

City Council Meeting Agenda July 27, 2020

The City is working diligently to address the threat posed by COVID-19 (Novel Coronavirus). The City is following the guidance from state and county public health officials to take all efforts to prevent the spread of this virus.

In compliance with the Governor's Emergency Proclamation 20-28.6 (extended by Proclamation 20-28.7), and in the interest of the safety and welfare of the public, the community, and our employees and to limit the spread of the virus, ***this City Council meeting will not be open to in-person attendance.*** Council will be attending this meeting remotely via video conference.

All City Council workshops and meetings are broadcast (live closed captioning available) on www.cvtv.org, CVTV cable channels 23 / HD 323, and on the City's Facebook page, www.facebook.com/VancouverUS.

In addition, members of the public who wish to listen to the meeting over conference call may do so by calling: 1-877-309-2073 and entering access code 327-538-413 when prompted (credentials unique to this meeting).

Council will be accepting remote testimony under Citizen Communication for the Consent Agenda (comments regarding Items 1-2 on the agenda below only) and under the Citizen Forum (any topic). Testimony will be accepted in the following manner:

- **Written comments submitted in advance**

Comments may be sent to cmo@cityofvancouver.us by 12:00 p.m. on July 27. Comments will be compiled and sent to the City Council and entered into the record.

- **Remote testimony during the meeting**

Advance registration is required to testify. Anyone wishing to testify on items under the Consent Agenda below or for the Citizen Forum must register by 12:00 p.m. on July 27.

Visit the following website for more information and to register:

<https://www.cityofvancouver.us/citycouncil/webform/register-provide-remote-council-meeting-testimony>, or call the City Manager's Office at (360) 487-8600.

Further instructions for remotely accessing the meeting will be provided upon registration. Each person will be asked to limit testimony to three minutes and provide their name and city of residence for the record.

WORKSHOPS

To be conducted remotely.

4:00-6:00 p.m. [The Heights District Plan](#)

Chad Eiken, Community and Economic Development Director, 487-7882; Rebecca Kennedy, Long Range Planning Manager, 487-7896; Marjorie Ledell, Chair, Vancouver Planning Commission

[Heights District Plan](#) (July 2020) | [Heights District Plan Appendices](#) (July 2020) | [Final Environmental Impact Statement](#) (July 10, 2020)

COUNCIL CONSENT AGENDA MEETING

6:30 PM

To be conducted remotely

Call to Order and Roll Call

Citizen Communication (Items 1-2) - See general protocol above

Consent Agenda (Items 1-2)

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. Professional services agreements (PSAs) for on-call Stormwater Engineering retrofit planning and design services

Staff Report 090-20

Request: Authorize the City Manager or his designee to execute Professional Services Agreements with Otak, Harper Houf Peterson Righellis, Maul Foster & Alongi, Gray & Osborne, and MacKay Sposito, all of Vancouver; Herrera Environmental

Consultants, HDR Engineering, Brown and Caldwell, Parametrix, and Mead & Hunt, all of Portland, for the provision of stormwater retrofit planning and design services on an as-needed basis for five years. The total value of each contract will not exceed \$1,000,000 for the 5 year life of each contract.

Aron Rice, Civil Engineer, 487-7170

2. Approval of Claim Vouchers

Request: Approve claim vouchers for July 27, 2020.

Citizen Forum (up to 90 minutes)

This is the place on the agenda where the public is invited to speak to Council regarding any issue. Up to 90 minutes will be allotted for the Citizen Forum. Each speaker must register in advance, per the general protocol outlined at the top of this agenda. Detailed instructions and protocol will be provided to registered speakers once the advance registration closes. Each speaker shall have one opportunity to address the Council. Citizens testifying are asked to limit testimony to three minutes.

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 (Voice/TTY 487-8602). 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.



TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/27/2020

SUBJECT Workshop - The Heights District Plan

Present Situation

- Heights District Plan (July 2020)
- Heights District Plan Appendices (July 2020)
- Final Environmental Impact Statement (July 10, 2020)

ATTACHMENTS:

- Workshop Presentation

The Heights District Plan

VANCOUVER
CITY HALL



July 27, 2020
City Council Workshop

Chad Eiken, CED Director
Rebecca Kennedy, Planning Manager
Marjorie Ledell, Chair, Planning Commission

[The Heights District Plan | 1](#)

Presentation Overview

- Project goals, timeline, deliverables
- Roadway Capacity Analysis & Traffic Impact Study
- Transportation Recommendations, Strategies & Response to Public Input
- Holistic Sustainability Approach
- EIS Findings, Public Comments, and Responses: Emergency Services, Utilities, & Environment
- Phased Implementation Strategy
- Next Steps
- Questions and Discussion

Planning Commission/City Council Review

Planning Commission:

- March 27, 2018
- July 24, 2018
- December 11, 2018
- March 12, 2019
- June 11, 2019
- October 22, 2019
- December 10, 2019
- February 11, 2020 (PH)



City Council Workshops:

- July 2, 2018
- October 22, 2018
- February 4, 2019
- June 10, 2019
- September 17, 2019
- November 18, 2019
- March 2, 2020
- July 13, 2020
- July 20, 2020

City Council Public Hearings to extend Tower Mall Development Moratorium:

- November 13, 2017
- May 14, 2018
- November 5, 2018
- April 15, 2019
- October 7, 2019
- March 16, 2020

The Heights District Plan | 3

Heights District Plan: Project Deliverables

1. ***Subarea Plan*** for the 205-acre Heights District that will include an overarching vision for the area, and make recommendations on design, land use, housing transportation, public space, and implementation priorities.
2. ***Detailed Redevelopment Plan*** for the 63-acre Tower Mall redevelopment area that will include a market analysis, feasibility study, phased redevelopment plan, and partnerships and implementation recommendations.
3. ***Environmental Impact Statement:*** Planned Action SEPA Analysis that includes thresholds for a mix of uses and will enable expedited review of future development proposals.

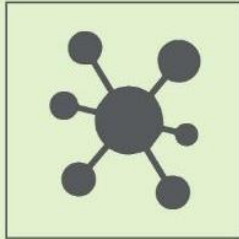
Heights District Plan: Project Goals

- Establish a vision for a **vibrant neighborhood center**
- Catalyze additional **private development** in the District
- **Involve the public** in the planning / design process
- Include **affordable** income-based housing
- Include accessible **public open space**
- Utilize innovative urban design and **sustainable development practices**
- Plan for the creative and functional **integration of transit**
- Increase **multi-modal connectivity** in the District uses



A Vision for the Heights

PRIMARY DRIVERS



1. Connectivity

- Creation of a walkable and bikeable street network with connections to nearby trails
- Maintain local and regional connections to services and amenities in Downtown Vancouver, Portland, etc.
- Improved traffic safety at intersections, through improved lighting, signals, and visibility



2. Community Health, Wellness & Equity

- Walkable, healthy food options, such as grocery stores and farmers markets
- Uses that promote “healthy” living, including playgrounds and exercise/athletic facilities
- Maintain social and support services for underserved families in the area



3. Sustainability

- Increase urban greenspace and trees while preserving existing significant trees
- Break up existing pattern of pavement and gravel
- Address drainage and flooding issues along major corridors

SECONDARY DRIVERS



4. Public Realm

- Creation of flexible gathering spaces that can accommodate community activities and events
- Provide a variety of active open spaces, including dog parks, playfields, and community gardens
- Well-maintained public spaces and sidewalks



5. Economic Development

- Restaurants and other food options that are affordable and easy to walk to
- Specialty, health-focused grocery store
- Maintain “small business” culture by saving existing locally owned businesses and attracting new local businesses



6. Mixed Income Housing

- Increased housing variety that includes mixed types (i.e. senior housing) and mixed incomes
- Mindful placement and integration of low-income housing
- Keeping housing options affordable for a diverse demographic, from seniors to young families



7. Urban Character/Form

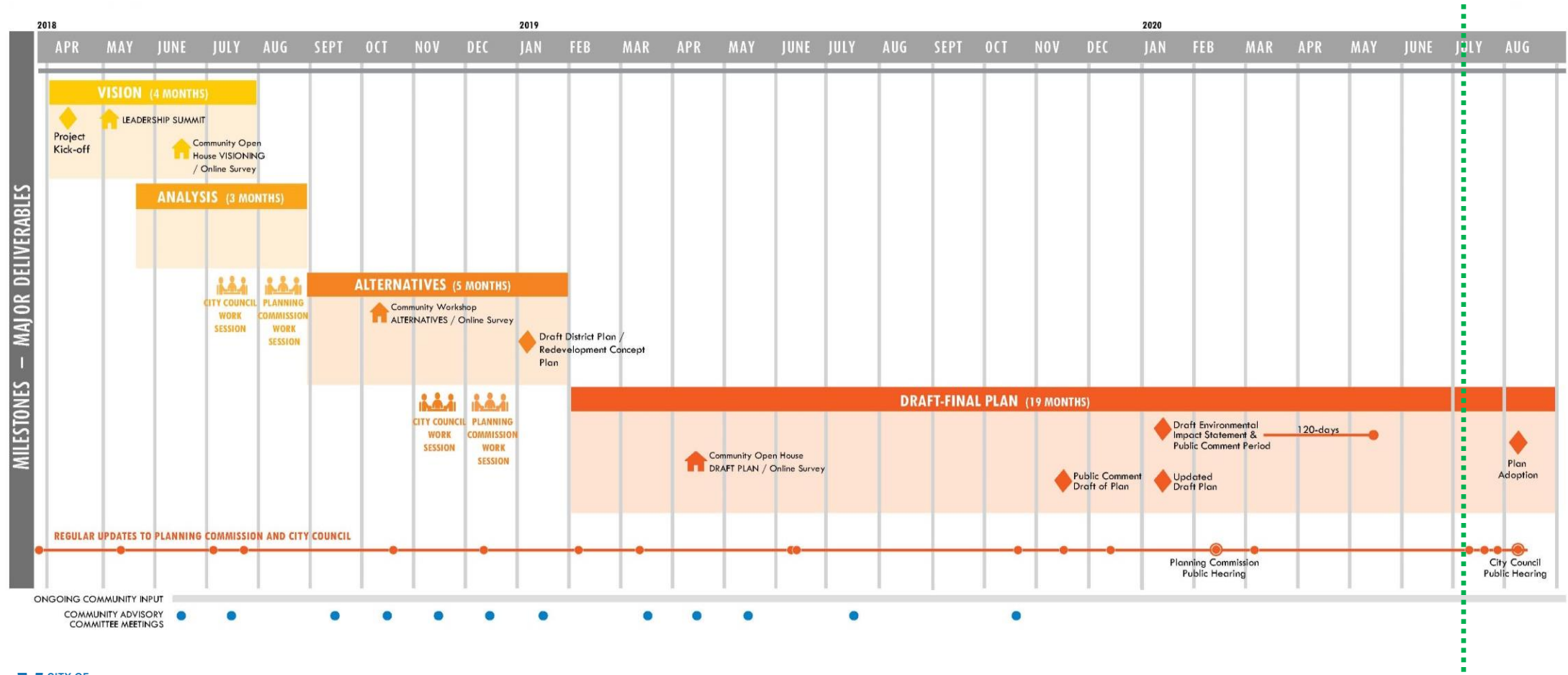
- Creation of a distinct identity through urban form
- Attractive, appealing architecture that complements existing neighborhood character
- Appropriate scale (number of stories) of buildings



8. Arts/Culture

- Installation of art pieces, such as murals, that can be participatory and reflect local history
- Dedicated, flexible venues for arts and cultural events
- Neighborhood library as a cultural amenity

Heights District Plan: Timeline & Phasing



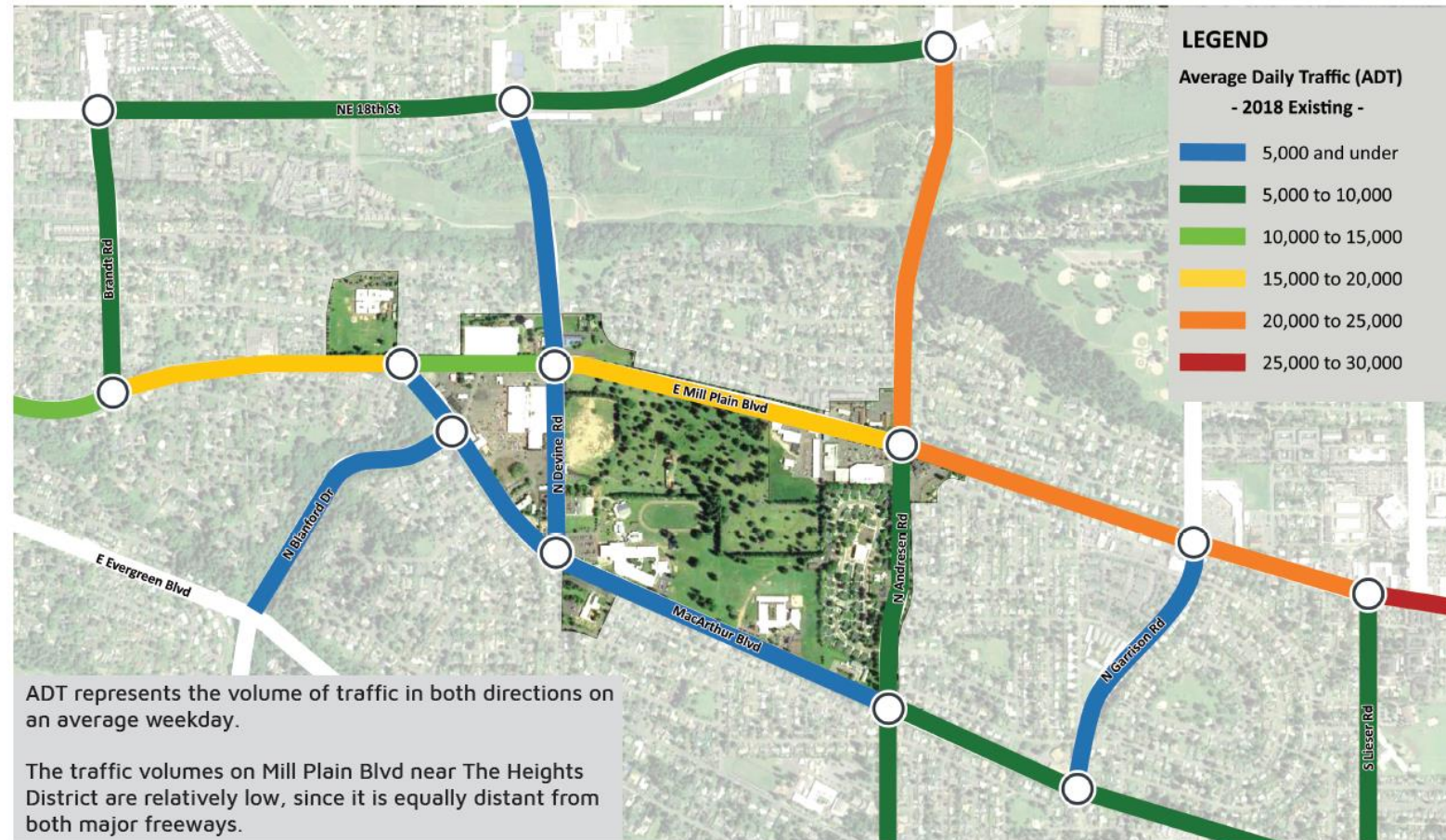
Heights District: Existing Conditions Analysis

