Contractor will provide a formal commercial proposal including the proposed Agreed Maximum Price (AMP) for Phase Two Services to be included in the CIP Supplemental Agreement.

2.3.3.3. The level of design completion needed to establish pricing for Phase Two Services will be stated in the CIP Agreement as it may vary for each Project.

2.3.3.4. Phase One Services will commence upon the County's issuance of a written notice to proceed with Phase One Services for that Project to the Contractor.

2.3.3.5. The Contractor shall ensure that Phase One Services are completed in accordance with the CIP Agreement.

2.3.4. **Phase Two Services.** In connection with establishment of the AMP for Phase Two Services, the County and Contractor will negotiate a CIP Supplemental Amendment (Exhibit A.3-2) for the Phase Two Services for the Project.

2.3.4.1. Phase Two Services will include final design, environmental review (if applicable), permitting, construction, construction quality control and oversight, and commissioning of the Project.

2.3.4.2. The CIP Supplemental Agreement must include all relevant commercial terms and other details for the Project, such as (to the extent applicable to each Project): scope, cost, the Contractor's contingency and use thereof, schedule, GC liquidated damages, GC limitations of liability, GC waiver of consequential damages, GC termination of rights, and all other requirements related to the completed Project.

2.3.4.3. Phase Two Services will commence upon the County's issuance of a written Notice to Proceed with Phase Two Services for that Project to the Contractor. The Contractor shall ensure that Phase Two Services are completed in accordance with the CIP Supplemental Agreement.

2.3.5. **Contractor Responsibilities**

General. The Contractor shall serve as the facility owner and as a contract manager for each Project and ensure that Subcontractors fulfill their obligations under the Subcontracts with Contractor. In this role, Contractor or an authorized agent of the Contractor shall be responsible for:

2.3.5.1. Engaging a General Contractor as necessary to assist in the performance of the Contractor's obligations under Sections 2.2 through 2.3 as it deems in its judgment to be necessary to fulfill the obligations under this Contract.

2.3.5.2. Reviewing and responding, as applicable, to any requests by the County, construction submittals, inspection reports, pay applications, change order requests, material testing reports, and other required submittals and data.

- 2.3.5.3. Being available to meet on site with the representatives of the County and the General Contractor.
- 2.3.5.4. Monitoring the daily construction activities and progress and being present on site from time-to-time as required by the nature of the ongoing construction activities. This includes coordinating with the County and the General Contractor; providing construction observations to confirm that the work is proceeding according to the construction contract documents; and notifying the County if problems, disputes, or changes from the approved final design arise during construction.
- 2.3.5.5. Providing monthly reports summarizing progress for the Project activities, including design and construction progress reports from Subcontractors.
- 2.3.5.6. Coordinating with the County on all design changes from the approved final design, and related construction questions and concerns.
- 2.3.5.7. Managing the General Contractor in establishing the Project schedules with input from the County and ensuring compliance therewith.
- 2.3.5.8. Reporting to the County Program Representative and Vancouver Contract Representative at mutually agreed, regular intervals.
- 2.3.5.9. Ensuring overall site safety and security during each Project
- 2.3.5.10. Securing any and all property rights from third parties necessary and applicable to any Project, including without limitation any rights to conduct testing of subsurface conditions necessary for the Project.
- 2.3.5.11. Unless the County agrees otherwise, these responsibilities shall not be delegated to any Subcontractor and shall not involve operations management staff provided under the Attachments A.1 or A.2. The Contractor's costs for managing these general duties shall be stated in Section 5, Compensation.
- 2.3.5.12. The Contractor shall serve as the County's sole contact with respect to the Projects. The County shall not contact any Subcontractors for a Project without prior or concurrent notice to the Contractor.

2.3.6. Management of Design and Construction. The Parties understand and agree that the Contractor may subcontract with one or more Design Professionals and General Contractors to provide certain design and construction management services. The Design Professional, General Contractor, and any Contractor staff who may perform these services, shall be qualified with relevant experience to lead and manage the capital improvement design and implementation Work. For Projects implemented through an APD process, the General Contractor and Design Professional shall be thoroughly experienced in the project delivery method selected. If the Contractor uses any of its own employees for these services, the Contractor shall not utilize the operations management staff identified in A.1. Any General Contractor engaged by the Contractor under this Contract must be acceptable to the County, which shall be conveyed to the Contractor in writing by the County Program Representative.

2.3.6.1. Management of design and construction services shall include, but are not limited to:

- 2.3.6.1.1. Procurement of design and construction services.
- 2.3.6.1.2. Contracting with and oversight of Subcontractors for design and construction services.
- 2.3.6.1.3. Securing all permits, licenses, and other governmental approvals necessary for construction and compliance therewith.
- 2.3.6.1.4. Ensuring compliance of all Subcontractors with site safety and security protocols during construction.
- 2.3.6.1.5. Establishing project schedules incorporating input from the County and ensuring compliance therewith.
- 2.3.6.1.6. Construction oversight and quality control services.
- 2.3.6.1.7. Management of tasks outlined in Sections 2.2 through 2.3.
- 2.3.6.1.8. Providing or obtaining information for design and construction progress reports for the Project activities.

2.3.7. Design Procurement and Process.

2.3.7.1. **Hiring.** The Contractor shall engage or ensure the engagement of a Design Professional(s) and any other qualified

Subcontractor design firm(s) it deems in its judgment to be necessary to fulfill the obligations under this Contract. Any Subcontractors engaged under this section must be acceptable to the County, which shall be conveyed in writing by the County Program Representative.

2.3.7.2. **Design progress.** Unless the County and Contractor agree in writing otherwise, design for each Project will be progressed in Design Documents from conceptual (approximately 10%), to approximately 30%, 60%, 90%, and final “For Construction”, or as reasonably determined by the Parties in the CIP Agreement. It is anticipated that Contractor’s commercial proposal for Phase Two Services (to be finalized in a CIP Supplemental Agreement) for each Project will be prepared when Project design reaches approximately 90% complete, or as reasonably determined by the Parties in the CIP Agreement.

2.3.7.3. **Design technology.** Design Documents will include drawings and plans prepared with building design software mutually acceptable to the County and Contractor, and fully illustrating all aspects of the facility improvements, and technical specifications prepared in the Construction Specifications Institute’s 41 division Master Format 2020 Edition and three-part section format unless otherwise mutually agreed by the Parties. The County will review in a timely manner and provide comments on each design progress stage of the drawings and specifications (approximately 10%, 30%, 60%, 90%, and final, or as reasonably determined by the Parties in the CIP Agreement).

2.3.7.4. **Cost estimates.** The Contractor will provide the County and Cities with construction cost estimates at the approximately 10%, 30%, and 60% design stages, or as reasonably determined by the County and Contractor in the CIP Agreement. The cost estimates will include all aspects of the construction including taxes, permit fees, and the Contractor’s contingency, as well as other identified variables applicable to the estimates. The cost estimates shall be prepared following the Associations for the Advancement of Cost Estimating (AACE) International’s cost estimate classification system as follows:

Design Level	AACE Cost Estimate Classification
10%	Class 4
30%	Class 3

60%	Class 2
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- 2.3.7.5. The amount in each cost estimate stage for the Contractor's contingency shall be reduced as the design progresses and shall be no more than 10% when the design reaches the point where the Contractor commits to the AMP for Phase Two Services, unless otherwise agreed upon by the Parties in the CIP Supplemental Agreement. The Contractor will control the use and distribution of the Contractor's contingency budget after the final AMP for Phase Two Services is established. In addition to the cost estimates prepared for each stage of the design development, during Phase One the Contractor will provide life cycle cost estimates for design alternatives when requested by the County in order to aid the County's decision-making regarding selection among alternatives with input from the Contractor.
- 2.3.7.6. **Construction schedule.** The Contractor will provide an estimated construction schedule to accompany each design stage submittal at approximately 10%, 30%, 60%, 90% and final design "For Construction", or as reasonably determined by the County and Contractor in the CIP Agreement. The schedules shall be prepared using software mutually acceptable to the County and Contractor. The schedules shall clearly indicate phasing of the construction that reasonably may be required for facility operations to continue without interruption or interference to the extent reasonably possible considering the phase of construction.
- 2.3.7.7. **Design Review.** Party Representatives shall confer at least biweekly by phone or email and shall meet monthly, at times mutually agreeable to the County and Contractor, to review the status of the design progress, and more frequently as necessary to resolve design questions and issues. The meetings may be virtual meetings using video conferencing or in person meetings. The County, after considering input from the City of Vancouver, shall have final approval authority for the design scope of work and design details. Design review meetings will be conducted at each stage of the design development and the County's comments and input to the design will be incorporated as mutually agreed during the design review process.

2.3.8. **Construction Procurement and Process.**

2.3.8.1. **Hiring.** The Contractor shall engage or ensure the engagement of qualified construction firm(s) that in the Contractor's judgment are necessary to fulfill its obligations under the CIP Agreement. Any Subcontractors engaged under this section must be acceptable to the County, which shall be conveyed in writing by the County Program Representative consistent with the requirements under the CIP Agreement.

2.3.8.1.1. Under the APD implementation process, the Contractor shall limit the General Contractor's performance of construction activities for each Project to not more than twenty percent (20%) of the total direct cost of construction, excluding major equipment purchases greater than \$50,000 excluding WSST, unless otherwise agreed by the County and Contractor in a CIP Agreement and/or CIP Supplemental Agreement.

2.3.8.1.2. Under the APD implementation process, the Contractor shall limit the General Contractor's cost for job site and home office management and overhead for each Project to not more than twenty percent (20%) of the total direct cost of construction, excluding major equipment purchases such as the second compactor, unless otherwise agreed by the Parties in a CIP Agreement and/or CIP Supplemental Agreement.

2.3.8.1.3. Under the APD implementation process, not less than sixty percent (60%) of the total direct cost of construction, excluding major equipment purchases, shall be performed by construction Subcontractors procured through a competitive process, with not less than three (3) bids obtained for each construction package, unless a fewer number of bids is approved by the County. The Contractor shall ensure the successful bidder for each construction package is selected on a best value basis which includes consideration of the Subcontractors' qualifications, proposed costs, and schedules.

2.3.8.2. **Notice to Proceed.** The Contractor shall not issue a Notice to Proceed with construction until the County receives all required documents. Required documentation shall include: a Performance and Payment Bond, a copy of all Certificates of Insurance and Additional Insured Endorsements. The Notice to

Proceed shall provide a start date and the date for Final Completion as agreed upon by the Parties.

2.3.8.3. **Testing and Inspections.** For all testing and inspections, the Contractor shall engage or ensure the engagement of an independent, qualified testing laboratory or special inspection Subcontractor to perform site inspections and testing services as agreed by the parties for each such Project and as required by the authorities having jurisdiction including, but not limited to, the following (as applicable):

- 2.3.8.3.1. Subgrade and backfill compaction testing.
- 2.3.8.3.2. Forms and rebar placement inspection.
- 2.3.8.3.3. Concrete sampling, test cylinder forming, and compression strength testing.
- 2.3.8.3.4. Grout sampling and compression cube testing.
- 2.3.8.3.5. Anchor bolt inspection and testing.
- 2.3.8.3.6. Structural welding inspection and testing.
- 2.3.8.3.7. High performance coating inspection.

2.3.8.4. **Documentation and tracking.**

- 2.3.8.4.1. The Contractor shall thoroughly document or ensure the thorough documentation of all construction oversight activities, including inspection and testing, on a continuous basis and shall provide copies of such documentation to the County Program Representative and Vancouver Contract Representative in a timely manner as required in this Contract.
- 2.3.8.4.2. The Contractor shall utilize or require all Subcontractors to utilize a formal submittal process that covers all materials and equipment specified in the design specifications. The process will track submittals in an electronic submittal log by specification section and date and will clearly show the review and approval comments of the Design Professional. The County and City of Vancouver will be included in the submittal process and will be given a reasonable opportunity to monitor the submittal process. The Parties will agree ahead of

time on which key submittals require the County's and Vancouver's review and on the time allocated for comments. The County and Vancouver recognize the critical nature of turnaround time for submittals and agrees that it will not delay the submittal review process.