- Current Land Use Mix
- Market Analysis & Redevelopment Potential
- Demographics
- Income-based housing
- **Transportation Network, Access & Impacts**
- Sustainability program



Roadway Capacity Analysis

EXISTING AVERAGE DAILY TRAFFIC



Traffic Impact Study: Data Collection

- Traffic data was collected at intersections in the study area in early June 2018
- Data was collected while school was in session, and **peak periods** were adjusted to account for school drop off and pick up:
 - Weekday AM Peak: 7am-10am
 - Weekday PM Peak: 2pm-6pm
- Counts included vehicles, pedestrians, bicycles and heavy vehicles
- Analysis also included existing signal timing at signalized intersections in the District
- Because multiple intersections were heavily influenced by school traffic, the **peak hour** determination for each intersection was individualized, to account for the heaviest traffic volumes

Traffic Impact Study: Build Alternative

- The Build alternative represents future conditions in the Regional Transportation Plan, which includes the following improvements:
 - Additional westbound left-turn lane at Mill Plain and Lieser
 - Signal optimization along Mill Plain corridor and at Andresen and 18th Street intersection
- Traffic forecasts utilize the Southwest Washington Regional Transportation Council (RTC) travel demand model

Traffic Impact Study: Data Collection

- Assumes 1,800 new residential units within the District
- Assumes the same number of commercial trips, even though total commercial square footage will decrease from 258,000 sf to 204,000 sf
- Trip generation developed using the 10th Edition Institute of Traffic Engineers (ITE) Trip Generation Manual



Traffic Impact Study: LOS Today



Traffic Impact Study: Intersection LOS 2038, BUILD



Traffic Impact Study: Intersection LOS 2038, No Build



Traffic Impact Study: Findings & Recommendations

- Current capacity of existing roadways can accommodate new trips generated by proposed redevelopment
- All intersections are currently operating at an acceptable level (LOS D or above), except for the unsignalized intersection at MacArthur-Lieser-St. Helens Road
- Some intersection approaches are operating at an LOS E, but this is similar between the Build and No Build scenarios
- Planned improvements, including roundabouts at MacArthur and Devine and MacArthur and Andresen will improve traffic operations from their current condition and support new development
- A planned traffic signal at the MacArthur-Leiser-St. Helen's intersection, while outside the Heights District, will address the biggest traffic challenge in the area
- The addition of protected/permitted left turns (flashing yellow arrow) at Mill Plain/Garrison and Andresen/18th Street will further improve traffic operations

Potential Diversion Traffic: Baseline Traffic Counts

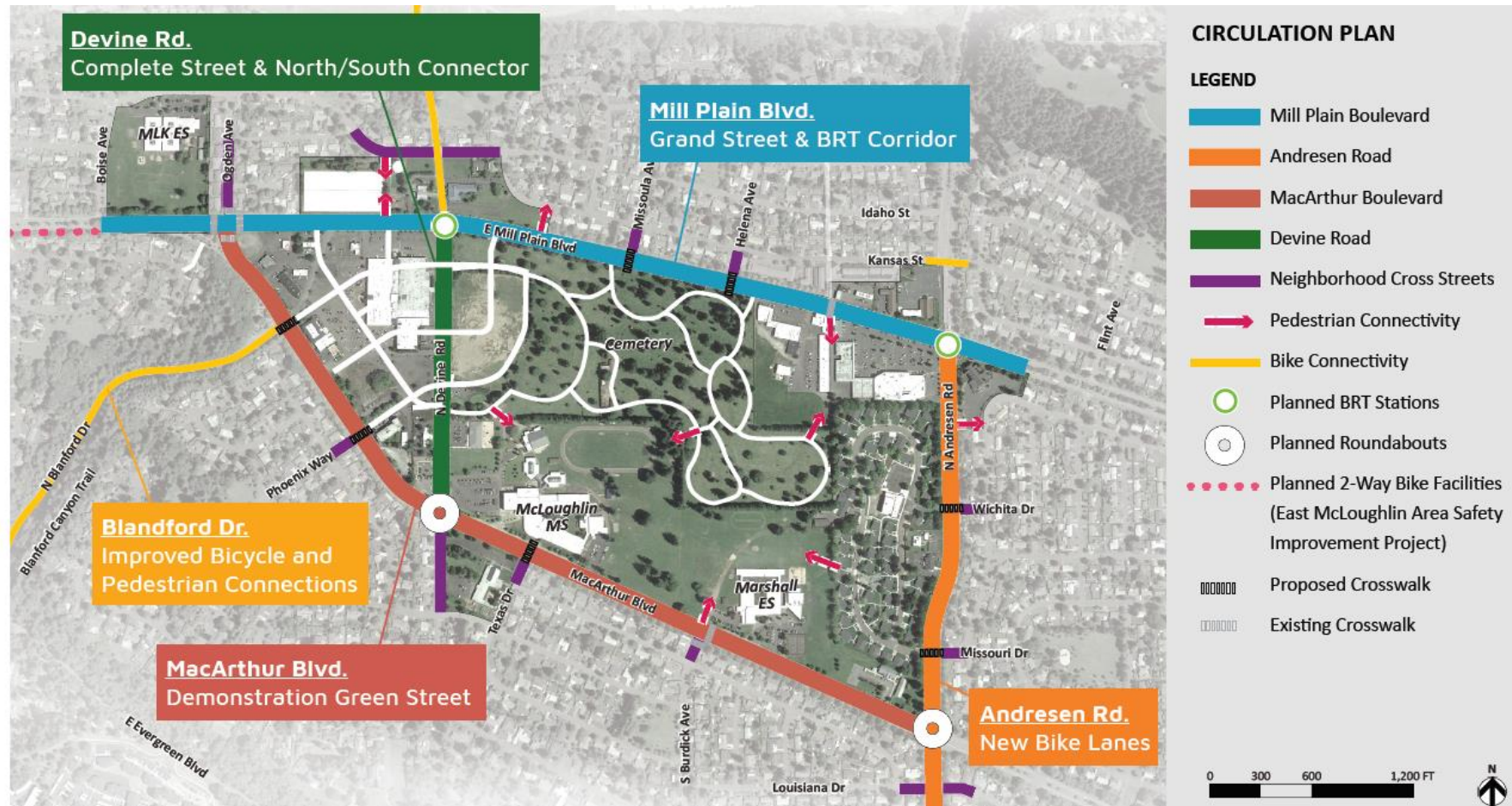
- Baseline traffic counts are being conducted in neighborhoods adjacent to the Heights
- Pre-COVID traffic counts were done for streets in the Evergreen Highlands and Northcrest neighborhoods
- Early results indicate speeds and volumes that are fairly low, and would not meet eligibility thresholds for the City's Neighborhood Traffic Calming Program
 - Speeds are below 30 mph and ADT is below 300, and often below 200
- City has committed to annual traffic counts and to implementing traffic calming and diversion reduction measures if/when counts meet thresholds for existing Neighborhood Traffic Calming Program

Heights District Plan: Recommendations

- Land Use & Urban Design
- Public Realm & Open Space
- Equity, Jobs & Housing
- Economic Vitality
- **Mobility, Access & Circulation**
- **Sustainability**



The Heights District: Circulation & Access



The Heights District: Mill Plain Boulevard



The Heights District: Devine Road



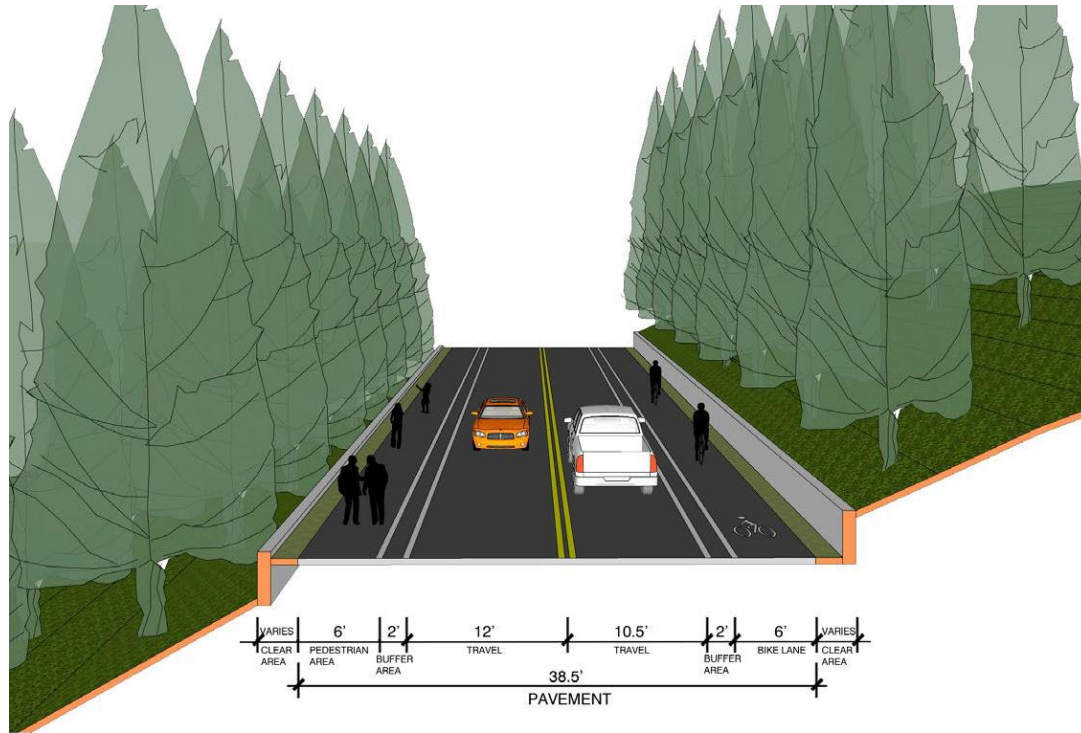
The Heights District: MacArthur Boulevard