- 2.3.8.5. **Drawings.** The Contractor shall maintain updated drawings ("red line drawings") during the construction. The County and Vancouver shall have an opportunity to inspect the "red line" drawings as the construction progresses. Upon completion of construction and the commissioning of the Project, the Contractor will provide the County and Vancouver with construction record drawings in an electronic format acceptable to the County and Vancouver.
- 2.3.8.6. **Temporary facilities and controls.** The Contractor shall provide or ensure the provision of all necessary temporary facilities and controls during construction, including but not limited to health and safety plans, traffic control plans and measures, trench safety measures, fire protection measures, and infectious disease protocols.
- 2.3.8.7. **Impact to facility operations.** The Contractor shall use reasonable efforts to minimize the negative impacts that construction Work has on the ongoing operations of the facility, including phased construction as necessary. All electrical service interruptions shall be scheduled for hours outside the operating hours, unless such interruptions are reasonably unforeseen or done for health and safety reasons.
- 2.3.8.8. **Construction Schedules.** Unless otherwise agreed by the Parties, the Contractor will submit an updated Project schedule with each monthly invoice. In addition, the Contractor will submit a two-week look-ahead schedule along with the agenda for each weekly construction progress meeting.
- 2.3.8.9. **Construction review.** The Contractor shall schedule weekly (unless another frequency is mutually agreed upon by the County and the Contractor) construction progress meetings throughout the construction period at times mutually acceptable to the County and Contractor. These meetings will be conducted at a mutually agreeable site, and will be attended by representatives of the Contractor, Design Professional, County, General Contractor, key Subcontractors, and others as appropriate; provided that meetings may be virtual meetings using video conferencing software as agreed by the County

and Contractor. The Contractor shall prepare and distribute the agenda for these meetings at least one (1) day before each meeting, and record and distribute meeting notes within two (2) business days of each meeting.

2.3.8.10.Changes during construction. For the requirements for managing changes in Project design and execution during construction Refer to Section 9, Change Orders.

2.3.9. Warranties. The Contractor shall ensure that for any equipment, material, or item installed under this Contract, the County, Vancouver, or successor owner will be a beneficiary of any and all warranties that are furnished as a customary trade practice that extend beyond January 1, 2034, and that installation will not void any such warranty. To effect this arrangement, all subcontracts executed in performance of this Contract shall include the following language:

2.3.9.1. The Contractor itself makes no representation or warranty, either express or implied, as to the quality of the equipment, material or item installed at the facilities the facilities under this Contract. Any other representation or warranty that may be applicable to a Project shall be addressed in the CIP Agreement or CIP Supplemental Agreement specific to the Project. During the term of A.3, the County and Contractor will work cooperatively to enforce any warranty in any subcontract or supply contract. Upon the expiration of A.3, the County or any successor will take sole responsibility to enforce any warranty in any subcontract or supply contract.

2.3.10. County assumption. When and if the County, Vancouver, or County successor agency assumes ownership of any of the Regional Transfer Station sites, should the County and Vancouver provide notice to the Contractor that it intends to assume some or all responsibilities for implementing one or more improvements, as provided in Section 2.4.6 below, the Contractor agrees to act in good faith and without delay in providing the County and Vancouver with all documents (not including privileged or proprietary documents) and other support that the County and Vancouver reasonably determines are necessary to proceed with the improvement and agrees to assist the County and Vancouver as reasonably necessary for the transition. The County and Vancouver agree to pay for all work performed by the Contractor to create those documents up to the time the documents are delivered to the County and Vancouver.

2.4. County Responsibilities. The County shall be responsible for:

- 2.4.1. The County will collaborate closely with the Contractor to facilitate the design, permitting, environmental review (if applicable), construction, and commissioning of the Projects to be implemented. The County Program Representative(s) will be available to timely respond to questions and information requests related to the Projects or this Contract.
- 2.4.2. The County will provide detailed Project Criteria for each Project in the Solid Waste System Master Plan as set forth in A.3.
 - 2.4.2.1. For selected projects, the County may provide preliminary Design Documents.
- 2.4.3. The County will perform its review, acceptance, and approval obligations set forth herein in good faith and without delay. Unless the County and Contractor agree otherwise, the County will complete design submittal and construction submittal reviews as quickly as possible, and in no case later than two (2) weeks following receipt of design submittals.
- 2.4.4. Further details regarding the County's and Vancouver's specific responsibilities for each Project will be detailed as necessary in each CIP Agreement or CIP Supplemental Agreement, as applicable.
- 2.4.5. The County and Vancouver retain the right to enter the facilities at any time and without prior notice to observe all work performed under A.3, and as agreed to in Attachment A.1 Section 2.4.3.
- 2.4.6. As provided for in Section 2.3.10, the County reserves the right to assume some or all responsibilities for implementing the improvements at any time during the process should the County determine that such change of approach is in the best interests of the Parties. Any assumption shall be effective upon the date identified in a Notice of Assumption. Notwithstanding the assumption, the County shall remain responsible to the Contractor for all costs actually incurred by the Contractor or any Subcontractor in connection with any Project before the effective date of assumption when such costs are in conformance with this Contract, with a CIP Agreement, or with a CIP Supplemental Agreement or any reasonable costs of demobilization actually incurred by a Subcontractor. Payment shall be made in accordance with Section 5 of A.3.
- 2.4.7. The County and Vancouver also retain final authority on matters related to improvement priorities and the implementation schedule.

3. OWNERSHIP OF FACILITIES

- 3.1. Until the County, Vancouver or successor agency assumes ownership of any of the Regional Transfer Station sites, as specified in Attachment A.1 Section 14,

the Contractor owns the facilities, the land thereunder (other than the land under the Washougal Transfer Station which is leased from the Port of Camas/Washougal), and all capital improvements constructed under A.3. Neither the Contractor nor any Subcontractor, shall remove or dismantle any part of the Regional Transfer Station sites or any capital improvements without written authorization of the County Program Representative or as specifically required for a Project.

4. RECORDKEEPING AND REPORTING

- 4.1. The Contractor shall establish and maintain an information system to provide storage and ready retrieval of accurate and complete capital improvement project documents, data and records. The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the Projects. The Contractor shall provide to the County Program Representative, and Vancouver Contract Representative upon request, by the fifteenth (15th) day of each month a report for the preceding month in accordance with Exhibit A.3-3.

5. COMPENSATION PROVISIONS

5.1. Compensation for Management of Design and Construction

- 5.1.1. The Parties shall engage in good faith negotiations to determine compensation for the Contractor for those reasonable and actual costs incurred by the Contractor in connection with each Project.

5.2. Reimbursement for Design and Construction Costs

- 5.2.1. For all services that the Parties agree may be subcontracted out by the Contractor in accordance with A.3, the Contractor shall be responsible for all costs incurred by the Subcontractors, but the County shall reimburse the Contractor for those costs, provided the costs have been approved in a CIP Agreement or CIP Supplemental Agreement, subject to any amendments or change orders. Such costs include but are not limited to:
 - 5.2.1.1. Design and engineering costs including surveying;
 - 5.2.1.2. Project permitting costs;
 - 5.2.1.3. Project environmental review costs (if applicable);
 - 5.2.1.4. Project construction costs, including without limitation materials, rental costs and taxes associated with the Work, and costs and expenses invoiced by Subcontractors;
 - 5.2.1.5. Construction quality control oversight and testing costs;

5.2.1.6. Project commissioning costs; and

5.2.1.7. Costs to secure and maintain performance and payment bonds and Project insurance (other than Worker's Compensation coverage).

5.2.2. The County and Contractor Representatives shall meet, review and agree on a draft invoice from the Contractor for services performed under A.3 on a day of the month to be agreed by the County and Contractor. The invoice shall include only the costs identified above that were invoiced to the Contractor in the preceding month and are only the costs actually incurred by a Subcontractor. The invoice shall also specify the amount to be retained under RCW 60.28.011 unless a retainage bond has been secured in compliance with Chapter 60.28 RCW. On a day of the month agreed to by the County and Contractor, the Contractor shall provide to the County a reviewed and agreed invoice in a format acceptable to the County and accompanied by supporting documentation as required by the County. Supporting documentation shall include, but is not limited to, invoices from Subcontractors. Additional documentation that may be reasonably requested by the County includes, but is not limited to, quantity surveys for construction quantities completed and invoiced, certification of upkeep of construction record drawings, documentation showing resolution of non-conforming Work, and other progress documentation.

5.2.3. The County will pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise agreed to by the County and Contractor.

5.2.4. If any amount is disputed in good faith, the County may withhold release of reimbursement / payment from the DCIMRF to the extent of the disputed amount but the County shall (i) pay all undisputed amounts as set forth above, and (ii) notify the Contractor in writing of the specific amounts the County intends to withhold, the reasons for the withholding, and the specific measures Contractor must take to rectify the County's concerns. The disputed amount shall be resolved in accordance with Section 2.13 of Exhibit A of the Master Services Agreement. To the extent that the dispute is resolved in favor of the Contractor, the County will agree to pay / reimburse the Contractor from the DCIMRF the remaining amount to which the Contractor is entitled plus an award of prejudgment interest and the Contractor's reasonable attorneys' fees and costs. The Contractor shall continue to perform its obligations under this Contract during any dispute resolution.

5.3. Retainage

- 5.3.1. In accordance with RCW 60.28.011, the County will retain five percent (5%) of funds to be paid to the Contractor under a CIP Agreement or CIP Supplemental Agreement for all labor, materials, supplies, or equipment, other than professional services as defined in chapter 39.80 RCW, that have been provided or used in the design or construction of a Project. The County will hold these funds in the manner elected by the Contractor under RCW 60.28.011(4), or the Contractor may, at no cost to the County or Vancouver, elect to provide a retainage bond as set forth in RCW 60.28.011(6). All terms of release or claims of lien shall be governed by chapter 60.28 RCW, with the trigger for giving notice of a lien under RCW 60.28.011(2) as being the date of Substantial Completion as defined herein unless otherwise.

5.4. Change Orders

- 5.4.1. If and when changes in a Project that are outside the cost and scope of the Project become necessary or advisable, the Contractor and General Contractor and/or Design Professional will confer on the scope, cost, and/or schedule impact for any changes that are pursued. Following conferral, the Contractor will present the proposed change order to the County for conferral and agreement. If the change is agreed to by the County, the County will prepare a change order and provide the Contractor with written direction to proceed. Implementation of the change order will not occur until the written direction to proceed is received by the Contractor.
- 5.4.2. The Contractor shall make or approve such changes and revisions to Project design or construction as necessary to cure apparent defective Work by a Contractor or Subcontractor with notification to the County, and such change shall not affect the Price of the Work.
- 5.4.3. If the County and Contractor are unable to reach agreement on the terms of any proposed change, the Contractor shall pursue resolution of the disagreement pursuant to the terms of dispute resolution in the Contract.

5.5. No Other Payments

- 5.5.1. Except as provided herein, the Contractor shall not receive compensation or payments for any fees other than those specifically allowed except with written authorization from County Program Representative.

6. CONTRACT REPRESENTATIVES

- 6.1. Parties shall designate a Contract Representative.

- 6.1.1. The County Program Representative is: _____ or their designee.
- 6.1.2. The Vancouver Contract Representative is: _____ or their designee.
- 6.1.3. The Contractor Contract Representative is: _____ or their designee.
- 6.2. The Contractor Contract Representative shall be the Contractor's agent and shall represent the Contractor for all purposes of this Contract. All written directions, instructions or notices given by County Program Representative and Vancouver Contract Representative to the Contractor Contract Representative and related to the subject matter of the Contract shall bind the Contractor unless contrary to A.3 or promptly objected to by the Contractor. The Contractor Contract Representative shall have authority to act on behalf of the Contractor with respect to the actions required under A.3. The Contractor Contract Representative's statements, representations, actions, and commitments shall fully bind the Contractor. The Contractor Contract Representative shall be available to the County Program Representative and Vancouver Contract Representatives at all times during the term of A.3.
- 6.3. The Parties shall notify each other in writing at least fifteen (15) days prior to any change in the Contract Representative designations.

EXHIBIT A.3-1 CIP AGREEMENT TEMPLATE

[NOTE: The following is a template to assist the Parties in preparing the scope, schedule and budget for each Project undertaken using the process set forth in RCW 36.58.090, a traditional DBB, one of the APD implementation processes. The template is meant to be flexible and a starting point for defining the scope, schedule and cost for each project, and may be modified by mutual agreement of the Parties]

CIP AGREEMENT # [number of project]_____ FOR [ATTACHMENT A.3]

Relating to Regional Solid Waste System Capital Improvements at XXXXXXXX Transfer Station

This CIP AGREEMENT is between CLARK COUNTY, a political subdivision of the State of Washington (County), City of Vancouver (Vancouver) and COLUMBIA RESOURCE CO., L.P., a XXXXXXX corporation (Contractor); hereafter collectively referred to as Parties made pursuant to the Master Services Agreement. This CIP AGREEMENT shall be effective upon the date that all Parties have executed it (Effective Date), as evidenced by the signatures below.

RECITALS

WHEREAS, the Parties entered into agreement for the operation and maintenance of the Solid Waste System pursuant to the Master Services Agreement, including A.3;

WHEREAS, the Parties intend that A.3 will function as a guideline for all Capital Improvement Projects identified in the Solid Waste System Master Plan, as well as any projects later identified that the Parties wish to accomplish at XXXXXXXX;

WHEREAS, The Solid Waste System Master Plan functions as the preliminary facility planning document that advances the planning and preliminary designs for all Capital Improvement Projects identified thus far in A.3 and establishes Project Criteria for each Project;

WHEREAS, each Capital Improvement Project is to be carried out in a two-step design and construction process as described in A.3. Design aspects are the majority of Phase One Services and are to be set forth in a CIP Agreement. Construction aspects are the majority of Phase Two Services and are to be set forth in a CIP Supplemental Agreement. A.3 requires that the Parties will agree upon and enter into a CIP Agreement and a CIP Supplemental Agreement for each Capital Improvement Project, unless the Parties agree to combine Projects; and

WHEREAS, the Parties wish to set forth the Phase One Services for [Name of Project] (Project) in compliance with the CIP Agreement, any amendments thereto, and the terms and conditions herein.

NOW THEREFORE, the Parties mutually agree as follows:

AGREEMENT

1. PURPOSE

This CIP Agreement covers all Phase One Services for the [Name of Project] described in Section 3 and is intended to create or confirm (i) the basis of design, (ii) the County's needs and objectives for the Project, and (iii) the steps to advance the Project. The work under this CIP Agreement will include design development, preconstruction services, preliminary environmental review (if applicable), and negotiation of Phase Two Services. All work will be completed using the Contractor's own or contracted material, labor, and equipment, and anything else necessary to complete the tasks identified herein in a professional and workman like manner and in accordance with standard industry practices.

2. DEFINITIONS

Capitalized terms used herein but not defined shall have the meanings set forth in A.3.

[Insert required Definitions, if any]

3. DESCRIPTION OF THE PROJECT

The Capital Improvement Project covered by this CIP Agreement is entitled [Name of Project] and involves [insert summary description of project].

[Insert general description of the overall project, the purpose/intent/objectives of the Project and the anticipated outcome that the Project will provide for OVTS/the County.]

The Project Criteria for this Capital Improvement Project [are set forth in Attachment ____] [include the following]:

[Insert summary of known Project Criteria]

4. COMMENCEMENT

Following execution of this CIP Agreement, Phase One Services will not commence until the County issues to the Contractor a written Notice to Proceed [language requiring other documentation] with Phase One Services in accordance with Section [insert updated section reference] of A.3.

5. BUDGET & COMPENSATION

1. Total cost. The amount of compensation to be paid to the Contractor under this CIP Agreement shall be as provided in Attachment A: Compensation, which is incorporated herein by this reference, and shall be paid in accordance with A.3.

2. Management and overhead. At no point shall any General Contractor cost for management and overhead be more than █ % of the total compensation under this CIP Agreement, excluding major equipment purchases.
3. Invoicing and Reimbursement. All invoicing under this CIP Agreement shall be made, and the County shall pay the Contractor, in accordance with Section 5 of A.3.

Except for the following additional supporting documents, no documents other than those identified in Section 5.2 of A.3 as supporting documentation shall be required as a condition of payment:

[Insert required documentation, if any]

4. Retainage. Unless a retainage bond has been secured by the Contractor as provided in Section 5.4 of A.3, the County will retain five (5%) of all funds to be paid to CRC under this CIP Agreement that are subject to retainage under chapter 60.28 RCW in the method selected by the Contractor in accordance with RCW 60.28.011, which the Contractor will select prior to execution of this Agreement. Without limitation, the Parties anticipate that the following classifications of work for this CIP Agreement will be subject to retainage:

[Insert known work classifications (labor, materials, supplies, or equipment), if any, that are subject to chapter 60.28 RCW retention]

5. Prevailing wages. To the extent any work performed under this CIP Agreement requires payment of prevailing wages, Section 8 of the Master Service Agreement shall apply.

6. SCHEDULE AND COMPLETION

- A. Completion Date. The Parties acknowledge that time is of the essence in this CIP Agreement. All Phase One Services for the Project, as identified herein, shall be completed by [date] ("Phase One Completion Date"), except in the event of an Uncontrollable Circumstance or unless otherwise agreed by the Contractor and the County and documented by an amendment to this CIP Agreement.
- B. Schedule. The schedule for complying with the Phase One Completion Date is set forth in Attachment B: Schedule.
 1. The schedule shall, at minimum, indicate the dates for the start and completion of the various stages of work, including the dates when County information and approvals are required to enable the Contractor to comply with the schedule and assumptions associated with such schedule. The County's review of, and response to, the schedule shall not be construed as

relieving the Contractor of its complete and exclusive control over the means, methods, sequences, and techniques for executing the work.

2. The schedule may be revised as required by conditions and progress of the work by agreement of the County and the Contractor Party Representatives; provided that the schedule shall not be extended because of any delays solely attributable to the Contractor or any Subcontractor but may be extended by the County (i) in the event of a delay attributable to the County; (ii) because of Uncontrollable Circumstances; or (iii) as necessary to avoid or minimize negative impacts to operations at the Project site.

[Insert potential scheduling impacts specific to the Project, if any]

7. DESIGN DEVELOPMENT

- A. Design Documents. Based on the Regional Solid Waste System Master Plan, the Contractor shall manage the advancement and completion of design for the Project to the County's satisfaction. Design Documents shall progress to the County for review and approval at 30%, 60%, 90% and final "For Construction" using the agreed upon technology in the CIP Agreement. *[identify other technology to use here if necessary]*. All submitted Design Documents shall be stamped with the seal appropriate to the architect, engineer, or other licensed professional.

1. Preliminary to 30% design:

- (a) Objectives

[Insert a description of the Objectives to reach 30% design.]

- (b) Activities [E.g., update background and site analysis; concept updates with review and revisions; modeling; investigations, etc.]

[Insert a description of the Activities to reach 30% design.]

- (c) Deliverables

- (i) Design Document

- (ii) Cost estimates for construction, which shall cover all aspects of the construction including taxes, permit fees, and a contingency, as well as other identified variables applicable to the estimates.

- (iii) Cost estimates, including life cycle costs, for design alternatives when requested by the County.

- (iv) Estimated construction schedule using [redacted] technology. The schedule must clearly indicate any phasing of the construction that may reasonably be required for operations to continue without interruption or interference.

(d) Assumptions

[Insert a description of the Assumptions to reach 30% design.]

2. 30% to 60% design (~~strike if not applicable~~)

(a) Objectives

[Insert a description of the Objectives to reach 60% design.]

(b) Activities

[Insert a description of the Activities to reach 60% design.]

(c) Deliverables

(i) Design Document

- (ii) Updated cost estimates for construction, which shall cover all aspects of the construction including taxes, permit fees, and a contingency, as well as other identified variables applicable to the estimates. Contingency costs shall be reduced as the design progresses.

- (iii) Updated life cycle cost estimates for design alternatives when requested by the County.

- (iv) Updated estimated construction schedule with any phasing that may reasonably be required for operations to continue without interruption or interference clearly indicated.

(d) Assumptions

[Insert a description of the Assumptions to reach 60% design.]

3. 60% to 90% design

(a) Objectives

[Insert a description of the Objectives to reach 90% design.]

(b) Activities

[Insert a description of the Activities to reach 90% design.]

(c) Deliverables

(i) Design Document.

(ii) Updated cost estimates for construction, which shall cover all aspects of the construction including taxes, permit fees, and a contingency, as well as other identified variables applicable to the estimates. Contingency costs shall be reduced as the design progresses and shall be no more than 10% when the County and Contractor agree on the Agreed Maximum Price (AMP) for Phase Two Services.

(iii) Updated estimated construction schedule with any phasing that may reasonably be required for operations to continue without interruption or interference clearly indicated.

(d) Assumptions

[Insert a description of the Assumptions to reach 90% design.]

B. Design Review. The County shall have the opportunity to review and provide comment at each of the design stages identified above. Additionally, the regular progress meetings and project reports should address (i) whether the work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in A.3 or this CIP Agreement that require resolution, (iii) whether health and safety issues exist in connection with the Project; (iv) status of the contingency account to the extent provided for in this CIP Agreement; and (v) other items that require resolution so as not to jeopardize the Contractor's ability to complete the work of Phase One for the agreed compensation amount and in accordance with the schedule set forth herein. The County shall have final approval for the design and all related aspects, acknowledging that decisions will be based on cost, schedule, quality, operability, life cycle, and other considerations, with the Contractor's design and construction team providing input and ongoing, transparent cost estimates.

C. *[Insert other County rights and responsibilities as necessary for the particular project]*

8. PRECONSTRUCTION SERVICES

A. Preconstruction Review. The Contractor shall schedule and conduct weekly meetings with the County, or on such other schedule as otherwise agreed, to

discuss such matters as procedures, progress, coordination, and scheduling of the work. The Contractor shall actively and cooperatively advise the County and Vancouver on proposed site use and improvements, selection of materials, and building systems and equipment. The Contractor shall also actively and collaboratively provide recommendations to the County and Vancouver, using reasonably available information and consistent with the Project Criteria requirements, on other preconstruction issues such as constructability; availability of materials and labor; time requirements for procurement, installation and construction, including ways to accelerate the schedule; phasing and site work planning; sequencing and scheduling for procurement, installation and construction; impact on operations; factors related to construction quality, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs and materials, preliminary budgets, life-cycle data, and possible cost reductions. All decisions will be based on cost, schedule, quality, operability, life cycle, and other considerations, with the Contractor's design-build team providing ongoing, transparent cost estimates.

[Insert additional preconstruction review requirements, if any]

- B. Incorporation. The Contractor shall work with the County to incorporate into the Design Documents recommendations on constructability, means, and/or methods that may reduce cost, save time, improve quality, reduce risk, and/or improve the overall process of Project delivery. A primary objective of these efforts will be good faith efforts to ensure that the final cost of the work does not exceed the County's budget for the Project, and that the Project can be completed on time.
- C. Site Investigations. The Contractor shall manage the performance of site investigations, including but not limited to utility locates, to assist in development of the design and construction planning. The Contractor is responsible for verifying accuracy and reliability of information provided by any third party, regardless of the source. The Contractor is responsible for ensuring current and accurate investigations are completed that the Contractor believes are necessary for design or construction
- D. Procurement. The Contractor shall keep the County apprised of any labor, materials, and equipment that, to the Contractor's knowledge, might require a long lead time and shall coordinate with the County to ensure they are timely ordered and received. If ordering is necessary prior to the establishment of the AMP or execution of the CIP Supplemental Agreement, the Parties shall agree on an arrangement for procurement of such items.
- E. Preliminary Environmental Review. *(strike if not applicable)*
- F. Permit Assessment and Preparation. *(strike if not applicable)*

G. Others. *[Insert any tasks that need to be completed prior to starting any Phase Two services]*

9. NEGOTIATION FOR PHASE TWO SERVICES

Along with submission of the [90% or as agreed upon by the parties] Design Document, the Contractor shall provide a formal commercial proposal including AMP for Phase Two Services to be included in the CIP Supplemental Agreement for the Project. The County and Contractor shall then negotiate in good faith terms a final AMP for the CIP Supplemental Agreement.

10. INSURANCE AND INDEMNIFICATION

In addition to the insurance and indemnification provisions in Sections 6 and 16 of the Master Services Agreement, the Contractor shall require that subcontractors (excluding the General Contractor) for the following work hired, retained, or utilized for this CIP Agreement obtain and maintain the insurance coverage set forth in Attachment C: Subcontractor Insurance Requirements:

[Types of work with insurance requirements]

[Insert insurance modifications from the CIP Agreement for the Contractor and/or General Contractor, if any]

11. WARRANTIES

The Contractor warrants to the County that all the Contractor employees who perform work under this CIP Agreement and all subcontractors, subcontractor employees, and agents hired by the Contractor to perform work under this CIP Agreement have the qualifications, knowledge, experience, skills, and resources necessary to provide all work. The Contractor also warrants that all work performed hereunder shall be provided in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances, and that all work shall be performed to the County's reasonable satisfaction and according to the schedule agreed to by the Parties.