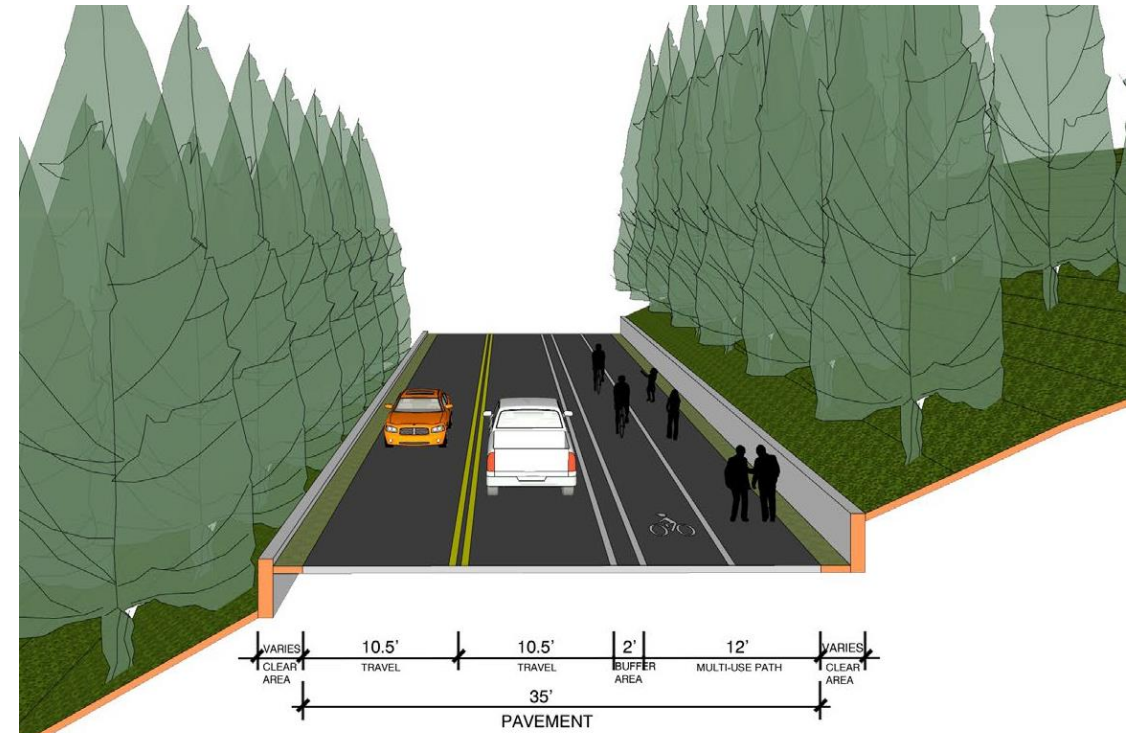
The Heights District: Andresen Road



The Heights District: Blandford Drive



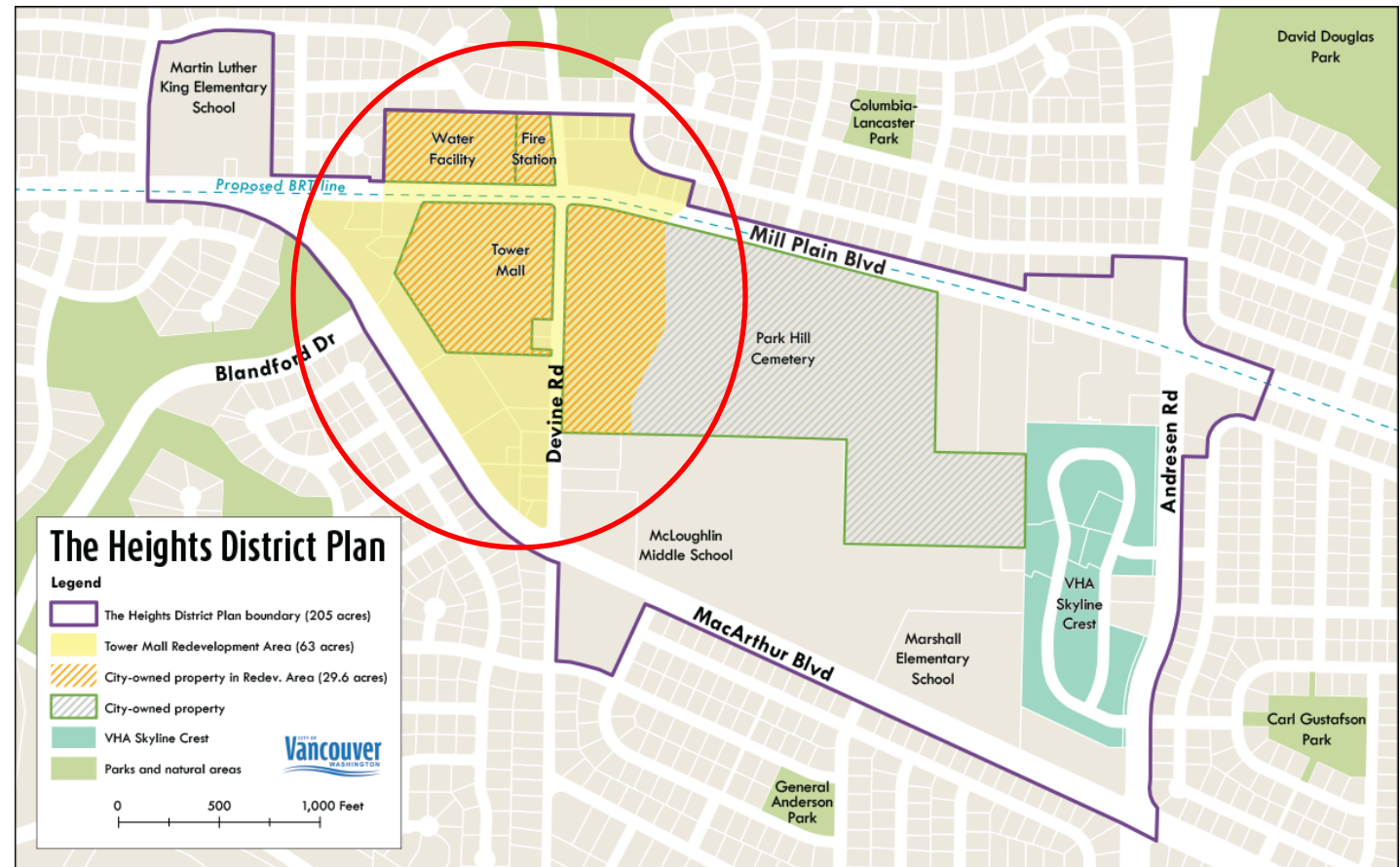
OPTION 1: BLANDFORD DRIVE SECTION A



OPTION 2: BLANDFORD DRIVE SECTION A

Recommendations: Tower Mall Redevelopment Area

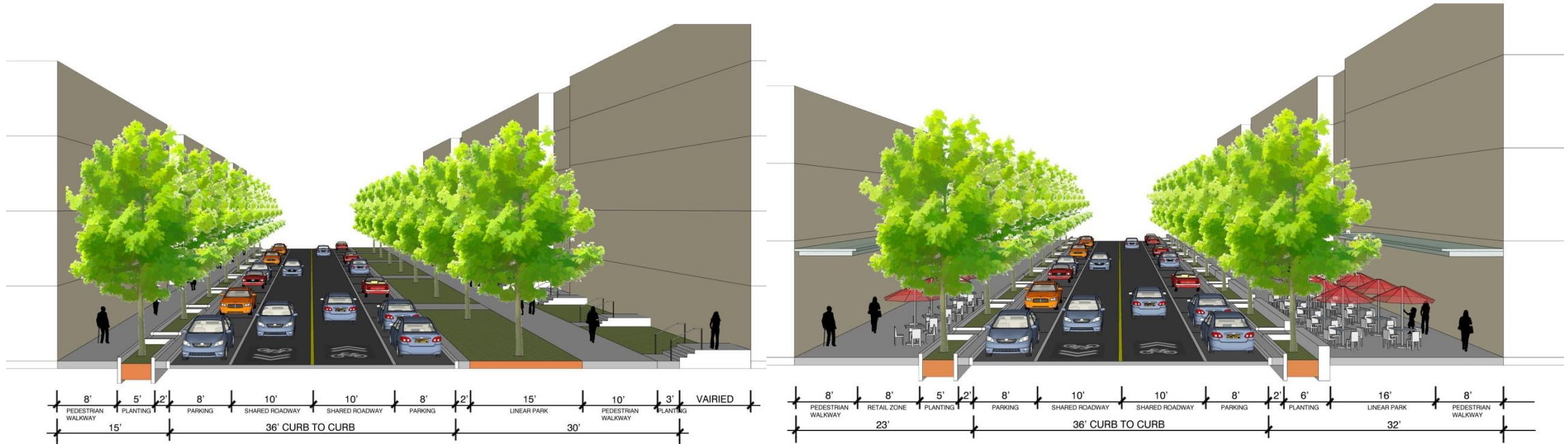
- Proposed Development Program & Land Use Mix
- Preferred Concept Plan: The Loop framework
- Neighborhood Districts approach
- Public Realm & Open Space
- **Internal street network**
- Parking strategy



Tower Mall Redevelopment Area: Internal Streets



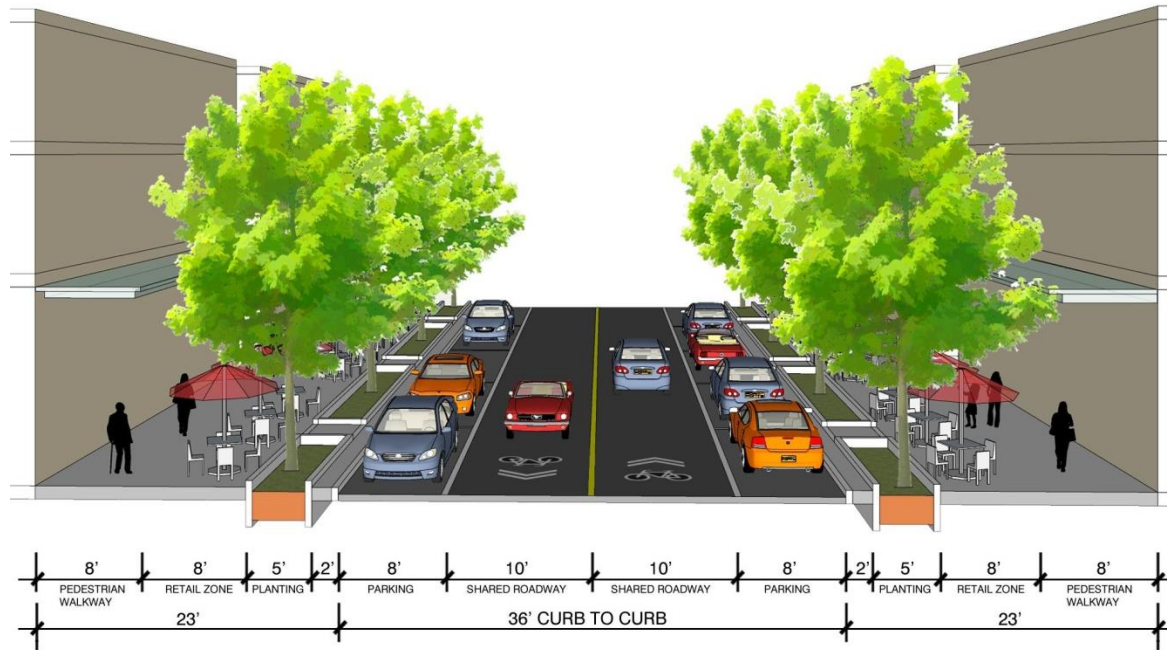
Tower Mall Redevelopment Area: Internal Streets



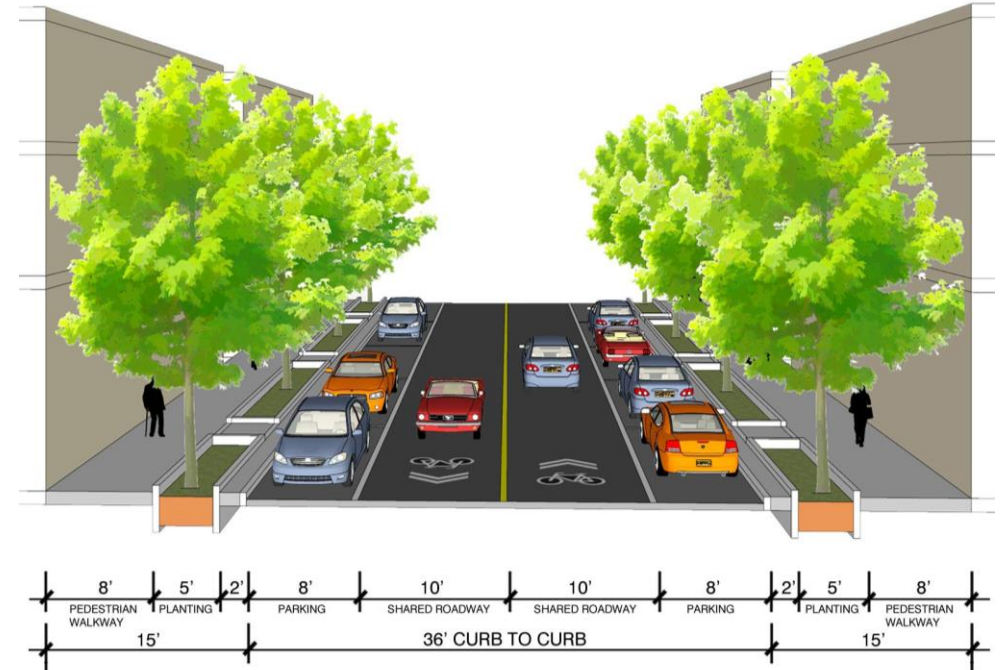
INTERNAL STREET - LINEAR PARK ALONG RESIDENTIAL

INTERNAL STREET - LINEAR PARK ALONG RETAIL

Tower Mall Redevelopment Area: Internal Streets



INTERNAL STREET - RETAIL



INTERNAL STREET - STANDARD

Waterfront/Columbia Way: Street Design



Waterfront/Columbia Way: Street Design



Street Design- Tools for Low Speeds

- Building lines—limiting setback distances through zoning/development standards creates visual friction
- Street trees—create visual friction and provide human and environmental health benefits
- On-street parking—if adjacent to narrow travel lanes that may be delineated through striping/other markings, on-street parking creates visual friction (can provide stormwater management through pervious pavers)
- Bulbouts/curb extensions—shorten pedestrian crossing distances, provide stormwater management opportunities through planting strips

Street Design-Tools for Low Speeds

- Vertical calming in street — raised pedestrian crossings, raised intersections, speed cushions, speed tables
- Narrowed street widths at intersections and between blocks – 10' travel lanes on internal street system
- Frequency of intersections and limitations on block lengths
- Stormwater management in street - rain gardens, bio-swales, larger planting strips and other stormwater management infrastructure will be incorporated in the street, at bulb outs, along travel lanes, and in planting strips

Heights Traffic Calming Opportunities



Heights District Plan: Sustainability

- Robust stormwater management systems
- Energy efficient buildings
- Reduced trips and sustainable mobility
- Restore or improve function of natural landscapes (including TreeCAP Gold Leaf certification)
- Reduce pollutants
- Consider social & economic sustainability



ASPECTS OF SUSTAINABILITY



Fitwel Community Certification

Scorecard

1. Location
2. Building Access
3. Community Open Space: Design
4. Community Open Space: Entrances
5. Community Open Space: Management
6. Outdoor Environment
7. Healthy Buildings
8. Community Assets
9. Water and Restroom Access
10. Healthy Food Environment
11. Community Resiliency
12. Emergency Preparedness



Community Engagement Reflected in the Plan



Concern: Diversion traffic in neighborhoods

Response:

- Improvements to arterial streets will decrease diversion and improve intersection function (i.e. roundabout at Andresen and MacArthur)
- Commitment to measure (baseline and on an annual basis) traffic speed and volumes on neighborhood streets and take steps to address any impacts, including traffic calming, diverters, etc.
- Right-sized parking strategy for District; parking minimums but now maximums; managed parking within redevelopment area to ensure efficiency use of parking assets; required transportation demand management; functional and aesthetic integration of transit to support increased ridership

Community Engagement Reflected in the Plan



Concern: Speeding/history of accidents on Andresen Road

Response:

- Proposed roadway retrofit on Andresen that would decrease travel lanes from two to one in each direction, decrease speed limit, add traffic calming in key areas, and add protected crossings

Concern: Transportation improvements could increase congestion in the short-term if not phased appropriately

Response:

- Prioritize and phase transportation investments so that existing bottlenecks are addressed first, including the MacArthur-Lieser-St. Helen's intersection
- Travel lane reduction on Andresen should be done concurrently or after construction of roundabout at Andresen and MacArthur

Community Engagement Reflected in the Plan



Enhanced Accessibility for people with disabilities and the mobility-challenged

- Enhanced accessibility at entryways and in public spaces
- Emphasis on universal design (ADA not enough)
- Wayfinding that is accessible to the visually challenged; enhanced safety at arterial crossings



***Concern:* Sustainability certification system to ensure redevelopment meets CAC goals around health, equity, wellness**

***Response:* Selected for Fitwel pilot project and pursuing certification**

Transportation: EIS Public Comment

- The amount of parking and potential spillover into adjacent neighborhoods
- Increased traffic and congestion on arterial streets and at intersections
- Diversion traffic into neighborhoods
- Multimodal safety for people walking and biking, including students walking to school and pedestrians crossing arterials
- Special events and traffic management

Transportation: Responses

- Recommendations from the Plan for transportation roadway and multi-modal improvements
 - BRT station platform and improved multi-modal connections to and from transit
 - Multi-modal improvements to bicycle and pedestrian facilities and infrastructure, connectivity, and circulation
 - Parking strategies such as a shared use parking plan and implementation of transportation demand management (TDM)

Transportation: Responses

- Improvements that will improve traffic operations and support new development
 - Planned roundabouts at MacArthur/Devine and MacArthur/Andresen
 - Planned traffic signal at the MacArthur-Leiser-St. Helen's intersection
 - Addition of protected/permitted left turns (flashing yellow arrow) at Mill Plain/Garrison and Andresen/18th Street
 - Andresen to become one travel lane in each direction with protected bike facilities from Mill Plain to Highland Drive