12. COUNTY ASSUMPTION OF WORK

[Insert any details specific to the project that would warrant more information than what is in A.3]

13. AMENDMENTS OR MODIFICATION

All amendments or modifications to this CIP Agreement shall be in writing and signed by the County and Contractor. There shall be no modification of this CIP Agreement, except in writing, executed with the same formalities as this present instrument.

14. CIP AGREEMENT TERMS

Except as expressly provided in this CIP Agreement, all other terms and conditions of A.3, and any subsequent amendments thereto applicable to the Project, remain in full force and effect.

15. TERMINATION

This CIP Agreement may be terminated under the terms of Section 4.2 of the Master Service Agreement

**ATTACHMENT A
COMPENSATION**

**ATTACHMENT B
SCHEDULE**

ATTACHMENT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall ensure that [subcontractor] procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with their performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

- ☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or equivalent, including products and completed operations, with limits of no less than identified below per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ☐ **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury, personal injury, and property damage.
 - ☐ **\$3,000,000** per occurrence and **\$5,000,000** aggregate for bodily injury, personal injury, and property damage.
 - ☐ **\$5,000,000** per occurrence and **\$10,000,000** aggregate for bodily injury, personal injury, and property damage.
- ☐ **Automobile Liability:** covering any auto, hired, leased, and non-owned autos, with limits no less than the following:
 - ☐ **\$1,000,000** per occurrence and \$2,000,000 aggregate for bodily injury and property damage.
 - ☐ **\$500,000** per occurrence and \$1,000,000 aggregate for bodily injury and property damage.
 - ☐ **\$100,000** per occurrence and \$300,000 aggregate for bodily injury and property damage.
- ☐ **Workers' Compensation:** as required by the State of Washington, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- ☐ **Professional Liability (Errors and Omissions)** (if Design/Build): Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

- ☐ **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the subcontract and no coinsurance penalty provisions.
- ☐ **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

**EXHIBIT A.3-2
CIP SUPPLEMENTAL PROJECT AGREEMENT (CIP SUPPLEMENTAL
AGREEMENT) TEMPLATE**

To be developed by the Parties after execution of the CIP Agreement.

EXHIBIT A.3-3
RECORD KEEPING AND REPORTING REQUIREMENTS

To be developed by the Parties after execution of the CIP Agreement.

Certificate Of Completion

Envelope Id: 767FB349297B42A1A970A2D197781914

Status: Completed

Subject: Docusign: CCPH Columbia Resource Company Solid Waste HDC.1818

Source Envelope:

Document Pages: 212

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 0

Rebecca Addington

AutoNav: Enabled

1300 Franklin St

Enveloped Stamping: Enabled

Vancouver, WA 98660

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

rebecca.addington@clark.wa.gov

IP Address: 64.4.184.5

Record Tracking

Status: Original

Holder: Rebecca Addington

Location: DocuSign

8/23/2024 4:20:04 PM

rebecca.addington@clark.wa.gov

Signer Events**Signature****Timestamp**

Amanda Migchelbrink

Amanda Migchelbrink

Sent: 8/23/2024 4:25:17 PM

Amanda.Migchelbrink@clark.wa.gov

Viewed: 8/26/2024 7:30:05 AM

Deputy Prosecuting Attorney

Signed: 8/26/2024 7:30:14 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 64.4.181.35

Electronic Record and Signature Disclosure:

Accepted: 8/26/2024 7:30:04 AM

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Dan Schooler

Dan Schooler

Sent: 8/26/2024 7:30:17 AM

dan.schooler@wasteconnections.com

Viewed: 8/26/2024 1:52:47 PM

Region Vice President

Signed: 8/27/2024 8:52:47 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.190.198.1

Electronic Record and Signature Disclosure:

Accepted: 8/26/2024 1:52:47 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Derek Ranta

COPIED

Sent: 8/27/2024 8:52:51 AM

derek.ranta@wasteconnections.com

District Manager

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/20/2022 11:06:35 AM

ID: 985ed9bd-f67a-475c-b70a-8779243ed54e

Carbon Copy Events	Status	Timestamp
GCT gct@clark.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/27/2024 8:52:51 AM
Gerry Preston Gerry.Preston@clark.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/17/2024 2:35:38 PM ID: 4e38aef7-5f88-4cee-b060-6df43cdf8788	COPIED	Sent: 8/27/2024 8:52:52 AM
Joelle Loescher joelle.loescher@clark.wa.gov Solid Waste Operations Program Manager Clark County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/27/2024 8:52:52 AM Viewed: 8/27/2024 9:22:37 AM
Julie Gilbertson julie.gilbertson@cityofvancouver.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/27/2024 8:52:53 AM Viewed: 8/27/2024 10:59:25 AM
Jeff Harbison Jeff.Harbison@clark.wa.gov (564) 397-8475 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/17/2017 1:59:43 PM ID: c6b22f8b-5a80-40f6-b4c8-2d833922a3f9	COPIED	Sent: 8/27/2024 8:52:54 AM
Alan Melnick alan.melnick@clark.wa.gov Public Health Director Clark County Public Health Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/13/2017 11:12:37 AM ID: 651822e5-b74c-4c64-862c-d03573dd80b8	COPIED	Sent: 8/27/2024 8:52:55 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/23/2024 4:25:17 PM
Certified Delivered	Security Checked	8/26/2024 1:52:47 PM
Signing Complete	Security Checked	8/27/2024 8:52:47 AM
Completed	Security Checked	8/27/2024 8:52:55 AM
Payment Events	Status	Timestamps

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for September 9, 2024.

Attachments:

1. September 9, 2024 Claim Vouchers

VOUCHER APPROVAL

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

\$ 16,363,046.88 this 9th day of September 2024.

MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2024.09.03 14:59:11 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 19, 2024 - September 01, 2024	Accounts Payable Checks (see attached)	\$ 11,832,364.12
August 19, 2024 - September 01, 2024	Hansen City Payments (see attached)	\$ 56,474.18
August 19, 2024 - September 01, 2024	Visa Refunds (see attached)	\$ 6,044.02
August 19, 2024 - September 01, 2024	Payroll Checks (see attached)	\$ 4,468,164.56
TOTAL		\$ 16,363,046.88

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	20531	8/21/2024	80.31	Avery,Guy	Utility Refunds: 0022041301-03
Ad Hoc Payment	Check	20532	8/21/2024	21.01	Bakacs,Emeric or Erika	Utility Refunds: 0000001705-03
Ad Hoc Payment	Check	20533	8/21/2024	90.18	Baker,Kimberly	Utility Refunds: 0000005754-02
Ad Hoc Payment	Check	20534	8/21/2024	235.89	Beauseigneur,Loueva	Utility Refunds: 0074016964-25
Ad Hoc Payment	Check	20535	8/21/2024	148.79	Ben Hauger-Gossler or Erin Thomas	Utility Refunds: 0022050600-11
Ad Hoc Payment	Check	20536	8/21/2024	58.11	Bowder,Richard C or Susan T	Utility Refunds: 0003031200-07
Ad Hoc Payment	Check	20537	8/21/2024	25.30	Colleen Marie Bonnette or Penny Jo Southard	Utility Refunds: 0035010200-00
Ad Hoc Payment	Check	20538	8/21/2024	65.16	Compton,Donald or Marilou	Utility Refunds: 0101000657-02
Ad Hoc Payment	Check	20539	8/21/2024	121.98	Craig Dewey or Julie D Coop	Utility Refunds: 0068045000-02
Ad Hoc Payment	Check	20540	8/21/2024	138.49	Crane,Andrew or Caitlyn	Utility Refunds: 0012014400-06
Ad Hoc Payment	Check	20541	8/21/2024	161.51	Dentis D Crow and Helen I Crow Revocable Trust	Utility Refunds: 0126002490-01
Ad Hoc Payment	Check	20542	8/21/2024	84.02	Dewey,Craig	Utility Refunds: 0068045000-02
Ad Hoc Payment	Check	20543	8/21/2024	90.17	Estate of Ira Scott	Utility Refunds: 0071093945-01
Ad Hoc Payment	Check	20544	8/21/2024	173.69	Ferguson,Robert E or Ardis K	Utility Refunds: 0045650036-01
Ad Hoc Payment	Check	20545	8/21/2024	179.63	Froome,Greg or Lori	Utility Refunds: 0012078135-02
Ad Hoc Payment	Check	20546	8/21/2024	1,815.31	Guardian Angels One Inc	Utility Refunds: 0053004900-08
Ad Hoc Payment	Check	20547	8/21/2024	370.42	Hastings,Mary Lou	Utility Refunds: 0012067900-09
Ad Hoc Payment	Check	20548	8/21/2024	28.36	Hutzkal,Donna or Shelly	Utility Refunds: 0130002558-05
Ad Hoc Payment	Check	20549	8/21/2024	223.49	Interwest Properties Inc	Utility Refunds: 0048332513-02
Ad Hoc Payment	Check	20550	8/21/2024	38.31	Jonathan Palodichuk or Cassandra Whitmore	Utility Refunds: 0017046700-15
Ad Hoc Payment	Check	20551	8/21/2024	34.43	Joseph Minsky or Galia Zmud	Utility Refunds: 0012078259-05
Ad Hoc Payment	Check	20552	8/21/2024	21.12	Keller,Jennifer or James	Utility Refunds: 0019007400-02
Ad Hoc Payment	Check	20553	8/21/2024	231.79	Kirkland Construction Group WA Llc	Utility Refunds: 0000008330-11
Ad Hoc Payment	Check	20554	8/21/2024	78.40	Lando Investments Llc	Utility Refunds: 0116293740-02
Ad Hoc Payment	Check	20555	8/21/2024	435.92	Lapointe,Brandee or Ryan	Utility Refunds: 0500004430-01
Ad Hoc Payment	Check	20556	8/21/2024	820.62	Lindsey Archer or Alex Beaulier	Utility Refunds: 0006015400-20
Ad Hoc Payment	Check	20557	8/21/2024	493.68	Lundy,David	Utility Refunds: 0020043600-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20558	8/21/2024	142.00	Mitchell,Ronald or Jodi	Utility Refunds: 0006055200-03
Ad Hoc Payment	Check	20559	8/21/2024	145.79	Mollie Leonardini Coe or Harold Coe	Utility Refunds: 0011067400-10
Ad Hoc Payment	Check	20560	8/21/2024	37.49	Radcliffe,Jamie	Utility Refunds: 0012078205-07
Ad Hoc Payment	Check	20561	8/21/2024	260.00	Rippee,Ted	Utility Refunds: 0043049200-10
Ad Hoc Payment	Check	20562	8/21/2024	31.70	Riverview Trust Company	Utility Refunds: 0015000507-00
Ad Hoc Payment	Check	20563	8/21/2024	364.19	Rourke,Elaine or Robert	Utility Refunds: 0074053116-13
Ad Hoc Payment	Check	20564	8/21/2024	104.70	Southard,Penny	Utility Refunds: 0035010200-00
Ad Hoc Payment	Check	20565	8/21/2024	63.01	Spiegelberg,Mark	Utility Refunds: 0004041600-21

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	20566	8/21/2024	1,014.56	Swodeck,Timothy	Utility Refunds: 0092004900-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20567	8/21/2024	201.37	Tamara Boom or Denise Grey	Utility Refunds: 0040023001-04
Ad Hoc Payment	Check	20568	8/21/2024	143.00	Thale,Bobbi or William	Utility Refunds: 0000005251-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20569	8/21/2024	71.90	The David S Nelson Family Trust	Utility Refunds: 0067051300-08
Ad Hoc Payment	Check	20570	8/21/2024	172.00	Van Baush,Brian	Utility Refunds: 0011002150-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20571	8/21/2024	37.53	Vancouver Housing Authority	Utility Refunds: 0500006555-02
Ad Hoc Payment	Check	20572	8/21/2024	283.43	Vy,Thuy	Utility Refunds: 0018024400-02
Ad Hoc Payment	Check	20573	8/21/2024	2.10	Walkley,Rita	Utility Refunds: 0056051200-07
Ad Hoc Payment	Check	20574	8/21/2024	136.90	Walkley,Rita A or Larry P	Utility Refunds: 0056051200-07
Ad Hoc Payment	Check	20575	8/21/2024	428.63	Wanner,William	Utility Refunds: 0021078400-03
Ad Hoc Payment	Check	20576	8/21/2024	108.53	Williams,Troy or Jodi	Utility Refunds: 0000009184-04
Ad Hoc Payment	Check	20577	8/21/2024	351.09	Wooten,Ryan or Shannan	Utility Refunds: 0004016700-03
Miscellaneous Payment	Check	20578	8/21/2024	57.00	AAA Washington- Vancouver	Refund duplicate payment to INV#77066811
Miscellaneous Payment	Check	20579	8/21/2024	84.00	ALLSTATE INSURANCE - SCOTT JONES	Refund duplicate payment to INV#77065195
Miscellaneous Payment	Check	20580	8/21/2024	756.95	Crust Collective LLC	ROW-342125 (jobsite: 650 Waterfront Way)
Miscellaneous Payment	Check	20581	8/21/2024	330.00	Estela Adame Reyes	Damage Deposit Refund
Miscellaneous Payment	Check	20582	8/21/2024	100.00	Gilberto Hernandez	Damage Deposit Refund
Miscellaneous Payment	Check	20583	8/21/2024	13,612.00	Ginn Group	WTR 345069/SWR345083 (jobsite: Parkhouse)
Miscellaneous Payment	Check	20584	8/21/2024	57.00	Glacier NW	Refund of duplicate payment to INV#77066189
Miscellaneous Payment	Check	20585	8/21/2024	100.00	Image Neighborhood	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	20586	8/21/2024	10,000.00	Keller Law PLLC FBO Donna Benedictus	Claim Payment - DOI: 02/13/2024 - RISK
Miscellaneous Payment	Check	20587	8/21/2024	100.00	Landover Sharmel Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	20588	8/21/2024	243.00	LENNOX INDUSTRIES INC.	Refund duplicate payment to INV#77064451
Miscellaneous Payment	Check	20589	8/21/2024	84.00	TMS NW, PLLC	Refund duplicate payment to INV#77065439
Miscellaneous Payment	Check	20590	8/21/2024	60.00	Xochitl Zamora	Damage Deposit Refund
Supplier Payment	Check	20591	8/21/2024	2,746.30	Action Technology Systems	
Supplier Payment	Check	20592	8/21/2024	1,649.07	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	20593	8/21/2024	220.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	20594	8/21/2024	136.00	American Sani-Can	
Supplier Payment	Check	20595	8/21/2024	1,065.26	Annas Consultants Inc	
Supplier Payment	Check	20596	8/21/2024	21,685.66	Arborscape Ltd Inc	
Supplier Payment	Check	20597	8/21/2024	13,420.00	BAE Urban Economics, Inc.	
Supplier Payment	Check	20598	8/21/2024	2,447.20	Betancourt Torres & Associates LLC	
Supplier Payment	Check	20599	8/21/2024	6,194.66	BHC Consultants LLC	
Supplier Payment	Check	20600	8/21/2024	1,081.57	Bounce-N-Battle LLC	
Supplier Payment	Check	20601	8/21/2024	400.00	Bradford Davis	
Supplier Payment	Check	20602	8/21/2024	18,931.06	CECO Inc	
Supplier Payment	Check	20603	8/21/2024	2,445.73	Cellco Partnership - Remit- To: Cellco - Dallas	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	20604	8/21/2024	800.00	Chanmi Development LLC	
Supplier Payment	Check	20605	8/21/2024	414.15	Chappelles Towing LLC	
Supplier Payment	Check	20606	8/21/2024	75.00	Cheyonna Lewis	
Supplier Payment	Check	20607	8/21/2024	596.76	Chicago Title Company of WA	
Supplier Payment	Check	20608	8/21/2024	600.00	Clark County Fire District 5	
Supplier Payment	Check	20609	8/21/2024	20,163.74	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	20610	8/21/2024	1,858.43	Clark Public Utility District No. 1	
Supplier Payment	Check	20611	8/21/2024	372.08	Clark Public Utility District No. 1	
Supplier Payment	Check	20612	8/21/2024	538.77	Clark Public Utility District No. 1	
Supplier Payment	Check	20613	8/21/2024	74,362.40	Clary Longview LLC	
Supplier Payment	Check	20614	8/21/2024	4,385.68	Clauss ADR, INC.	
Supplier Payment	Check	20615	8/21/2024	1,050.00	CODAs Plus	
Supplier Payment	Check	20616	8/21/2024	1,393.25	Consort North America Inc	
Supplier Payment	Check	20617	8/21/2024	10,561.19	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	20618	8/21/2024	5,000.00	Dania Rescue Consulting & Language Services, LLC	
Supplier Payment	Check	20619	8/21/2024	250.00	DKS Associates Inc	
Supplier Payment	Check	20620	8/21/2024	941.35	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
Supplier Payment	Check	20621	8/21/2024	13,603.83	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	20622	8/21/2024	300.00	ERF Company Inc	
Supplier Payment	Check	20623	8/21/2024	1,929.00	Erickson Structural Consulting Engineers	
Supplier Payment	Check	20624	8/21/2024	963.05	Examworks Inc	
Supplier Payment	Check	20625	8/21/2024	13,499.00	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	20626	8/21/2024	2,924.00	Foster Garvey PC	
Supplier Payment	Check	20627	8/21/2024	26,269.53	Fourth Plain Forward	
Supplier Payment	Check	20628	8/21/2024	2,465.19	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	20629	8/21/2024	6,180.00	Groundwater Solutions, Inc.	
Supplier Payment	Check	20630	8/21/2024	2,598.75	H&H Wood Recyclers	
Supplier Payment	Check	20631	8/21/2024	2,024.00	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	20632	8/21/2024	8,666.67	Hispanic Metropolitan Chamber	
Supplier Payment	Check	20633	8/21/2024	457.50	Iverson-Miller Audio Productions, LLC	
Supplier Payment	Check	20634	8/21/2024	3,750.00	James Rickerd Day	
Supplier Payment	Check	20635	8/21/2024	2,775.00	Jason C. Bailes PLLC	
Supplier Payment	Check	20636	8/21/2024	15,376.21	KBT Distributing LLC	
Supplier Payment	Check	20637	8/21/2024	8,619.89	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	20638	8/21/2024	46,001.90	Life Insurance Company of North America	
Supplier Payment	Check	20639	8/21/2024	4,594.97	LSW Architects PC	
Supplier Payment	Check	20640	8/21/2024	8,303.00	Maul Foster & Alongi Inc	
Supplier Payment	Check	20641	8/21/2024	44.00	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	20642	8/21/2024	9,218.10	Ogletree, Deakins, Nash, Smoak, and Stewart, P.C	
Supplier Payment	Check	20643	8/21/2024	16,033.61	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	20644	8/21/2024	34,576.44	PPC Solutions Inc	
Supplier Payment	Check	20645	8/21/2024	359.80	Putt Putt to Go LLC	
Supplier Payment	Check	20646	8/21/2024	99,017.10	Schneider & Son, Inc	
Supplier Payment	Check	20647	8/21/2024	183.32	Shumway Neighborhood Association	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	20648	8/21/2024	741.68	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	20649	8/21/2024	120.00	Speed's Towing of Vancouver	
Supplier Payment	Check	20650	8/21/2024	5,881.39	SP Plus Corporation	
Supplier Payment	Check	20651	8/21/2024	122,105.19	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	20652	8/21/2024	2,967.51	Sunbelt Controls Inc - Remit-To: Sunbelt Controls Pasadena	
Supplier Payment	Check	20653	8/21/2024	1,985.50	The Loudenback Corporation	
Supplier Payment	Check	20654	8/21/2024	217.40	Towing & Recovering Services Inc	
Supplier Payment	Check	20655	8/21/2024	26,775.00	Treadway Events & Entertainment LLC	
Supplier Payment	Check	20656	8/21/2024	1,114.72	Triple J Enterprises	
Supplier Payment	Check	20657	8/21/2024	20,671.41	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	20658	8/21/2024	235.00	Vancouver Aire LLC	
Supplier Payment	Check	20659	8/21/2024	165.00	Vancouver Granite Works Inc	
Supplier Payment	Check	20660	8/21/2024	108.69	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	20661	8/21/2024	750.07	W.B. Sprague Co. Inc.	
Supplier Payment	Check	20662	8/21/2024	11,580.50	Wallis Engineering PLLC	
Supplier Payment	Check	20663	8/21/2024	8,363.01	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	20664	8/23/2024	6,326.58	Aflac	
Supplier Payment	Check	20665	8/23/2024	6,006.37	AFSCME Local #307	
Supplier Payment	Check	20666	8/23/2024	334.00	California State Disbursement Unit	
Supplier Payment	Check	20667	8/23/2024	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	20668	8/23/2024	491.00	Hawaii SDU	
Supplier Payment	Check	20669	8/23/2024	774.90	IAM Local #1374	
Supplier Payment	Check	20670	8/23/2024	8,845.63	Life Insurance Company of North America	
Supplier Payment	Check	20671	8/23/2024	1,000.00	MFS Service Center Inc	
Supplier Payment	Check	20672	8/23/2024	150.00	OPEIU Local #11	
Supplier Payment	Check	20673	8/23/2024	4,426.08	OPEIU Local #11	
Supplier Payment	Check	20674	8/23/2024	814.00	Teamsters Local #58	
Supplier Payment	Check	20675	8/23/2024	262.50	UA Local #290	
Supplier Payment	Check	20676	8/23/2024	3,825.90	Western Conference of Teamsters	
Supplier Payment	Check	20677	8/23/2024	1,518.00	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	20678	8/28/2024	162.56	Auseth, Sandra	Utility Refunds: 0028009500-01
Ad Hoc Payment	Check	20679	8/28/2024	312.31	Bartholomaeus, Steven or Teresa	Utility Refunds: 0099090050-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20680	8/28/2024	97.74	Benjamin, Deborah or William	Utility Refunds: 0064024870-11
Ad Hoc Payment	Check	20681	8/28/2024	152.80	Bergeron, Jacquelyn	Utility Refunds: 0092015100-05
Ad Hoc Payment	Check	20682	8/28/2024	68.14	Bradley or Joshua or Tina Hanke	Utility Refunds: 0027003600-04
Ad Hoc Payment	Check	20683	8/28/2024	190.00	Carie Bishop Sanders	Utility Refunds: 0096002952-02
Ad Hoc Payment	Check	20684	8/28/2024	54.39	Coats, Scott or Margie	Utility Refunds: 0500004953-02
Ad Hoc Payment	Check	20685	8/28/2024	117.52	Cottonwood Properties Washington LLC	Utility Refunds: 0052064000-04