Emergency Services: EIS Findings

- Heights redevelopment will result in the highest demand for emergency services
- Compact growth and development close to existing emergency services could result in more efficient service delivery
- Regular and/or annual performance review of emergency services will identify any required staffing or equipment needs to offset any potential impacts to emergency service delivery, including response time

Emergency Services: EIS Public Comment

- Funding for adequate provision of emergency services with an increase in population from the Heights
- Maintaining response times and service levels for fire and police
- Ensuring safe and efficient access by emergency services with transportation and roadway improvements

Emergency Services: Responses

- VFD/VPD evaluate staffing, equipment, and facility needs on a regular basis through the City's strategic/capital planning and budgeting processes to ensure service levels and target response times are met
- Proportional relationship between increased revenues from Heights development (new residential and commercial uses) and the City's general fund budget
- Population growth from the Heights will occur incrementally over time, and growth projections are reviewed annually by the City and used to adjust planning assumptions for a range of city services

Utilities: EIS Findings

- Upgrades to current water system are not necessary to serve the Heights, only expansion of the system through addition of new piping
- Planned water infrastructure improvements to address existing pressure deficiencies and balance system pressures in the area regardless of the Heights development
- Planned sewage loading capacity expansion at treatment plants, which will accommodate any increase from the Heights development

Utilities: EIS Public Comment

- Capacity for water and sewer infrastructure to accommodate the Heights development
- Maintaining adequate water pressure
- Source of funding for water and sewer infrastructure to serve the Heights
- Rate/tax increases for the surrounding area

Utilities: Responses

- Citywide sewer and water needs are assessed through the General Sewer and Comprehensive Water System Plans, capital facilities planning, and requirements of individual developments assessed at development review
- All new water/sewer required to serve the Heights will be paid for and constructed by the development. New water and sewer service connections require connection fees/system development charges to mitigate for development impacts to the broader city system
- Utility rates fund water utility infrastructure, and impacts to utility rates by the Heights development are not anticipated as rates are set by overall system needs and not individual developments

Environment: EIS Findings

Plants and Animals

- Existing vegetation and animals are limited to species commonly found in urbanized environments, and no exceptional or heritage trees are listed in the District.

Actions in the Plan of limiting impervious surfaces; increasing green infrastructure and reducing stormwater runoff; adding new parks, open space, and community gardens; and using native/adaptive plant species could have a positive impact on priority plant/animal species outside the District

Environment: EIS Findings

Light and Glare

- Under all EIS alternatives, the aesthetic character of the Heights District will change and have the potential to impact light and glare.

Adoption and enforcement of the Heights District urban design standards and guidelines will help shape the character urban form, and public spaces of the development, and will minimize impacts to visual resources and light and glare

Environment: EIS Findings

Climate Change and Greenhouse Gas (GHG) Emissions

- GHG emissions would be generated under all EIS alternatives, but the Heights development implements actions to mitigate impacts.

Increasing access to multi-modal transit options including BRT service and bicycle/pedestrian infrastructure improvements; increasing density in an already urbanized area; advocating for Low Impact Development (LID) and LEED credentials; and implementing a Transportation Demand Management (TDM) program.

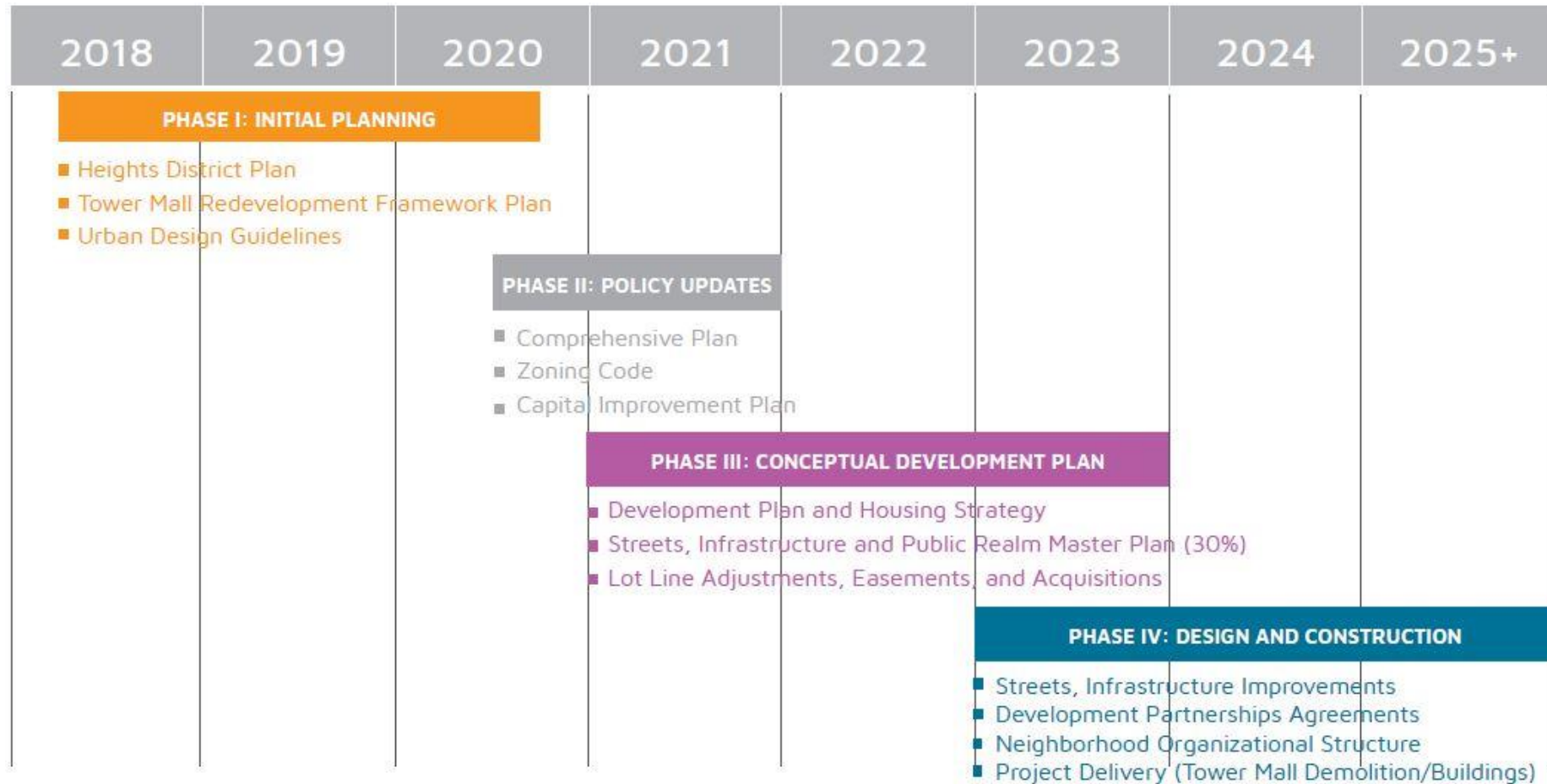
Environment: EIS Public Comment

- Need for cleanup of hazardous substances on the site due to existing dry cleaner
- Mitigation during construction and development including erosion and pollution control
- Concern around habitat destruction for birds during construction and development

Environment: Responses

- Mitigation measures to evaluate potential contamination on the site and address cleanup
- Construction and development will comply with the City and Ecology's stormwater and erosion control regulations
- Preservation of the Park Hill Cemetery and existing vegetation

Implementation Timeline



Phased Implementation Strategy

Phase I: Initial Planning *(concludes pending adoption of the Heights District Plan)*

Phase II: Land Use Code and Policy Updates (2020-2021)

- Updates to development regulations and the Comprehensive Plan including creation of the new Heights Mixed-Use zone (HX zone) and Design Guidelines, adoption of the Planned Action Ordinance (PAO), extension of the Multi-Family Tax Exemption Program, and lifting of the development moratorium
- Fitwel Community certification to support goals of health, equity, and wellness

Phase III: Conceptual Development Planning: Refinement of the development program and housing strategy for the Redevelopment Area, streets and infrastructure, and lot line adjustments, easements, and acquisitions

Phase IV: Delivery, Design, and Construction: Infrastructure improvements, public realm programming, development partnerships and agreements, and overall project delivery

Phase II: Policy Updates & Partnerships

- Update the Comprehensive Plan and Development Code; adopt a Planned Action Ordinance
- Eliminate the development moratorium for the Tower Mall Area
- Extend the Multi-Family Tax Exemption Program along the duration of the Mill Plain BRT Corridor and to the Heights District
- Fitwel Certification for the Heights District Plan
- Develop a comprehensive Stormwater Management Plan for the Heights District
- Update the City's Capital Improvement Program, Transportation Improvement Program and Capital Facilities Plan to reflect the vision articulated in the Heights District Plan
- Coordinate with adjacent property owners to support long-term implementation of the Plan vision
- Demolish the Town Plaza building
- Continue to engage the public

Phase III: Program & Concept Refinement

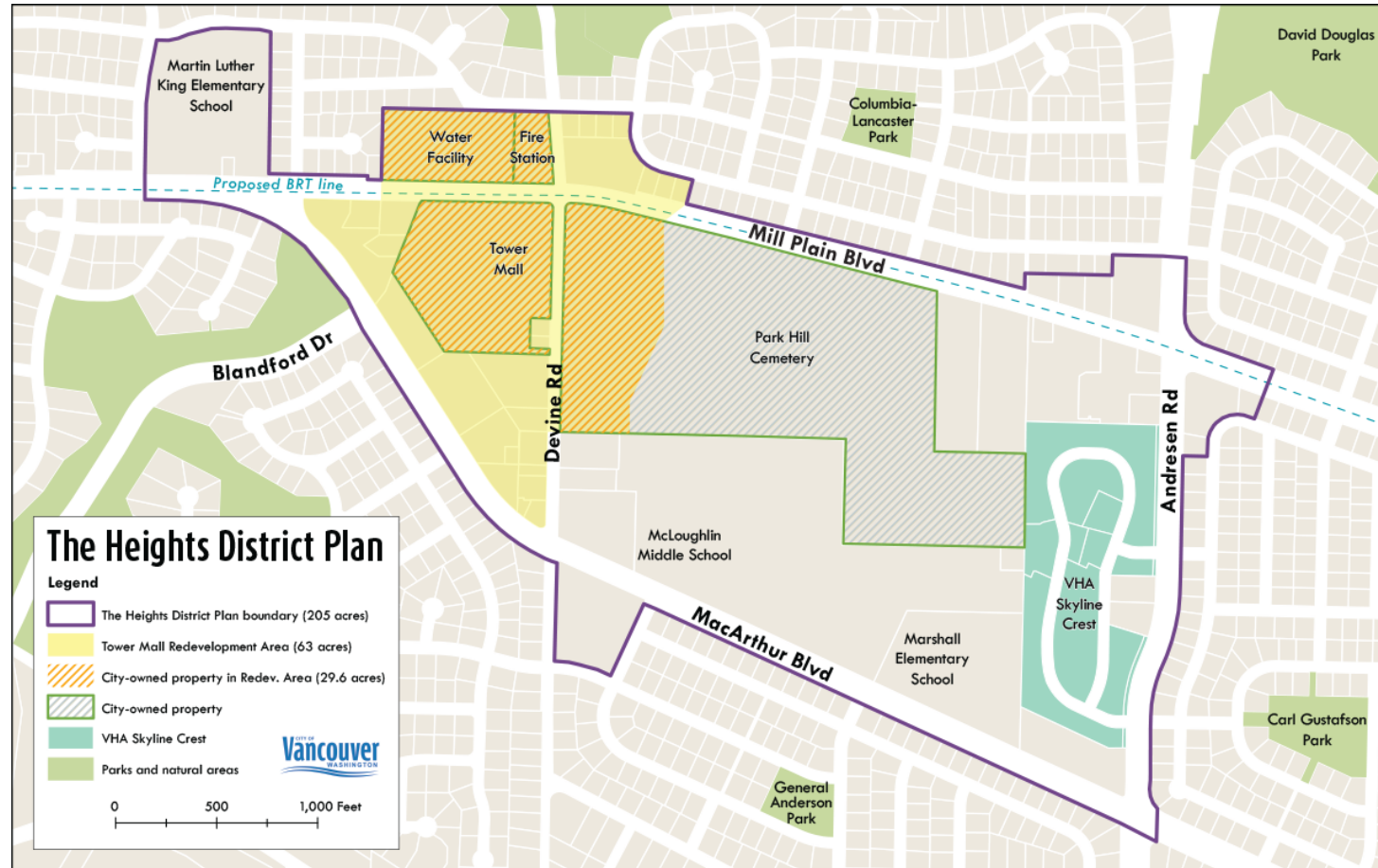
- Develop and implement strategies to retain local businesses and services, support local entrepreneurship in the Heights, and expand family wage job opportunities
- Develop and implement strategies to facilitate affordable housing development in the District
- Prioritize and implement recommendations from the Reside Vancouver: Anti-Displacement Strategy for Central Vancouver
- Pursue land agreements necessary to facilitate utility easements, land swaps, and develop agreements with private property owners
- Create development incentives specific to the Heights, and pursue local, state and federal funding opportunities
- Coordinate with the City Water Utility on the Master Plan for the Water Station 5
- Remediation of Town Plaza site
- Identify private development partner(s)



Phase IV: Delivery, Design and Construction

- Advance design for infrastructure and public open space, including roadways, utilities, parks and green spaces, and stormwater systems
- Develop system for programming of public open space and create structure for a public art program
- Invest in infrastructure improvements to support early phase redevelopment

Heights District: the Heart of Vancouver



Process and Community Engagement

- 25** Neighborhood Association meetings
- 12** 20-member Community Advisory Committee (CAC) meetings
- 4** community “coffee talks”
- 3** in-person and online community open houses
- 1** Leadership Summit

Planning Commission Workshops

- Seven Planning Commission workshops with evolving issues, discussions and changes:
 - Number of residential units
 - Neighborhood compatibility
 - Green space and universal design
 - Traffic and parking
 - Civic Park and community gathering space
 - From three concept alternatives to one

Planning Commission Public Hearing

- 17 public comments provided at the hearing
- 175 public comments captured through petitions to remove churches from the rezone recommendations
- High level issues and concerns
 - Rezoning of church properties
 - Number of residential units/density, including impacts to the surrounding area
 - Traffic and parking

Planning Commission Deliberation & Recommendation

- Merits of compatible land use, mixed-use, and diversity
- Commitment to green space and tree canopy
- Value in creating a sense of community
- Proactively address adjacent gentrification and displacement
- Remove churches from rezone recommendations

Feb. 11 Planning Commission Public Hearing: unanimous recommendation to adopt the Heights District Plan

Planning Commission Perspective

- Planning Commission role
- Planning Commission sees Heights as an inclusive community
- Neighborhood Center where residents can live and work

From Vision to Reality

- From ideas and abstracts to specifics and timelines
- The process of change
- 20-minute neighborhood
- A community that embraces diversity and inclusion
- Density and livability



Next Steps

- **August 3:** City Council First Reading for Heights District Plan
- **August 17:** City Council Public Hearing for Plan
- **Fall 2020:** Initial implementation steps, including separate PC and CC processes for adoption of new HX zoning district and design guidelines

Questions and Discussion

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Rebecca Kennedy, Planning Manager
(360) 487-7896, Rebecca.Kennedy@cityofvancouver.us

Chad Eiken, CED Director
(360) 487-7882, Chad.Eiken@cityofvancouver.us



www.cityofvancouver.us/TheHeights



Staff Report 090-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/27/2020

SUBJECT Professional services agreements (PSAs) for on-call Stormwater Engineering retrofit planning and design services

Key Points

- The objective is to establish new PSAs with ten engineering consultants to provide on-call stormwater retrofit planning and design services.
- The PSAs would be in place for a period of five years and not to exceed \$1,000,000.00 for the life of each contract. The five-year contracts can be used for large and small projects, grant projects, urgent design needs, and include system planning and assessment.
- The majority of these contract expenses will be reimbursed through existing and future grants.