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	20686	8/28/2024	297.60	Creekside Homes Inc	Utility Refunds: 0085023832-24 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20687	8/28/2024	127.84	Danko,Lynn	Utility Refunds: 0063155220-03
Ad Hoc Payment	Check	20688	8/28/2024	141.40	David or Carrie Levine	Utility Refunds: 0065022814-01
Ad Hoc Payment	Check	20689	8/28/2024	267.14	Davis,Susan	Utility Refunds: 0045026540-02
Ad Hoc Payment	Check	20690	8/28/2024	95.27	DM Homes Inc	Utility Refunds: 0005021800-03
Ad Hoc Payment	Check	20691	8/28/2024	162.00	Dyche,Dale	Utility Refunds: 0062024700-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20692	8/28/2024	153.82	Evergreen Habitat for Humanity	Utility Refunds: 0074043300-07
Ad Hoc Payment	Check	20693	8/28/2024	189.24	Evergreen Habitat for Humanity	Utility Refunds: 0074043500-09
Ad Hoc Payment	Check	20694	8/28/2024	151.00	Gerald Lewis or Tien Nguyen	Utility Refunds: 0044079107-11 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20695	8/28/2024	105.95	Germano,Geoffrey	Utility Refunds: 0082005600-13
Ad Hoc Payment	Check	20696	8/28/2024	274.00	Gregory,Beverly	Utility Refunds: 0068068600-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20697	8/28/2024	254.45	Haines,Hailey or Nickolas	Utility Refunds: 0023001800-12
Ad Hoc Payment	Check	20698	8/28/2024	150.23	Harrsch,Mary or William	Utility Refunds: 0050009514-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20699	8/28/2024	130.81	Heidlebaugh,Katrina	Utility Refunds: 0069075300-03
Ad Hoc Payment	Check	20700	8/28/2024	24.16	Hellstrom,Lenny	Utility Refunds: 0055038400-04
Ad Hoc Payment	Check	20701	8/28/2024	51.32	Huddleston,Jaimi or Tanner	Utility Refunds: 0500005088-02
Ad Hoc Payment	Check	20702	8/28/2024	89.51	Hurless,Eric or Margo	Utility Refunds: 0025016800-07
Ad Hoc Payment	Check	20703	8/28/2024	22.68	Jeci Cope or Bryce Kiely	Utility Refunds: 0065022718-11
Ad Hoc Payment	Check	20704	8/28/2024	43.76	Jelic,Marica or Milorad	Utility Refunds: 0074089214-02
Ad Hoc Payment	Check	20705	8/28/2024	64.17	John or Rhondalene Meredieth	Utility Refunds: 0069087100-21
Ad Hoc Payment	Check	20706	8/28/2024	83.32	Jones,Michael or Rachelle	Utility Refunds: 0046061702-04
Ad Hoc Payment	Check	20707	8/28/2024	24.01	Juanita or Jacob or M'leah Woodward	Utility Refunds: 0099049150-07
Ad Hoc Payment	Check	20708	8/28/2024	117.37	Kelly Chelucci or Joseph Hicklin	Utility Refunds: 0047073200-11
Ad Hoc Payment	Check	20709	8/28/2024	27.95	Klement Jr,William	Utility Refunds: 0056071500-01
Ad Hoc Payment	Check	20710	8/28/2024	27.51	Kyle Belcher or Sijie Wang Belcher	Utility Refunds: 0061034007-22
Ad Hoc Payment	Check	20711	8/28/2024	39.12	Laderas,Antonio	Utility Refunds: 0076061115-01
Ad Hoc Payment	Check	20712	8/28/2024	115.65	Leishman,Steve	Utility Refunds: 0038020100-08
Ad Hoc Payment	Check	20713	8/28/2024	503.00	Leonard, Diane or Lisa Satterfield	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	20714	8/28/2024	118.19	Leung,Jane L or Alan	Utility Refunds: 0127003800-04
Ad Hoc Payment	Check	20715	8/28/2024	149.00	Lewis,Emily	Utility Refunds: 0062000336-10

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	20716	8/28/2024	600.00	London,Margaret	Utility Refunds: 0061034413-26 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20717	8/28/2024	76.90	Macwilliams,Sylvia	Utility Refunds: 0099052300-02
Ad Hoc Payment	Check	20718	8/28/2024	54.54	Makaila Troy or Jordan Moore	Utility Refunds: 0091050100-08
Ad Hoc Payment	Check	20719	8/28/2024	525.33	Malloy,Gerald	Utility Refunds: 0122006012-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20720	8/28/2024	66.01	Mcfall,Bradley	Utility Refunds: 0099052850-03
Ad Hoc Payment	Check	20721	8/28/2024	39.34	Mcmillan,Jeanya	Utility Refunds: 0076088000-01
Ad Hoc Payment	Check	20722	8/28/2024	59.58	Mid County Mngmnt PLLC	Utility Refunds: 0052064000-04
Ad Hoc Payment	Check	20723	8/28/2024	38.14	Miller,John or Donna	Utility Refunds: 0072054918-01
Ad Hoc Payment	Check	20724	8/28/2024	228.89	Moore,Kelly or Tiffany	Utility Refunds: 0088080021-06
Ad Hoc Payment	Check	20725	8/28/2024	42.28	Nicholas H or Mileah Navarre	Utility Refunds: 0157000600-01
Ad Hoc Payment	Check	20726	8/28/2024	90.88	Nostrand,Foster	Utility Refunds: 0041010535-05
Ad Hoc Payment	Check	20727	8/28/2024	45.96	Olin Homes LLC	Utility Refunds: 0500004723-01
Ad Hoc Payment	Check	20728	8/28/2024	159.16	Personal Property Management	Utility Refunds: 0063045310-05
Ad Hoc Payment	Check	20729	8/28/2024	108.68	Pickell,Tristan	Utility Refunds: 0028030115-21
Ad Hoc Payment	Check	20730	8/28/2024	47.91	Posey,Amy or Ian	Utility Refunds: 0031017400-01
Ad Hoc Payment	Check	20731	8/28/2024	23.24	Rakoz,Robert or Karon	Utility Refunds: 0044077949-16
Ad Hoc Payment	Check	20732	8/28/2024	92.02	Richard Knight Rendon	Utility Refunds: 0039066600-05
Ad Hoc Payment	Check	20733	8/28/2024	46.44	Robinson,Kelly or Lefawne	Utility Refunds: 0045654034-03
Ad Hoc Payment	Check	20734	8/28/2024	142.00	Roths Chucks Fresh Markets	Utility Refunds: 0098003031-07
Ad Hoc Payment	Check	20735	8/28/2024	198.55	Spooner,Marian P	Utility Refunds: 0099049050-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20736	8/28/2024	101.42	Stanislav Zamedyanskiy or Svetlana Zharikova	Utility Refunds: 0063084334-03
Ad Hoc Payment	Check	20737	8/28/2024	1,171.00	Steger,Douglas K	Utility Refunds: 0076060000-01
Ad Hoc Payment	Check	20738	8/28/2024	127.57	Stephens,Ronald E	Utility Refunds: 0101000062-10
Ad Hoc Payment	Check	20739	8/28/2024	228.00	Stewart,Sean	Utility Refunds: 0073003097-05
Ad Hoc Payment	Check	20740	8/28/2024	45.70	The Dennis and Geraldine Short Revocable Trust	Utility Refunds: 0032029100-04
Ad Hoc Payment	Check	20741	8/28/2024	43.64	The Estate of Thomas L Hibbard	Utility Refunds: 0063046160-02
Ad Hoc Payment	Check	20742	8/28/2024	171.20	Thomas,William or Michelle	Utility Refunds: 0032003200-02
Ad Hoc Payment	Check	20743	8/28/2024	109.00	Tina or Aaron Anderson or Cheryl Jensen	Utility Refunds: 0060073082-11 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20744	8/28/2024	4.55	Vancouver Housing Authority	Utility Refunds: 0074043500-09
Ad Hoc Payment	Check	20745	8/28/2024	42.10	Vanriper,Chris	Utility Refunds: 0062059800-12
Ad Hoc Payment	Check	20746	8/28/2024	127.16	Vickaryous,Monique	Utility Refunds: 0066037127-16