Strategic Plan Alignment

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

Present Situation

The City issued a request for qualifications for on-call stormwater retrofit planning and design services in March 2020. By April 29, 2020, the City had received 13 proposals. After a review of all proposals, the evaluation committee selected ten consultants for professional service contracts. Staff proposes to execute each contract for a period of five years. Each contract shall not exceed \$1,000,000.00.

Since 2016, City of Vancouver Surface Water Management has obtained over \$8.5 million in state-funded grants to improve water quality from stormwater runoff. City staff has utilized the existing on-call contracts (awarded in 2016) with eight consultants, spending approximately \$2 million for planning and design to date. These existing on-call contracts have all reached or nearly reached capacity resulting in the need for additional contracts.

In recent years, growing development activity and more stringent stormwater regulations have greatly increased the workload and number of projects requiring review by Surface Water Management staff. Utilizing an on-call contract allows the City flexibility in staffing projects during times of peak workload with professionals competent in the field of stormwater management planning and design.

The ten selected consultants are: Otak, Harper Houf Peterson Righellis, Maul Foster & Alongi, Gray & Osborne, and MacKay Sposito, all of Vancouver; Herrera Environmental Consultants, HDR Engineering, Brown and Caldwell, Parametrix and Mead & Hunt, all of Portland.

It is important to note that these contract values will be “not-to-exceed” values for the entire 5 years of the contracts’ terms. Individual task orders, which will be issued as project specific needs arise, will include a more detailed scope and budget.

Advantage(s)

1. Provides immediate stormwater retrofit planning and design services needed to assist City staff with the execution of projects with near term deadlines.
2. Provides maximum flexibility to Surface Water Management teams to ensure all projects are adequately and professionally staffed.
3. Provides adequate staffing for Department of Ecologygrant projects helping to ensure that grant timelines are met.
4. Establishing an on-call contract reduces staff time required by the project manager, selection committee, and procurement staff to facilitate the process.

Disadvantage(s)

Using consultants can be more expensive in the short term than using City staff. However, the proposed contract arrangement allows the City to fully utilize current staff while allowing for added professional assistance for short durations without the costs of hiring and laying-off full time employees.

Budget Impact

No additional budget is required for these contracts. Future expenditures will be paid from the applicable project’s budget. The majority of the projects are Ecology grant funded.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute Professional Services Agreements with Otak, Harper Houf Peterson Righellis, Maul Foster & Alongi, Gray & Osborne, and MacKay Sposito, all of Vancouver; Herrera Environmental Consultants, HDR Engineering, Brown and Caldwell, Parametrix, and Mead & Hunt, all of Portland, for the provision of stormwater retrofit planning and design services on an as-needed basis for five years. The total value of each contract will not exceed \$1,000,000 for the 5 year life of each contract.

Aron Rice, Civil Engineer, 487-7170

ATTACHMENTS:

- ▣ Contract - Otak
- ▣ Contract - Harper Houf Peterson Reghellis
- ▣ Contract - Maul Foster & Alongi
- ▣ Contract - Gray & Osborne
- ▣ Contract - Mackay Sposito
- ▣ Contract - Herrera
- ▣ Contract - HDR
- ▣ Contract - Brown and Caldwell
- ▣ Contract - Parametrix
- ▣ Contract - Mead & Hunt

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

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 Otak, Inc. hereinafter referred to as "Contractor", whose address is 700 Washington Street, Suite 401, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On-Call Stormwater Retrofit Design and Planning Services on an as-need basis for a variety of projects per RFQ No. 20-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services on an on call, task by task, as needed basis, at the rates attached. Payment for these services shall not exceed \$1,000,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 20-20 and RFQ No. 20-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be

exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to

www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. **The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance.** The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Ryan Makie
Otak, Inc.
700 Washington Street, Suite 401
Vancouver, Washington 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Otak, Inc.

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Signature:

By: Printed Name / Title



Otak, Inc.
2020 Billing Rate Schedule

Category	Billing Rate
Sr. PIC/Sr. PM Civil	272.00
PIC/Sr. PM Civil	231.00
Civil Engineer X	201.00
Civil Engineer IX	184.00
Civil Engineer VIII	166.00
Civil Engineer VII	151.00
Civil Engineer VI	141.00
Civil Engineer V	134.00
Civil Engineer IV	123.00
Civil Engineer III	109.00
Civil Engineer II	96.00
Civil Engineer I	88.00
Engineering Designer V	119.00
Engineering Designer IV	104.00
Engineering Designer III	94.00
Engineering Designer II	88.00
Engineering Designer I	79.00
Engineering Tech VIII	173.00
Engineering Tech VII	146.00
Engineering Tech VI	126.00
Engineering Tech V	115.00
Engineering Tech IV	93.00
Engineering Tech III	83.00
Engineering Tech II	72.00
Engineering Tech I	64.00
PIC/Sr. CM	208.00
Construction Manager VI	189.00
Construction Manager V	173.00
Construction Manager IV	160.00
Construction Manager III	145.00
Construction Manager II	134.00
Construction Manager I	118.00
Field Representative VII	160.00
Field Representative VI	139.00
Field Representative V	128.00
Field Representative IV	105.00
Field Representative III	97.00
Field Representative II	86.00
Field Representative I	80.00
CM Documentation Specialist III	115.00
CM Documentation Specialist II	102.00
CM Documentation Specialist I	90.00



Otak, Inc.
2020 Billing Rate Schedule

Category	Billing Rate
Sr. PIC/Sr. PM LA/Mst Pln	226.00
PIC/Sr. PM LA/Master Plan	208.00
Landscape Architect VI	152.00
Landscape Architect V	133.00
Landscape Architect IV	123.00
Landscape Architect III	111.00
Landscape Architect II	103.00
Landscape Architect I	91.00
Landscape Technician III	95.00
Landscape Technician II	84.00
Landscape Technician I	70.00
PIC/Sr. PM Urban Design	192.00
Urban Designer V	178.00
Urban Designer IV	160.00
Urban Designer III	136.00
Urban Designer II	119.00
Urban Designer I	104.00
PIC/Sr. PM Planner	240.00
Sr. PM - Planner II	176.00
Sr. PM - Planner I	162.00
Planner III	134.00
Planner II	123.00
Planner I	97.00
Planner Associate IV	127.00
Planner Associate III	98.00
Planner Associate II	86.00
Planner Associate I	70.00
Sr. GIS Specialist Planner	104.00
GIS Specialist - Planner	90.00
Planning/GIS Intern	75.00
PIC/Scientist	213.00
Scientist VI	192.00
Scientist V	149.00
Scientist IV	139.00
Scientist III	121.00
Scientist II	93.00
Scientist I	80.00
Environmental Specialist	123.00
PIC/PLS Sr. Manager	224.00
Professional Land Surveyor V	189.00
Professional Land Surveyor IV	158.00
Professional Land Surveyor III	144.00



Otak, Inc. 2020 Billing Rate Schedule

Category	Billing Rate
Professional Land Surveyor II	128.00
Professional Land Surveyor I	121.00
Survey Crew Chief III	118.00
Survey Crew Chief II	96.00
Survey Crew Chief I	89.00
Survey Office Technician III	100.00
Survey Office Technician II	92.00
Survey Office Technician I	83.00
Survey Field Technician III	79.00
Survey Field Technician II	75.00
Survey Field Technician I	66.00
Special Services Consultant	226.00
Contract Administrator	112.00
Project Coordinator	114.00
Project Admin. Asst	79.00
Graphics Specialist	112.00

Note: Billing Rates are based on current 2020 rates and are updated annually by approximately four percent (4.00%).

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

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 Harper Houf Peterson Righellis, Inc. hereinafter referred to as "Contractor", whose address is 1220 Main Street, Suite 150, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; 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.

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4. E-Verify.

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7. Compensation and Schedule of Payments.

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exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

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

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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.

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www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Charles Harper
Harper Houf Peterson Righellis, Inc.
1220 Main Street, Suite 150
Vancouver, Washington 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Harper Houf Peterson Righellis, Inc.

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Harper Houf Peterson Righellis Inc.

Standard Billing Rates For 2020

Classification	Standard Rate
Senior Principal	\$ 245.00 /Hr.
Structural Manager	\$ 195.00 /Hr.
Project Manager	\$ 210.00 /Hr.
Project Engineer	\$ 190.00 /Hr.
Construction Manager	\$ 190.00 /Hr.
Senior Scientist	\$ 170.00 /Hr.
Civil Engineer	\$ 160.00 /Hr.
Structural Engineer	\$ 160.00 /Hr.
Senior Planner	\$ 165.00 /Hr.
Senior Landscape Architect	\$ 160.00 /Hr.
Landscape Architect	\$ 140.00 /Hr.
Quality Control Engineer	\$ 210.00 /Hr.
Senior Civil Designer	\$ 160.00 /Hr.
Planner	\$ 145.00 /Hr.
Civil Designer	\$ 135.00 /Hr.
Structural Designer	\$ 135.00 /Hr.
Inspector	\$ 115.00 /Hr.
BIM Specialist	\$ 145.00 /Hr.
Landscape Designer	\$ 115.00 /Hr.
Scientist	\$ 115.00 /Hr.
Assistant Planner	\$ 105.00 /Hr.
CAD Technician	\$ 115.00 /Hr.
CAD Technician II	\$ 95.00 /Hr.
Survey Manager	\$ 190.00 /Hr.
Project Surveyor	\$ 165.00 /Hr.
Survey Technician	\$ 125.00 /Hr.
Survey Crew (Crew Chief)	\$ 125.00 /Hr.
Survey Crew (Instrument Person)	\$ 90.00 /Hr.
Senior Clerical	\$ 140.00 /Hr.
Graphics Artist	\$ 140.00 /Hr.
Clerical	\$ 100.00 /Hr.

Expenses

Mileage - IRS Rate	\$ 0.575 /Mi.
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Reimbursables	At Cost With 5% Mark-Up
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Sub-Consultants	At Cost With 5% Mark-Up
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CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

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 Maul Foster & Alongi hereinafter referred to as "Contractor", whose address is 109 East 13th Street, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On-Call Stormwater Retrofit Design and Planning Services on an as-need basis for a variety of projects per RFQ No. 20-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services on an on call, task by task, as needed basis, at the rates attached. Payment for these services shall not exceed \$1,000,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 20-20 and RFQ No. 20-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be

exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to

www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Stacy Frost
Maul Foster & Alongi
109 East 13th Street
Vancouver, Washington 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CONTRACTOR:
Maul Foster & Alongi

Signature:

By: Printed Name / Title



MAUL FOSTER ALONGI

109 East 13th Street | Vancouver, WA 98660 | 360 694 2691 | www.maulfooster.com

Employee Name	Employee Title	Billing Rate
Abbi Russell	Senior Communications Specialist 1	190
Ada Banasik	Principal Engineer	200
Alan Hughes	Principal Geologist	200
Alex Brasch	GIS Analyst 2	135
Alfredo Aguirre	Staff Engineer 1	120
Alison Guse	GIS Technician 1	115
Alistaire Clary	Principal Engineer	200
Allen Clements	Staff Geologist 2	125
Allyson Allo	Project Administrator	95
Amanda Bixby	Staff Geologist 1	120
Amy DeVita-McBride	Staff Engineer 2	130
Amy Peccia	Senior Environmental Scientist 1	155
Andrew Rogers	Project Environmental Scientist 1	135
Andrew W Vidourek	Project Geologist 2	145
Anne Fleming	Copy Editor 2	95
Ashlyn Salzman	Administrative Assistant	90
Ben Johnson	Staff Planner 2	125
Ben Maloney	Project Data Analyst 2	135
Brian Eagle	Senior Environmental Scientist 1	160
Brian Fauth	Senior Environmental Scientist 1	155
Brian Snuffer	Project Air Quality Consultant 1	135
Brian Tino	Staff Engineer 2	130
Brooke Harmon	Project Engineer 1	135
Caitlin Bryan	Senior Environmental Scientist 2	160
Calen Busch	Staff Geologist 1	120
Carly Schaefer	Administrative Assistant	90
Carolyn Wise	Project Geologist 1	135
Cem Gokcora	Senior Engineer 1	160
Chad Darby	Principal Air Quality Consultant	210
Charla Skaggs	Principal Communications Specialist	210
Christina Johnson	Project Geologist 2	145
Christina Rivers	Administrative Assistant	90
Cody Schweitzer	Staff Geologist 1	120
Courtney Savoie	Project Hydrogeologist 2	145
Curtis A Riley	Project Landscape Architect 2	145
Dana Domenighini	Staff Environmental Scientist 2	125
David Weatherby	Senior Geologist 2	185
Deniz Varcin	Staff Engineer 2	130
Ellery Howard	Senior Engineer 1	160
Elliot Frank	GIS Technician 2	125
Emily Curtis	Project Health & Safety Specialist 1/Project Environmental Scientist 1	135

Effective 1/2020



MAUL FOSTER ALONG I

109 East 13th Street | Vancouver, WA 98660 | 360 694 2691 | www.maulfooster.com

Employee Name	Employee Title	Billing Rate
Emily Hendrickson	Administrative Assistant/Copy Editor 1	90
Emily Hess	Project Geologist 1	135
Eric Bornhorst	Project Air Quality Consultant 1	135
Eric Sack	Senior GIS Analyst 1	145
Erik Bakkom	Principal Engineer	200
Erik Naylor	Project Environmental Scientist 2	145
Ethan Poole	GIS Technician 1	115
Evelyn Lundeen	Staff Engineer 1	120
Garrick Kalmeta	Staff Engineer 1	120
Gavin Jaravata	GIS Technician 1	115
Geoff Scott	Senior Engineer 2	190
Gianna Damiano	Staff Engineer 2	130
Gina Baragona	Project Administrator	95
Grant Herbert	Senior GIS Analyst 2	150
Haley McDaniel	Project Environmental Scientist 1	135
Heather Good	Senior Hydrogeologist 1	165
Hilary Wilcox	Administrative Assistant	90
Jackie McMaster	Project Health & Safety Specialist 1/Project Environmental Scientist 1	135
Jacob Faust	Senior Engineer 1	160
James Darling	Principal Planner	250
James Maul	Principal Hydrogeologist	250
Jamie Fisher	CAD Technician/Administrative Assistant	90
Jed Roberts	Senior GIS Analyst 1	145
Jenna Putnam	GIS Technician 2	120
Jennifer Axelrod	Senior GIS Analyst 2	150
Jennifer King	Principal Engineer	190
Jenny Elstrott	GIS Technician 2	125
Jerry Oelerich	Senior Data Analyst 1	145
John McKenzie	Senior GIS Analyst 1	145
Joshua Elliott	Senior Engineer 1	160
Julianna Wetmore	Staff Chemist 1	115
Kara Beaudoin	Senior Engineer 1	160
Kate Doiron	Senior GIS Analyst 1	145
Kate Elliott	Project Communications Specialist 2/Project Planner 2	155
Kathy Lombardi	Principal Engineer	210
Kelly LaFave	Project Administrator	95
Kelly Titkemeier	Project Geologist 1	135
Kent Martin	Senior Planner 2	180
Kerry Gallagher	Project Environmental Scientist 2	145
Kevin Huniu	Project Environmental Scientist 1	135
Kristi Boon	Project Engineer 2	150

Effective 1/2020



MAUL FOSTER LONGI

109 East 13th Street | Vancouver, WA 98660 | 360 694 2691 | www.maulfooster.com

Employee Name	Employee Title	Billing Rate
Kyle Cotten	Senior Engineer 1	160
Kyle K Roslund	Senior Geologist 1	160
Leora Werner	Administrative Assistant	90
Leslie Riley	Project Air Quality Consultant 1	135
Linda Jensen	Administrative Assistant	90
Lisa Parks	Senior Planner 2	180
Lisa Pritzl	Project Geologist 2	145
Liz Kimbrel	Project Engineer 1	135
Mark Hough	Chief Financial Officer	105
Mary Benzinger	Project Chemist 2	145
Mary Matyas	Administrative Assistant	90
Matt Hoffman	Senior Planner 2	180
McKay Larrabee	Senior GIS Analyst 1	145
Meaghan Pollock	Staff Geologist 2	125
Merideth D'Andrea	Senior Geologist 2	185
Michael Murray	Senior Hydrogeologist 2	180
Michael Pickering	Senior Geologist 2	185
Michael Stringer	Principal Planner	200
Michael Tarbert	Staff Engineer 2	130
Michelle Krug	Administrative Assistant	90
Morgan Josef	GIS Technician 2	120
Neil Alongi	Principal Engineer	250
Nicholas Petersen	Senior Accountant	105
Nicole Bruneel	Staff Chemist 2	125
Pamela Thweatt	Project Administrator	95
Phil Wiescher	Senior Environmental Scientist 2	175
Rachel Roberts	GIS Analyst 1	125
Ruth McColly	Senior GIS Analyst 1	145
Ryan Cole	Graphic Designer	115
Ryan Lewis	Staff Engineer 2	130
Sabrina Turner	Senior GIS Analyst 1	140
Samantha Wolf-Saxon	Staff Health and Safety Specialist 2	125
Sarah Colee	Staff Environmental Scientist 2	125
Sean Maloney	Staff Geologist 1	120
Seth Baker	Project Communications Specialist 1	145
Seth Otto	Senior Planner 2	180
Shannon Larson	Administrative Coordinator	90
Sidney Counts	Staff Communications Specialist 1	115
Stacy Frost	Principal Engineer	210
Stephanie Ashmore	Administrative Assistant	90
Steve Taylor	Principal Engineer	230

Effective 1/2020



MAUL FOSTER ALONGI

109 East 13th Street | Vancouver, WA 98660 | 360 694 2691 | www.maulfooster.com

Employee Name	Employee Title	Billing Rate
Tarmo Pajutee	Senior Construction Manager 2	200
Taylor Hodges	Project Communications Specialist 1	145
Taylor Hogue	Staff Geologist 1	120
Ted Wall	Principal Engineer	230
Teresa Wiles	Administrative Assistant	90
Tessa Shabram	Staff Engineer 2	130
Tiana Tharaldson	Project Administrator	100
Tyler Vick	Principal GIS Analyst	200
Victoria O'Daniel	Administrative Assistant/Copy Editor 1	90
William Beadie	Principal Industrial Hygienist	200
William Hager	Senior Planner 2	180
Yen-Vy Van	Senior Hydrogeologist 2	185

Effective 1/2020

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

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 Gray & Osborne, Inc. hereinafter referred to as "Contractor", whose address is 8513 NE Hazel Dell Avenue, Suite 202, Vancouver, Washington 98801.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On-Call Stormwater Retrofit Design and Planning Services on an as-need basis for a variety of projects per RFQ No. 20-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services on an on call, task by task, as needed basis, at the rates attached. Payment for these services shall not exceed \$1,000,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 20-20 and RFQ No. 20-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be

exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to

www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. **The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance.** The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Ryan Walters
Gray & Osborne, Inc.
8513 NE Hazel Dell Avenue, Suite 202
Vancouver, Washington 98801

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Gray & Osborne, Inc.

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EXHIBIT “B”

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2021**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$135.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$135.00
Civil Engineer	\$ 93.00	to	\$140.00
Project Engineer	\$119.00	to	\$150.00
Project Manager	\$119.00	to	\$205.00
Principal-in-Charge	\$135.00	to	\$205.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 81.00	to	\$150.00
Field Survey (2 Person)***	\$170.00	to	\$224.00
Field Survey (3 Person)***	\$265.00	to	\$306.00
Professional Land Surveyor	\$118.00	to	\$155.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.57 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

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 MacKay Sposito hereinafter referred to as "Contractor", whose address is 1325 SE Tech Center Drive, Suite 140, Vancouver, Washington 98683.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; 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.

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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.

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The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

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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.

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8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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11. City Business and Occupation License.

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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.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Damon Wester
MacKay Sposito
1325 SE Tech Center Drive, Suite 140
Vancouver, Washington 98683

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
MacKay Sposito

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SW WASHINGTON

2020 HOURLY RATE SCHEDULE

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$260.00	Project Manager – Survey	\$153.00
Principal	\$220.00	Land Surveyor IV	\$136.00
Engineering Manager	\$185.00	Land Surveyor III	\$125.00
Project Engineer	\$158.00	Land Surveyor II	\$118.00
Engineer IV	\$138.00	Land Surveyor I	\$114.00
Engineer III	\$126.00	Survey Technician IV	\$106.00
Engineer II	\$114.00	Survey Technician III	\$96.00
Engineer I	\$102.00	Survey Technician II	\$88.00
Project Manager – Design	\$165.00	Survey Technician I	\$80.00
Project Controls Manager	\$192.00	Survey Party Chief	\$119.00
Contract Administrator	\$138.00	Survey Instrument Person	\$84.00
Project Coordinator II	\$109.00	GIS Mapping Specialist	\$97.00
Project Coordinator I	\$100.00	Senior Construction Manager	\$185.00
Design Technician IV	\$123.00	Construction Manager	\$155.00
Design Technician III	\$112.00	Construction Inspector V	\$162.00
Design Technician II	\$103.00	Construction Inspector IV	\$140.00
Design Technician I	\$87.00	Construction Inspector III	\$119.00
Landscape Manager	\$160.00	Construction Inspector II	\$109.00
Project Manager – Landscape	\$134.00	Construction Inspector I	\$99.00
Landscape Architect II	\$120.00	Public Involvement Associate/Mgr.	\$124.00
Landscape Architect I	\$103.00	Public Involvement Coordinator	\$84.00
Landscape Designer II	\$92.00	Creative Designer	\$80.00
Landscape Designer I	\$85.00	Administrative Manager	\$115.00
Planning Director	\$197.00	Administrative Assistant	\$80.00
Planning Manager	\$186.00	Clerical	\$70.00
Senior Planner	\$175.00	UAV Pilot	\$120.00
Planner	\$140.00	Environmental Manager II	\$150.00
Planning Technician	\$111.00	Environmental Manager I	\$135.00
Accounting Manager	\$161.00	Environmental Specialist III	\$134.00
Project Accountant	\$107.00	Environmental Specialist II	\$103.00
Survey Manager	\$170.00	Environmental Specialist I	\$85.00

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

Finance Charges = 1% per month will be assessed for any Receivables 60 days overdue.

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Herrera Environmental Consultants hereinafter referred to as "Contractor", whose address is 1001 SW Water Avenue, Portland, Oregon 97209.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On-Call Stormwater Retrofit Design and Planning Services on an as-need basis for a variety of projects per RFQ No. 20-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services on an on call, task by task, as needed basis, at the rates attached. Payment for these services shall not exceed \$1,000,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 20-20 and RFQ No. 20-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be

exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to

www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Adam Lee
Herrera Environmental Consultants
1001 SE Water Avenue
Portland, Oregon 97209

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Herrera Environmental Consultants

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Signature:

By: Printed Name / Title

City of Vancouver, WA
On-Call Stormwater Retrofit, Design, and Planning, RFQ #20-20
Herrera Environmental Consultants, Inc.

2020 Billing Rate Schedule

Labor Category	All Inclusive Hourly Billing Rate	
	Minimum	Maximum
President, Executive Vice President, Vice President	231.04	280.51
Engineer VI / Scientist VI / Planner VI / GIS Analyst VI	213.18	249.21
Engineer V / Scientist V / Planner V / GIS Analyst V	142.12	250.73
Engineer IV / Scientist IV / Planner IV / Landscape Architect IV / CAD Technician IV / GIS Analyst IV	129.20	200.10
Engineer III / Scientist III / Planner III / Landscape Architect III / CAD Technician III / GIS Analyst III	114.12	161.10
Engineer II / Scientist II / Planner II / Landscape Designer II / CAD Technician II / GIS Analyst II	88.44	131.52
Engineer I / Scientist I / Planner I / Landscape Designer I / CAD Technician I / GIS Analyst I	43.61	98.35
Intern	48.45	67.83
Accounting Administrator I, II, III, IV, V	81.40	185.18
Project Accountant I, II, III, IV	74.29	120.67
Administrative Coordinator II, III, IV / Word Processor II, III	64.60	121.21

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

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 HDR Engineering, Inc. hereinafter referred to as "Contractor", whose address is 1050 SW 6th Avenue, Suite 1800, Portland, Oregon 97204.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; 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.

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Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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3. Relation of Parties.

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4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

6. Delays and Extensions of Time.

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

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exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

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The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to

www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. **The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance.** The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Brian Reis
HDR Engineering, Inc.
1050 SW 6th Avenue, Suite 1800
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 Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
HDR Engineering, Inc.

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Rate Schedule Rates effective January 1, 2020 through December 31, 2020	
Labor Category	2020 Billing Rates
Principal In Charge	\$288.00
Consultant	\$260.00
Sr. Project Manager	\$247.00
Project Manager	\$175.00
Technical Advisor II	\$386.00
Technical Advisor I	\$293.00
Engineer V	\$268.00
Engineer IV	\$226.00
Engineer III	\$206.00
Engineer II	\$170.00
Engineer I	\$144.00
EIT III	\$125.00
EIT II	\$115.00
EIT I	\$105.00
Planner/Scientist IV	\$185.00
Planner/Scientist III	\$165.00
Planner/Scientist II	\$139.00
Planner/Scientist I	\$113.00
Project Technician IV	\$170.00
Project Technician III	\$149.00
Project Technician II	\$119.00
Project Technician I	\$88.00
Notes: Rates valid through December 31 of each year, after which they will be adjusted for the CPI- <u>U Western Region</u> .	
Expenses	
Mileage	At IRS Rate
Travel & Hotel	At Cost
Other Direct Cost	Cost plus 5%
Subconsultants	5% Markup

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Brown and Caldwell hereinafter referred to as "Contractor", whose address is 6500 SW Macadam Avenue, Suite 200, Portland, Oregon 97329.

WHEREAS, the City desires to engage the Contractor to provide On-call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On-call Stormwater Retrofit Design and Planning Services on an as-need basis for a variety of projects per RFQ No. 20-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services on an on call, task by task, as needed basis, at the rates attached. Payment for these services shall not exceed \$1,000,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 20-20 and RFQ No. 20-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of August 08, 2020. It is agreed services hereunder shall be completed by August 02, 2020.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be

exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to

www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Krista Reininga
Brown and Caldwell
6500 SW Macadam Avenue, Suite 200
Portland, Oregon 97239

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Brown and Caldwell

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

**Brown and Caldwell, Inc. Hourly Billing Rates for City of Vancouver
Stormwater Retrofit, Design and Planning On-Call Agreement**

2020 City of Vancouver Rates

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I	\$66
B	Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	\$74
C	Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	\$84
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Project Analyst I Word Processor III Office/Support Services IV	\$98
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Project Analyst II Word Processor IV	\$112
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Project Analyst III Area Business Operations Mgr Technical Writer Word Processing Supervisor	\$128
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$147
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	\$171
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp. Contract Administrator	\$198
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	\$234
K	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	\$270
L	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$296
M	Vice President			\$296
N	Senior Vice President			\$296
O	President/Executive Vice President			\$296
P	Chief Executive Officer			\$296

Notes

1. Rates valid through December 31, 2020.
2. The rate schedule may be updated annually for escalation of rates.
3. Miscellaneous project expenses (CAD computers and printers, software licenses, color graphics, copying, printing, etc.) are included in the hourly rates and not billed separately.
4. Mileage costs are based on the IRS standard mileage rate, currently \$0.58 per mile.
5. Subconsultant work is subject to a 5% markup.