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	20747	8/28/2024	183.51	White,Mark	Utility Refunds: 0080086300-11
Miscellaneous Payment	Check	20748	8/28/2024	228.00	Aleksandr Medvedev	LUP-84321 (jobsite: 2904 E MCLOUGHLIN BLVD)
Miscellaneous Payment	Check	20749	8/28/2024	197.00	ARC of SW Washington	Refund duplicate payment to INV#77067547
Miscellaneous Payment	Check	20750	8/28/2024	7,919.40	BP Corporation North America, Inc	Refund: return sec deposit rec when COV purch 415 building
Miscellaneous Payment	Check	20751	8/28/2024	297.12	Eberle Vivian dba Liberty Mutual Group	Refund time loss check 7/31/24 - 7/31/24 that was issued in error as per Mahriah Huft, Sr.Claims Specialist
Miscellaneous Payment	Check	20752	8/28/2024	91.00	Edwards Construction Group	Refund duplicate payment to INV#77066613
Miscellaneous Payment	Check	20753	8/28/2024	717.22	Erik Kropp	COV - June2024
Miscellaneous Payment	Check	20754	8/28/2024	182.00	Family Haircuts	Refund duplicate payment to INV #77067173
Miscellaneous Payment	Check	20755	8/28/2024	132.00	Fantastic Floor	Refund duplicate payment to INV#77065587
Miscellaneous Payment	Check	20756	8/28/2024	1,772.03	Ginn Group	RES-357020 (jobsite: 11101 SE 19th ST)
Miscellaneous Payment	Check	20757	8/28/2024	57.00	HP Inc	Refund duplicate payment to INV#77064848
Miscellaneous Payment	Check	20758	8/28/2024	91.00	JOHNSON CONTROLS FIRE PROTECTION L.P.	Refund duplicate payment to INV #77066411
Miscellaneous Payment	Check	20759	8/28/2024	33.55	Kamal Thomas	Refund parking permit no longer needed
Miscellaneous Payment	Check	20760	8/28/2024	450.24	Key Mechanical Co of WA	MPE-355709 (jobsite: 3707 Main Street)
Miscellaneous Payment	Check	20761	8/28/2024	8,083.25	L & S Contractors	Roberto Huizar (5613 NE 54th St) Invoice # 24466
Miscellaneous Payment	Check	20762	8/28/2024	91.00	Marriott Hotel	Refund duplicate payment to INV#77063238
Miscellaneous Payment	Check	20763	8/28/2024	12,458.11	Nate's Plumbing Inc.	Michael Sitter And Jennifer Sitter (609 NE 104th Ave) Invoice # 38509
Miscellaneous Payment	Check	20764	8/28/2024	500.00	OREGON PROTECTIVE SERVICES	Refund duplicate payment to INV#77021565
Miscellaneous Payment	Check	20765	8/28/2024	394.00	Richard Jessup	Refund of triplicate payment to INV#77065783
Miscellaneous Payment	Check	20766	8/28/2024	10,542.32	Scott W. George	Claim Payment - DOI: 12/27/2022 - RISK
Miscellaneous Payment	Check	20767	8/28/2024	50.00	Steven McKenney	Damage deposit refund
Miscellaneous Payment	Check	20768	8/28/2024	57.00	Vancouver Bolt & Supply	Refund duplicate payment to INV #77066243
Expense Payment	Check	20769	8/28/2024	64.90	Corion Wynn	
Supplier Payment	Check	20770	8/28/2024	9,652.50	Action Onsite Inc	
Supplier Payment	Check	20771	8/28/2024	53.20	Airgas, Inc	
Supplier Payment	Check	20772	8/28/2024	300.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	20773	8/28/2024	750.00	Artstra	
Supplier Payment	Check	20774	8/28/2024	10,778.05	Brown & Wilson Partnership LLC	
Supplier Payment	Check	20775	8/28/2024	276.10	Chappelles Towing LLC	
Supplier Payment	Check	20776	8/28/2024	2,245.12	Chicago Title Company of WA	
Supplier Payment	Check	20777	8/28/2024	32,500.00	Choice Charities	
Supplier Payment	Check	20778	8/28/2024	123.84	Cintas	
Supplier Payment	Check	20779	8/28/2024	8.50	Clark County	
Supplier Payment	Check	20780	8/28/2024	1,014,732.13	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	20781	8/28/2024	840.63	Clark Public Utility District No. 1	
Supplier Payment	Check	20782	8/28/2024	447.16	Clark Public Utility District No. 1	
Supplier Payment	Check	20783	8/28/2024	587,310.94	Clark Public Utility District No. 1	
Supplier Payment	Check	20784	8/28/2024	8,112.92	Columbia Resource Company	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	20785	8/28/2024	3,347.90	Columbia Resource Company	
Supplier Payment	Check	20786	8/28/2024	349.79	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20787	8/28/2024	96.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20788	8/28/2024	157.07	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20789	8/28/2024	20,410.20	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	20790	8/28/2024	120,882.60	Consor North America Inc	
Supplier Payment	Check	20791	8/28/2024	50,455.00	Contech Engineered Solutions LLC	
Supplier Payment	Check	20792	8/28/2024	959.71	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	20793	8/28/2024	8,639.28	Cummins Inc	
Supplier Payment	Check	20794	8/28/2024	5,110.00	David Corey PHD PC	
Supplier Payment	Check	20795	8/28/2024	1,013.10	Delicious Dishes LLC	
Supplier Payment	Check	20796	8/28/2024	3,890.00	Elysium Events LLC	
Supplier Payment	Check	20797	8/28/2024	6,450.00	Emergency Leadership Training, Inc	
Supplier Payment	Check	20798	8/28/2024	9,692.89	Esther Short Commons LLP	
Supplier Payment	Check	20799	8/28/2024	6,461.90	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	20800	8/28/2024	326.10	Fidelity National Title Co of Washington	
Supplier Payment	Check	20801	8/28/2024	517.81	First-Citizens Bank & Trust Company	
Supplier Payment	Check	20802	8/28/2024	4,750.00	Fourth Plain Forward	
Supplier Payment	Check	20803	8/28/2024	3,009.41	Galls LLC	
Supplier Payment	Check	20804	8/28/2024	6,928.66	GC Systems Inc.	
Supplier Payment	Check	20805	8/28/2024	526.65	Global Payments Inc	
Supplier Payment	Check	20806	8/28/2024	43,566.14	Herrera Environmental Consultants Inc	
Supplier Payment	Check	20807	8/28/2024	2,500.00	Hispanic Metropolitan Chamber	
Supplier Payment	Check	20808	8/28/2024	1,370.60	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	20809	8/28/2024	2,649.02	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	20810	8/28/2024	135.00	Iverson-Miller Audio Productions, LLC	
Supplier Payment	Check	20811	8/28/2024	9,401.00	Jean Kim Foundation for the Homeless Education	
Supplier Payment	Check	20812	8/28/2024	41,306.00	Kar-Gor Inc	
Supplier Payment	Check	20813	8/28/2024	29,185.03	KBT Distributing LLC	
Supplier Payment	Check	20814	8/28/2024	3,708.22	Kittelson & Associates Inc	
Supplier Payment	Check	20815	8/28/2024	112.41	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	20816	8/28/2024	3,333.98	Lakeyland Inc	
Supplier Payment	Check	20817	8/28/2024	8,940.50	Line of Fire Defence Systems LTD	
Supplier Payment	Check	20818	8/28/2024	4,345.50	Marlow White Uniforms Inc	
Supplier Payment	Check	20819	8/28/2024	9,837.35	Mather and Sons Pump Service Inc	
Supplier Payment	Check	20820	8/28/2024	8,580.75	Maul Foster & Alongi Inc	
Supplier Payment	Check	20821	8/28/2024	500.00	Meadow Homes Neighborhood Association	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	20822	8/28/2024	1,475.85	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	20823	8/28/2024	1,535.30	Naegeli Reporting Corporation	
Supplier Payment	Check	20824	8/28/2024	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	20825	8/28/2024	1,111.35	Nancy Ann Newton	
Supplier Payment	Check	20826	8/28/2024	5,204.38	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	20827	8/28/2024	11,669.67	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	20828	8/28/2024	14,399.00	Newco Inc.	
Supplier Payment	Check	20829	8/28/2024	5,000.00	Northwest Public Employees Diversity Conference	
Supplier Payment	Check	20830	8/28/2024	13,289.71	Pacific Apex Construction LLC	
Supplier Payment	Check	20831	8/28/2024	511.59	Pacific Northwest Pollution Prevention Resources Center	
Supplier Payment	Check	20832	8/28/2024	7,391.00	Pio Irrevocable Living Trust	
Supplier Payment	Check	20833	8/28/2024	5,238.48	PPC Solutions Inc	
Supplier Payment	Check	20834	8/28/2024	335.00	Public Safety Testing Inc	
Supplier Payment	Check	20835	8/28/2024	1,622.90	Ramsay Signs	
Supplier Payment	Check	20836	8/28/2024	16,935.25	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	20837	8/28/2024	6,500.00	Redhand Advisors, LLC	
Supplier Payment	Check	20838	8/28/2024	4,020.90	San Diego Police Equipment Co Inc	
Supplier Payment	Check	20839	8/28/2024	51.42	SeaWestern Inc	
Supplier Payment	Check	20840	8/28/2024	240.00	Speed's Towing of Vancouver	
Supplier Payment	Check	20841	8/28/2024	63.60	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	
Supplier Payment	Check	20842	8/28/2024	1,307.16	State of Washington Department of Transportation	
Supplier Payment	Check	20843	8/28/2024	25,692.21	State of Washington Department of Transportation	
Supplier Payment	Check	20844	8/28/2024	30.51	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	20845	8/28/2024	30.51	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	20846	8/28/2024	2,937.00	Sun Badge Company	
Supplier Payment	Check	20847	8/28/2024	18,491.15	TCF Architecture, PLLC	
Supplier Payment	Check	20848	8/28/2024	3,675.00	Todd Prager & Associates LLC	
Supplier Payment	Check	20849	8/28/2024	467.20	Towing & Recovering Services Inc	
Supplier Payment	Check	20850	8/28/2024	1,437.72	Trilogy MedWaste West, LLC	
Supplier Payment	Check	20851	8/28/2024	2,660.97	Triple J Enterprises	
Supplier Payment	Check	20852	8/28/2024	4,555.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	20853	8/28/2024	168.00	Vancouver Aire LLC	
Supplier Payment	Check	20854	8/28/2024	108.88	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	20855	8/28/2024	423.95	W.B. Sprague Co. Inc.	
Supplier Payment	Check	20856	8/28/2024	1,576.54	Walter E Nelson Company	
Supplier Payment	Check	20857	8/28/2024	8,172.50	Washington Native Plant Society	
Supplier Payment	Check	20858	8/28/2024	430.56	Washington State Fire Fighters Apprenticeship Trust	
Supplier Payment	Check	20859	8/28/2024	295.40	Washington State Healthcare Authority	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	20860	8/28/2024	220.88	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	20861	8/28/2024	23,858.03	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
			Check	3,141,977.57		
Cash Advance Payment	Direct Deposit	EFT-00259081	8/22/2024	241.50	Nicholas Brodaczynski	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259082	8/22/2024	170.75	Rebecca Small	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259083	8/22/2024	285.75	Erik Schoolfield	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259084	8/22/2024	297.50	Andrew Nevue	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259085	8/22/2024	259.50	Steve Harris	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259086	8/22/2024	516.00	Chadd Nolan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259087	8/22/2024	497.60	Linda Carlson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259088	8/22/2024	469.50	Brian Schaffer	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259089	8/22/2024	469.50	Meagan Renner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259090	8/22/2024	469.50	Clesson Werner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259091	8/22/2024	469.50	McAvoy Shipp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259092	8/22/2024	516.00	Greg Catton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259093	8/22/2024	206.50	Chad Dammarell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259094	8/22/2024	331.50	Kimberly Kapp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259095	8/22/2024	276.50	Blanca Magallon	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259096	8/22/2024	368.00	Katherine Grose	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259097	8/22/2024	276.50	Nat Krase	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259098	8/22/2024	114.75	Timothy Esary	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259099	8/22/2024	310.50	Mark Nowak	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259100	8/22/2024	114.75	Daniel O'Meara	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259101	8/22/2024	359.50	James Dewey	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00259102	8/22/2024	251.75	Brandon Riedel	Travel Advance
Expense Payment	Direct Deposit	EFT-00259103	8/22/2024	130.00	Brian Billingsley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259104	8/22/2024	233.95	Charles Fell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259105	8/22/2024	168.47	Jay Glover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259106	8/22/2024	134.00	Eddie Alba	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259107	8/22/2024	5.00	Michael Whitney	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259108	8/22/2024	69.00	Bennie Romiti	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259109	8/22/2024	69.00	Tommy Razo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259110	8/22/2024	414.00	Rob Sumrall	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259111	8/22/2024	116.75	Keegan Benenati	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259112	8/22/2024	2,322.04	Erik Miletich	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00259113	8/22/2024	708.13	Eric Holmes	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00261203	8/29/2024	170.75	Stacey Dalgaard	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00261204	8/29/2024	232.75	Kyle Kirby	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00261205	8/29/2024	232.75	David Sturbelle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00261206	8/29/2024	144.25	Charlie Ahn	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00261207	8/29/2024	144.25	Jason Beach	Travel Advance
Expense Payment	Direct Deposit	EFT-00261208	8/29/2024	200.00	Noah Hilliker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261209	8/29/2024	299.94	Lisa Brandl	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261210	8/29/2024	216.00	Jeffrey Coad	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261211	8/29/2024	98.29	Erik Schoolfield	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261212	8/29/2024	34.72	Andrew Land	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261213	8/29/2024	216.00	Tad Mairs	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261214	8/29/2024	46.61	Kelly Bice	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261215	8/29/2024	61.50	Luke Koistinen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261216	8/29/2024	309.37	Eric Holmes	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00261217	8/29/2024	183.50	Sophie Ventura	Travel Advance
			Direct Deposit	14,233.87		
Supplier Payment	EFT	EFT-00259080	8/21/2024	126.07	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00259114	8/22/2024	23,100.89	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00259115	8/22/2024	450.00	Historic Music Preservation Project	
Supplier Payment	EFT	EFT-00259116	8/22/2024	2,621.41	Power Systems West	
Supplier Payment	EFT	EFT-00259117	8/22/2024	15,054.94	J & J Roofing and Construction	
Supplier Payment	EFT	EFT-00259118	8/22/2024	12,612.90	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00259119	8/22/2024	3,642.85	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00259120	8/22/2024	4,021.86	Key Code Media, Inc	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00259121	8/22/2024	934.82	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00259122	8/22/2024	23,062.78	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00259123	8/22/2024	14,440.00	StreamlineAM LLC	
Supplier Payment	EFT	EFT-00259124	8/22/2024	4,684.55	Fire Systems West	
Supplier Payment	EFT	EFT-00259125	8/22/2024	6,875.77	Tapani Inc	
Supplier Payment	EFT	EFT-00259126	8/22/2024	1,523.98	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00259127	8/22/2024	24,898.55	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00259128	8/22/2024	25,337.22	Live Love Outreach	
Supplier Payment	EFT	EFT-00259129	8/22/2024	145,658.75	Jeffries Construction	
Supplier Payment	EFT	EFT-00259130	8/22/2024	75.00	Amy Lynn Roark	
Supplier Payment	EFT	EFT-00259131	8/22/2024	6,453.75	Del Sol Inc	
Supplier Payment	EFT	EFT-00259132	8/22/2024	154.01	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00259133	8/22/2024	56,484.00	Capitol Asset & Pavement Services Inc	
Supplier Payment	EFT	EFT-00259134	8/22/2024	2,363.16	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00259135	8/22/2024	3,327.31	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00259136	8/22/2024	1,937.04	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00259137	8/22/2024	4,283.71	Marten Law LLP	
Supplier Payment	EFT	EFT-00259138	8/22/2024	2,876.99	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00259139	8/22/2024	2,470.00	Pacifica Law Group LLP	
Supplier Payment	EFT	EFT-00259140	8/22/2024	3,055.25	Envirolssues Inc	
Supplier Payment	EFT	EFT-00259141	8/22/2024	172,170.25	Brown and Caldwell - Remit To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00259142	8/22/2024	6,152.55	Kearns & West Inc	
Supplier Payment	EFT	EFT-00259143	8/22/2024	201,269.67	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00259144	8/22/2024	9,141.67	Oregon Rifleworks LLC	
Supplier Payment	EFT	EFT-00259145	8/22/2024	18,812.82	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00259146	8/22/2024	7,500.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00259147	8/22/2024	11,203.98	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00261080	8/23/2024	134.95	Legal Shield	
Supplier Payment	EFT	EFT-00261081	8/23/2024	1,154.67	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00261082	8/23/2024	18,331.58	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00261083	8/23/2024	12,192.25	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00261084	8/23/2024	32,742.88	IAFF Local #452	
Supplier Payment	EFT	EFT-00261218	8/29/2024	28,062.89	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00261219	8/29/2024	501.59	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00261220	8/29/2024	274.51	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00261221	8/29/2024	236,544.68	Ross Builders Northwest, LLC	
Supplier Payment	EFT	EFT-00261222	8/29/2024	295.00	Pacifica Law Group LLP	
Supplier Payment	EFT	EFT-00261223	8/29/2024	11,397.20	Right Click Solutions Inc.	
Supplier Payment	EFT	EFT-00261224	8/29/2024	2,250.00	Unitarian Universalist Church of Vancouver	
Supplier Payment	EFT	EFT-00261225	8/29/2024	9,166.81	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00261226	8/29/2024	55,778.53	Alta Planning & Design	
Supplier Payment	EFT	EFT-00261227	8/29/2024	9,940.46	Ntooitive Digital LLC	
Supplier Payment	EFT	EFT-00261228	8/29/2024	28,316.09	Share	
Supplier Payment	EFT	EFT-00261229	8/29/2024	6,957.67	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00261230	8/29/2024	4,000.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00261231	8/29/2024	125.58	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00261232	8/29/2024	26,305.40	Pacific Office Automation Inc,	
Supplier Payment	EFT	EFT-00261233	8/29/2024	136,766.32	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00261234	8/29/2024	37,448.97	Wager Audio Inc	
Supplier Payment	EFT	EFT-00261235	8/29/2024	2,836.65	Lifeline Connections	
Supplier Payment	EFT	EFT-00261236	8/29/2024	1,360.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00261237	8/29/2024	3,595.00	Purple Communications Inc	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00261238	8/29/2024	35,425.93	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00261239	8/29/2024	7,628.84	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00261240	8/29/2024	107,791.58	Do Good Multnomah	
Supplier Payment	EFT	EFT-00261241	8/29/2024	121,099.36	Del Sol Inc	
Supplier Payment	EFT	EFT-00261242	8/29/2024	1,824,151.36	Operations Management International Inc	
Supplier Payment	EFT	EFT-00261243	8/29/2024	17,747.50	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00261244	8/29/2024	6,187.50	The Phia Group, LLC	
Supplier Payment	EFT	EFT-00261245	8/29/2024	526.39	Columbia West Engineering	
Supplier Payment	EFT	EFT-00261246	8/29/2024	38.38	Ziply Fiber	
Supplier Payment	EFT	EFT-00261247	8/29/2024	530.19	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00261248	8/29/2024	200,075.49	Tapani Inc	
Supplier Payment	EFT	EFT-00261249	8/29/2024	24,869.94	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00261250	8/29/2024	9,548.00	Otak Inc	
Supplier Payment	EFT	EFT-00261251	8/29/2024	970.38	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00261252	8/29/2024	1,777.10	North Fork Landscape	
Supplier Payment	EFT	EFT-00261253	8/29/2024	14,607.90	Walker Consultants, Inc	
Supplier Payment	EFT	EFT-00261254	8/29/2024	1,800.02	Live Love Outreach	
Supplier Payment	EFT	EFT-00261255	8/29/2024	27,326.91	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00261256	8/29/2024	14,770.00	Brown and Caldwell - Remit To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00261257	8/29/2024	2,187.93	Autism Empowerment	
			EFT	3,904,318.88		
Supplier Payment	Manual Wire		8/15/2024	154.85	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		8/15/2024	427.09	JP Morgan Chase Bank	
Supplier Payment	Manual Wire		8/19/2024	44,466.95	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		8/19/2024	158,751.58	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/19/2024	15,662.60	Washington Dental Service	
Supplier Payment	Manual Wire		8/20/2024	3,662.62	Internal Revenue Service	
Supplier Payment	Manual Wire		8/21/2024	8,824.08	Superior, LLC	
Supplier Payment	Manual Wire		8/23/2024	6,648.21	Washington SDU	
Supplier Payment	Manual Wire		8/23/2024	22,989.94	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		8/23/2024	33,782.50	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		8/23/2024	28,875.00	Washington State Firefighters	
Supplier Payment	Manual Wire		8/23/2024	319,606.64	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		8/23/2024	604.00	Oregon SDU	
Supplier Payment	Manual Wire		8/23/2024	62,796.26	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		8/23/2024	94,819.78	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		8/26/2024	19,364.10	Washington Dental Service	
Supplier Payment	Manual Wire		8/26/2024	319,913.46	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/26/2024	1,312,796.48	Internal Revenue Service	
Supplier Payment	Manual Wire		8/27/2024	12,635.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		8/27/2024	49,553.97	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		8/28/2024	732.92	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		8/28/2024	526,180.89	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		8/28/2024	68,899.28	Paymentus Corporation	
Supplier Payment	Manual Wire		8/29/2024	942,638.83	State of Washington Department of Retirement Systems (DRS)	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Manual Wire		8/29/2024	16,518.40	Washington Dental Service	
Supplier Payment	Manual Wire		8/29/2024	208,867.70	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/30/2024	401,365.03	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		8/30/2024	8,949.74	VSP Vision Care Inc	
Supplier Payment	Manual Wire		8/30/2024	81,345.90	Liberty Mutual Group Inc.	
			Manual Wire	4,771,833.80		
			Checks	3,141,977.57		
			Direct Deposit	14,233.87		
			EFT	3,904,318.88		
			8/26/2024	34,654.94	City Payments	Posted 08-19-24 to 08-25-24
			9/3/2024	21,819.24	City Payments	Posted 08-26-24 to 09-01-24
			Hansen Total	56,474.18		
			8/26/2024	1,089.00	Miscellaneous	Parks Class Refunds FCC 08-19-24 to 08-25-24
			8/26/2024	2,830.25	Miscellaneous	Parks Class Refunds MCC 08-19-24 to 08-25-24
			9/3/2024	258.00	Miscellaneous	Parks Class Refunds FCC 08-26-24 to 09-01-24
			9/3/2024	1,866.77	Miscellaneous	Parks Class Refunds MCC 08-26-24 to 09-01-24
			VISA Total	6,044.02		
			Payroll Total	4,468,164.56		
			GRAND TOTAL	16,363,046.88		

City of Vancouver
Payroll Council Report
August 19, 2024 - September 1, 2024

Check No.	Date	Explanation	Amount
2334 - 2366	08/23/24	August 23rd Payroll	\$ 16,136.92
259148 - 261079	08/23/24	August 23rd Direct Deposits	\$ 4,401,020.50
2367 - 2373	08/30/24	08 2024 Pension Payroll	\$ 8,378.93
261092 - 261135	08/30/24	08 2024 Pension Direct Deposits	\$ 42,628.21

\$ 4,468,164.56

Staff Report: 167-24

AN ORDINANCE authorizing the execution of a contract amendment with Kennedy Jenks Consultants, Incorporated (“Consultant”), to continue providing wastewater treatment and other related services (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

To: Mayor and City Council
From: City Manager
Date: September 9, 2024

Subject

Ordinance Authorizing Amendment to Professional Services Agreement - Final Design Services for Marine Park Solids Force Main Project - C-100250

Key Points

- From 2020 through spring 2024, engineering firm Kennedy Jenks conducted a Feasibility Study and a Preliminary Design Report for a pipeline to convey wastewater solids from Marine Park Wastewater Treatment Facility (WWTF) to Westside WWTF.
- Kennedy Jenks has contracted with the City for this project under on-call Professional Services Agreement (PSA) C-100250.
- This proposed amendment would extend the existing contract with Kennedy Jenks to complete design and issue bid documents.
- The installation of a new solids force main from Marine Park will relieve the current influent loading of solids at Westside by redirecting the waste directly to Westside’s solids processing facility.

Strategic Plan Alignment

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

Present Situation

The Marine Park WWTF does not treat the solids removed from the wastewater. These solids are currently pumped to the Southside Interceptor at East 5th Street and Grand Boulevard, which then flows by gravity to the influent headworks at Westside WWTF. Thus, the solids are counted toward the loading to Westside.

The project to re-route Marine Park WWTF solids directly to Westside’s solids processing facility was included in the original facility plan for Marine Park WWTF (1996), and the project was placed in the 2011 General Sewer Plan for Vancouver.

During the past 8 years, the influent loading of solids at Westside WWTF has consistently reached 85% of rated treatment capacity for influent loading which now requires that City staff address treatment capacity. This project is a major strategy to relieve the influent loading and preserve treatment capacity at Westside.

Kennedy Jenks provided planning and design for this project, and engaged collaboratively with wastewater engineering and operations staff, as well as other key stakeholders throughout the project. They have proven qualifications with the completion of similar sewer projects of the size and complexity of Vancouver's project.

Kennedy Jenks Consultants have completed contract tasks within budget (\$493,296) resulting in the final Feasibility Study and Preliminary Engineering Report. The next phase (design) is proposed at \$2,811,186 and will include construction plans and specifications for construction bidding.

Advantage(s)

Provides for continued specialty technical services to complete a complex, comprehensive design for wastewater solids force main pipe extending from Marine Park WWTF to Westside WWTF.

Challenge(s)

None

Budget Impact

The Marine Park Solids Force Main project is programmed into the Wastewater Treatment Capital budget for \$20,200,000 from 2024 to 2027 and accommodates the cost of engineering design services requested in this proposed amendment. The project is funded by the existing cash in the fund.

Prior Council Review

December 2, 2019 - Council approval of Professional Services Agreement C-100250 with Kennedy Jenks Consultants in the amount of \$800,000.

May 15, 2023 - Council approval of Amendment No. 1 to Professional Services Agreement C-100250 in the amount of \$500,000, increasing the total contract authorized amount to \$1,300,000.

August 26, 2024 - Consent Agenda, 1st reading of ordinance.

Action Requested

Upon second reading and a public hearing, approve the ordinance. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100250 with Kennedy Jenks Consultants of Portland, Oregon, to: (1) increase by \$2,004,482 for a total contract amount of \$3,304,482, and (2) extend contract expiration date from December 31, 2024, to December 31, 2026, with a mutual option to extend an additional period to December 31, 2030.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:

1. Ordinance extending KennedyJenks Contract
2. Kennedy Jenks C-100250 executed
3. Amendment No 1 executed
4. Amendment No 2 draft
5. Map

8/**/24
8/**/24

ORDINANCE M - _____

AN ORDINANCE authorizing the execution of a contract amendment with Kennedy Jenks Consultants, incorporated (“Consultant”), to continue providing wastewater treatment and other related services (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

WHEREAS, Consultant has provided engineering and related services to the City under the current agreement beginning January 27, 2020, with the original five-year term expiring December 31, 2024; and

WHEREAS, City authorized Amendment No. 1 to Professional Services Agreement with Consultant on May 15, 2023 to increase the authorized amount of the agreement by \$500,000; and

WHEREAS, to ensure continuity of engineering and related services, the City wishes to extend the use of Consultant’s Services until December 31, 2027, with a mutually agreeable option to extend an additional period until December 31, 2030; and

WHEREAS, the City anticipates additional procurement options with this Consultant may become available in the next 4-6 months. Extending this agreement through that timeframe will ensure the City continues to receive this critical service while maintaining greater flexibility in the future; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to authorize the execution of contracts with a duration of more than five years by ordinance; and

ORDINANCE - 1

Does not require codification

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute a contract amendment with Consultant for the continuation of Consultant's Services to the City.

Section 2. Duration. This contract amendment is extended until no later than December 31, 2027, with a mutual option to extend an additional period until December 31, 2030 upon written agreement of the Parties.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be ordered by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This Ordinance shall go into effect 30 days after its recording.

ORDINANCE - 2

Does not require codification

SIGNED this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE authorizing the execution of a contract amendment with Kennedy Jenks Consultants, incorporated to continue the provision of engineering services to the City of Vancouver, Washington; authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date. The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification

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.

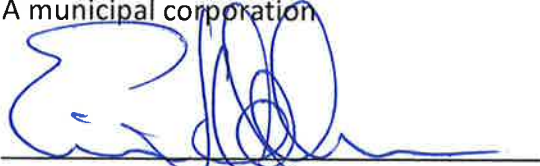
23. Nondiscrimination.

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

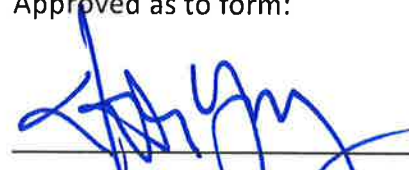

Signature:

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-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

DocuSigned by:

Eric Holmes

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Eric Holmes, City Manager

5/18/2023

Date

Attest:

DocuSigned by:

Natasha Ramras

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Jonathan Young

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Jonathan Young, City Attorney

CONTRACTOR:

Kennedy Jenks Consultants

DocuSigned by:

Michael Humm

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Signature

Michael Humm

Oregon Operations Manager

Printed Name /Title

5/16/2023

Date



**SERVICE AGREEMENT #C-100250
AMENDMENT No. 2
ON-CALL WASTEWATER SYSTEM PLANNING DESIGN**

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", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$2,004,482, for the final design services for Marine Park solids force main project, to a revised authorized amount of \$3,304,482.
2. Amend the language contained in Section 5, Time of Performance, with language as follows:
 - Termination date of agreement changed to December 31, 2026, with the option to extend up to an additional four years as needed to complete this project.
3. 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:
Company Name

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Vancouver's Wastewater Treatment Facilities



Marine Park

Proposed
Marine Park Solids
Conveyance to
Westside

Westside

Solids
Facility