Brown and Caldwell, Inc.
6500 S Macadam Ave, Suite 200
Portland, OR 97239

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

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 Parametrix, Inc. hereinafter referred to as "Contractor", whose address is 700 NE Multnomah Street, Suite 1000, Portland, Oregon 97232.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On-Call Stormwater Retrofit Design and Planning Services on an as-need basis for a variety of projects per RFQ No. 20-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services on an on call, task by task, as needed basis, at the rates attached. Payment for these services shall not exceed \$1,000,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 20-20 and RFQ No. 20-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be

exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to

www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the

performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Jennifer Murphy
Parametrix, Inc.
700 NE Multnomah Street, Suite 1000
Portland, Oregon 97232

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Parametrix, Inc.

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Signature:

By: Printed Name / Title

City of Vancouver Stormwater On-Call 2020 - Min/Max Classification Rate Schedule <i>Actual rates will vary by individual staff. Rate will not exceed specific classification. Escalation is included based on historical data.</i>		
Job Classification	Billing Rate	
	2020 - 2025	
	Min	Max
Parametrix, Inc.		
Admin Assistant	\$ 50.00	\$120.00
Admin Assistant Senior	\$ 50.00	\$145.00
CADD Operator I	\$ 50.00	\$130.00
CADD Operator II	\$ 65.00	\$155.00
CADD Operator III	\$ 80.00	\$180.00
CADD Supervisor/Tech Lead	\$ 80.00	\$205.00
CADD Services Manager	\$ 100.00	\$250.00
Consultant Senior	\$ 160.00	\$350.00
Designer I	\$ 70.00	\$165.00
Designer II	\$ 80.00	\$180.00
Designer III	\$ 80.00	\$220.00
Designer IV	\$ 100.00	\$235.00
Designer Senior	\$ 120.00	\$270.00
Division Manger Regional	\$ 160.00	\$285.00
Electrical Designer I	\$ 80.00	\$180.00
Electrical Designer II	\$ 80.00	\$205.00
Electrical Designer III	\$ 90.00	\$215.00
Electrical Designer IV	\$ 100.00	\$235.00
Electrical Engineer I	\$ 80.00	\$180.00
Electrical Engineer II	\$ 80.00	\$205.00
Electrical Engineer III	\$ 90.00	\$225.00
Electrical Engineer IV	\$ 100.00	\$270.00
Engineer I	\$ 70.00	\$165.00
Engineer II	\$ 80.00	\$180.00
Engineer III	\$ 80.00	\$215.00
Engineer IV	\$ 100.00	\$250.00
Engineer Senior	\$ 120.00	\$320.00
Graphic Designer	\$ 70.00	\$180.00
Graphic Designer Senior	\$ 80.00	\$205.00
GIS Technician	\$ 60.00	\$155.00
GIS Analyst	\$ 70.00	\$165.00
GIS Analyst Senior	\$ 80.00	\$180.00
Hydrogeologist I	\$ 70.00	\$165.00
Hydrogeologist II	\$ 80.00	\$180.00
Hydrogeologist III	\$ 80.00	\$215.00
Hydrogeologist IV	\$ 100.00	\$235.00
Hydrogeologist Senior	\$ 120.00	\$270.00

City of Vancouver Stormwater On-Call 2020 - Min/Max Classification Rate Schedule		
<i>Actual rates will vary by individual staff.</i> <i>Rate will not exceed specific classification.</i> <i>Escalation is included based on historical data.</i>		
Job Classification	Billing Rate	
	2020 - 2025	
	Min	Max
Parametrix, Inc.		
Planner I	\$ 70.00	\$165.00
Planner II	\$ 80.00	\$180.00
Planner III	\$ 80.00	\$215.00
Planner IV	\$ 100.00	\$235.00
Planner Senior	\$ 120.00	\$275.00
Principal/Principal Consultant	\$ 180.00	\$350.00
Project Accountant	\$ 60.00	\$155.00
Project Accountant Senior	\$ 70.00	\$180.00
Project Coordinator	\$ 60.00	\$155.00
Project Coordinator Senior	\$ 70.00	\$165.00
Project Controls Specialist	\$ 60.00	\$185.00
Project Controls Specialist Senior	\$ 70.00	\$205.00
Publications Specialist I	\$ 50.00	\$145.00
Publications Specialist II	\$ 60.00	\$165.00
Publications Specialist Senior	\$ 70.00	\$180.00
Publications Supervisor	\$ 80.00	\$215.00
Scientist/Biologist I	\$ 70.00	\$165.00
Scientist/Biologist II	\$ 80.00	\$180.00
Scientist/Biologist III	\$ 80.00	\$215.00
Scientist/Biologist IV	\$ 100.00	\$235.00
Scientist/Biologist Senior	\$ 120.00	\$270.00
Tech Aide	\$ 50.00	\$120.00
Tech Aide Senior	\$ 50.00	\$145.00
Technical Editor	\$ 70.00	\$180.00
Technical Editor Senior	\$ 80.00	\$215.00

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Mead & Hunt, Inc. hereinafter referred to as "Contractor", whose address is 9600 NE Cascades Parkway, Suite 100, Portland, Oregon 97220.

WHEREAS, the City desires to engage the Contractor to provide On-Call Stormwater Retrofit Design and Planning Services for a variety of projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 20-20 (RFQ) and Contractor's submittal to said RFQ; and City Council's approval on _____ of Staff Report No. _____; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On-Call Stormwater Retrofit Design and Planning Services on an as-need basis for a variety of projects per RFQ No. 20-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services on an on call, task by task, as needed basis, at the rates attached. Payment for these services shall not exceed \$1,000,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 20-20 and RFQ No. 20-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of August 3, 2020. It is agreed services hereunder shall be completed by August 2, 2025.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be

exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to

www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. **The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance.** The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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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.

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

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Kari Nichols
Mead & Hunt, Inc.
9600 NE Cascades Parkway, Suite 100
Portland, Oregon 97220

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

22. Debarment.

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

23. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Mead & Hunt, Inc.

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Signature:

By: Printed Name / Title

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2020

Standard Billing Rates

Clerical	\$79.00 / hour
Technical Editor	\$113.00 / hour
Senior Editor	\$183.00 / hour
Registered Land Surveyor	\$144.00 / hour
Accounting, Administrative Assistant	\$101.00 / hour
Technician I, Technical Writer	\$101.00 / hour
Technician II, Surveyor - Instrument Person	\$116.00 / hour
Technician III	\$134.00 / hour
Technician IV	\$149.00 / hour
Senior Technician	\$159.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$129.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$147.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$165.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$183.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$203.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$234.00 / hour
Senior Associate	\$261.00 / hour
Principal	\$284.00 / hour
Senior Client/Project Manager	\$284.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2020, and will remain in effect until December 31, 2020, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



Item #2.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/27/2020

SUBJECT Approval of Claim Vouchers

Action Requested

Approve claim vouchers for July 27, 2020.

ATTACHMENTS:

▣ 07.27.20 claims

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:

\$ 2,620,057.38 this 27th day of July 2020.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
July 14 - July 20	Accounts Payable Checks (see attached)	\$ 2,615,224.71
July 14 - July 20	Hansen City Payments (see attached)	\$ 4,832.67
July 14 - July 20	Visa Refunds (see attached)	\$ -
July 14 - July 20	Payroll Checks (see attached)	\$ -
TOTAL		\$ 2,620,057.38

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	7/8/2020	195.65	Government Revenue Solutions Holdings I LLC	
Supplier Payment	Manual Wire	No Reference	7/14/2020	8,318.05	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	7/14/2020	20,941.97	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	7/15/2020	266,125.75	The Bank Of New York Mellon Trust Company	
Supplier Payment	Manual Wire	No Reference	7/16/2020	21.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Expense Payment	Direct Deposit	EFT-00063195	7/16/2020	57.00	Robin Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063196	7/16/2020	57.00	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063197	7/16/2020	44.00	Sean Dumas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063198	7/16/2020	10.18	Jaymie Swenson	Employee Reimbursement
Supplier Payment	EFT	EFT-00063199	7/16/2020	525,455.49	Rotschy Inc	
Supplier Payment	EFT	EFT-00063200	7/16/2020	588.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00063201	7/16/2020	100.99	Miller Mendel Inc	
Supplier Payment	EFT	EFT-00063202	7/16/2020	451.55	Praxair Distribution Inc	
Ad Hoc Payment	Check	14848	7/15/2020	383.22	Davidson & Associates Insurance	refund pkg permits x 6
Ad Hoc Payment	Check	14849	7/15/2020	79.13	Aaron Macomber	Utility Refunds: 0000002818-04
Ad Hoc Payment	Check	14850	7/15/2020	152.07	Alan and Lori Cook	Utility Refunds: 0000008349-03
Ad Hoc Payment	Check	14851	7/15/2020	56.93	Alan Cook	Utility Refunds: 0000008349-03
Ad Hoc Payment	Check	14852	7/15/2020	58.40	All Seasons Heating & Cooling, Inc.	MPE-281984
Ad Hoc Payment	Check	14853	7/15/2020	189.97	Alysha and Benjamin Cabral	Utility Refunds: 0000008916-03
Ad Hoc Payment	Check	14854	7/15/2020	366.00	ALYSON PEREZ	VOUCHERS 2007797.030 AND 2007798.030
Ad Hoc Payment	Check	14855	7/15/2020	534.63	ARDEN,MARY	Utility Refunds: 0002043060-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	14856	7/15/2020	210.00	CATHLEEN BUSH	VOUCHER 2007817.030
Ad Hoc Payment	Check	14857	7/15/2020	210.00	CHANTHA KUCH	VOUCHER 2007822.030
Ad Hoc Payment	Check	14858	7/15/2020	161.64	Charles and Gloria Atkinson	Utility Refunds: 0000003262-02
Ad Hoc Payment	Check	14859	7/15/2020	35.58	Cofer,Andy and Carrie	Utility Refunds: 0044079100-03
Ad Hoc Payment	Check	14860	7/15/2020	76.15	COLMER,STEVEN	Utility Refunds: 0000001769-04
Ad Hoc Payment	Check	14861	7/15/2020	98.77	Coral D Wangen	
Ad Hoc Payment	Check	14862	7/15/2020	566.28	Cutino,Roger and Isabel	Utility Refunds: 0141004418-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	14863	7/15/2020	222.21	Daniel and April Green	Utility Refunds: 0006001600-05
Ad Hoc Payment	Check	14864	7/15/2020	210.00	DANNIELLE NIEVES	VOUCHER 2007805.030
Ad Hoc Payment	Check	14865	7/15/2020	120.69	David and Stormi Lowe	Utility Refunds: 0000001581-02
Ad Hoc Payment	Check	14866	7/15/2020	221.48	Dove Property Mgmt Inc,WA-DPM-Client	Utility Refunds: 0021011500-08
Ad Hoc Payment	Check	14867	7/15/2020	53.83	Dustin & Nicole Berry	Utility Refunds: 0029001800-02
Ad Hoc Payment	Check	14868	7/15/2020	17.03	Eric L Johnson	Utility Refunds: 0009091700-03
Ad Hoc Payment	Check	14869	7/15/2020	71.00	ES&A Sign Corp	CMI-282837
Ad Hoc Payment	Check	14870	7/15/2020	545.61	EVOLUTION PLUMBING LLC	MPE-283581
Ad Hoc Payment	Check	14871	7/15/2020	145.12	Folnsbee,Eric and Amanda R	Utility Refunds: 0128140300-07
Ad Hoc Payment	Check	14872	7/15/2020	131.75	Foster,Gregory A and Kayla R	Utility Refunds: 0000004228-03
Ad Hoc Payment	Check	14873	7/15/2020	46.21	Geoffrey Fowler	Utility Refunds: 0000006294-02
Ad Hoc Payment	Check	14874	7/15/2020	67.80	Gerda McMillan	Utility Refunds: 0016007800-00
Ad Hoc Payment	Check	14875	7/15/2020	1,816.36	GLOBAL CAPITAL PARTNERS LLC	RES-283369
Ad Hoc Payment	Check	14876	7/15/2020	42.21	Gregory & Lee Anne Colson	Utility Refunds: 0034039900-06
Ad Hoc Payment	Check	14877	7/15/2020	75.00	GRISEL MENDEZ	VOUCHER 2007815.030
Ad Hoc Payment	Check	14878	7/15/2020	150.00	Janet Harte	Utility Refunds: 0021083400-02 Consolidated refund created from multiple refunds

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	14879	7/15/2020	117.00	Jason R Simpkins	Utility Refunds: 0150003070-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	14880	7/15/2020	183.00	JENNA FRANCIS	VOUCHER 2007820.030
Ad Hoc Payment	Check	14881	7/15/2020	366.00	JENNIFER GRIFFIN	VOUCHER 2007806.030/2007807.030
Ad Hoc Payment	Check	14882	7/15/2020	9.53	Jerry Tuttle	refund overpmt CDBG
Ad Hoc Payment	Check	14883	7/15/2020	35.27	Jessica and Cory Tolzman	Utility Refunds: 0004004300-05
Ad Hoc Payment	Check	14884	7/15/2020	366.00	JESSICA SALDIVAR	VOUCHER 2007816.030
Ad Hoc Payment	Check	14885	7/15/2020	12.14	Joiner,Penny S	Utility Refunds: 0000004576-03
Ad Hoc Payment	Check	14886	7/15/2020	119.74	Jordan Andrew Hull & Sara E Hull	Utility Refunds: 0046066500-03
Ad Hoc Payment	Check	14887	7/15/2020	72.32	Jozanne Rabyor	Utility Refunds: 0021011500-08
Ad Hoc Payment	Check	14888	7/15/2020	366.00	KATE VICTOR	VOUCHERS 2007808.030 AND 2007809.030
Ad Hoc Payment	Check	14889	7/15/2020	78.76	Katherine Waters	refund overpmt SCIP
Ad Hoc Payment	Check	14890	7/15/2020	65.00	Kirsten Biddle	refund pkg permit COV09554
Ad Hoc Payment	Check	14891	7/15/2020	52.72	Kristi Baker	Utility Refunds: 0000002988-05
Ad Hoc Payment	Check	14892	7/15/2020	75.00	LANCE LEE	VOUCHER 2007811.030
Ad Hoc Payment	Check	14893	7/15/2020	75.00	LINDA MORO	VOUCHER 2007810.030
Ad Hoc Payment	Check	14894	7/15/2020	210.00	LINDSAY ANDREOTTI	VOUCHER 2007818.030
Ad Hoc Payment	Check	14895	7/15/2020	420.00	LISA ANDREW	VOUCHER 2007795.030 AND VOUCHER 2007796.030
Ad Hoc Payment	Check	14896	7/15/2020	53.26	Lloyd Hish	RES-282577
Ad Hoc Payment	Check	14897	7/15/2020	58.40	LOW VOLTAGE SECURITIES INC	MPE-282825
Ad Hoc Payment	Check	14898	7/15/2020	36,519.00	MAJ Development Corp	CMI-271645 refund
Ad Hoc Payment	Check	14899	7/15/2020	20.67	Manor Homes Washington Inc	Utility Refunds: 0500003337-01
Ad Hoc Payment	Check	14900	7/15/2020	2,008.00	MCCLELLAND,LAURA	Utility Refunds: 0105006400-02
Ad Hoc Payment	Check	14901	7/15/2020	100.00	NELSON,PAUL	Utility Refunds: 0000002739-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	14902	7/15/2020	85.77	Nicolas Malard,and Candide Demadrille Sp Malard	Utility Refunds: 0000001752-04
Ad Hoc Payment	Check	14903	7/15/2020	366.00	NICOLE BUSICK	VOUCHER 2007821.030
Ad Hoc Payment	Check	14904	7/15/2020	283.00	Nolte,Karla J	Utility Refunds: 0000006580-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	14905	7/15/2020	32.62	Pass,David and Cleo M	Utility Refunds: 0097001406-01
Ad Hoc Payment	Check	14906	7/15/2020	54.31	Peter P Grushevskiy and Irina V Zhilko	Utility Refunds: 0000007834-02
Ad Hoc Payment	Check	14907	7/15/2020	1,098.00	RACHAEL ROGERS	VOUCHERS 2007799.030/2007800.030/2007801.030/2007802.030/2007803.030/2007804.030
Ad Hoc Payment	Check	14908	7/15/2020	81.88	REBER,BARRY	Utility Refunds: 0063000560-11
Ad Hoc Payment	Check	14909	7/15/2020	33.42	Richard L and Sunny M Petermann	Utility Refunds: 0099090014-02
Ad Hoc Payment	Check	14910	7/15/2020	67.75	Robert Emami	Utility Refunds: 0023091103-07
Ad Hoc Payment	Check	14911	7/15/2020	375.00	Sagrario Santos	VOUCHER 2007693.030
Ad Hoc Payment	Check	14912	7/15/2020	67.00	Salwasser,Brian	Utility Refunds: 0047038600-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	14913	7/15/2020	125.00	Sanita Wonser	Voucher 2000366.082
Ad Hoc Payment	Check	14914	7/15/2020	210.00	STEPHANIE HORTON	VOUCHER 2007823.030
Ad Hoc Payment	Check	14915	7/15/2020	56.98	St Pierre,Danny and Corinne	Utility Refunds: 0049089300-02
Ad Hoc Payment	Check	14916	7/15/2020	106.44	Tammy and Ronald Carmona	Utility Refunds: 0000001189-02
Ad Hoc Payment	Check	14917	7/15/2020	15.56	Tammy Carmona	Utility Refunds: 0000001189-02
Ad Hoc Payment	Check	14918	7/15/2020	200.00	Tapani Inc	Utility Refunds: 0000006748-07
Ad Hoc Payment	Check	14919	7/15/2020	60.14	Weston and Tammie Dorszynski	Utility Refunds: 0000002649-02
Ad Hoc Payment	Check	14920	7/15/2020	7,825.00	Westridge Lofts LLC	CMI-256114 refund
Ad Hoc Payment	Check	14921	7/15/2020	109.00	Yarnell,Lenard	Utility Refunds: 0062002000-06

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INVOICE PAYMENTS REPORT

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Ad Hoc Payment	Check	14922	7/15/2020	95.45	Zenith Properties NW LLC	Utility Refunds: 0004040400-18 Consolidated refund created from multiple refunds
Customer Refund	Check	14923	7/15/2020	10.00	BO LARSEN	Balance of tie down deposit after clearing out last month's invoice.
Supplier Payment	Check	14924	7/15/2020	997.28	Able Fence Company Inc	
Supplier Payment	Check	14925	7/15/2020	5,805.00	Action Onsite Inc	
Supplier Payment	Check	14926	7/15/2020	16,266.97	Action Technology Systems	
Supplier Payment	Check	14927	7/15/2020	225.00	Adaptive Insights LLC	
Supplier Payment	Check	14928	7/15/2020	2,487.50	AKS Engineering & Forestry LLC	
Supplier Payment	Check	14929	7/15/2020	17,140.95	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	14930	7/15/2020	121.80	American Sani-Can	
Supplier Payment	Check	14931	7/15/2020	12,010.55	Applied Business Software Inc	
Supplier Payment	Check	14932	7/15/2020	122.93	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	14933	7/15/2020	1,545.14	Bacon Collision	
Supplier Payment	Check	14934	7/15/2020	4,117.61	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	Check	14935	7/15/2020	3,729.50	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	14936	7/15/2020	934.23	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	14937	7/15/2020	9,822.27	CFM Strategic Communications Inc	
Supplier Payment	Check	14938	7/15/2020	43,774.11	CH2M Hill Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	14939	7/15/2020	10.70	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	14940	7/15/2020	6,758.50	Clark County	
Supplier Payment	Check	14941	7/15/2020	2,558.96	Clark County Historical Society	
Supplier Payment	Check	14942	7/15/2020	439,291.66	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	14943	7/15/2020	23.22	Clark Public Utility District No. 1	
Supplier Payment	Check	14944	7/15/2020	99,365.94	Columbia Ford Inc	
Supplier Payment	Check	14945	7/15/2020	18,869.36	Columbia Resource Company	
Supplier Payment	Check	14946	7/15/2020	25,000.00	Columbia River Economic Development Council Inc	
Supplier Payment	Check	14947	7/15/2020	10,750.00	Columbia Springs	
Supplier Payment	Check	14948	7/15/2020	24.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	14949	7/15/2020	151.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	14950	7/15/2020	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	14951	7/15/2020	241.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	14952	7/15/2020	8,988.28	Consolidated Supply Co	
Supplier Payment	Check	14953	7/15/2020	110,615.65	Cooper Equipment Company	
Supplier Payment	Check	14954	7/15/2020	255.54	Corporate Translation Services Inc	
Supplier Payment	Check	14955	7/15/2020	32,758.24	Council for the Homeless	
Supplier Payment	Check	14956	7/15/2020	271.00	Craig and Julie Pfeifer	
Supplier Payment	Check	14957	7/15/2020	11,895.00	Davidson Benefits Planning	
Supplier Payment	Check	14958	7/15/2020	99,308.04	Del Sol Inc	
Supplier Payment	Check	14959	7/15/2020	750.00	EMS Technology Solutions LLC	
Supplier Payment	Check	14960	7/15/2020	10,648.72	Epic Land Solutions Inc	
Supplier Payment	Check	14961	7/15/2020	275.00	ERF Company Inc	
Supplier Payment	Check	14962	7/15/2020	377.94	Eric Atwell	
Supplier Payment	Check	14963	7/15/2020	5,943.50	Erickson Structural Consulting Engineers	

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INVOICE PAYMENTS REPORT

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Supplier Payment	Check	14964	7/15/2020	850.00	Examworks Inc - Remit-To: Examworks - Lawrenceville	
Supplier Payment	Check	14965	7/15/2020	4,312.50	Exigy LLC	
Supplier Payment	Check	14966	7/15/2020	18,814.05	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	14967	7/15/2020	1,855.99	Fidelity National Title Co of Washington	
Supplier Payment	Check	14968	7/15/2020	1,458.36	Genuine Parts Company	
Supplier Payment	Check	14969	7/15/2020	1,095.03	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	14970	7/15/2020	2,523.28	George Elevator Service LLC	
Supplier Payment	Check	14971	7/15/2020	13,869.00	H&H Wood Recyclers	
Supplier Payment	Check	14972	7/15/2020	741.30	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	14973	7/15/2020	1,092.04	Herrera Environmental Consultants Inc	
Supplier Payment	Check	14974	7/15/2020	500.00	Hispanic Metropolitan Chamber	
Supplier Payment	Check	14975	7/15/2020	619.30	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	14976	7/15/2020	2,750.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	14977	7/15/2020	1,084.00	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	14978	7/15/2020	79.16	Langley's Ace Inc	
Supplier Payment	Check	14979	7/15/2020	136,653.44	Lee Contractors LLC	
Supplier Payment	Check	14980	7/15/2020	715.00	MacKay Sposito Inc	
Supplier Payment	Check	14981	7/15/2020	13,251.83	Mackenzie Engineering Inc	
Supplier Payment	Check	14982	7/15/2020	1,027.84	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	14983	7/15/2020	311.88	Northwest Cascade Inc	
Supplier Payment	Check	14984	7/15/2020	471.75	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	14985	7/15/2020	2,000.00	Obie Ford III	
Supplier Payment	Check	14986	7/15/2020	1,796.00	Otak Inc	
Supplier Payment	Check	14987	7/15/2020	45.00	Parkeon	
Supplier Payment	Check	14988	7/15/2020	945.00	Paul Lewis	
Supplier Payment	Check	14989	7/15/2020	10,433.64	PBS Engineering and Environmental Inc	
Supplier Payment	Check	14990	7/15/2020	733.50	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	14991	7/15/2020	609.29	Portland Adventist Medical Center	
Supplier Payment	Check	14992	7/15/2020	5,319.19	Portland Mechanical Construction LLC	
Supplier Payment	Check	14993	7/15/2020	1,941.60	PPC Solutions Inc	
Supplier Payment	Check	14994	7/15/2020	496.50	Professional Service Industries	
Supplier Payment	Check	14995	7/15/2020	262.20	Purple Communications Inc	
Supplier Payment	Check	14996	7/15/2020	3,850.00	Quick Caption Inc	
Supplier Payment	Check	14997	7/15/2020	60.32	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	14998	7/15/2020	2,826.50	Recollect Systems Inc	
Supplier Payment	Check	14999	7/15/2020	2,675.00	Rekah Strong	
Supplier Payment	Check	15000	7/15/2020	1,037.39	Rentokil North America Inc	
Supplier Payment	Check	15001	7/15/2020	570.00	Salazar Architect Inc	
Supplier Payment	Check	15002	7/15/2020	6,876.90	San Diego Police Equipment Co Inc	
Supplier Payment	Check	15003	7/15/2020	40,853.32	Second Step Housing	
Supplier Payment	Check	15004	7/15/2020	25,075.56	Share Inc	
Supplier Payment	Check	15005	7/15/2020	6,822.57	Shrums Pest Control	
Supplier Payment	Check	15006	7/15/2020	8,121.21	Six Degrees Inc	
Supplier Payment	Check	15007	7/15/2020	13,825.20	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	

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INVOICE PAYMENTS REPORT

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Supplier Payment	Check	15008	7/15/2020	142.50	State of Washington State Patrol	
Supplier Payment	Check	15009	7/15/2020	124.32	Stericycle Inc	
Supplier Payment	Check	15010	7/15/2020	2,160.41	Towing & Recovering Services Inc	
Supplier Payment	Check	15011	7/15/2020	31,226.72	Traffic Safety Supply Co Inc	
Supplier Payment	Check	15012	7/15/2020	617.67	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	15013	7/15/2020	2,385.00	Triangle Resources Inc	
Supplier Payment	Check	15014	7/15/2020	271.00	Triple J Enterprises	
Supplier Payment	Check	15015	7/15/2020	81.00	US Bank National Association - Remit-To: Voyager Fleet Systems Inc	
Supplier Payment	Check	15016	7/15/2020	97,500.00	Vancouver USA Regional Tourism Office	
Supplier Payment	Check	15017	7/15/2020	29,497.82	Vancouver Watersheds Council	
Supplier Payment	Check	15018	7/15/2020	1,281.72	Walter E Nelson Company	
Supplier Payment	Check	15019	7/15/2020	475.08	Waste Connections of Washington	
Supplier Payment	Check	15020	7/15/2020	22,490.36	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15021	7/15/2020	1,271.31	Waste Management - Remit-To: Waste Management Los Angeles	
Supplier Payment	Check	15022	7/15/2020	9,671.66	Wire Works LLC	
Supplier Payment	Check	15023	7/15/2020	1,205.18	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	15024	7/15/2020	7,431.98	Xchange Recovery	
Supplier Payment	Check	15025	7/15/2020	52.21	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	15026	7/15/2020	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	15027	7/15/2020	9,909.15	Andrea M. Kanooth	
Supplier Payment	Check	15028	7/15/2020	12,498.80	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	15029	7/15/2020	1,717.57	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	15030	7/15/2020	4,903.16	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	15031	7/15/2020	17,742.50	Rebecca Dean	
Supplier Payment	Check	15032	7/15/2020	105,768.05	State of Washington Department of Employment Security	
Supplier Payment	Check	15033	7/15/2020	2,070.00	Tapani Materials Inc	
Supplier Payment	Check	15034	7/15/2020	153.99	United Parcel Service	
Supplier Payment	Check	15035	7/15/2020	1,370.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	15036	7/15/2020	8,434.80	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Ad Hoc Payment	Check	15037	7/16/2020	4,570.50	State of Washington	2nd Qtr 2020 A8 form
Supplier Payment	Check	15038	7/16/2020	8,100.00	State of Washington Department of Labor & Industries	1,792,858.08
			SUBTOTAL	2,615,224.71		
Hansen			7/21/2020	4,832.67	City Payments	Posted 07-14-20 to 07-20-20
			SUBTOTAL	4,832.67		
Visa			7/21/2020	0.00	Miscellaneous	Parks Class Refunds - FCC 07-14-20 to 07-20-20
Visa			7/21/2020	0.00	Miscellaneous	Parks Class Refunds - MCC 07-14-20 to 07-20-20
Visa			7/21/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 07-14-20 to 07-20-20

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INVOICE PAYMENTS REPORT

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Visa			7/21/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 07-14-20 to 07-20-20
			SUBTOTAL	0.00		
			TOTAL	2,620,057.38		

City of Vancouver
Payroll Council Report
July 14, 2020 - July 20, 2020

Check No.	Date	Explanation	Amount
		No payroll this period	

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